

October 24, 2017

PUBLIC DOCUMENT

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

RE: **PUBLIC Comments of the Minnesota Department of Commerce, Division of Energy Resources**
Docket No. E002/AI-17-577

Dear Mr. Wolf:

Attached are the **PUBLIC** Comments of the Minnesota Department of Commerce, Division of Energy Resources (Department) in the following matter:

Northern States Power Company, doing business as Xcel Energy's (NSP, Xcel or the Company) Petition with the Minnesota Public Utilities Commission to Request Approval of Two Solar Related Contracts Between the Company and its Non-Regulated Affiliate Nicollet Projects I LLL

The petition was filed on July 28, 2017 by:

Amy A. Liberkowski
Director, Regulatory Pricing and Analysis
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The Department recommends that the Minnesota Public Utilities Commission (Commission) **approve the use of the Interconnection Agreement and Standard Contract for the solar projects that will be owned by Xcel Energy's affiliate, Nicollet Projects I LLC, and approve the Administrative Services Agreement between Xcel Energy Services Inc. and Nicollet Projects I LLC, as modified to correct the Employee Ratio allocation method, and subject to future review in rate recovery proceedings and in annual compliance filings.** The Department is available to answer any questions the Commission may have.

Sincerely,

/s/ NANCY A. CAMPBELL
Analyst Coordinator

/s/ SUSAN L. PEIRCE
Analyst Coordinator

NAC/SLP/ja
Attachment



Before the Minnesota Public Utilities Commission

Comments of the Minnesota Department of Commerce Division of Energy Resources

Docket No. E002/AI-17-577

PUBLIC DOCUMENT

I. SUMMARY OF XCEL ENERGY'S PETITION

According to Northern States Power Company, doing business as Xcel Energy (Xcel Energy or the Company), Minn. Stat. §216B.48 subd. 3 and Minn. Rule 7825.2200 subp. B, establish the standards for approval of an affiliated interest request. In its petition, Xcel Energy requested from the Minnesota Public Utilities Commission (Commission) approval of its two contracts between the Company and its affiliate, Nicollet Projects I LLC (Nicollet Projects) regarding the participation of Nicollet Projects in the Company's Solar*Rewards Community Program.

The first contract is the Company's standard, tariffed interconnection agreement (the Interconnection Agreement). An Interconnection Agreement has been executed for each of the 14 solar projects that make up the portfolio of solar projects being purchased by Nicollet Projects from a solar developer, New Energy Equity LLC (NEE or the Seller). The current signatories to the executed Interconnection Agreements are the Company and the Seller. Pending Commission approval of the Company's Petition and transaction close, the executed Interconnection Agreements will be transferred from the Seller to Nicollet Projects.

The second contract, the Company's tariffed Standard Contract for Solar*Rewards Community (the Standard Contract), has not yet been executed for any of the solar projects in the portfolio. According to the Company, the Standard Contract is only executed by the parties once the project is at (or very near) commercial operation. Accordingly, no transfer of the Standard Contracts will be required as the original signatories to the Standard Contracts will be the Company and Nicollet Projects.

In addition to the Company's request to approve these two contracts, the Company's petition sets forth additional detail regarding Nicollet Projects' participation in the Company's Solar*Rewards Community as a Community Solar Garden Operator. According to the Company, Nicollet Projects as a non-regulated entity is not obligated to obtain Commission approval of its

participation in the Solar*Rewards Community Program (SRC Program),¹ but the Company provided this additional information in the interest of transparency. Xcel Energy submitted the following schedules and Attachment in support of their petition:

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

II. BACKGROUND

The Company's Solar*Rewards Community program was filed with the Commission on September 30, 2013 in compliance with the Community Solar Gardens statute, Minn. Stat. 216B.1641.² The Commission approved the program and the use of a tariffed form contract in its Order dated September 17, 2014.

According to Xcel Energy, New Energy Equity, LLC (NEE) is a renewable energy developer building solar projects in the Company's SRC Program. Nicollet Projects is a nonregulated Company affiliate and is in the process of purchasing a portfolio of turnkey solar projects from NEE, the Seller.

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

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

III. DEPARTMENT ANALYSIS

A. STATUTORY REQUIREMENTS FOR AFFILIATED-INTEREST AGREEMENTS

Minnesota Statutes dictate the requirements necessary to be met for affiliated service agreements at Minnesota Statute section 216B.48, subd. 3 as follows:

No contract or arrangement, including any general or continuing arrangement, providing for the furnishing of management, supervisory, construction, engineering, accounting, legal, financial, or similar services, and no contract or arrangement for the purchase, sale, lease, or exchange of any property, right, or thing, or for the furnishing of any service, property, right, or thing, other than those above enumerated, made or entered into after January 1, 1975 between a public utility and any affiliated interested as defined in subdivision 1, clauses (1) to (8), or any arrangement between a public utility and an affiliated interest as defined in subdivision 1, clause (9), made or entered into after August 1, 1993, is valid or effective unless and until the contract or arrangement has received the written approval of the commission. (Emphasis added)

Minnesota Statute section 216B.48, subd. 3 additionally provides two tests to be applied by the Commission in cases of affiliated-interest contracts; the burden of proof for satisfying these tests rests with the Company:

The commission shall approve the contract or arrangement made or entered into after that date only if it clearly appears and is established upon investigation that it is reasonable and consistent with the public interest. No contract or arrangement may receive the Commission's approval unless satisfactory proof is submitted to the commission of the cost to the affiliated interest of rendering the services or of furnishing the property or service to each public utility. Proof is satisfactory only if it includes the original or verified copies of the relevant cost records and other relevant accounts of the affiliated interest, or an abstract or summary as the commission may deem adequate, properly identified and duly authenticated, provided, however, that the commission may, where reasonable, approve or disapprove the contracts or arrangements without the submission of cost records or accounts.

The burden of proof to establish the reasonableness of the contract or arrangement is on the public utility. (Emphasis added)

Specifically, the burden of proof is on the Company to show that the two solar-related contracts (Interconnection Agreement and Standard Contract) are both reasonable and consistent with the public interest. If the Commission determines that Xcel Energy has met its burden of proof, the Commission shall approve the agreement.

Finally, Minnesota Statute section 216B.48, subd. 6 is clear that the Commission has continuing authority over the affiliated-interest agreement if actual experience under the agreement results in rates that are unreasonable:

Subd. 6. Commission retains continuing authority over contract.

The commission shall have continuing supervisory control over the terms and conditions of the contracts and arrangements as are herein described so far as necessary to protect and promote the public interest. The commission shall have the same jurisdiction over the modifications or amendment of contracts or arrangements as are herein described as it has over such original contracts or arrangements. The fact that the commission shall have approved entry into such contracts or arrangements as described herein shall not preclude disallowance or disapproval of payments made pursuant thereto, if upon actual experience under such contract or arrangement it appears that the payments provided for or made were or are unreasonable.

B. FILING REQUIREMENTS

In Docket No. E, G-999/CI-98-651, the Commission provided minimum filing requirements that must be satisfied within 30 days of executing a contract or arrangement with an affiliate.³ The Order in this docket also requires that within 30 days of executing a contract or arrangement with an affiliate, the utility must make a filing that includes the following information:

1. A heading that identifies the type of transaction.
2. The identity of the affiliated parties in the first sentence.

³ In the Matter of a Commission Investigation into Procedures for Reviewing Public Utility Affiliated Interest Contracts and Arrangements, ORDER INITIATING REPEAL OF RULE, GRANTING GENERIC VARIANCE, AND CLARIFYING INTERNAL OPERATING PROCEDURES (September 14, 1998).

3. A general description of the nature and terms of the agreement, including the effective date of the contract or arrangement and the length of the contract or arrangement.
4. A list and the past history of all current contracts or agreements between the utility and the affiliate, the consideration received by the affiliate for such contracts or agreements, and a summary of the relevant cost records related to these ongoing transactions.
5. A descriptive summary of the pertinent facts and reasons why such contract or agreement is in the public interest.
6. The amount of compensation and, if applicable, a brief description of the cost allocation methodology or market information used to determine cost or price.
7. If the service or good acquired from an affiliate is competitively available, an explanation must be included stating whether competitive bidding was used and, if it was used, a copy of the proposal or a summary must be included. If it is not competitively bid, an explanation must be included stating why bidding was not used.
8. If the arrangement is in writing, a copy of that document must be attached.
9. Whether, as a result of the affiliate transaction, the affiliate would have access to customer information, such as customer name, address, usage or demographic information.
10. The filing must be verified.

As noted by the Company there was no competitive bidding between the Company and Nicollet Projects with respect to the Interconnection Agreements, Standard Contract for Solar*Rewards Community, or for any other purpose. Solar*Rewards Community is a statutory program and all rates, fees, or other costs as between the Company and its affiliate Nicollet Projects are set forth in the tariffed agreement. The Minnesota Department of Commerce, Division of Energy Resources (Department or DOC) agrees that as long as Nicollet Projects is held to the same standards as other owner/operators by use of the same Interconnection Agreement and Standard Contract for Solar*Rewards Community approved by the Commission, then competitive bidding is not necessary in this limited instance.

The Department has reviewed the instant petition. On pages 5 to 10 of the petition, Xcel Energy provided the affiliated-interest requirements for Minnesota Rule 7825.2200B, along with a brief explanation on how the Company believes it has satisfied each requirement. The Department concludes that Xcel Energy has complied with the filing requirements under Minnesota Rule 7825.2200B.

C. ANALYSIS OF PROPOSAL

In its review of the Interconnection Agreements and Standard Contract between the Company and its non-regulated affiliate Nicollet Projects, the Department assesses whether the agreements are in the public interest and reasonable. The Department also assesses whether Nicollet Projects is treated the same (in a non-discriminatory manner) as other owners and developers of community solar projects regarding use of the Interconnection Agreements and Standard Contract for Solar*Rewards Community. Finally, the Department reviews the cost allocations between Xcel Energy Services and Nicollet Projects to ensure that the utility's ratepayers do not subsidize operations of the non-regulated affiliate.

1. Reasonableness of the Interconnection Agreements and Standard Contract

The Interconnection Agreement is a tariffed contract contained in Section 10 of the Company's Electric Rate Book and provides the terms and conditions for interconnecting generating facilities to the Company's distribution grid. The Interconnection Agreement sets forth certain operational requirements, cost responsibility, terms for disconnection, and insurance requirements. For each project in the portfolio to be purchased by Nicollet Projects, an Interconnection Agreement has been signed by the Company and NEE, the Seller. Upon transaction close, the executed Interconnection Agreements will be transferred from the Seller to Nicollet Projects and thus will ultimately be between the Company and Nicollet Projects.⁴

The Standard Contract sets forth the terms and conditions that govern the SRC Program as it pertains to all participants, including a provision that requires the Company to purchase the energy generated by the solar garden and, based on that production, to provide bill credits to the garden's subscribers. Other key provisions outlined in the Standard Contract include the length of the contract, disclosure requirements, how and to whom Renewable Energy Certificates (RECs) are assigned, and the subscriber bill credit rate. The Standard Contract will be executed by the Company and the Community Solar Garden Operator - in this instance, Nicollet Projects, for each project that has achieved commercial operation.

⁴ By "transferred" the Company means "effective transfer." The underlying transaction is technically a purchase of membership interests in 14 LLC project companies by Nicollet Projects.

The Commission's September 17, 2014 Order in Docket No. E002/M-13-867 authorized the terms of the Solar*Rewards Community program on the basis that the terms were reasonable and consistent with the public interest. In approving the Section 10 Interconnection Agreement, the Commission similarly concluded that those terms and conditions were reasonable and in the public interest. Additionally, in approving the program, the Commission conditioned participation in the program on execution of both the Standard Contract and the Section 10 Interconnection Agreement for all Community Solar Garden Operators. Xcel Energy concluded in its petition that, "In stepping into the shoes of the solar developer and becoming the counterparty to the Standard Contract and Interconnection Agreements, Nicollet Projects is bound by tariffed terms that the Commission has already found to be reasonable and in the public interest."⁵

The Department asked Xcel Energy if the Company had any conversation or provided any information to NEE regarding best places to locate its solar projects. The Department asked if Xcel's knowledge of best solar locations, influenced in any way the solar projects developed by NEE that will become Nicollet Projects' solar projects. The Department also asked whether Xcel has provided location information regarding best places to locate solar to all solar entities (developers, owners, etc.). Xcel Energy provided the following response to Department Information Request No. 7:⁶

- a) No, it has not. Project location decisions were made entirely by the developers, and were driven by their assessment of the suitability of the site.
- b) No, it has not. Xcel Energy did not influence the developers' site selections, nor did it influence the manner in which the developers moved projects through the interconnection process.
- c) Xcel provides options to all potential SRC Program developers as they assess site suitability. One of those options includes a capacity screen, commonly referred to as pre-application data in the industry, as detailed at Section 9, Sheets 68.14 and 68.15:

⁵ Petition at page 7.

⁶ The Department has included as Attachment A (both Trade Secret and Public Versions) a copy of the nine information requests asked by the Department and the responses provided by Xcel Energy.

10. Capacity Screen

- a. Any Community Solar Garden applicant may enter into a reasonable and customary non-disclosure agreement with the Company to receive distribution infrastructure and load analysis on a per feeder basis, and study results for previously studied projects. A response to such an information request must be fulfilled within 15 business days of the request. Information requests may include feeder specific voltage, concurrent minimum and peak loading analysis, existing distributed generation under operation, amount of distributed generation in the interconnection queue or Study Queue, terminated maximum distance substation, and any other pertinent information for the purposes of interconnection.
- b. The response to the distribution infrastructure and load analysis on a per feeder basis will consist of the following:
 - i) Substation name
 - ii) Distance from Substation
 - iii) Substation transformer nameplate capacity
 - iv) Substation transformer minimum daytime load
 - v) Substation transformer maximum load
 - vi) Feeder name
 - vii) Feeder Voltage
 - viii) Feeder minimum daytime load
 - ix) Feeder maximum load
 - x) Presence of a voltage regulator
 - xi) Presence of a reclosure
 - xii) Distributed resources in operation per feeder and substation
 - xiii) Distributed energy resources in the interconnection queue or Study Queue per feeder and substation
 - xiv) Conductor size and material
- c. The study results for previously studied projects will consist of the following when available:
 - i) Distributed Energy Resource Type
 - ii) Approximate POI distance from substation
 - iii) Facility AC Nameplate Requested
 - iv) Facility AC Nameplate Approved
 - v) Non-unity DER Power Factor Required? (Y/N)
 - vi) Line Reconductor or Rebuild Required? (Y/N)

- vii) Protection Upgrades Required? (Y/N)
 - viii) Voltage Regulation Upgrades Required? (Y/N)
 - ix) Date study results delivered
- d. The applicant at the time of the request for this information must also pay a fee of \$250.00 per request, and each request is on a per feeder basis based on the specific location of a proposed Community Solar Garden Site. There is no requirement that there be an actual application submitted in the CSG Application System for the specific location of the proposed Community Solar Garden Site which is the subject of the request. The above 15 business day response time begins upon providing such a request along with the required payment.

The Company also has produced a publicly available Distribution System Study with hosting capacity analysis in Docket No. E002/M-15-962.

The Department asked Xcel Energy to describe any and all protections in place to ensure non-discrimination of all information related to solar gardens including information regarding available capacity for gardens, and planned upgrades to the distribution system. Xcel Energy provided the following response to Department Information Request No. 9:

The planning and development process for solar garden projects under the SRC Program is an inherently independent process for developers. Interconnection capacity and distribution system viability information that is not publicly available information would not and has not been provided to any individual developer.

As mentioned in our response to DOC IR No. 7, Xcel Energy provides options to all potential SRC Program developers to assist in selecting development sites. These options include a capacity screen (or pre-application data) and a publicly available Distribution System Study with hosting capacity analysis, which was produced in Docket No. E002/M-15-962. Beyond these tools, no additional information will be provided to individual developers.

These safeguards will apply to all developers for all future solar sites which are developed to be a part of the SRC Program.

The Department asked Xcel Energy to identify and explain any differences in the Interconnection Agreements and Standard Contracts at issue in this proceeding, compared with the Commission-approved agreement and contract. In response to Department information request no. 2, Xcel Energy confirmed that the Interconnection Agreements and Standard Contracts are standard, tariffed agreements as approved by the Commission, with no changes.

The Department asked Xcel Energy if the prices for the solar projects being purchased by Nicollet Projects are lower as a result of any assistance that may have been provided to the Seller/NEE. The Department also asked whether any exchange of favors occurred between Xcel, Nicollet Projects, NEE or Energy Support Services LLC (ESS)⁷ and if so, to please explain. Xcel Energy provided the following response to Department Information Request No. 8:

- a. No. Neither Xcel Energy nor Nicollet Projects has assisted NEE in the development of the projects. The siting and interconnection responsibilities are managed by NEE. The developer is incurring the same costs for interconnection and distribution system upgrades as any other developer would for a project with the same attributes participating in the program. The interconnection and/or development costs are not affected by the fact that the projects eventually will be owned by an Xcel Energy affiliate. Accordingly, the purchase price was not lower given that we did not provide project development assistance to the developer.
- b. No. Please see the response to subpart (a) and DOC IR No. 4.

As discussed above, the Commission's September 17, 2014 Order in Docket No. E002/M-13-867 authorized the terms of the Solar*Rewards Community program on the basis that the terms (including the Interconnection Agreement and Standard Contract) were reasonable and consistent with the public interest. Based on the Department's review including the information requests and responses cited above, the Department considers the Interconnection Agreements and Standard Contracts to be reasonable and in the public interest, and therefore recommends that the Commission approve use of these two solar-related contracts.

⁷ As further discussed below, ESS is an affiliate of NEE that will provide subscriber management services and all services related to solar facility O&M.

2. *Non-Discriminatory Treatment*

Xcel Energy provided on pages 8 and 9 of its petition, four reasons why the solar projects in the portfolio being purchased by Nicollet Projects, have not and will not benefit from any discriminatory treatment. First, according to the Company, the timeline of negotiations demonstrates that the Seller/NEE has been following the SRC Program process in the same way as any other competing developer has. All solar projects were submitted to the program, including location, size, and technical details for each project, by no later than November 22, 2016. However, Xcel Energy and its affiliate Nicollet Projects and NEE did not start their initial discussions until January 2017, after NEE had submitted the solar projects into the SRC Program. Additionally, NEE has been independently marketing the subscription offers to its projects to potential subscribers in the same way as other competing developers have, without any information or any assistance from Nicollet Projects.

Second, as discussed above, the Interconnection Agreements and Standard Contracts are tariffed, therefore, Nicollet Projects will be in the same position as all other Community Solar Garden Operators and will need to satisfy all the contractual terms as a condition of program participation. In compliance with the tariffed agreements, Nicollet Projects would be responsible for paying actual costs for distribution system construction, receive any unsubscribed energy payments at the current tariffed rates, and otherwise “live by” the terms of the tariff. Also, Xcel Energy on page 9 of its petition discusses steps to ensure “Nicollet Projects has not had and will continue not to have access to non-public distribution grid information, customer data, or program data.” Xcel Energy also submitted affidavits from the negotiating team leads that attest to these facts in Attachments G and H of its petition.

Third, Nicollet Projects will be outsourcing the subscriber-facing contract through its Customer Management Agreement with the Seller/NEE’s affiliate Energy Support Services LLC. Xcel Energy has included the Customer Management Agreement in Attachment C of its petition, which includes in Section 2 that if a subscriber were to withdraw from the program, replacement of that subscriber will be handled by the Seller/NEE, who has no greater access to the Company’s customer records and market research than any other solar developer.⁸ Additionally, Xcel Energy notes that no employees from Northern States Power Minnesota (NSPM) have nor will support Nicollet Projects. Only Xcel Energy Services (XES) will provide

⁸ Section 2.1.1 of the Customer Management Agreement, the NEE affiliate is engaged to provide the services listed on Schedule 2 (c) including the duty to find replacement customers, (b) manage subscription transfers, prepare billings and manage the collection process, and (a) engage as the point of contact for customer service request calls, among other responsibilities. Section 2.2 provides that all individuals who perform such Services shall be employees or subcontractors of the NEE affiliate. Section 3.4.1 provides that the NEE affiliate shall keep and maintain all records relating to the Customers under the Subscription Agreement or are otherwise required by law or advisable.

support to Nicollet Projects and these costs will be both direct-assigned and indirectly allocated to Nicollet Projects under an Administrative Services Agreement. The Department discusses cost allocation in Section 3 below.

Fourth, Nicollet Projects will be outsourcing the operation and maintenance (O&M) of its solar projects through its Operation and Management Agreement with the Seller/NEE's affiliate Energy Support Service LLC, which is included in Attachment B of the Company's petition. Xcel Energy also noted that no employees from the Company have nor will support Nicollet Projects on O&M related to the solar facilities.⁹

The Department asked Xcel Energy to explain all safeguards the Company will use to ensure that it does not treat Nicollet Projects in a preferential manner relative to other solar garden developers. The Department asked Xcel Energy to include information on, 1) how Nicollet Projects will be identified to Xcel personnel, 2) Nicollet's access to information on Xcel's distribution system, 3) bill treatment, and 4) how Xcel will ensure non-discriminatory treatment through the interconnection process. Xcel Energy provided the following response to Department Information Request No. 4:

At the outset, it should be noted that the timeline of the negotiations demonstrate that Nicollet Projects did not receive any preferential treatment when it comes to the initial approval of these solar projects. The developer, NEE, has been following the SRC Program process in the same way as any other developer. All projects were submitted for approval before initial discussions between NEE and the Company or Nicollet Projects commenced in January 2017. Neither the Company nor Nicollet Projects had influence on the projects submitted by NEE into the SRC Program.

The SRC Program is governed by the Commission-approved tariffs. As owner of projects within the program, Nicollet Projects will be bound by those tariffs and will stand in the same position as all other Community Solar Garden Operators.

⁹ Section 1.1.1 of the O&M Agreement provided that the NEE affiliate (Energy Support Services LLC) shall have "care, custody and control of the system . . . and shall perform basic services" as described in Section 1.2, Section 1.1.2 identifies additional work that the affiliate shall provide upon Xcel Energy's request. Sections 1.2.3 through 1.2.8 describe the basic services to be provided, including routine system monitoring, work order processing, maintenance to ensure requirements are met for system equipment warranties, calibration of the electric revenue meter, system performance reporting, corrective maintenance, permitting and grass cutting. Section 1.3 identifies the process for the affiliate to provide additional services not covered as basic services, such as Solar PV Module Cleaning.

To provide additional safeguards against Nicollet Projects receiving preferential treatment, neither NEE nor Nicollet Projects has been nor will be permitted specialized access to any information not accessible by other program participants.

Specifically, Nicollet Projects has not had and will continue not to have access to non-public distribution grid information, customer data, or program data. The Nicollet Projects negotiating team submitted affidavits with the initial petition that attest to these facts.

In the course of negotiations, the SRC program was not notified which projects are subject to the purchase agreement with Nicollet Projects. Although NEE was publicly identified as the seller of the gardens in the initial filing made on July 28, 2017, the staff that administers the SRC Program once the gardens become operational will only be notified of the specific projects at the time NEE identifies new garden operatorship through the Company's online management system. This will occur at transaction close, and only after the gardens are built.

Further, Nicollet Projects will be outsourcing the subscriber-facing contact to NEE through a Customer Management Agreement. NEE has been independently marketing the subscription offer to its projects to potential subscribers without any information or any assistance from Nicollet Projects or Xcel Energy. Per the Customer Management Agreement with NEE, in the event a subscriber were to withdraw from the program, replacement of that subscriber will be handled by NEE—who has no greater access to the Company's customer records and market research than any other solar developer. NEE will also be handling the operation and maintenance of the projects through an Operation and Management Agreement.

Rather than garnering an unfair advantage or receiving preferential treatment, Nicollet Projects' participation in the program benefits the SRC Program as a whole. As an offtaker of project portfolios, Nicollet Projects provides an attractive long-term ownership exit strategy for developers wishing to market portfolios of constructed projects.

The Department asked Xcel Energy if Nicollet Projects plans to develop any solar gardens beyond those purchased from NEE. Xcel Energy provided the following response to Department Information Request No. 5:

We note that it was NEE, and not Nicollet Projects, that developed the projects that Nicollet Projects plans to purchase. That said, Nicollet Projects has no current plans to purchase additional solar garden projects. Nicollet Projects remains open to the possibility that, as the SRC Program continues to mature, additional solar developers will be seeking to identify long-term owners for their SRC Program projects.

The Department asked Xcel Energy to explain what happens in the event a NEE project slated for purchase by Nicollet Projects fails to meet the 24-month deadline for mechanical completion. The Department also asked about replacement projects in the event of cancellation and how replacement projects would be identified. Xcel Energy provided the following response to Department Information Request No. 6:

Nicollet Projects has every expectation that NEE will achieve mechanical completion on the SRC Program projects within the tariffed timelines. To the extent it fails to meet any tariffed obligation, it expects to be treated as any other participant would under the terms of the tariff.

As stated in Section 9, Sheet 67.1:

If Mechanical Completion is not achieved within this twenty-four (24) month period (including any day-for-day extension referenced above), then the Company will return the deposit and the garden operator, if it still intends to proceed with the project, will need to reapply and submit a new application fee and deposit. Additionally, in this situation, if applicant already has an executed Interconnection Agreement, then that Interconnection Agreement may not be used for a project as part of the Solar*Rewards Community program, and such project shall immediately lose its queue position in the interconnection queue.

Nicollet Projects has no plans at this time to replace a project that fails to achieve mechanical completion by the tariff deadline with another project.

Based on Department's review of the Xcel Energy's filing and the above-cited information request responses, the Company's protections to ensure Nicollet Projects has not nor will not be given preferential treatments and to ensure all solar developers are treated in a non-discriminatory manner, appears to be reasonable and supported.

3. Review of Cost Allocations Between Xcel Energy Services and Nicollet Projects to Ensure that the Utility's Ratepayers Do Not Subsidize Operations of the Affiliate

The Company indicated in its petition that to the extent employees of Xcel Energy Services (XES) support Nicollet Projects, the Company will both assign any direct costs and allocate any indirect costs to Nicollet Projects. The Company noted at its time of its filing that the Administrative Service Agreement (ASA) between XES and Nicollet Projects was still under development.

The Department asked Xcel Energy to provide a copy of the ASA between XES and Nicollet Projects, including the types of services and related cost allocation methods that XES expects to provide and use for Nicollet Projects related to the solar portfolio of projects for the period 2017 to 2021. Xcel Energy provided in response to Department Information Request No. 3:

Attached to this set of responses is ASA between XES and Nicollet Projects, dated August 30, 2017. Regarding the administrative and other support of Nicollet Projects, the entity has executed agreements with Energy Support Services LLC (ESS) an affiliate of NEE, for subscriber management services and all services related to solar facility operation and maintenance. Nicollet Projects has no employees, and therefore will generally rely on XES for any required support services beyond those provided by ESS. XES employees will direct charge Nicollet Projects for time and other costs (including for outside legal, consultants, and other costs) incurred in support of Nicollet Projects, and these charges are expected to generally be limited to originating the facility acquisition transactions and related agreements; oversight of development, construction and production; any engineering or legal issues as they arise; and accounting and tax support. In addition, any indirect costs that cannot be directly assigned to

Nicollet Projects (such as XES overhead costs) will be allocated pursuant to the ASA.

The following table presents estimates of XES costs that are forecasted to be direct charged and allocated to Nicollet Projects for years 2017 to 2021. As a simplifying assumption, the assets are presumed to go into service at the end of 2017, with corporate allocations going into effect in 2018. The 2017 cost estimates exclude milestone payments made directly to the developer and costs of construction, but include XES personnel time and cost associated with negotiating and executing the facility acquisition transactions and related agreements. A significant portion of the 2017 costs is expected to be capitalized as property plant and equipment and depreciated, along with other costs of purchasing the facilities.

The Department asked Xcel Energy to explain whether the assigned and allocated costs of XES to Nicollet Projects would be included in any current or future agreements and whether the costs would be included in the solar costs billed to ratepayers. Xcel Energy provided the following response to Department Information Request No. 3:

Nicollet Projects will operate the solar facilities in the SRC Program, and as such Nicollet Projects will receive a fee from each subscriber based on the size of the subscription in the applicable solar facility (and payment from NSPM for any unsubscribed energy at the unsubscribed rate specific to the SRC program tariff). In return, subscribers will receive monthly bill credits from NSPM based on the output from the applicable solar facility and the appropriate rate specified in the SRC Program tariff. Bill credits and any unsubscribed energy payments will, in turn, be included as a cost of purchased energy in fuel rates for Minnesota customers in the same manner as all other SRC program bill credits and unsubscribed energy payments.

Based on our review of Xcel Energy's response to Department Information Request No. 3 and based on our limited review of the Company's ASA that was attached to Department Information Request No. 3 at Appendix A, the Department considers the Company's cost assignments and allocations between XES and Nicollet Project to be reasonable at this time, with the exception of its use of the Employee Ratio. The Department notes that the Employee Ratio, which is based on number of employees, is used several times in the Company's ASA.

Use of allocators based on number of employees is inconsistent with a past Commission Order.¹⁰ In the Commission's March 25, 2011 Erratum Notice Order, *In the Matter of Northern States Power Company's Cost Allocation Procedures and General Allocator*, Ordering Paragraph 1 stated:

The Company shall change the formula for the general allocator and for all allocators in which it uses number of employees to substitute Allocated Labor Hours with Overtime in place of Number of Employees.

The Department recommends that the Company change all Employee Ratio allocations to Allocated Labor Hours with Overtime. The Department recommends that the Company review past Commission Orders addressing cost allocations to ensure that no other incorrect allocators are being used in the ASA.

The Department notes that further review of cost assignments and allocations with actual costs may be necessary to ensure reasonable results, therefore the Department may, in future rate recovery filings or in annual reporting compliances, recommend changes to these costs and cost assignments and allocations between XES and Nicollet Projects. The Department recommends that the Commission approve the Company's ASA, as modified to replace all Employee Ratio allocations with Allocated Labor Hours with Overtime allocations and show that all cost allocations are consistent with past Commission Orders in its annual reporting compliance. The Department also recommends that the Company, in its annual compliance filing, show the actual amounts of costs assigned and allocated from XES to Nicollet Projects compared to the estimated costs by services or cost categories similar to the format provided in response to Department Information Request No. 3.

IV. CONCLUSION AND RECOMMENDATIONS

The Commission's September 17, 2014 Order in Docket No. E002/M-13-867 authorized the terms of the Solar*Rewards Community program on the basis that the terms (including the Interchange Agreement and Standard Contract) were reasonable and consistent with the public interest. Based on the Department's review, including the information requests responses cited above, the Department considers use of the Interconnection Agreement and Standard Contract to be reasonable and in the public interest, and therefore **recommends the**

¹⁰ Minnesota Statutes § 216.57 states: "Any person who knowingly and intentionally . . . fails, omits, or neglects to obey, observe, or comply with any lawful order, or any part or provision thereof, of the commission is subject to a penalty of not less than \$100 nor more than \$1,000 for each violation."

Commission approve the use of these two solar-related contracts for the purposes of the 14 solar projects to be owned by Nicollet Projects.

Based on Department's review of the Company's filing and the above-cited information request responses, the Company's protections to ensure Nicollet Projects has not nor will not be given preferential treatment and to ensure all solar developers are treated in a non-discriminatory manner, appear to be reasonable and are supported.

Based on our review of Xcel Energy's response to Department Information Request No. 3 and based on our limited review of the Company's ASA that was attached to the Company's response to Department Information Request No. 3 at Appendix A, the Department considers the Company's cost assignments and allocations between XES and Nicollet Project to be reasonable at this time, with the exception of its use of the Employee Ratio allocator. **The Department recommends that the Commission approve the Company's ASA, as modified by replacing all Employee Ratio allocations with Allocated Labor Hours with Overtime allocations, and require Xcel Energy to show in the Company's annual reporting compliance, that all cost allocations are consistent with past Commission Orders. The Department also recommends that the Company, in its annual compliance filing, show the actual amounts of costs assigned and allocated from XES to Nicollet Projects compared to the estimated costs by services or cost categories similar to the format provided in response to Department Information Request No. 3.**

/ja

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Xcel Energy

Docket No.: E002/AI-17-577

Response To: MN Department of Commerce Information Request No. 1

Requestor: Nancy Campbell / Sue Peirce

Date Received: September 1, 2017

Question:

Topic: Change in Ownership

Reference(s): No specific reference

Request:

- (a) Please identify and explain any changes as a result of New Energy Equity no longer owning the portfolio of solar projects, and Nicollet owning and operating the portfolio of solar projects in the above referenced docket.
- (b) Please provide a narrative summary of what Attachment A, Member Interest Purchase Agreement, specifically addresses, including a summary of all financial terms.
- (c) Please identify and explain all benefits (such as production tax credits, XES assignment and allocation of costs, other) to Xcel as a result of Nicollet Projects owning and operating the solar projects.
- (d) Are the benefits discussed in part (c) different than those of other solar projects developers/owners of Community Solar Gardens? Please explain.

Response:

- (a) There will not be any known changes in the operations of the portfolio of solar projects resulting from Nicollet Projects takeover of the projects from New Energy Equity (NEE). Nicollet Projects will still be bound by the same terms of the tariffed contract that NEE would have been held to, and will need to meet the contractual terms placed on all Community Solar Garden Operators.

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Further, the subscriber-facing functions and operations and maintenance of solar garden facilities will continue to be provided by NEE, under the terms of the Customer Management Agreement included within the Membership Interest Purchase Agreement. Subscribers to the portfolio's gardens will continue to engage directly with NEE.

- (b) See Trade Secret Attachment A for a Summary of the Member Interest Purchase Agreement (MIPA) and Trade Secret Attachment B for financial details of the transaction.
- (c) While the full extent of benefits of ownership are not known at this time as this is a first-time experience, we can state some expected benefits for Nicollet Projects. First, the economic benefits include the federal tax attributes typical of solar projects under the form of accelerated tax depreciation and Investment Tax Credit (ITC). The economic benefits also include the on-going cash flows expected to be generated by the projects as they operate, resulting from revenues associated with subscriptions and operating and ownership expenses.

See the discussion of cost allocations in our response to Information Request No. 3.

- (d) It is important to note that Nicollet Projects is not the developer of the projects. NEE is the developer and Nicollet Projects will take over as the project owner once the facilities are ready to be placed in-service. Different owners may have different objectives for owning a solar project, and as such they may view the benefits of participation in the program differently than Nicollet Projects. What we can say is, as Solar*Rewards Community program (the SRC Program) project owners, Nicollet Projects will be bound by the same project rules and tariffed agreements as the other SRC Program project owners.

Please note, that Attachments A and B have been marked as “Non-Public,” because they contain Trade Secret Information pursuant to Minn. Stat. §13.37, subd. 1(b). The redacted information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Attachments A and B contain confidential financial information, transactional detail and commercial contract terms that are proprietary and, if made public, could adversely impact future contract negotiations.

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

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1. **Nature of the Material:** Attachment A is a summary of the Membership Interest Purchase Agreement (MIPA). Attachment B contains financial details of the transaction.
2. **Authors:** General Counsel
3. **Importance:** The attachment contains confidential financial information, transaction detail and contracts terms that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. If these financial and commercial contract terms are made public, future contract negotiations could be adversely effected.
4. **Date the Information was Prepared:** The information was prepared September 11, 2017.

Preparer: Kurt Battles/Jean-Baptiste Jouve
Title: Business Development Manager/Corporate Finance Director
Department: Corporate Development
Telephone: 612-215-4579/612-321-3152
Date: September 11, 2017

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Please note, that Attachments A and B have been marked as “Non-Public,” because they contain Trade Secret Information pursuant to Minn. Stat. §13.37, subd. 1(b). The redacted information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Attachments A and B contain confidential financial information, transactional detail and commercial contract terms that are proprietary and, if made public, could adversely impact future contract negotiations.

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

1. **Nature of the Material:** Attachment A is a summary of the Membership Interest Purchase Agreement (MIPA). Attachment B contains financial details of the transaction.
2. **Authors:** General Counsel
3. **Importance:** The attachment contains confidential financial information, transaction detail and contracts terms that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. If these financial and commercial contract terms are made public, future contract negotiations could be adversely effected.
4. **Date the Information was Prepared:** The information was prepared September 11, 2017.

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TRADE SECRET ENDS]

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DATA HAS BEEN EXCISED**

Please note, that Attachments A and B have been marked as “Non-Public,” because they contain Trade Secret Information pursuant to Minn. Stat. §13.37, subd. 1(b). The redacted information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. Attachments A and B contain confidential financial information, transactional detail and commercial contract terms that are proprietary and, if made public, could adversely impact future contract negotiations.

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

1. **Nature of the Material:** Attachment A is a summary of the Membership Interest Purchase Agreement (MIPA). Attachment B contains financial details of the transaction.
2. **Authors:** General Counsel
3. **Importance:** The attachment contains confidential financial information, transaction detail and contracts terms that derive independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use. If these financial and commercial contract terms are made public, future contract negotiations could be adversely effected.
4. **Date the Information was Prepared:** The information was prepared September 11, 2017.

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TRADE SECRET ENDS]

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Xcel Energy

Docket No.: E002/AI-17-577

Response To: MN Department of Commerce Information Request No. 2

Requestor: Nancy Campbell / Sue Peirce

Date Received: September 1, 2017

Question:

Topic: Interchange Agreement & Standard Contracts

Reference(s): Attachments D & E

Request:

- (a) Please identify any and all differences including but not limited to rates, fees, costs, provisions in the Interconnection Agreement (Attachment D) compared to other solar developers and owners in solar rewards community and explain why any differences are appropriate.
- (b) Please identify any and all differences including but not limited to rates, fees, costs, provisions in the Standard Contract (Attachment E) compared to other solar developers and owners in solar rewards community and explain why any differences are appropriate.

Response:

- (a) As noted in our petition, the Interconnection Agreements that Nicollet Projects stands to assume upon the close of this transaction are the standard, tariffed agreements that were approved by the Commission as part of the SRC Program. In other words, the original developer did not request any changes to the standard contract, and Nicollet Projects—as the party assuming those contracts—cannot and will not request any changes to the fully executed, standard, tariffed agreements.
- (b) The Standard SRC Program Contracts are signed for each project once that project has achieved commercial operation. Nicollet Projects commits to using

the standard, tariffed agreement on file with the Commission at the time that each project achieves commercial operation.

Finally, Nicollet Projects does not have access to the Interconnection Agreements and Standard SRC Program Contracts of other solar garden developers and cannot speak to whether those agreements diverge from the standard, tariffed versions approved by the Commission.

Preparer: Kurt Battles/Jean-Baptiste Jouve
Title: Business Development Manager/Corporate Finance Director
Department: Corporate Development
Telephone: 612-215-4579/612-321-3152
Date: September 11, 2017

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Xcel Energy

Docket No.: E002/AI-17-577

Response To: MN Department of Commerce Information Request No. 3

Requestor: Nancy Campbell / Sue Peirce

Date Received: September 1, 2017

Question:

Topic: Administrative Services Agreement

Reference(s): Page 6 of the Petition of above referenced docket

Request:

Please provide a copy of the Administrative Services Agreement (ASA) between Xcel Energy Services (XES) and Nicollet Projects. If not available please provide the expected date of completion and explain why the non-availability of the ASA should not affect the approval of the above referenced docket.

What is the estimate of all XES costs (please breakout by cost category and types of services provided) that will be assigned and allocated to Nicollet Projects, including but not limited to the solar portfolio of projects for 2017 to 2021. Please include brief narrative describing types of services provided and support cost allocator used.

Will the assigned and allocated costs of XES to Nicollet Projects be included in any current or future agreements and will the costs become part of the solar costs billed to ratepayers? Please explain.

Response:

Attached to this set of responses is the ASA between XES and Nicollet Projects, dated August 30, 2017.

Regarding administrative and other support of Nicollet Projects, the entity has executed agreements with Energy Support Services, LLC (ESS), an affiliate of NEE, for subscriber management services and all services related to solar facility operation and maintenance. Nicollet Projects has no employees, and therefore will generally

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rely on XES for any required support services beyond those provided by ESS. XES employees will direct charge Nicollet Projects for time and other costs (including for outside legal, consultants, and other costs) incurred in support of Nicollet Projects, and these charges are expected to generally be limited to originating the facility acquisition transactions and related agreements; oversight of development, construction and production; any engineering or legal issues as they arise; and accounting and tax support. In addition, any indirect costs that cannot be directly assigned to Nicollet Projects (such as XES overhead costs) will be allocated pursuant to the ASA.

The following table presents estimates of XES costs that are forecasted to be direct charged and allocated to Nicollet Projects for years 2017 to 2021. As a simplifying assumption, the assets are presumed to go into service at the end of 2017, with corporate allocations going into effect in 2018. The 2017 cost estimates exclude milestone payments made directly to the developer and costs of construction, but include XES personnel time and cost associated with negotiating and executing the facility acquisition transactions and related agreements. A significant portion of the 2017 costs is expected to be capitalized as property plant and equipment and depreciated, along with other costs of purchasing the facilities.

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Nicollet Projects will operate the solar facilities in the SRC Program, and as such Nicollet Projects will receive a fee from each subscriber based on the size of the subscription in the applicable solar facility (and payment from NSPM for any unsubscribed energy at the unsubscribed rate specified in the SRC program tariff). In return, subscribers will receive monthly bill credits from NSPM based on the output from the applicable solar facility and the appropriate rate specified in the SRC Program tariff. Bill credits and any unsubscribed energy payments will, in turn, be included as a cost of purchased energy in fuel rates for Minnesota customers in the same manner as all other SRC program bill credits and unsubscribed energy payments.

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Preparer: Rich Briggs
Title: Sr. Manager, Technical Accounting
Department: Accounting and Reporting
Telephone: (612) 215-4624
Date: September 11, 2016

SERVICE AGREEMENT

This Service Agreement is made and entered into this 30th day of August, 2017, by and between Nicollet Projects I LLC ("Client Company") and Xcel Energy Services Inc. ("Service Company").

WITNESSETH

WHEREAS, Service Company is a subsidiary of Xcel Energy Inc. ("Xcel Energy"), a public utility holding company under the Public Utility Holding Company Act of 2005 ("PUCHA 2005") that has been formed to provide support services for Xcel Energy and its subsidiaries in a manner consistent with applicable regulatory requirements; and

WHEREAS, Client Company is an associate of Xcel Energy and an affiliate of Service Company; and

WHEREAS, Service Company and Client Company have entered into this Service Agreement whereby Service Company agrees to provide and Client Company agrees to accept and pay for various services as provided on a cost basis, the Service Company will fairly and equitably allocate costs among all associate companies to which it renders services, including the Client Company.

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties to this Service Agreement covenant and agree as follows:

ARTICLE I - SERVICES

Section 1.1 Service Company shall furnish to Client Company, as requested by Client Company, upon the terms and conditions hereinafter set forth, such of the services described in Appendix A hereto, at such times, for such periods and in such manner as Client Company may from time to time request and that Service Company concludes it is able to perform. Service Company shall also provide Client Company with such special services, in addition to those services described in Appendix A hereto, as may be requested by Client Company and that Service Company concludes it is able to perform. In supplying such services, Service Company may arrange, where it deems appropriate, for the services of such experts, consultants, advisers, and other persons with necessary qualifications as are required for or pertinent to the provision of such services.

Section 1.2 Client Company shall take from Service Company such services described in Section 1.1, and such additional general or special services, whether or not now contemplated, as are requested from time to time by Client Company and that Service Company concludes it is able to perform.

Section 1.3 The services described herein or contemplated to be performed hereunder shall be directly assigned or allocated by activity, project, program, work order or other

appropriate basis. Client Company shall have the right from time to time to amend, alter or rescind any activity, project, program or work order provided that (i) any such amendment or alteration that results in a material change in the scope of the services to be performed or equipment to be provided is agreed to by Service Company, (ii) the cost for the services covered by the activity, project, program or work order shall include any expense incurred by Service Company as a direct result of such amendment, alteration or rescission of the activity, project, program or work order, and (iii) no amendment, alteration or rescission of an activity, project, program or work order shall release Client Company from liability for all costs already incurred by or contracted for by Service Company pursuant to the activity, project, program or work order, regardless of whether the services associated with such costs have been completed.

Section 1.4 Service Company shall use its best efforts to maintain a staff trained and experienced in the design, construction, operation, maintenance, management, and general administration of public utility properties.

ARTICLE II - COMPENSATION

Section 2.1 As compensation for the services to be rendered hereunder, Client Company shall pay to Service Company all costs which reasonably can be identified and related to particular services performed by Service Company for or on its behalf. The methods for assigning or allocating Service Company costs to Client Company, as well as to other associate companies, are set forth in Appendix A.

Section 2.2 Service Company shall periodically review the methods of assignment or allocation of costs described in Appendix A. Such methods of assignment or allocation of costs may be modified or changed by Service Company and Service Company shall advise Client Company from time to time of such changes. Changes will be subject to state regulatory jurisdiction and Federal Energy Regulatory Commission ("FERC") jurisdiction.

Section 2.3 No change in the organization of Service Company, the type and character of the companies to be serviced, the methods of assigning or allocating costs to associate companies, or in the scope or character of the services to be rendered shall be made unless such change is consistent with any applicable regulatory requirements.

Section 2.4 Service Company charges are billed electronically monthly to Client Company. The electronic details reflect the billing information necessary to identify the costs charged for that month. By the twenty-third (23rd) day of the following month, the Client Company shall remit to Service Company payment for all charges billed to it in the previous month.

Section 2.5 In the event of a dispute between the Operating Company and Service Company regarding a billing methodology and/or amount, representatives from the parties involved along with Service Company Accounting will meet to discuss the issues. If a resolution cannot be reached, the issue will be referred to each party's executive management for final resolution.

Section 2.6 It is the intent of this Service Agreement that the payment for services rendered by Service Company to Client Company under this Service Agreement shall cover all the costs of its doing business (less the costs of services provided to associated companies not a party to this Service Agreement and to other non-associated companies, and credits for any miscellaneous items), including, but not limited to, salaries and wages, office supplies and expenses, outside services employed, contract labor, property insurance, injuries and damages, employee pensions and benefits, miscellaneous general expenses, rents, maintenance of structures and equipment, depreciation and amortization, and compensation for use of capital.

ARTICLE III - TERM

Section 3.1 This Service Agreement shall become effective upon its execution, or, if required, upon receipt of applicable regulatory approval, and shall continue in full force and effect until terminated by Service Company or Client Company, upon not less than one year's prior written notice to the other party. This Service Agreement shall also be subject to termination or modification at any time, without notice, if and to the extent performance under this Service Agreement may conflict with any regulatory requirement of the FERC or state commission applicable to either Service Company or Client Company adopted before or after the effective date of this Service Agreement.

ARTICLE IV - LIMITATION OF LIABILITY AND INDEMNIFICATION

Section 4.1 In performing the services hereunder, Service Company will exercise due care to assure that the services are performed in an appropriate manner, meet the standards and specifications set forth in any applicable request for service and comply with the applicable standards of law and regulation. However, failure to meet these obligations shall in no event subject Service Company to any claims by or liabilities to Client Company other than to reperform the services and be reimbursed at cost for such reperformance. Service Company makes no other warranty with respect to its performance of the services, and Client Company agrees to accept such services without further warranty of any nature.

Section 4.2 To the fullest extent allowed by law, Client Company shall and does hereby indemnify and agree to save harmless and defend Service Company, its agents and employees from liabilities, taxes, losses, obligations, claims, damages, penalties, causes of action, suits, costs and expenses or judgments of any nature, on account of, or resulting from the performance and prosecution of any services performed on behalf of Client Company pursuant to this Agreement, whether or not the same results or allegedly results from the claimed or actual negligence or breach of warranty of, or willful conduct by, Service Company or any of its employees, agents, clients, or contractors or its or their subcontractors or any combination thereof.

ARTICLE V - MISCELLANEOUS

Section 5.1 All accounts and records of Service Company shall be kept in accordance with either the General Rules and Regulations promulgated by the FERC pursuant to the PUHCA 2005, in particular, the Uniform System of Accounts for Subsidiary Service Companies

or the Uniform System of Accounts Prescribed for Public Utilities and Licensees subject to the Provisions of the Federal Power Act promulgated by the FERC, as each is in effect from and after the date hereof.

Section 5.2 New direct or indirect subsidiaries of Xcel Energy, which may come into existence after the effective date of this Service Agreement, may become additional client companies of Service Company and subject to a service agreement with Service Company, or an existing client company may wish to obtain additional services from Service Company. Likewise, an existing direct or indirect subsidiary of Xcel Energy may cease to be a client company or cease to take individual services from Service Company. In either event, the parties hereto shall make such changes in the scope and character of the services to be rendered and the method of assigning or allocating costs of such services as specified in Appendix A, subject to the requirements of Section 2.3, as may become necessary to achieve a fair and equitable assignment or allocation of Service Company costs among all associate companies.

Section 5.3 In the event a Client Company changes the scope of services that it takes from Service Company (pursuant to Section 1.3) or terminates this Service Agreement (pursuant to Section 2.1), the Service Company may bill such Client Company a charge that reflects a proportionate share of any significant residual fixed costs (i.e., incurred costs or commitments to incur costs) that were incurred or committed to incur in contemplation of providing such Client Company service prior to the notice of termination. Examples of fixed costs include, but are not limited to, costs to upgrade computer hardware and software systems to meet Client Company's specifications.

Section 5.4 Service Company shall permit Client Company access to its accounts and records, including the basis and computation of allocations.

Section 5.5 This Service Agreement is the original Service Agreement for this Client Company.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be executed as of the date and year first above written.

XCEL ENERGY SERVICES INC.

BY: 

Name: Judy M. Pofel

Title: Senior Vice President, Corporate Secretary and
Executive Services.

NICOLLET PROJECTS I LLC

BY: 

Name: Robert C. Frenzel

Title: President and Chief Financial Officer

Appendix A

DESCRIPTION OF SERVICES TO BE PROVIDED BY XCEL ENERGY SERVICES INC. AND DETERMINATION OF CHARGES FOR SUCH SERVICES TO THE OPERATING COMPANIES AND OTHER AFFILIATES

Description of Services Provided

A description of the services provided by Xcel Energy Services is detailed below. Identifiable costs will be directly assigned to the Operating Companies and other affiliates. For costs that are for services of a general nature and cannot be directly assigned, the method of allocation is described below for each service provided.

*a) Executive Management Services**

Description - Represents charges for Xcel Energy Inc. executive management and services, including, but not limited to, officers of Xcel Energy Inc.

Method of Allocation - Executive Management indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio.

*b) Investor Relations**

Description - Provides communications to investors and the financial community. Coordinates the transfer agent and shareholder record keeping functions and plans the annual shareholder meeting.

Method of Allocation - Investor Relations indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio.

*c) Internal Audit**

Description - Reviews internal controls and procedures to ensure assets are safeguarded and transactions are properly authorized and recorded. Evaluates contract risks.

Method of Allocation - Internal Audit indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio.

*d) Legal**

Description - Provides legal services related to labor and employment law, litigation, contracts, rates and regulation, environmental matters, real estate and other legal matters.

Method of Allocation - Legal indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio.

*e) Claims Services**

Description - Provides claims services related to casualty, public and company claims.

Method of Allocation - Claims Services costs will be direct charged. Any costs that cannot be direct charged will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio, and the Total Asset Ratio.

*f) Corporate Communications**

Description - Provides corporate communications, speech writing and coordinates media services. Provides advertising and branding development for the companies within the Xcel Energy Inc. system. Manages and tracks all contributions made on behalf of the Xcel Energy Inc. system.

Method of Allocation - Corporate Communications indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio.

*g) Employee Communications**

Description - Develops and distributes communications to employees.

Method of Allocation - Employee Communications indirect costs will be allocated based on the Employee Ratio.

*h) Corporate Strategy & Business Development**

Description - Facilitates development of corporate strategy and prepares strategic plans, monitors corporate performance and evaluates business opportunities. Develops and facilitates process improvements.

Method of Allocation - Corporate Strategy & Business Development indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio.

*i) Government Affairs **

Description - Monitors, reviews and researches government legislation.

Method of Allocation - Government Affairs indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio.

*j) Facilities & Real Estate**

Description - Operates and maintains office buildings and service centers. Procures real estate and administers real estate leases. Administers contracts to provide security, housekeeping and maintenance services for such facilities. Procures office furniture and equipment.

Method of Allocation - Facilities & Real Estate indirect costs will be allocated to the Operating Companies and Affiliate Companies based on the Employee Ratio.

*k) Facilities Administrative Services**

Description - Includes but is not limited to the functions of Mail Delivery, Duplicating and Records Management.

Method of Allocation - Facilities Administrative Services indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio

*l) Supply Chain**

Description - Includes contract negotiations, development and management of supplier relationships and acquisition of goods and services. Also includes inventory planning and forecasting, ordering, accounting and database management. Warehousing services includes receiving, storing, issuing, shipping, returns, and distribution of material and parts.

Method of Allocation - Supply Chain will be direct charged. Any management and oversight of the payment and reporting services that cannot be direct charged will be allocated using the Invoice Transaction Ratio

*m) Supply Chain Special Programs**

Description - Develops and implements special programs utilized across the company such as procurement cards, travel services, and compliance with corporate MWBE (minority women business expenditures) program goals.

Method of Allocation - Supply Chain Special Programs indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio.

*n) Human Resources**

Description - Establishes and administers policies related to employment, compensation and benefits. Maintains Human Resources computer system, the tuition reimbursement plan, and diversity program. Coordinates the bargaining strategy and labor agreements with union employees. Provides technical and professional development training and general Human Resources support services.

Method of Allocation - Human Resources indirect costs will be allocated based on the Employee Ratio.

*o) Finance & Treasury**

Description - Coordinates activities related to securities issuance, including maintaining relationships with financial institutions, cash management, investing activities and monitoring the capital markets. Performs financial and economic analysis.

Method of Allocation - Finance & Treasury indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio, except for:

(1) indirect costs associated with proprietary trading activities, which will be allocated based on the Joint Operating Agreement Peak Hour Megawatt Load Ratio, provided, however, that indirect costs provided jointly for both generation trading activities and proprietary trading activities will be allocated based on the Joint Operating Agreement Labor Hours Ratio.

*p) Accounting, Financial Reporting & Taxes**

Description - Maintains the books and records. Prepares financial and statistical reports, tax filings and ensures compliance with the applicable laws and regulations. Maintains the accounting systems. Coordinates the budgeting process.

Methods of Allocation – Accounting, Financial Reporting & Taxes indirect costs will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio and the Total Assets Ratio, except for:

(1) indirect costs incurred for services associated with proprietary trading activities, which will be allocated based on the Joint Operating Agreement Peak

Hour Megawatt Load Ratio, provided, however, that indirect costs provided jointly for both generation trading activities and proprietary trading activities will be allocated based on the Joint Operating Agreement Labor Hours Ratio.

*q) Payment & Reporting**

Description - Processes payments to vendors and prepares statistical reports.

Method of Allocation - Payment & Reporting indirect costs will be allocated to the Operating Companies and affiliates based on the Invoice Transaction Ratio.

*r) Receipts Processing**

Description - Processes payments received from customers of the Operating Companies and affiliates.

Method of Allocation - Receipts Processing indirect costs will be allocated based on the Customer Bills Ratio.

*s) Payroll**

Description - Processes payroll including but not limited to time reporting, calculation of salaries and wages, payroll tax reporting and compliance reports.

Method of Allocation - Payroll indirect costs will be allocated based on the Employee Ratio.

*t) Rates & Regulation**

Description - Determines the Operating Companies' regulatory strategy, revenue requirements and rates for electric and gas customers. Coordinates the regulatory compliance requirements and maintains relationships with the regulatory bodies.

Method of Allocation - Rates & Regulation indirect costs will be allocated to the Operating Companies based on the Direct Labor Ratio.

*u) Energy Supply Engineering and Environmental**

Description - Provides engineering services to the generation business. Establishes policies and procedures for compliance with environmental laws and regulations. Researches emerging environmental issues and monitors compliance with environmental requirements. Oversees environmental cleanup projects.

Methods of Allocation - Energy Supply Engineering and Environmental services will be direct charged, and administrative support functions that cannot be direct charged will be allocated using a Total Plant Ratio.

v) *Energy Supply Business Resources**

Description - Provides performance, specialists and analytical services to the Operating Companies' generation facilities.

Method of Allocation - Energy Supply Business Resources indirect costs will be allocated using the MWh Generation Ratio.

w) *Energy Markets Regulated Trading & Marketing**

Description - Provides electric trading services to the Operating Companies' electric generation systems including load management, system optimization and resource acquisition.

Methods of Allocation - Energy Markets Regulated Trading & Marketing indirect costs will be allocated to the Operating Companies based on the Total MWh Sales Ratio, except for:

(1) indirect costs incurred for services associated with proprietary trading activities, which will be allocated based on the Joint Operating Agreement Peak Hour Megawatt Load Ratio, provided, however, that indirect costs provided jointly for both generation trading activities and proprietary trading activities will be allocated based on the Joint Operating Agreement Labor Hours Ratio.

x) *Energy Markets - Fuel Procurement**

Description - Purchases fuel for Operating Companies electric generation systems (excluding nuclear).

Method of Allocation - Energy Markets Fuel Procurement indirect costs will be allocated based on the MWh Generation Ratio.

y) *Energy Delivery Marketing**

Description - Develops new business opportunities and markets the products and services for the Delivery Business Unit.

Method of Allocation - Energy Delivery Marketing will be direct charged.

z) *Energy Delivery Construction, Operations & Maintenance (COM)**

Description - Constructs, maintains and operates electric and gas delivery systems.

Method of Allocation - Energy Delivery COM indirect costs will be allocated based on the Delivery Services Gross Plant Ratio.

*aa) Energy Delivery Engineering/Design**

Description - Provides engineering and design services in support of capacity planning, construction, operations and material standards.

Methods of Allocation - Energy Delivery Engineering/Design services will be direct charged; administrative support functions that cannot be direct charged will be allocated using a Delivery Services Gross Plant ratio based on the services being provided.

*bb) Marketing & Sales**

Description - Provides marketing and sales services for the Operating Companies and affiliates for their electric and natural gas customers including strategic planning, segment identification, business analysis, sales planning and customer service.

Method of Allocation - Marketing & Sales indirect costs will be allocated based on the Revenue Ratio.

*cc) Customer Service**

Description - Provides service activities to retail and wholesale customers. These services include meter reading, customer billing, call center and credit and collections.

Method of Allocation - Customer Service indirect costs will be allocated based on the Customers Ratio. Indirect costs associated with administering the low income and certified medical customer assistance programs will be allocated on the composite of the average of the Special Needs Customer Contacts Ratio and Residential Customers Ratio.

*dd) Business Systems**

Description - Provides basic information technology services such as: application management, voice and data network operations and management, customer support services, problem management services, security administration and systems management. In addition, Business Systems acts as a single point of contact for delivery of all information technology services to Xcel Energy Inc. They partner with vendors to ensure the delivery of benchmarking, continuous improvement, and leadership around strategic initiatives and key developments in the marketplace.

Methods of Allocation - Business Systems indirect costs will be allocated using any of the allocation ratios or combination of ratios.

*ee) Aviation Services**

Description - Provides aviation and travel services to employees.

Method of Allocation - Aviation Services will be allocated based on a three-factor formula that is comprised of the average of the Revenue Ratio, the Employee Ratio, and the Total Assets Ratio.

*ff) Fleet**

Description - Oversees the Operating Companies' Fleet Services Group.

Method of Allocation - Fleet will be direct charged.

*Corporate Governance activities within this Service Function will be allocated using the average of the Revenue Ratio with intercompany dividends assigned to Xcel Energy Inc., Employee Ratio with number of common officers assigned to Xcel Energy Inc., and the Total Assets Ratio including Xcel Energy Inc.'s per book assets.

Allocation Ratios

The following ratios will be utilized as outlined above.

Revenue Ratio - Based on the sum of the monthly revenue amounts for the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such time as may be required due to significant changes.

Revenue Ratio with intercompany dividends assigned to Xcel Energy Inc.

- Based on the sum of the monthly revenue amounts for the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. Xcel Energy Inc. will be assigned the amount of intercompany dividends. This ratio will be determined annually, or at such time as may be required due to significant changes.

Employee Ratio - Based on the number of employees at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such time as may be required due to significant changes

Employee Ratio with number of common officers assigned to Xcel Energy Inc. -

Based on the number of employees at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. Xcel Energy Inc. will be assigned the number of common officers. This ratio will be determined annually, or at such time as may be required due to significant changes.

Total Assets Ratio - Based on the total assets as of December 31 for the prior year, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such time as may be required due to significant changes.

Total Assets Ratio including Xcel Energy Inc's Per Book Assets - Based on the total assets as of December 31 for the prior year, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. Xcel Energy Inc. will be assigned the per book assets of Xcel Energy Inc. This ratio will be determined annually, or at such time as may be required due to significant changes.

Square Footage Ratio - Based on the total square footage as of December 31 for the prior year, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such time as may be required due to significant changes.

Invoice Transaction Ratio - Based on the sum of the monthly number of invoice transactions processed for the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually or at such time as may be required due to significant changes.

Customer Bills Ratio - Based on the average of the monthly total number of customer bills issued during the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

MWh Generation Ratio - Based on the sum of the monthly electric MWh generated by type of generator during the prior year ending December 31, the numerator of which is for an applicable Operating Company and the denominator of which is for all applicable Operating Companies. This ratio will be determined annually, or at such time as may be required due to significant changes.

Total MWh Sales Ratio - Based on the sum of the monthly electric MWh hours sold during the prior year ending December 31, the numerator of which is for an applicable Operating Company and the denominator of which is for all applicable Operating Companies. This includes sales to ultimate customers, wholesale customers, and non-requirement sales for resale. This ratio will be determined annually, or at such time as may be required due to significant changes.

Customers Ratio - Based on the average of the monthly total electric customers (and/or gas customers, or residential, business and large commercial and industrial customers where applicable) for the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such time as may be required due to significant changes.

Delivery Services Gross Plant Ratio - Based on transmission and distribution gross plant for the Delivery Business unit, both electric and gas or as may be applicable Electric Distribution for the prior year ending December 31, the numerator of which is an applicable Operating Company and the denominator of which is for all applicable Operating Companies. This ratio will be determined annually, or at such time as may be required due to significant changes.

Provided, however, as follows:

- (1) If the costs being allocated are directly related only to electric transmission, the ratio shall be based on the electric transmission gross plant;
- (2) If the costs being allocated are directly related only to electric distribution, the ratio shall be based on the electric distribution gross plant;
- (3) If the costs being allocated are directly related only to gas transmission, the ratio shall be based on the gas transmission gross plant;
- (4) If the costs being allocated are directly related only to gas distribution, the ratio shall be based on the gas distribution gross plant;
- (5) If the costs being allocated are directly related only to electric transmission and electric distribution, the ratio shall be based on the sum of the electric transmission gross plant and the electric distribution gross plant;
- (6) If the costs being allocated are directly related only to electric transmission and gas transmission, the ratio shall be based on the sum of the electric transmission gross plant and the gas transmission gross plant;
- (7) If the costs being allocated are directly related only to electric transmission and gas distribution, the ratio shall be based on the sum of the electric transmission gross plant and the gas distribution gross plant;
- (8) If the costs being allocated are directly related only to electric distribution and gas transmission, the ratio shall be based on the sum of the electric distribution gross plant and the gas transmission gross plant;
- (9) If the costs being allocated are directly related only to electric distribution and gas distribution, the ratio shall be based on the sum of the electric distribution gross plant and the gas distribution gross plant;
- (10) If the costs being allocated are directly related only to gas transmission and gas distribution, the ratio shall be based on the sum of the gas transmission gross plant and the gas distribution gross plant;
- (11) If the costs being allocated are directly related only to electric transmission, electric distribution, and gas transmission, the ratio shall be based on the sum of the electric transmission gross plant, the electric distribution gross plant, and the gas transmission gross plant;
- (12) If the costs being allocated are directly related only to electric transmission, electric distribution, and gas distribution, the ratio shall be based on the sum of the electric transmission gross plant, the electric distribution gross plant, and the gas distribution gross plant;
- (13) If the costs being allocated are directly related only to electric transmission, gas transmission, and gas distribution, the ratio shall be based on the sum of the electric transmission gross plant, the gas transmission gross plant, and the gas distribution gross plant;

(14) If the costs being allocated are directly related only to electric distribution, gas transmission, and gas distribution, the ratio shall be based on the sum of the electric distribution plant, the gas transmission gross plant, and the gas distribution gross plant.

Meters Ratio - Based on the number of meters at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Customer Contacts Ratio - Based on the total annual number of customer contacts at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

If the costs being allocated are directly related only to the support of special needs customers, such as those receiving low income energy assistance program and those having certified medical conditions, the Special Needs Customer Contacts Ratio shall be used.

Special Needs Customer Contacts Ratio - Based on the number of contacts received by the special needs customer department at the end of the prior year ending December 31. The numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. The ratio will be determined annually, or at such a time as may be required due to significant changes.

Accounts Payable Transactions Ratio - Based on the total annual number of accounts payable transactions by system application at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Inventory Transactions Ratio - Based on the total annual number of inventory transactions by system application at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Work Management Transactions Ratio - Based on the total annual number of work management transactions by system application at the end of the prior year

ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Purchasing Transactions Ratio - Based on the total annual number of purchasing transactions by system application at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Total Plant Ratio - Based on total property, plant and equipment at the end of the prior year ending December 31, the numerator of which is an applicable Operating Company and the denominator of which is for all applicable Operating Companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Provided, however, as follows:

- (1) If the costs being allocated are directly related only to electric production, the ratio shall be based on the total electric production plant;
- (2) If the costs being allocated are directly related only to electric transmission, the ratio shall be based on the total electric transmission plant;
- (3) If the costs being allocated are directly related only to electric distribution, the ratio shall be based on the total electric distribution plant;
- (4) If the costs being allocated are directly related only to gas transmission, the ratio shall be based on the total gas transmission plant;
- (5) If the costs being allocated are directly related only to gas distribution, the ratio shall be based on the total gas distribution plant;
- (6) If the costs being allocated are directly related only to intangible plant, the ratio shall be based on the total intangible plant;
- (7) If the costs being allocated are directly related only to electric production and electric transmission, the ratio shall be based on the sum of the total electric production plant and the total electric transmission plant;
- (8) If the costs being allocated are directly related only to electric production and electric distribution, the ratio shall be based on the sum of the total electric production plant and the total electric distribution plant;
- (9) If the costs being allocated are directly related only to electric production and gas transmission, the ratio shall be based on the sum of the total electric production plant and the total gas transmission plant;
- (10) If the costs being allocated are directly related only to electric production and gas distribution, the ratio shall be based on the sum of the total electric production plant and the total gas distribution plant;
- (11) If the costs being allocated are directly related only to electric production and intangible plant, the ratio shall be based on the sum of the total electric production plant and the total intangible plant;

- (12) If the costs being allocated are directly related only to electric transmission and electric distribution, the ratio shall be based on the sum of the total electric transmission plant and the total electric distribution plant;
- (13) If the costs being allocated are directly related only to electric transmission and gas transmission, the ratio shall be based on the sum of the total electric transmission plant and the total gas transmission plant;
- (14) If the costs being allocated are directly related only to electric transmission and gas distribution, the ratio shall be based on the sum of the total electric transmission plant and the total gas distribution plant;
- (15) If the costs being allocated are directly related only to electric transmission and intangible plant, the ratio shall be based on the sum of the total electric transmission plant and the total intangible plant;
- (16) If the costs being allocated are directly related only to electric distribution and gas transmission, the ratio shall be based on the sum of the total electric distribution plant and the total gas transmission plant;
- (17) If the costs being allocated are directly related only to electric distribution and gas distribution, the ratio shall be based on the sum of the total electric distribution plant and the total gas distribution plant;
- (18) If the costs being allocated are directly related only to electric distribution and intangible plant, the ratio shall be based on the sum of the total electric distribution plant and the total intangible plant;
- (19) If the costs being allocated are directly related only to gas transmission and gas distribution, the ratio shall be based on the sum of the total gas transmission plant and the total gas distribution plant;
- (20) If the costs being allocated are directly related only to gas transmission and intangible plant, the ratio shall be based on the sum of the total gas transmission plant and the total intangible plant;
- (21) If the costs being allocated are directly related only to gas distribution and intangible plant, the ratio shall be based on the sum of the total gas distribution plant and the total intangible plant;
- (22) If the costs being allocated are directly related only to electric production, electric transmission, and electric distribution, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, and the total electric distribution plant;
- (23) If the costs being allocated are directly related only to electric production, electric transmission, and gas transmission, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, and the total gas transmission plant;
- (24) If the costs being allocated are directly related only to electric production, electric transmission, and gas distribution, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, and the total gas distribution plant;
- (25) If the costs being allocated are directly related only to electric production, electric transmission, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, and the total intangible plant;

(26) If the costs being allocated are directly related only to electric production, electric distribution, and gas transmission, the ratio shall be based on the sum of the total electric production plant, the total electric distribution plant, and the total gas transmission plant;

(27) If the costs being allocated are directly related only to electric production, electric distribution, and gas distribution, the ratio shall be based on the sum of the total electric production plant, the total electric distribution plant, and the total gas distribution plant;

(28) If the costs being allocated are directly related only to electric production, electric distribution, and intangible, the ratio shall be based on the sum of the total electric production plant, the total electric distribution plant, and the total intangible plant;

(29) If the costs being allocated are directly related only to electric production, gas transmission, and gas distribution, the ratio shall be based on the sum of the total electric production plant, the total gas transmission plant, and the total gas distribution plant;

(30) If the costs being allocated are directly related only to electric production, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total gas transmission plant, and the total intangible plant;

(31) If the costs being allocated are directly related only to electric production, gas distribution, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total gas distribution plant, and the total intangible plant;

(32) If the costs being allocated are directly related only to electric transmission, electric distribution, and gas transmission, the ratio shall be based on the sum of the total electric transmission plant, the total electric distribution plant, and the total gas transmission plant;

(33) If the costs being allocated are directly related only to electric transmission, electric distribution, and gas distribution, the ratio shall be based on the sum of the total electric transmission plant, the total electric distribution plant, and the total gas distribution plant;

(34) If the costs being allocated are directly related only to electric transmission, electric distribution, and intangible plant, the ratio shall be based on the sum of the total electric transmission plant, the total electric distribution plant, and the total intangible plant;

(35) If the costs being allocated are directly related only to electric transmission, gas transmission, and gas distribution, the ratio shall be based on the sum of the total electric transmission plant, the total gas transmission plant, and the total gas distribution plant;

(36) If the costs being allocated are directly related only to electric transmission, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric transmission plant, the total gas transmission plant, and the total intangible plant;

(37) If the costs being allocated are directly related only to electric transmission, gas distribution, and intangible plant, the ratio shall be based on the sum of the

total electric transmission plant, the total gas distribution plant, and the total intangible plant;

(38) If the costs being allocated are directly related only to electric distribution, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric distribution plant, the total gas transmission plant, and the total intangible plant;

(39) If the costs being allocated are directly related only to electric distribution, gas distribution, and intangible plant, the ratio shall be based on the sum of the total electric distribution plant, the total gas distribution plant, and the total intangible plant;

(40) If the costs being allocated are directly related only to electric distribution, gas distribution, and gas transmission, the ratio shall be based on the sum of the total electric distribution plant, the total gas distribution plant, and the total gas transmission plant;

(41) If the costs being allocated are directly related only to gas transmission, gas distribution, and intangible plant, the ratio shall be based on the sum of the total gas transmission plant, the total gas distribution plant, and the total intangible plant;

(42) If the costs being allocated are directly related only to electric production, electric transmission, electric distribution, and gas transmission, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total electric distribution plant, and the total gas transmission plant;

(43) If the costs being allocated are directly related only to electric production, electric transmission, electric distribution, and gas distribution, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total electric distribution plant, and the total gas distribution plant;

(44) If the costs being allocated are directly related only to electric production, electric transmission, electric distribution, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total electric distribution plant, and the total intangible plant;

(45) If the costs being allocated are directly related only to electric production, electric transmission, gas transmission, and gas distribution, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total gas transmission plant, and the total gas distribution plant;

(46) If the costs being allocated are directly related only to electric production, electric transmission, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total gas transmission plant, and the total intangible plant;

(47) If the costs being allocated are directly related only to electric production, electric distribution, gas transmission, and gas distribution, the ratio shall be based on the sum of the total electric production plant, the total electric distribution plant, the total gas transmission plant, and the total gas distribution plant;

- (48) If the costs being allocated are directly related only to electric production, electric distribution, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric distribution plant, the total gas transmission plant, and the total intangible plant;
- (49) If the costs being allocated are directly related only to electric production, electric distribution, gas distribution, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric distribution plant, the total gas distribution plant, and the total intangible plant;
- (50) If the costs being allocated are directly related only to electric production, gas transmission, gas distribution, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total gas transmission plant, the total gas distribution plant, and the total intangible plant;
- (51) If the costs being allocated are directly related only to electric transmission, electric distribution, gas transmission, and gas distribution, the ratio shall be based on the sum of the total electric transmission plant, the total electric distribution plant, the total gas transmission plant, and the total gas distribution plant;
- (52) If the costs being allocated are directly related only to electric transmission, electric distribution, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric transmission plant, the total electric distribution plant, the total gas transmission plant, and the total intangible plant;
- (53) If the costs being allocated are directly related only to electric transmission, electric distribution, gas distribution, and intangible plant, the ratio shall be based on the sum of the total electric transmission plant, the total electric distribution plant, the total gas distribution plant, and the total intangible plant;
- (54) If the costs being allocated are directly related only to electric transmission, gas transmission, gas distribution, and intangible plant, the ratio shall be based on the sum of the total electric transmission plant, the total gas transmission plant, the total gas distribution plant, and the total intangible plant;
- (55) If the costs being allocated are directly related only to electric distribution, gas transmission, gas distribution, and intangible plant, the ratio shall be based on the sum of the total electric distribution plant, the total gas transmission plant, the total gas distribution plant, and the total intangible plant;
- (56) If the costs being allocated are directly related only to electric production, electric transmission, gas distribution, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total gas distribution plant, and the total intangible plant;
- (57) If the costs being allocated are directly related only to electric production, electric transmission, electric distribution, gas distribution, and gas transmission, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total electric distribution plant, the total gas distribution plant, and the total gas transmission plant;
- (58) If the costs being allocated are directly related only to electric production, electric transmission, electric distribution, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total electric distribution plant, the total gas transmission plant, and the total intangible plant;

(59) If the costs being allocated are directly related only to electric production, electric distribution, gas distribution, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric distribution plant, the total gas distribution plant, the total gas transmission plant, and the total intangible plant;

(60) If the costs being allocated are directly related only to electric production, electric transmission, gas distribution, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total gas distribution plant, the total gas transmission plant, and the total intangible plant;

(61) If the costs being allocated are directly related only to electric production, electric transmission, electric distribution, gas distribution, and intangible plant, the ratio shall be based on the sum of the total electric production plant, the total electric transmission plant, the total electric distribution plant, the total gas distribution plant, and the total intangible plant;

(62) If the costs being allocated are directly related only to electric transmission, electric distribution, gas distribution, gas transmission, and intangible plant, the ratio shall be based on the sum of the total electric transmission plant, the total electric distribution plant, the total gas distribution plant, the total gas transmission plant, and the total intangible plant.

Total Phones Ratio - Based on the number of phones at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Total Radios Ratio - Based on the number of radios at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Total Computers Ratio - Based on the number of computers at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Total Software Applications Users Ratio - Based on the number of users of a specific software application at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such a time as may be required due to significant changes.

Joint Operating Agreement Peak Hour Megawatt Load Ratio - Based on that certain Joint Operating Agreement among Northern States Power Company, a Minnesota corporation, Northern States Power Company, a Wisconsin corporation, Public Service Company of Colorado, Southwestern Public Service Company, and Xcel Energy Services Inc., as agent, dated as of October 1, 2004, as may be amended from time to time, that designates costs to be allocated based on peak hour of megawatt load for previous year ending December 31, the numerator of which is for an applicable Operating Company or affiliate company and the denominator of which is for all applicable Operating Companies and affiliate companies. This ratio will be determined annually, or at such time as may be required due to significant changes.

Joint Operating Agreement Labor Hours Ratio - Based on that certain Joint Operating Agreement among Northern States Power Company, a Minnesota corporation, Northern States Power Company, a Wisconsin corporation, Public Service Company of Colorado, Southwestern Public Service Company, and Xcel Energy Services Inc., as agent, dated as of October 1, 2004, as may be amended from time to time, that designates costs to be allocated based on labor hours at the end of the prior year ending December 31, the numerator of which is for an applicable Operating Company and the denominator of which is for all applicable Operating Companies. This ratio will be determined annually, or at such time as may be required due to significant changes.

Direct Labor Ratio – Based on fully-loaded direct-charged Rates and Regulation labor dollars to individual operating affiliates by the Rates and Regulation service function. The numerator of which is the fully-loaded direct-charges labor dollars to individual operating affiliates by Rates and Regulation service function and the denominator of which is the total fully-loaded direct charged labor dollars to all affiliates by the Rates and Regulation service function.

- Not Public Document – Not For Public Disclosure
 Public Document – Not Public (Or Privileged) Data Has Been Excised
 Public Document

Xcel Energy

Docket No.: E002/AI-17-577

Response To: MN Department of Commerce Information Request No. 4

Requestor: Nancy Campbell / Sue Peirce

Date Received: September 1, 2017

Question:

Topic: Safeguards

Reference(s): No specific reference

Request:

Please explain all safeguards Xcel will use to ensure that it does not treat Nicollet projects in a preferential manner relative to other solar garden developers. Include information on how Nicollet projects will be identified to Xcel personnel, Nicollet's access to information on Xcel's distribution system, billing treatment, and how Xcel will ensure non-discriminatory treatment through the interconnection process.

Response:

At the outset, it should be noted that the timeline of the negotiations demonstrate that Nicollet Projects did not receive any preferential treatment when it comes to the initial approval of these solar projects. The developer, NEE, has been following the SRC Program process in the same way as any other developer. All projects were submitted for approval before initial discussions between NEE and the Company or Nicollet Projects commenced in January 2017. Neither the Company nor Nicollet Projects had influence on the projects submitted by NEE into the SRC Program.

The SRC Program is governed by the Commission-approved tariffs. As owner of projects within the program, Nicollet Projects will be bound by those tariffs and will stand in the same position as all other Community Solar Garden Operators.

To provide additional safeguards against Nicollet Projects receiving preferential treatment, neither NEE nor Nicollet Projects has been nor will be permitted specialized access to any information not accessible by other program participants.

Specifically, Nicollet Projects has not had and will continue not to have access to non-public distribution grid information, customer data, or program data. The Nicollet Projects negotiating team submitted affidavits with the initial petition that attest to these facts.

In the course of negotiations, the SRC program was not notified which projects are subject to the purchase agreement with Nicollet Projects. Although NEE was publicly identified as the seller of the gardens in the initial filing made on July 28, 2017, the staff that administers the SRC Program once the gardens become operational will only be notified of the specific projects at the time NEE identifies new garden operatorship through the Company's online management system. This will occur at transaction close, and only after the gardens are built.

Further, Nicollet Projects will be outsourcing the subscriber-facing contact to NEE through a Customer Management Agreement. NEE has been independently marketing the subscription offer to its projects to potential subscribers without any information or any assistance from Nicollet Projects or Xcel Energy. Per the Customer Management Agreement with NEE, in the event a subscriber were to withdraw from the program, replacement of that subscriber will be handled by NEE—who has no greater access to the Company's customer records and market research than any other solar developer. NEE will also be handling the operation and maintenance of the projects through an Operation and Management Agreement.

Rather than garnering an unfair advantage or receiving preferential treatment, Nicollet Projects' participation in the program benefits the SRC Program as a whole. As an offtaker of project portfolios, Nicollet Projects provides an attractive long-term ownership exit strategy for developers wishing to market portfolios of constructed projects.

Preparer: Lee Gabler/Kurt Battles/Jean-Baptiste Jouve
Title: Senior Customer Strategy & Solutions Director/Business Development
Manager/Corporate Finance Director
Department: Customer Strategy & Solutions/Corporate Development/Corporate
Development
Telephone: 612-330-2901/612-215-4579/612-321-3152
Date: September 11, 2017

- Not Public Document – Not For Public Disclosure
- Public Document – Not Public (Or Privileged) Data Has Been Excised
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Xcel Energy

Docket No.: E002/AI-17-577

Response To: MN Department of Commerce Information Request No. 5

Requestor: Nancy Campbell / Sue Peirce

Date Received: September 1, 2017

Question:

Topic: Future development

Reference(s): No specific reference

Request:

Does Nicollet plan to develop any solar gardens beyond those purchased from NEE?
Please explain.

Response:

We note that it was NEE, and not Nicollet Projects, that developed the projects that Nicollet Projects plans to purchase. That said, Nicollet Projects has no current plans to purchase additional solar garden projects. Nicollet Projects remains open to the possibility that, as the SRC Program continues to mature, additional solar developers will be seeking to identify long-term owners for their SRC Program projects.

Preparer: Kurt Battles/Jean-Baptiste Jouve

Title: Business Development Manager/Corporate Finance Director

Department: Corporate Development

Telephone: 612-215-4579/612-321-3152

Date: September 11, 2017

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Xcel Energy

Docket No.: E002/AI-17-577

Response To: MN Department of Commerce Information Request No. 6

Requestor: Nancy Campbell / Sue Peirce

Date Received: September 1, 2017

Question:

Topic: Mechanical Completion

Reference(s): No specific reference

Request:

Please explain what happens in the event a NEE project slated for purchase by Nicollet fails to meet the mechanical completion date 24-month deadline. If a project is cancelled for failure to meet the 24 month deadline, will it be replaced in the projects being purchased? If so, please explain how the replacement project will be identified?

Response:

Nicollet Projects has every expectation that NEE will achieve mechanical completion on the SRC Program projects within the tariffed timelines. To the extent it fails to meet any tariffed obligation, it expects to be treated as any other participant would under the terms of the tariff.

As stated in Section 9, Sheet 67.1:

If Mechanical Completion is not achieved within this twenty-four (24) month period (including any day-for-day extension referenced above), then the Company will return the deposit and the garden operator, if it still intends to proceed with the project, will need to reapply and submit a new application fee and deposit. Additionally, in this situation, if applicant already has an executed Interconnection Agreement, then that Interconnection Agreement may not be used for a project as part of the Solar*Rewards Community program, and such project shall immediately lose its queue position in the interconnection queue.

Nicollet Projects has no plans at this time to replace a project that fails to achieve mechanical completion by the tariff deadline with another project.

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Xcel Energy

Docket No.: E002/AI-17-577

Response To: MN Department of Commerce Information Request No. 7

Requestor: Nancy Campbell / Sue Peirce

Date Received: September 1, 2017

Question:

Topic: Solar Location

Reference(s): No specific reference

Request:

- a) Has Xcel had any conversation or provided any information to NEE regarding best places to locate its solar projects. Please explain.
- b) Has Xcel's knowledge of best solar locations, influenced in anyway the solar projects of NEE that will become Nicollet's solar projects. Please explain.
- c) Has Xcel provided locational information regarding best places to locate solar to all solar entities (developers, owners, etc.) Please explain and support your response.

Response:

- a) No, it has not. Project location decisions were made entirely by the developers, and were driven by their assesement of the suitability of the site.
- b) No, it has not. Xcel Energy did not influence the developers' site selections, nor did it influence the manner in which the developers moved projects through the interconnection process.
- c) Xcel provides options to all potential SRC Program developers as they assess site suitability. One of those option includes a capacity screen, commonly referred to as pre-application data in the industry, as detailed at Section 9, Sheets 68.14 and 68.15:

10. Capacity Screen

a. Any Community Solar Garden applicant may enter into a reasonable and customary non-disclosure agreement with the Company to receive distribution infrastructure and load analysis on a per feeder basis, and study results for previously studied projects. A response to such an information request must be fulfilled within 15 business days of the request. Information requests may include feeder specific voltage, concurrent minimum and peak loading analysis, existing distributed generation under operation, amount of distributed generation in the interconnection queue or Study Queue, terminated maximum distance substation, and any other pertinent information for the purposes of interconnection.

b. The response to the distribution infrastructure and load analysis on a per feeder basis will consist of the following:

- i) Substation name
- ii) Distance from Substation
- iii) Substation transformer nameplate capacity
- iv) Substation transformer minimum daytime load
- v) Substation transformer maximum load
- vi) Feeder name
- vii) Feeder Voltage
- viii) Feeder minimum daytime load
- ix) Feeder maximum load
- x) Presence of a voltage regulator
- xi) Presence of a reclosure
- xii) Distributed resources in operation per feeder and substation
- xiii) Distributed energy resources in the interconnection queue or Study Queue per feeder and substation
- xiv) Conductor size and material

c. The study results for previously studied projects will consist of the following when available:

- i) Distributed Energy Resource Type
- ii) Approximate POI distance from substation
- iii) Facility AC Nameplate Requested
- iv) Facility AC Nameplate Approved
- v) Non-unity DER Power Factor Required? (Y/N)
- vi) Line Reconductor or Rebuild Required? (Y/N)
- vii) Protection Upgrades Required? (Y/N)
- viii) Voltage Regulation Upgrades Required? (Y/N)
- ix) Date study results delivered

d. The applicant at the time of the request for this information must also pay a fee of \$250.00 per request, and each request is on a per feeder basis based on the specific location of a proposed Community Solar Garden Site. There is no requirement that there be an actual application submitted in the CSG Application System for the specific location of the proposed Community Solar Garden Site which is the subject of the request. The above 15 business day response time begins upon providing such a request along with the required payment.

The Company also has produced a publicly available Distribution System Study with hosting capacity analysis in Docket No. E002/M-15-962.

Preparer: Lee Gabler/Kurt Battles/Jean-Baptiste Jouve
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Date: September 11, 2017

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Xcel Energy

Docket No.: E002/AI-17-577

Response To: MN Department of Commerce Information Request No. 8

Requestor: Nancy Campbell / Sue Peirce

Date Received: September 8, 2017

Question:

Topic: Purchase price and interconnection

Reference(s): Attachment A or other relevant documents

- (a) Is the price for solar projects being purchased by Nicollet lower as a result of helping the developer (New Energy Equity LLC) with anything, including but not limited to solar gardens and interconnections? Please support your response.
- (b) Is there any quid pro quo going between Xcel, Nicollet, New Energy Equity LLC, or Energy Support Services? If yes, please identify and explain why that is not a concern.

Response:

- a. No. Neither Xcel Energy nor Nicollet Projects has assisted NEE in the development of the projects. The siting and interconnection responsibilities are managed by NEE. The developer is incurring the same costs for interconnection and distribution system upgrades as any other developer would for a project with the same attributes participating in the program. The interconnection and/or development costs are not affected by the fact that the projects eventually will be owned by an Xcel Energy affiliate. Accordingly, the purchase price was not lower given that we did not provide project development assistance to the developer.
- b. No. Please see the response to subpart (a) and DOC IR No. 4.

Preparer: Kurt Battles/Jean-Baptiste Jouve

Title: Business Development Manager/Corporate Finance Director

Department: Corporate Development/Corporate Development

Telephone: 612-215-4579/612-321-3152

Date: September 18, 2017

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Xcel Energy

Docket No.: E002/AI-17-577

Response To: MN Department of Commerce Information Request No. 9

Requestor: Nancy Campbell / Sue Peirce

Date Received: September 8, 2017

Question:

Topic: Future Solar Sites

Please describe any and all protections in place to ensure non-discrimination of all information related to solar gardens including information regarding available capacity for gardens, and planned upgrades to the distribution system.

Response:

The planning and development process for solar garden projects under the SRC Program is an inherently independent process for developers. Interconnection capacity and distribution system viability information that is not publicly available information would not and has not been provided to any individual developer.

As mentioned in our response to DOC IR No. 7, Xcel Energy provides options to all potential SRC Program developers to assist in selecting development sites. These options include a capacity screen (or pre-application data) and a publicly available Distribution System Study with hosting capacity analysis, which was produced in Docket No. E002/M-15-962. Beyond these tools, no additional information will be provided to individual developers.

These safeguards will apply to all developers for all future solar sites which are developed to be a part of the SRC Program.

Preparer: Lee Gabler

Title: Senior Customer Strategy & Solutions Director

Department: Customer Strategy & Solutions

Telephone: 612-330-2901

Date: September 18, 2017

CERTIFICATE OF SERVICE

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce
Public Comments**

Docket No. E002/AI-17-577

Dated this 24th day of October 2017

/s/Sharon Ferguson

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