



414 Nicollet Mall  
Minneapolis, MN 55401

September 26, 2024

—Via Electronic Filing—

Will Seuffert  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, MN 55101

RE: LETTER - REQUEST FOR COMMENT PERIOD FOR CHANGES TO THE STANDARD CONTRACT FOR THE LMI ACCESSIBLE COMMUNITY SOLAR GARDEN PROGRAM IN THE MATTER OF IMPLEMENTATION OF 2023 LEGISLATIVE CHANGES TO XCEL ENERGY'S COMMUNITY SOLAR GARDEN PROGRAM  
DOCKET NO. E002/CI-23-0335

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits this Letter regarding potential changes to our Standard Contract for LMI Accessible Community Solar Garden (CSG) Program (LMI Standard Contract) currently available as part of our Electric Rate Service Book, beginning at Tariff Sheet No. 9-99.28.

The Company filed a letter with the Commission on July 23, 2024, announcing a stakeholder meeting to be held on August 28, 2024 to discuss additional potential changes to the Standard Contract on some areas where the parties were not in agreement. The Company also provided communication of this date via email in Attachment A which was sent to a broad distro of CSG developers and other interested participants.

The stakeholder meeting was held on this date with 53 participants attending. Based on the discussion, participants agreed to some changes to the LMI Standard Contract and failed to reach agreement on other proposed changes to the LMI Standard Contract. Attachment B to this letter shows in redline the consensus changes; and, Attachment C to this letter shows in redline proposed changes that did not receive consensus.

The participants did agree to recommend that the Executive Secretary open a comment period to address those potential changes to the LMI Standard Contract

that were discussed during the stakeholder meeting but not agreed upon. This would provide parties an opportunity to give additional information and feedback on those items that were not agreed upon before the Commission makes a final decision on them. As discussed with stakeholders, we would recommend:

- Initial Comments on November 7, 2024; and
- Reply Comments on November 21, 2024.

The remainder of this letter details specific areas of consensus and non-consensus.

## **I. Areas of Agreement**

In reviewing Standard Contract, the stakeholder group came to consensus on the following changes as shown in Attachment B:

- Page 1 – Adjust the definition for Bill Credit Rate as shown in redline: “The Average Retail Rate includes ~~all~~ compensation for all energy, capacity, and RECs associated with Subscribed Energy.”<sup>1</sup>
- Page 3 – Adjust the definition of Subscriber Management System as shown in redline: “... the Company accepts and manages interconnection applications for the LMI Accessible Community...”<sup>2</sup>
- Page 4 – Update the first sentence in 1.B as shown in redline: “A copy of the presently filed LMI Accessible Community Solar Garden Program associated tariff of the Company’s rate book is incorporated by reference attached to this contract.”<sup>3</sup>
- Page 8 – Adjust C.3. as shown in redline: “The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were ~~too high~~ higher than would have been authorized had correct information been entered, then ~~the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments~~ the Company shall provide the Subscriber Organization with a written Notice of the overpayment and upon receipt these amounts will be credited to the fuel clause. The Subscriber Organization shall have up to thirty (30) days to cure the overpayment of bill credits. If the overpayment is not cured within the thirty (30) days, the

---

<sup>1</sup> Original Sheet No. 9-99.28

<sup>2</sup> Original Sheet No. 9-99.31

<sup>3</sup> Original Sheet No. 9-99.32

Company may utilize the procedures set forth in Section 15.”<sup>4</sup>

- Page 9 – Adjust Remedies for Breach as shown in redline: “In the event of any breach of this Contract by the Subscriber Organization either Party, then the Company-other Party 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.”<sup>5</sup>

## II. Non-Consensus Items

Items where the participants failed to agree on changes to the LMI Standard Contract, as shown in Attachment C, include the following topics.

- Use of the term nameplate capacity which appears across the LMI Standard Contract;
- Addition of Battery Energy Storage System (BESS); and
- Relationship between the Tariff and Contract

We describe the last two issues below.

### A. Adding BESS

Stakeholders would like to see the addition of a definition for energy storage or BESS and proposed a new BESS definition and change to the PV System definition as described below. The Company has not agreed to these changes.

- “Battery Energy Storage System” or “BESS” shall mean a commercially available technology that uses chemical processes to store energy, including energy generated from renewable resources and energy that would otherwise be wasted, and deliver the stored energy for use at a later time. (Page 1)
- “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, BESS, 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. (Page 3)

---

<sup>4</sup> Original Sheet No. 99.37

<sup>5</sup> Original Sheet No. 99.38

## B. Relationship between the Tariff and the Contract

As written, in the event of any conflict between the terms of the Standard Contract and the Company's electric tariff, the universal tariff provisions would control. There remains disagreement regarding these provisions and the relationship between the tariff and Standard Contract. The non-consensus items can be found at Pages 1 & 4 in Attachment C and further outlined below; where consensus items overlapped, the Company has already approved the redlines (this pertains specifically to "Bill Credit Rate" and changes to page 4) and we have underlined to show the change.

1. Page 1 - "Bill Credit Rate" shall mean the then current applicable Average Retail Rate as found in the Company's rate book applicable to the LMI Accessible Community Solar Garden Program, which is consistent with Minn. Stat. §216B.1641 Subd. 8. The Average Retail Rate includes compensation for all energy, capacity and RECs associated with Subscribed Energy. Accordingly, Average Retail Rate will change over ~~time the term of this Contract~~ and the Bill Credit Rate will be based on the then current Bill Credit as provided for in ~~the associated tariff for the LMI Accessible Community Solar Garden program~~ Minn. Stat. §216B.1641 Subd. 8. Once a bill credit applies, that Bill Credit applies for the term of the Contract.<sup>6</sup>
2. Page 1 - "Community Solar Garden" or "LMI Accessible Community Solar Garden" program unless context indicates otherwise means the same as "Community solar garden" as defined in Minn. Stat. § 216B.1641, Subd 2(c), and the term "associated tariff" shall mean the Company tariff associated with that program unless if context indicates otherwise. ~~This Contract is part of the associated tariff.~~ The associated tariff is part of the electric tariff of the Company.<sup>7</sup>
3. Page 4 - A copy of the presently filed LMI Accessible Community Solar Garden Program associated tariff of the Company's rate book is attached to this contract. The rates for sales and purchases of Subscribed Energy shall be ~~changed updated~~ annually ~~or otherwise~~ as provided by Minn. Stat. 216B.1641, Subd. 8(b) and by order of the Commission. The Subscriber Organization shall comply with all of the rules stated in the Company's applicable electric tariff related to the LMI Accessible Community Solar Garden 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 Commission. ~~In the event of any conflict between~~

---

<sup>6</sup> Original Sheet No. 99.28

<sup>7</sup> *Id.*

~~the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.~~<sup>8</sup>

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 Kristen Ruud at 612-216-7979 or [Kristen.S.Ruud@xcelenergy.com](mailto:Kristen.S.Ruud@xcelenergy.com) if you have any questions regarding this filing.

Sincerely,

/s/

JESSICA PETERSON  
MANAGER, PRODUCT POLICY

Enclosure  
c: Service List

---

<sup>8</sup> Original Sheet No. 99.32

**From:** [DER Interconnection MN](#)  
**Subject:** LMI CSG Stakeholder Meeting  
**Date:** Thursday, August 22, 2024 4:07:08 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

---

# Minnesota Distributed Energy Resources Update

August 22, 2024

## Stakeholder Meeting Reminder, LMI CSG Standard Contract

We wanted to remind you of our upcoming stakeholder discussion as mentioned in this filing: [searchDocuments.do \(state.mn.us\)](#). Please RSVP below!

### LMI Accessible Solar Garden Program Standard Contract Discussion

Date: Wednesday, August 28, 2024

Time: 1:00 – 2:00 pm Location:

Virtual Meeting RSVP: [Stakeholder Meeting RSVP Form](#)

**Questions?** Our program teams are here to help:

- [SolarRewardsCommMN@xcelenergy.com](#) | Solar\*Rewards Community

Respectfully,

**Minnesota Distributed Energy Resources**

**Xcel Energy**

Email: [DERInterconnectionMN@xcelenergy.com](mailto:DERInterconnectionMN@xcelenergy.com)

---

[Interconnection Developer Resources | Xcel Energy](#)

Visit our website for more information about interconnecting DER with Xcel Energy!



**Please consider the environment before printing this email.**

### Other helpful resources:

- For questions about your electric service/account, bills or payments: Call Customer Service - 1-800-895-4999
  - Commercial customers: Call the Business Solutions Center – 1-800-481-4700
- For questions regarding meter orders/scheduling: Call the Metering Shop - 1-800-422-0782

No longer wish to receive these emails? [Unsubscribe](#)

Didn't receive this email first hand? [Sign up here](#) to be added to our DL.

**STANDARD CONTRACT FOR  
LMI Accessible Community Solar Garden Program**

THIS CONTRACT is entered into \_\_\_\_\_, 20\_\_\_\_\_, by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc., (hereafter called "Company") and \_\_\_\_\_ (hereafter called "Subscriber Organization"). Together, the Company and Subscriber Organization are the Parties.

**RECITALS**

The Subscriber Organization 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 Subscriber Organization 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 Average Retail Rate as found in the Company's rate book applicable to the LMI Accessible Community Solar Garden Program, which is consistent with Minn. Stat. §216B.1641 Subd. 8. The Average Retail Rate includes ~~an~~ compensation for all energy, capacity and RECs associated with Subscribed Energy. Accordingly, Average Retail Rate will change over time and the Bill Credit Rate will be based on the then current Bill Credit as provided for in the associated tariff for the LMI Accessible Community Solar Garden program

"Backup subscriber" means an individual or entity that temporarily assumes all or a portion of a Community Solar Garden Subscription in the event a subscriber exits the Community Solar Garden or is delinquent in paying the Subscriber's utility bill.

"Community Solar Garden" or "LMI Accessible Community Solar Garden" program unless context indicates otherwise means the same as "Community solar garden" as defined in Minn. Stat. § 216B.1641, Subd 2(c), and the term "associated tariff" shall mean the Company tariff associated with that program unless if context indicates otherwise. This Contract is part of the associated tariff. The associated tariff is part of the electric tariff of the Company.

"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.

"Company" shall mean Northern States Power Company, a Minnesota corporation, doing business as Xcel Energy.

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

"Consolidated Billing" is a Subscriber-optional service under Minn. Statute §216B.1641, Subd. 10(c), whereby the Company provides a certain percentage of the Bill Credit Rate to the Subscriber Organization, with the remaining portion of the Bill Credit Rate directly payable to the LMI Accessible Community Solar Garden.

"Date of Commercial Operation" shall mean, after receiving permission from the Department to be in the LMI Accessible Community Solar Garden Program, the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes and following both parties signing the Standard Contract for LMI Accessible Community Solar Garden Program.

"Department" means the Minnesota Department of Commerce, which administers the LMI Accessible Community Solar Garden Program.

"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 applicable Interconnection Agreement in Section 10 of the Company's rate book.

"LMI Accessible Community Solar Garden Statutory Requirements" are based on the provisions in Minn. Stat. § 216B.1641 Subsds. 2 through 14. Further, customers who are exempt from the Solar Energy Standard under Minn. Stat. §216.1691, subd. 2(f)d, shall not participate or subscribe to Community Solar Gardens.

"Low-to-Moderate-Income Residential Subscriber" or "LMI Residential Subscriber" or "LMI" means a subscriber that, at the time of the Community Solar Garden subscription is executed or as approved by the Department, is: (1) a low-income household, as defined under Minn. Stat. 216B.2402, subdivision 16; or (2) a household whose income is 150 percent or less of the area median household income.

"Monthly Subscription Information" shall mean the information stored within the Subscriber Management System, as timely entered or changed by the Subscriber Organization via the Subscriber Management 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.

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

"MN DIA" shall mean the Minnesota Distributed Energy Resource Interconnection Agreement. See Company Section 10 tariff.

"MN DIP" shall mean the Minnesota Distributed Energy Resource Interconnection Process. See Company Section 10 tariff. The MN DIA shall be considered to be part of the MN DIP.

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Subscriber Organization'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.

"Public Interest Subscriber" means a Subscriber that demonstrates status as a public or Tribal entity, school, nonpublic organization, house of worship, or social service provider.



"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.

"Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the Subscriber Organization'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 Subscriber Organization 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 Subscriber Organization or the Community Solar Garden PV System is eligible or that either receives.

"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.

"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 Management System" is the interactive, internet website-based interface ("portal") maintained by or on behalf of the Company through which the Company accepts and manages interconnection applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization 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, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

"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 Organization" is identified above and shall mean a developer or owner of a Community Solar Garden. A Subscriber Organization may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

"Subscriber's Energy Usage Data" refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production 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 Subscriber Organization.

"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.

## AGREEMENTS

The Subscriber Organization 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 Subscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A55). The Subscriber Organization 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.

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 LMI Accessible Community Solar Garden 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. 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 LMI Accessible Community Solar Garden Program associated tariff of the Company's rate book is ~~incorporated by reference 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 Commission. The Subscriber Organization shall comply with all of the rules stated in the Company's applicable electric tariff related to the LMI Accessible Community Solar Garden 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 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.

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 Subscriber Organization via the Subscriber Management System. The Subscriber Organization is required to have all updates in the system by the 25<sup>th</sup> day of each calendar month to be applied for the following calendar month.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Subscriber Organization 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 Subscriber Organization, unless such inaccuracies are caused by the Company.

F. Once the Company's Consolidated Billing service becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for each subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit Rate for each such Subscriber would then be payable to the Community Solar Garden.

G. In the event the Company's IT systems for the payment of Bill Credits has not been developed before the Community Solar Garden begins to generate power, the Company shall track earned credits for allocated production for each amount power is generated, which will be payable to the Community Solar Garden's Subscribers or (in the case of Unsubscribed Energy) the Community Solar Garden upon completion of the IT system upgrades.

2. RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy produced before and during the Term of this Contract shall be assigned to the Company. By participating as a Subscriber Organization under this Contract and associated tariff, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Subscriber Organization 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 Subscriber Organization 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 Subscriber Organization participates in the service offered in this Contract and associated tariff. The Subscriber Organization 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 associated tariff and to 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 Subscriber Organization 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) Subscriber Organization shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Subscriber Organization shall provide full cooperation in connection with Company's registration of the Subscriber Organization's RECs under this Contract and associated tariff 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.

3. 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 Subscriber Organization belongs. The Subscriber Organization shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Subscriber Organization 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 Subscriber Organization's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Subscriber Organization and the Company with respect to the arrangements for House Power.

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Subscriber Organization 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 Subscriber Organization must sign the applicable 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. Metering Charges and Requirements are as set forth in the Company's Section 10 tariff. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract and associated tariff. The meter is located at the main service and will record energy delivered to the Subscriber Organization from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. Subscriber Organization will provide all meter housing and socket replacement and rewiring to install the meter. Subscriber Organization shall be charged monthly the metering charge for the main service meter. Maintenance and Repair of the PV System, Company access to the PV System site, disconnections and emergency shut-offs, shall be consistent with the Section 10 tariff. Any applicant to the LMI Accessible Community Solar Garden Program cannot place its interconnection application on hold while it awaits any action from the Department to make a determination on whether it will be accepted to be part of the LMI Accessible Community Solar Garden Program.

6. Code Compliance. The Subscriber Organization 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. The Subscriber Organization is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.

7. Participation Fee. Each year, the Subscriber Organization will submit a participation fee specified in the Company's LMI Accessible Community Solar Garden associated tariff to the Company for ongoing costs incurred of administering the Community Solar Garden Program. The participation fee may be changed at any time with the approval of the Commission.

8. Disclosure of Production Information. In order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company is 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 Subscriber Organization's consent in writing or email to the Company, or unless the Commission or the Department requests that the Company provides such information to the Subscriber.

9. Disclosure of Community Solar Garden Information. The Company may publicly disclose the Community Solar Garden Location, Subscriber Organization, 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 Subscriber Organization or Department, including a statement

that the Subscriber Organization is solely responsible for resolving any disputes with the Department, 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.

10. Certain Tax and Securities Law Issues. The Company makes no warranty or representation concerning the taxable consequences, if any, to Subscriber Organization 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 Subscriber Organization and Subscribers are urged to seek professional advice regarding these issues.

11. Full Cooperation with the Commission, Department, and Minnesota Office of the Attorney General. The Parties agree to fully cooperate with any request for information from the Commission, the Department, or the Minnesota Office of the Attorney General (OAG) 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.

12. Requirements Applicable to the Subscriber Organization. The Subscriber Organization must comply with all requirements set forth in this Contract, including all of the following:

A. General. The Subscriber Organization must comply with the LMI Accessible Community Solar Garden Statutory Requirements, requirements of this Contract and associated tariff, with all policies of the Department, and with all orders of the Commission relating to the LMI Accessible Community Solar Garden Program. The Company is not required to check for compliance with the requirements set forth in any of these, but it shall provide Bill Credits under Minn. Stat. § 216B.1641, Subd. 8, as provided for in the associated tariff for the LMI Accessible Community Solar Garden program, and provide credits to nonsubscribers provide under Minn. Stat. § 216B.1641, Subd. 11, as described in that tariff.

B. Required Use of the Company's Subscriber Management System. The Subscriber Organization must use the Company's Subscriber Management System to submit an application for a Community Solar Garden and to manage Subscribers and Subscriptions. An applicant must apply to the Department, and the Department must approve that application, before an applicant can participate in the Community Solar Garden Program.

C. Subscriber Information. The Subscriber Organization shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company in the Subscriber Management System the name, account number, service address and other information detailed in the associated tariff for the LMI Accessible Community Solar Garden program attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription stated in Watts direct current (DC). The Subscriber Organization 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 Subscriber Organization will not disclose such information to third parties, other than to the Commission, the Department, or the Minnesota Office of Attorney General, unless the Subscriber has provided explicit informed consent, or such disclosure is compelled by law or regulation.

1. For each subscription, the Subscriber Organization must designate in the Subscriber Management System the "Subscriber Type" for each Subscriber – e.g., LMI, Residential Non-LMI, Master-metered affordable housing, Public Interest Subscriber that is small general service customer, Public Interest Subscriber that is a general service commercial customer, other commercial customer, or Backup Subscriber.

2. Once Consolidated Billing becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for

each such Subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit for each such Subscriber would then be payable to the Community Solar Garden.

3. The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were ~~too high~~ higher than would have been authorized had correct information been entered, then ~~the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments~~ the Company shall provide the Subscriber Organization with a written Notice of the overpayment and upon receipt these amounts will be credited to the fuel clause. The Subscriber Organization shall have up to thirty (30) days to cure the overpayment of bill credits. If the overpayment is not cured within the thirty (30) days, the Company may utilize the procedures set forth in Section 15. Consistent with Minn. R. 7820.3800, subp. 3, the Company can demand payment from the Subscriber Organization of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the Subscriber Organization to timely make these payments shall be considered a breach of this Contract.

4. The Department has oversight on Subscriber information. The Department shall be allowed to audit the Subscriber information in the Subscriber Management System. The Company has no duty to audit or correct any improper LMI designation nor any improper back-up subscriber designation. The Department may make a determination that a developer has not properly entered information or has entered incorrect information, and can similarly request that the Company demand the Subscriber Organization to make payment consistent with the provisions in par. 3 above.

5. For example, if the Community Solar Garden has submitted subscription information for a subscriber and for a given month has designated that Subscriber as a "back-up" subscriber, then the Company can rely on that designation in providing Bill Credits and benefits under the PV Demand Credit Rider. If that designation as a "back-up" subscriber is incorrect, such as less than 50% of the subscribed capacity is for LMI customers or if that subscriber subscribed to more than 15 percent of the Community Solar Garden's capacity for more than 12 consecutive months, then the Company can rely on that designation. However, if the Department notifies the Company that the designation has been incorrect for a given month, the Department request that the Company demand from the Subscriber Organization the Bill Credits and PV Demand Credits provided that were above the appropriate amounts.

D. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber. 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. Any transfer of Subscriptions needs to be coordinated through the Subscriber Organization, who in turn needs to provide the required updated information in the Applicable Application System within thirty (30) days of the transfer.

E. Updating Subscriber Information. On or before five (5) business days immediately preceding the first day of each Production Month, the Subscriber Organization 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 Subscriber Management System. Such data to be entered or changed by the Subscriber Organization 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.

F. Responsibility for Verification. The Subscriber Organization 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. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible Community Solar Garden Program.

G. Delivery of Signed Subscriber Agency Agreement from Each Subscriber. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (as set forth in the Company's associated tariff for the LMI Accessible Community Solar Garden Program) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber. This includes the data privacy practices of the Company. These are set forth on the sheets of the associated tariff with a header stating "LMI Accessible Community Solar Garden Program - Subscriber Agency Agreement and Privacy Policies". The Subscriber Organization shall provide a copy of these privacy policies, as updated, to each Subscriber.

13. Remedies for Breach. In the event of any breach of this Contract by ~~the Subscriber Organization either Party,~~ then the ~~Company other Party~~ 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 Subscriber Organization:

i. At any time the Company seeks a remedy for any breach of this Contract it shall provide in writing a Notice to the Subscriber Organization to remedy the breach within thirty (30) days.

ii. If after the thirty (30) days provided for in the Notice the Subscriber Organization 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 Subscriber Organization is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Subscriber Organization, all Subscribers of the Community Solar Garden, the Department, OAG and Commission.

iii. The Subscriber Organization, the Department, OAG, and/or Commission 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 15 of this Contract.

iv. If the Subscriber Organization, the Minnesota Department of Commerce, OAG and/or Commission 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 Subscriber Organization 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 Subscriber Organization 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. The Department may provide other remedies for any such breach.

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 Subscriber Organization. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate the Contract must be approved by the Commission, and there is no

further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Section 18 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 Department, OAG and Commission. 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 Subscriber Organization, 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 Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate this Contract must be approved by the Commission.

d. In the event of an alleged breach of this Contract by the Subscriber Organization for which the Company sends a Notice pursuant to Section 13(b)(ii) above, 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 13(b)(ii) and Company agrees to accept any such cure as if made by the Subscriber Organization. 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 the associated tariff. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization 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 Subscriber Organization 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 Subscriber Organization may utilize the procedures set forth in Section 15. 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 Commission pursuant to the dispute resolution provisions of Section 15 of this Contract.

#### 14. 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 Subscriber Organization 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 13.d. of this Contract.



15. 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 Department or Commission, as applicable, each of which shall maintain continuing jurisdiction over the issue.

16. Power Purchase Agreement. The separately executed power purchase agreement referenced in the Section 10 tariff for the purchase of power exported by the Subscriber Organization to the Company is not needed. Instead, this Contract and associated tariff shall govern the terms for the power exported by the Subscriber Organization to the Company.

17.A. Miscellaneous. The provisions of this par. 17.A. only apply to those applications that are not subject to the MN DIP. 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 Subscriber Organization 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 the Company's Tariffs and Rules
- F. Amendment or Modification
- G. Entire Agreement
- H. Confidential Information
- I. Non-Warranty
- J. No Partnership

17.B. Miscellaneous. The provisions of this par. 17.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA 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 MN DIA uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of the present Contract, and where it uses the term "Area EPS Operator" it shall mean the Company. Where the MN DIA uses the term "Agreement", this shall mean this Contract for purposes of the present Contract. References to MN DIA sections below also includes all associated sub-sections

- A. Force Majeure – MN DIA Section 7.6
- B. Notices – MN DIA Section 13.1
- C. Assignment – MN DIA Section 7.1
- C. Non-Waiver – MN DIA Section 12.4
- D. Governing Law – MN DIA Section 12.1
- E. Confidential Information – MN DIA Section 9
- F. Amendment or Modification – MN DIA Section 12.2
- G. Entire Agreement – MN DIA Section 12.5
- H. Non-Warranty – MN DIA Section 7.3
- I. No Partnership – MN DIA Section 12.7
- J. Severability – MN DIA Section 12.8
- K. Subcontractors – MN DIA Section 12.11
- L. Inclusion of Tariffs – MN DIA Section 12.12

18. 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.

## **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.

### **Subscriber Organization**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### **Northern States Power Company, a Minnesota corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STANDARD CONTRACT FOR  
LMI Accessible Community Solar Garden Program**

THIS CONTRACT is entered into \_\_\_\_\_, 20\_\_\_\_\_, by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc., (hereafter called "Company") and \_\_\_\_\_ (hereafter called "Subscriber Organization"). Together, the Company and Subscriber Organization are the Parties.

**RECITALS**

The Subscriber Organization 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 Subscriber Organization 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 Average Retail Rate as found in the Company's rate book applicable to the LMI Accessible Community Solar Garden Program, which is consistent with Minn. Stat. §216B.1641 Subd. 8. The Average Retail Rate includes ~~compensation for energy, capacity and RECs associated with Subscribed Energy. Accordingly, Average Retail Rate will change over~~ time the term of this Contract and the Bill Credit Rate will be based on the then current Bill Credit as provided for in ~~the associated tariff for the LMI Accessible Community Solar Garden program Minn. Stat. §216B.1641 Subd. 8. Once a bill credit applies, that Bill Credit applies for the term of the~~ Contract.

"Backup subscriber" means an individual or entity that temporarily assumes all or a portion of a Community Solar Garden Subscription in the event a subscriber exits the Community Solar Garden or is delinquent in paying the Subscriber's utility bill.

"Battery Energy Storage System" or "BESS" shall mean a commercially available technology that uses chemical processes to store energy, including energy generated from renewable resources and energy that would otherwise be wasted, and deliver the stored energy for use at a later time.

"Community Solar Garden" or "LMI Accessible Community Solar Garden" program unless context indicates otherwise means the same as "Community solar garden" as defined in Minn. Stat. § 216B.1641, Subd 2(c), and the term "associated tariff" shall mean the Company tariff associated with that program unless if context indicates otherwise. ~~This Contract is part of the associated tariff.~~ The associated tariff is part of the electric tariff of the Company.

"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.

"Company" shall mean Northern States Power Company, a Minnesota corporation, doing business as Xcel Energy.

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

"Consolidated Billing" is a Subscriber-optional service under Minn. Statute §216B.1641, Subd. 10(c), whereby the Company provides a certain percentage of the Bill Credit Rate to the Subscriber Organization, with the remaining portion of the Bill Credit Rate directly payable to the LMI Accessible Community Solar Garden.

"Date of Commercial Operation" shall mean, after receiving permission from the Department to be in the LMI Accessible Community Solar Garden Program, the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes and following both parties signing the Standard Contract for LMI Accessible Community Solar Garden Program.

"Department" means the Minnesota Department of Commerce, which administers the LMI Accessible Community Solar Garden Program.

"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 applicable Interconnection Agreement in Section 10 of the Company's rate book.

"LMI Accessible Community Solar Garden Statutory Requirements" are based on the provisions in Minn. Stat. § 216B.1641 Subds. 2 through 14. Further, customers who are exempt from the Solar Energy Standard under Minn. Stat. §216.1691, subd. 2(f)d, shall not participate or subscribe to Community Solar Gardens.

"Low-to-Moderate-Income Residential Subscriber" or "LMI Residential Subscriber" or "LMI" means a subscriber that, at the time of the Community Solar Garden subscription is executed or as approved by the Department, is: (1) a low-income household, as defined under Minn. Stat. 216B.2402, subdivision 16; or (2) a household whose income is 150 percent or less of the area median household income.

"Monthly Subscription Information" shall mean the information stored within the Subscriber Management System, as timely entered or changed by the Subscriber Organization via the Subscriber Management 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.

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

"MN DIA" shall mean the Minnesota Distributed Energy Resource Interconnection Agreement. See Company Section 10 tariff.

"MN DIP" shall mean the Minnesota Distributed Energy Resource Interconnection Process. See Company Section 10 tariff. The MN DIA shall be considered to be part of the MN DIP.

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Subscriber Organization'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.

"Public Interest Subscriber" means a Subscriber that demonstrates status as a public or Tribal entity, school, nonpublic organization, house of worship, or social service provider.

"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, BESS, 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.

"Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the Subscriber Organization'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 Subscriber Organization 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 Subscriber Organization or the Community Solar Garden PV System is eligible or that either receives.

"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.

"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 Management System" is the interactive, internet website-based interface ("portal") maintained by or on behalf of the Company through which the Company accepts and manages interconnection applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization 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, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

"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 Organization" is identified above and shall mean a developer or owner of a Community Solar Garden. A Subscriber Organization may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

"Subscriber's Energy Usage Data" refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production 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 Subscriber Organization.

"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.

## AGREEMENTS

The Subscriber Organization 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 Subscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A55). The Subscriber Organization 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.

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 LMI Accessible Community Solar Garden 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. 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 LMI Accessible Community Solar Garden Program associated tariff of the Company's rate book is attached to this contract. The rates for sales and purchases of Subscribed Energy shall be changed/updated annually ~~or otherwise~~ as provided by Minn. Stat. 216B.1641, Subd. 8(b) and by order of the Commission. The Subscriber Organization shall comply with all of the rules stated in the Company's applicable electric tariff related to the LMI Accessible Community Solar Garden 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 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.~~

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 Subscriber Organization via the Subscriber Management System. The Subscriber Organization is required to have all updates in the system by the 25<sup>th</sup> day of each calendar month to be applied for the following calendar month.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Subscriber Organization 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 Subscriber Organization, unless such inaccuracies are caused by the Company.

F. Once the Company's Consolidated Billing service becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for each subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit Rate for each such Subscriber would then be payable to the Community Solar Garden.

G. In the event the Company's IT systems for the payment of Bill Credits has not been developed before the Community Solar Garden begins to generate power, the Company shall track earned credits for allocated production for each amount power is generated, which will be payable to the Community Solar Garden's Subscribers or (in the case of Unsubscribed Energy) the Community Solar Garden upon completion of the IT system upgrades.

2. RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy produced before and during the Term of this Contract shall be assigned to the Company. By participating as a Subscriber Organization under this Contract and associated tariff, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Subscriber Organization 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 Subscriber Organization 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 Subscriber Organization participates in the service offered in this Contract and associated tariff. The Subscriber Organization 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 associated tariff and to 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 Subscriber Organization 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) Subscriber Organization shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Subscriber Organization shall provide full cooperation in connection with Company's registration of the Subscriber Organization's RECs under this Contract and associated tariff 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.

3. 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 Subscriber Organization belongs. The Subscriber Organization shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Subscriber Organization 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 Subscriber Organization's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Subscriber Organization and the Company with respect to the arrangements for House Power.

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Subscriber Organization 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 Subscriber Organization must sign the applicable 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. Metering Charges and Requirements are as set forth in the Company's Section 10 tariff. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract and associated tariff. The meter is located at the main service and will record energy delivered to the Subscriber Organization from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. Subscriber Organization will provide all meter housing and socket replacement and rewiring to install the meter. Subscriber Organization shall be charged monthly the metering charge for the main service meter. Maintenance and Repair of the PV System, Company access to the PV System site, disconnections and emergency shut-offs, shall be consistent with the Section 10 tariff. Any applicant to the LMI Accessible Community Solar Garden Program cannot place its interconnection application on hold while it awaits any action from the Department to make a determination on whether it will be accepted to be part of the LMI Accessible Community Solar Garden Program.

6. Code Compliance. The Subscriber Organization 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. The Subscriber Organization is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.

7. Participation Fee. Each year, the Subscriber Organization will submit a participation fee specified in the Company's LMI Accessible Community Solar Garden associated tariff to the Company for ongoing costs incurred of administering the Community Solar Garden Program. The participation fee may be changed at any time with the approval of the Commission.

8. Disclosure of Production Information. In order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company is 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 Subscriber Organization's consent in writing or email to the Company, or unless the Commission or the Department requests that the Company provides such information to the Subscriber.

9. Disclosure of Community Solar Garden Information. The Company may publicly disclose the Community Solar Garden Location, Subscriber Organization, ~~nameplate AC~~ 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 Subscriber Organization or Department, including a statement that the Subscriber Organization is solely responsible for resolving any disputes with the Department, 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.

10. Certain Tax and Securities Law Issues. The Company makes no warranty or representation concerning the taxable consequences, if any, to Subscriber Organization 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 Subscriber Organization and Subscribers are urged to seek professional advice regarding these issues.

11. Full Cooperation with the Commission, Department, and Minnesota Office of the Attorney General. The Parties agree to fully cooperate with any request for information from the Commission, the Department, or the Minnesota Office of the Attorney General (OAG) 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.

12. Requirements Applicable to the Subscriber Organization. The Subscriber Organization must comply with all requirements set forth in this Contract, including all of the following:

A. General. The Subscriber Organization must comply with the LMI Accessible Community Solar Garden Statutory Requirements, requirements of this Contract and associated tariff, with all policies of the Department, and with all orders of the Commission relating to the LMI Accessible Community Solar Garden Program. The Company is not required to check for compliance with the requirements set forth in any of these, but it shall provide Bill Credits under Minn. Stat. § 216B.1641, Subd. 8, as provided for in the associated tariff for the LMI Accessible Community Solar Garden program, and provide credits to nonsubscribers provide under Minn. Stat. § 216B.1641, Subd. 11, as described in that tariff.

B. Required Use of the Company's Subscriber Management System. The Subscriber Organization must use the Company's Subscriber Management System to submit an application for a Community Solar Garden and to manage Subscribers and Subscriptions. An applicant must apply to the Department, and the Department must approve that application, before an applicant can participate in the Community Solar Garden Program.

C. Subscriber Information. The Subscriber Organization shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company in the Subscriber Management System the name, account number, service address and other information detailed in the associated tariff for the LMI Accessible Community Solar Garden program attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription stated in Watts direct current (DC). The Subscriber Organization 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 Subscriber Organization will not disclose such information to third parties, other than to the Commission, the Department, or the Minnesota Office of Attorney General, unless the Subscriber has provided explicit informed consent, or such disclosure is compelled by law or regulation.

1. For each subscription, the Subscriber Organization must designate in the Subscriber Management System the "Subscriber Type" for each Subscriber – e.g., LMI, Residential Non-LMI, Master-metered affordable housing, Public Interest Subscriber that is small general service customer, Public Interest Subscriber that is a general service commercial customer, other commercial customer, or Backup Subscriber.

2. Once Consolidated Billing becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for each such Subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit for each such Subscriber would then be payable to the Community Solar Garden.

3. The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were higher than would have been authorized had correct information been entered, then the Company shall provide the Subscriber Organization with a written Notice of the overpayment and upon receipt these amounts will be credited to the fuel clause. The Subscriber Organization shall have up to thirty (30) days to cure the overpayment of bill credits. If the overpayment is not cured within the thirty (30) days, the Company may utilize the procedures set forth in Section 15. Consistent with Minn. R. 7820.3800, subp. 3, the Company can demand payment from the Subscriber Organization of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the Subscriber Organization to timely make these payments shall be considered a breach of this Contract.

4. The Department has oversight on Subscriber information. The Department shall be allowed to audit the Subscriber information in the Subscriber Management System. The Company has no duty to audit or correct any improper LMI designation nor any improper back-up subscriber designation. The Department may make a determination that a developer has not properly entered information or has entered incorrect information, and can similarly request that the Company demand the Subscriber Organization to make payment consistent with the provisions in par. 3 above.

5. For example, if the Community Solar Garden has submitted subscription information for a subscriber and for a given month has designated that Subscriber as a "back-up" subscriber, then the Company can rely on that designation in providing Bill Credits and benefits under the PV Demand Credit Rider. If that designation as a "back-up" subscriber is incorrect, such as less than 50% of the subscribed capacity is for LMI customers or if that subscriber subscribed to more than 15 percent of the Community Solar Garden's capacity for more than 12 consecutive months, then the Company can rely on that designation. However, if the Department notifies the Company that the designation has been incorrect for a given month, the Department request that the Company demand from the Subscriber Organization the Bill Credits and PV Demand Credits provided that were above the appropriate amounts.

D. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber. 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. Any transfer of Subscriptions needs to be coordinated through the Subscriber Organization, who in turn needs to provide the required updated information in the Applicable Application System within thirty (30) days of the transfer.

E. Updating Subscriber Information. On or before five (5) business days immediately preceding the first day of each Production Month, the Subscriber Organization 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 Subscriber Management System. Such data to be entered or changed by the Subscriber Organization 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.

F. Responsibility for Verification. The Subscriber Organization 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. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible Community Solar Garden Program.

G. Delivery of Signed Subscriber Agency Agreement from Each Subscriber. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (as set forth in the Company's associated tariff for the LMI Accessible Community Solar Garden Program) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber. This includes the data privacy practices of the Company. These are set forth on the sheets of the associated tariff with a header stating "LMI Accessible Community Solar Garden Program - Subscriber Agency Agreement and Privacy Policies". The Subscriber Organization shall provide a copy of these privacy policies, as updated, to each Subscriber.

13. Remedies for Breach. In the event of any breach of this Contract by either Party, then the other Party 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 Subscriber Organization:

i. At any time the Company seeks a remedy for any breach of this Contract it shall provide in writing a Notice to the Subscriber Organization to remedy the breach within thirty (30) days.

ii. If after the thirty (30) days provided for in the Notice the Subscriber Organization 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 Subscriber Organization is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Subscriber Organization, all Subscribers of the Community Solar Garden, the Department, OAG and Commission.

iii. The Subscriber Organization, the Department, OAG, and/or Commission 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 15 of this Contract.

iv. If the Subscriber Organization, the Minnesota Department of Commerce, OAG and/or Commission 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 Subscriber Organization 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 Subscriber Organization 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. The Department may provide other remedies for any such breach.

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 Subscriber Organization. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate the Contract must be approved by the Commission, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Section 18 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 Department, OAG and Commission. 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 Subscriber Organization, 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 Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate this Contract must be approved by the Commission.

d. In the event of an alleged breach of this Contract by the Subscriber Organization for which the Company sends a Notice pursuant to Section 13(b)(ii) above, 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 13(b)(ii) and Company agrees to accept any such cure as if made by the Subscriber Organization. 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 the associated tariff. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization 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 Subscriber Organization 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 Subscriber Organization may utilize the procedures set forth in Section 15. 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 Commission pursuant to the dispute resolution provisions of Section 15 of this Contract.

#### 14. 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 Subscriber Organization 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 13.d. of this Contract.

15. 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 Department or Commission, as applicable, each of which shall maintain continuing jurisdiction over the issue.

16. Power Purchase Agreement. The separately executed power purchase agreement referenced in the Section 10 tariff for the purchase of power exported by the Subscriber Organization to the Company is not needed. Instead, this Contract and associated tariff shall govern the terms for the power exported by the Subscriber Organization to the Company.

17.A. Miscellaneous. The provisions of this par. 17.A. only apply to those applications that are not subject to the MN DIP. 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 Subscriber Organization 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 the Company's Tariffs and Rules
- F. Amendment or Modification
- G. Entire Agreement
- H. Confidential Information
- I. Non-Warranty
- J. No Partnership

17.B. Miscellaneous. The provisions of this par. 17.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA 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 MN DIA uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of the present Contract, and where it uses the term "Area EPS Operator" it shall mean the Company. Where the MN DIA uses the term "Agreement", this shall mean this Contract for purposes of the present Contract. References to MN DIA sections below also includes all associated sub-sections

- A. Force Majeure – MN DIA Section 7.6
- B. Notices – MN DIA Section 13.1
- C. Assignment – MN DIA Section 7.1
- C. Non-Waiver – MN DIA Section 12.4
- D. Governing Law – MN DIA Section 12.1
- E. Confidential Information – MN DIA Section 9
- F. Amendment or Modification – MN DIA Section 12.2

- G. Entire Agreement – MN DIA Section 12.5
- H. Non-Warranty – MN DIA Section 7.3
- I. No Partnership – MN DIA Section 12.7
- J. Severability – MN DIA Section 12.8
- K. Subcontractors – MN DIA Section 12.11
- L. Inclusion of Tariffs – MN DIA Section 12.12

18. 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.

## 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.

### Subscriber Organization

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### Northern States Power Company, a Minnesota corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATE OF SERVICE

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

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

xx electronic filing

**DOCKET No.      E002/CI-23-0335**

Dated this 26<sup>th</sup> day of September 2024

/s/

---

Joshua DePauw  
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ross	Abbey	ross.abbey@us-solar.com	United States Solar Corp.	100 North 6th St Ste 222C  Minneapolis, MN 55403	Electronic Service	No	OFF_SL_23-335_Official
Michael	Allen	michael.allen@allenergysolar.com	All Energy Solar	721 W 26th st Suite 211  Minneapolis, MN 55405	Electronic Service	No	OFF_SL_23-335_Official
David	Amster Olzweski	david@mysunshare.com	SunShare, LLC	1151 Bannock St  Denver, CO 80204-8020	Electronic Service	No	OFF_SL_23-335_Official
Laura	Beaton	beaton@smwlaw.com	Shute, Mihaly & Weinberger LLP	396 Hayes Street  San Francisco, CA 94102	Electronic Service	No	OFF_SL_23-335_Official
Ingrid	Bjorklund	ingrid@bjorklundlaw.com	Bjorklund Law, PLLC	855 Village Center Drive #256  North Oaks, MN 55127	Electronic Service	No	OFF_SL_23-335_Official
Kenneth	Bradley	kbradley1965@gmail.com		2837 Emerson Ave S Apt CW112  Minneapolis, MN 55408	Electronic Service	No	OFF_SL_23-335_Official
Jessica	Burdette	jessica.burdette@state.mn.us	Department of Commerce	85 7th Place East Suite 500 St. Paul, MN 55101	Electronic Service	No	OFF_SL_23-335_Official
Gabriel	Chan	gabechan@umn.edu	University of Minnesota	130 Hubert H. Humphrey Center 301 19th Ave S Minneapolis, MN 55455	Electronic Service	No	OFF_SL_23-335_Official
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400  St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_23-335_Official
Kevin	Cray	kevin@communitysolaraccess.org	CCSA	1644 Platte St  Denver, CO 80202	Electronic Service	No	OFF_SL_23-335_Official



First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
George	Damian	gdamian@cleanenergyeconymn.org	Clean Energy Economy MN	13713 Washburn Ave S Burnsville, MN 55337	Electronic Service	No	OFF_SL_23-335_Official
Timothy	DenHerder Thomas	timothy@cooperativeenergyfutures.com	Cooperative Energy Futures	3500 Bloomington Ave. S Minneapolis, MN 55407	Electronic Service	No	OFF_SL_23-335_Official
James	Denniston	james.r.denniston@xcenergy.com	Xcel Energy Services, Inc.	414 Nicollet Mall, 401-8 Minneapolis, MN 55401	Electronic Service	No	OFF_SL_23-335_Official
Adam	Duininck	aduininck@ncsrcc.org	North Central States Regional Council of Carpenters	700 Olive Street St. Paul, MN 55130	Electronic Service	No	OFF_SL_23-335_Official
Brian	Edstrom	briane@cubminnesota.org	Citizens Utility Board of Minnesota	332 Minnesota St Ste W1360 Saint Paul, MN 55101	Electronic Service	No	OFF_SL_23-335_Official
Betsy	Engelking	betsy@nationalgridrenewables.com	National Grid Renewables	8400 Normandale Lake Blvd Ste 1200 Bloomington, MN 55437	Electronic Service	No	OFF_SL_23-335_Official
John	Farrell	jfarrell@ilsr.org	Institute for Local Self-Reliance	2720 E. 22nd St Institute for Local Self-Reliance Minneapolis, MN 55406	Electronic Service	No	OFF_SL_23-335_Official
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_23-335_Official
Nathan	Franzen	nathan@nationalgridrenewables.com	Geronimo Energy, LLC	8400 Normandale Lake Blvd Ste 1200 Bloomington, MN 55437	Electronic Service	No	OFF_SL_23-335_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Hal	Galvin	halgalvin@comcast.net	Provectus Energy Development llc	1936 Kenwood Parkway  Minneapolis, MN 55405	Electronic Service	No	OFF_SL_23-335_Official
Allen	Gleckner	gleckner@fresh-energy.org	Fresh Energy	408 St. Peter Street Ste 350 Saint Paul, MN 55102	Electronic Service	No	OFF_SL_23-335_Official
Jenny	Glumack	jenny@mrea.org	Minnesota Rural Electric Association	11640 73rd Ave N  Maple Grove, MN 55369	Electronic Service	No	OFF_SL_23-335_Official
Sean	Gosiewski	sean@afors.org	Alliance for Sustainability	2801 21st Ave S Ste 100  Minneapolis, MN 55407	Electronic Service	No	OFF_SL_23-335_Official
Scott	Greenbert	scott@nautilussolar.com	Nautilus Solar Energy, LLC	396 Springfield Aver, Ste 2  Summit, NJ 07901	Electronic Service	No	OFF_SL_23-335_Official
Kim	Havey	kim.havey@minneapolismn.gov	City of Minneapolis	350 South 5th Street, Suite 315M Minneapolis, MN 55415	Electronic Service	No	OFF_SL_23-335_Official
Jan	Hubbard	jan.hubbard@comcast.net		7730 Mississippi Lane  Brooklyn Park, MN 55444	Electronic Service	No	OFF_SL_23-335_Official
Reuben	Hunter	bhunter@madisonei.com	Madison Energy Investments	8100 Boone Blvd Suite 430 Vienna, VA 22182	Electronic Service	No	OFF_SL_23-335_Official
John S.	Jaffray	jjaffray@jjrpower.com	JJR Power	350 Highway 7 Suite 236  Excelsior, MN 55331	Electronic Service	No	OFF_SL_23-335_Official
Julie	Jorgensen	juliejorgensen62@gmail.com	Greenmark Solar	4630 Quebec Ave N  New Hope, MN 55428-4973	Electronic Service	No	OFF_SL_23-335_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Cliff	Kaehler	cliff.kaehler@novelenergy.biz	Novel Energy Solutions LLC	4710 Blaylock Way  Inver Grove Heights, MN 55076	Electronic Service	No	OFF_SL_23-335_Official
Ralph	Kaehler	Ralph.Kaehler@gmail.com		13700 Co. Rd. 9  Eyota, MN 55934	Electronic Service	No	OFF_SL_23-335_Official
Michael	Kampmeyer	mkampmeyer@a-e-group.com	AEG Group, LLC	260 Salem Church Road  Sunfish Lake, MN 55118	Electronic Service	No	OFF_SL_23-335_Official
William D	Kenworthy	will@votesolar.org	Vote Solar	1 South Dearborn St Ste 2000  Chicago, IL 60603	Electronic Service	No	OFF_SL_23-335_Official
Brad	Klein	bklein@elpc.org	Environmental Law & Policy Center	35 E. Wacker Drive, Suite 1600  Suite 1600 Chicago, IL 60601	Electronic Service	No	OFF_SL_23-335_Official
Aaron	Knoll	aknoll@greeneespel.com	Greene Espel PLLP	222 South Ninth Street Suite 2200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_23-335_Official
Michael	Krause	michaelkrause61@yahoo.com	Kandiyo Consulting, LLC	1200 Plymouth Avenue  Minneapolis, MN 55411	Electronic Service	No	OFF_SL_23-335_Official
Dean	Leischow	dean@sunrisenrg.com	Sunrise Energy Ventures	315 Manitoba Ave Ste 200  Wayzata, MN 55391	Electronic Service	No	OFF_SL_23-335_Official
Annie	Levenson Falk	annief@cupminnesota.org	Citizens Utility Board of Minnesota	332 Minnesota Street, Suite W1360  St. Paul, MN 55101	Electronic Service	No	OFF_SL_23-335_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Alice	Madden	alice@communitypowermn.org	Community Power	2720 E 22nd St Minneapolis, MN 55406	Electronic Service	No	OFF_SL_23-335_Official
Gregg	Mast	gmast@cleanenergyeconomymn.org	Clean Energy Economy Minnesota	4808 10th Avenue S Minneapolis, MN 55417	Electronic Service	No	OFF_SL_23-335_Official
Jason	Maur	jason.maur@renesolapower.com	Renesola Power Holdings, LLC	850 Canal Street 3rd Floor Stamford, CT 06902	Electronic Service	No	OFF_SL_23-335_Official
Matthew	Melewski	matthew@nokomisenergy.com	Nokomis Energy LLC & Ole Solar LLC	2639 Nicollet Ave Ste 200 Minneapolis, MN 55408	Electronic Service	No	OFF_SL_23-335_Official
Thomas	Melone	Thomas.Melone@AllcoUS.com	Minnesota Go Solar LLC	222 South 9th Street Suite 1600 Minneapolis, MN 55120	Electronic Service	No	OFF_SL_23-335_Official
Michael	Menzel	mike.m@sagiliti.com	Sagiliti	23505 Smithtown Rd. Suite 280 Excelsior, MN 55331	Electronic Service	No	OFF_SL_23-335_Official
Marc	Miller	mmiller@soltage.com	Soltage, LLC	66 York Street, 5th Floor Jersey City, NJ 07302	Electronic Service	No	OFF_SL_23-335_Official
Marcus	Mills	Marcus@communitypowermn.org	Community Power	2720 E 22nd St Minneapolis, MN 55406	Electronic Service	No	OFF_SL_23-335_Official
Andrew	Moratzka	andrew.moratzka@stoel.com	Stoel Rives LLP	33 South Sixth St Ste 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_23-335_Official
Pouya	Najmaie	pouya@cooperativeenergyfutures.com	Cooperative Energy Futures	3416 16th Ave S Minneapolis, MN 55407	Electronic Service	No	OFF_SL_23-335_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Rolf	Nordstrom	rnordstrom@gpsid.net	Great Plains Institute	2801 21ST AVE S STE 220  Minneapolis, MN 55407-1229	Electronic Service	No	OFF_SL_23-335_Official
Logan	O'Grady	logrady@mnseia.org	Minnesota Solar Energy Industries Association	2288 University Ave W  St. Paul, MN 55114	Electronic Service	No	OFF_SL_23-335_Official
Patty	O'Keefe	patty.okeefe@sierraclub.org		2525 Emerson Ave S Apt 2  Minneapolis, MN 55405	Electronic Service	No	OFF_SL_23-335_Official
Jeff	O'Neill	jeff.oneill@ci.monticello.mn.us	City of Monticello	505 Walnut Street Suite 1 Monticello, MN 55362	Electronic Service	No	OFF_SL_23-335_Official
Carol A.	Overland	overland@legalelectric.org	Legalelectric - Overland Law Office	1110 West Avenue  Red Wing, MN 55066	Electronic Service	No	OFF_SL_23-335_Official
Eric	Pasi	ericp@ips-solar.com	IPS Solar	2670 Patton Rd  Roseville, MN 55113	Electronic Service	No	OFF_SL_23-335_Official
Dan	Patry	dpatry@sunedison.com	SunEdison	600 Clipper Drive  Belmont, CA 94002	Electronic Service	No	OFF_SL_23-335_Official
Jeffrey C	Paulson	jeff.jcplaw@comcast.net	Paulson Law Office, Ltd.	4445 W 77th Street Suite 224 Edina, MN 55435	Electronic Service	No	OFF_SL_23-335_Official
Morgan	Pitz	morgan.pitz@us-solar.com	US Solar	100 N 6th St #410B Minneapolis, MN 55403	Electronic Service	No	OFF_SL_23-335_Official
Kristel	Porter	kristel@mnrenewablenow.org	MN Renewable Now	N/A	Electronic Service	No	OFF_SL_23-335_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Paula	Prahl	paula.prahl@dominiuminc.com	Dominium	2905 Northwest Blvd Ste 150 Plymouth, MN 55441	Electronic Service	No	OFF_SL_23-335_Official
Kevin	Pranis	kpranis@liunagroc.com	Laborers' District Council of MN and ND	81 E Little Canada Road  St. Paul, MN 55117	Electronic Service	No	OFF_SL_23-335_Official
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_23-335_Official
Jonathan	Roberts	jroberts@soltage.com	Soltage	66 York St 5th Floor Jersey City, NJ 07302	Electronic Service	No	OFF_SL_23-335_Official
Nathaniel	Runke	nrunke@local49.org	International Union of Operating Engineers Local 49	611 28th St. NW  Rochester, MN 55901	Electronic Service	No	OFF_SL_23-335_Official
Delaney	Russell	delaney@mnipl.org	Just Solar Coalition	4407 E Lake Street  Minneapolis, MN 55407	Electronic Service	No	OFF_SL_23-335_Official
Christine	Schwartz	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7  Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_23-335_Official
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th PI E Ste 350  Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_23-335_Official
David	Shaffer	david.shaffer@novelenergy.biz	Novel Energy Solutions	2303 Wycliff St Ste 300  St. Paul, MN 55114	Electronic Service	No	OFF_SL_23-335_Official
Christopher L.	Sherman	csherman@sherman-associates.com	Solar Holdings LLC	233 Park Ave S Ste 201  Minneapolis, MN 55415	Electronic Service	No	OFF_SL_23-335_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Doug	Shoemaker	dougs@charter.net	Minnesota Renewable Energy	2928 5th Ave S Minneapolis, MN 55408	Electronic Service	No	OFF_SL_23-335_Official
Russ	Stark	Russ.Stark@ci.stpaul.mn.us	City of St. Paul	Mayor's Office 15 W. Kellogg Blvd., Suite 390 Saint Paul, MN 55102	Electronic Service	No	OFF_SL_23-335_Official
Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	OFF_SL_23-335_Official
Whitney	Terrill	whitney@mnipl.org	Minnesota Interfaith Power & Light	N/A	Electronic Service	No	OFF_SL_23-335_Official
Anna	Tobin	atobin@greeneespel.com	Greene Espel PLLP	222 South Ninth Street Suite 2200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_23-335_Official
Zack	Townsend	zachary.townsend@brookfielddrenewable.com	Brookfield Renewable	200 Liberty St FL 14  New York, NY 10281	Electronic Service	No	OFF_SL_23-335_Official
Pat	Treseler	pat.jcplaw@comcast.net	Paulson Law Office LTD	4445 W 77th Street Suite 224 Edina, MN 55435	Electronic Service	No	OFF_SL_23-335_Official
John	Vaughn	Nik@real.org	Rural Renewable Energy Alliance	3963 8th Street SW  Backus, MN 55435	Electronic Service	No	OFF_SL_23-335_Official
Kevin	Walker	KWalker@beaconinterfaith.org	Beacon Interfaith Housing Collaborative	N/A	Electronic Service	No	OFF_SL_23-335_Official
Jenna	Warmuth	jwarmuth@mnpower.com	Minnesota Power	30 W Superior St  Duluth, MN 55802-2093	Electronic Service	No	OFF_SL_23-335_Official
Jessica	Welk	jwelk@sherman-associates.com	Sherman Associates	233 Park Avenue South Suite 201 Minneapolis, MN 55415	Electronic Service	No	OFF_SL_23-335_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Curtis P	Zaun	curtis@cpzlaw.com	Attorney At Law	3254 Rice Street Little Canada, MN 55126	Electronic Service	No	OFF_SL_23-335_Official