



414 Nicollet Mall
Minneapolis, MN 55401

December 22, 2014

—Via Electronic Filing—

Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

RE: PETITION
ELECTRIC SERVICE AGREEMENT AMENDMENT
DOCKET NO. E002/M-14-_____

Dear Dr. Haar:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission its Petition for approval of an Amendment to an Electric Service Agreement with Terning Seeds for 96 kW of solar generation.

Pursuant to Minn. Stat. § 216.17, subd. 3, we have electronically filed this document, and served copies of the Petition Summary on the parties on the attached service list. If you have any questions regarding this filing please contact me at (612) 330-6613 or amy.a.liberkowski@xcelenergy.com.

Sincerely,

/s/

AMY LIBERKOWSKI
MANAGER, REGULATORY ANALYSIS

Enclosures
c: Service List

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
David Boyd	Commissioner
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF AN AMENDMENT TO
THE ELECTRIC SERVICE AGREEMENT
WITH TERNING SEEDS

DOCKET No. E-002/M-14-____

PETITION

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval of an amendment to the Electric Service Agreement with Terning Seeds for 96 kW (AC) of solar generation.

Our customer, Terning Seeds, is looking to use a recently implemented statutory provision that expands net metering to customers with larger distributed generation systems. However, while the statute allows this expansion, there are not yet rules or tariffs in place to facilitate the logistics of providing customers with this option. In recognition of the customer's desire to begin operating their solar system as soon as possible, we worked with Terning Seeds to develop an amendment to our tariffed Electric Service Agreement (ESA) that addresses both net metering and standby service provisions. The ESA, as proposed to be amended, is provided with this Petition as Attachment A.

I. SUMMARY OF FILING

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

II. SERVICE ON OTHER PARTIES

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

III. GENERAL FILING INFORMATION

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

A. Name, Address, and Telephone Number of Utility

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

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

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

C. Date of Filing

The date of this filing is December 22, 2014. No change in rates would occur until Commission approval of this petition.

D. Statute Controlling Schedule for Processing the Filing

Minn. Stat. § 216B.16 subd. 1 requires 60-days of notice to the Commission of a proposed rate change. Under the Commission's rules, the proposed rate change discussed in this Petition falls within the definition of a miscellaneous tariff filing

under Minn. R. 7829.0100, subp. 11, since no determination of Xcel Energy's general revenue requirement is necessary.

E. Utility Employee Responsible for Filing

Amy Liberkowski
Manager, Regulatory Analysis
Xcel Energy
414 Nicollet Mall, 7th Floor
Minneapolis, Minnesota 55401
(612) 330-6613

IV. MISCELLANEOUS INFORMATION

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

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

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

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

V. EFFECT OF CHANGE UPON XCEL ENERGY REVENUE

Approval of this contract will not impact Company revenues.

VI. Description and Purpose of Filing

A. Background

A 2013 amendment to Minn. Stat. S. 216B.164 allows net metering of facilities up to 1,000 kW. However, while the statute provides for this expanded net metering option we do not have an approved tariff to allow us to offer net metering for photovoltaic (PV) systems above 40 kW. Thus, there are not currently any existing tariffs or rules

that provide the details and support necessary to actually deliver this expanded net metering option to our customers.

As the Commission is aware, there is currently a rulemaking underway to address this statutory net metering issue.¹ However, in the meantime, certain customers are eager to utilize this statute and implement their projects now. One of these customers, Terning Seeds, is seeking to net meter a solar installation at a higher capacity than provided for by our existing tariffs. We worked with the customer to draft a custom contract to accommodate their request.

In anticipation of the Commission's proposed net metering rule changes, we used the existing tariffed ESA (as found in Section 7 of our tariff) and the Commission's draft language for a Uniform Statewide Contract as guidance and attempted to line up the terms with Terning Seeds accordingly. The proposed ESA (as amended) with Terning Seeds is provided as Attachment A. For comparison purposes, we also provide, as Attachment B, a redline version highlighting the differences between our amendment to the ESA and the current version of the contract at issue in the rulemaking.

We note that the customer has indicated a desire to obtain Standby Service. Our current Standby Service tariff (in Section 5 of our tariff) only allows us to impose the Standby Service if a customer's generator is above 100 kW (AC). This customer's generator is 96 kW (AC) or about 105 kW (DC) and we see no public interest issue against allowing us provide Standby Service in this instance. The proposed amendment to the ESA allows Standby Service consistent with the provisions of our Standby Service tariff other than the capacity cap. Thus, the custom ESA addresses both net metering and standby service provisions.

The customer is eager to have the PV system connected to our network before year-end so that it can receive tax credits for the 2014 tax year related to this system. The customer has signed our Section 10 tariffed interconnection agreement, and we are working with the customer to install the meter and connect the system in 2014. Upon being connected, the customer will not receive any compensation from the Company for any energy it exports to us. However, once the proposed ESA (as amended) is approved by the Commission, the customer would receive compensation for energy exported to the Company as set forth in that agreement, beginning with the effective date of that agreement.

¹ See Docket No. E-999/R-13-729, *In the Matter of Possible Amendments to Rules Governing Cogeneration and Small Power Production, Minnesota Rules, Chapter 7835*,

B. The Agreement is in the Public Interest

We believe the amended ESA with Terving Seeds is in the public interest as it has been drafted in accordance with the Commission's draft rules on Cogeneration and Small Power Production. This agreement supports and facilitates the legislature's intent with the recently enacted statute to expand net metering offerings to larger customers, and fulfills the customer's request to obtain Standby Service.

CONCLUSION

Northern States Power Company respectfully requests approval of this Petition for approval of an amendment to the Electric Service Agreement with Terving Seeds for 96 kW (AC) of solar generation. This agreement is in the public interest as it provides a means for our customer to take advantage of a recently enacted statute.

Dated: December 22, 2014

Northern States Power Company

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger
David Boyd
Nancy Lange
Dan Lipschultz
Betsy Wergin

Chair
Commissioner
Commissioner
Commissioner
Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF AN AMENDMENT TO
THE ELECTRIC SERVICE AGREEMENT
WITH TERNING SEEDS

DOCKET NO. E-002/M-14-____

PETITION

SUMMARY OF FILING

Please take notice that on December 22, 2014, Northern States Power Company, doing business as Xcel Energy, submitted to the Minnesota Public Utilities Commission a Petition for approval of an amendment to the Electric Service Agreement with Terning Seeds for 96 kW (AC) of solar generation.

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

ELECTRIC SERVICE AGREEMENT

Section No. 7
3rd Revised Sheet No. 2



ELECTRIC SERVICE AGREEMENT

THIS AGREEMENT, made this 19 day of December, 2014, by and between
NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall,
Minneapolis, Minnesota 55401, and Terning Seeds Inc. "Customer"
engaged in the business of seed products.

WITNESSETH: That the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. **KIND OF SERVICE:** Xcel Energy agrees to supply and Customer agrees to accept electric service in the form of 3 Phase, 4 Wire, Alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of 277/480, for Customer's use solely for the operation of electric equipment now installed by Customer on the property known as Terning Seeds Inc. located at 15365 60th St SW Cokato, MN 55321

2. **CAPACITY COMMITMENT:** Xcel Energy agrees to provide and keep available throughout the term of this Agreement for Customer's use at the above location _____ kilovolt-amperes of capacity. Xcel Energy also agrees to provide additional capacity to an aggregate of _____ kilovolt-amperes upon reasonable notice from Customer specifying the additional amount of capacity and the date same will be required. Reasonable notice shall be construed as meaning ample time in which Xcel Energy can provide such additional capacity in its system as may be necessary.

3. **SERVICE INSTALLATION:** Customer may be responsible at its cost to provide certain capabilities or conditions prior to Xcel Energy's installation of service, as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

4. **CHARGES:** All charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

(Continued on Sheet No. 7-3)

Date Filed: 07-29-10 By: Judy M. Pofel Effective Date: 01-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. E002/M-10-721 Order Date: 12-17-10

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

ELECTRIC SERVICE AGREEMENT (Continued)

Section No. 7
3rd Revised Sheet No. 3

5. **TERM:** This Agreement shall commence at 12:01 A.M. on the date of last signature below, and shall continue for a period ending at 12:01 A.M. on 12 months from above date, and, if not then terminated by at least six months prior written notice by either party, shall continue further until so terminated; provided, that in the event Xcel Energy continues to supply electric service to Customer at this location subsequent to the termination of this Agreement, the demands billed Customer during the eleven months preceding such termination shall be used in applying the rate during the first eleven months of such continued supply of electric service. This Agreement may not be reinstated for the same service within 12 months of the termination date unless the monthly demand minimums, subsequent to the termination date, have been satisfied.

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6. **RATES:** All rates applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

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7. **PAYMENT OF BILLS:** All bills are for services supplied by Xcel Energy in the preceding billing period and are payable at Xcel Energy's office on or before the Date Due stated on Xcel Energy's bills to Customer. All bills will be issued to Customer at the location identified in Section 1 above, unless the Customer has given Xcel Energy written notice of a different address for billing purposes.

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8. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where the services are provided. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. This Agreement is also subject to Section(s) _____ appearing under the heading "Additional Terms and Conditions" on the reverse side of or attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Xcel Energy.

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NORTHERN STATES POWER COMPANY,
a Minnesota corporation ("Xcel Energy")

XCEL ENERGY REPRESENTATIVE

Print Full Name: DAVID M. SPARBY

Signature: DM Sparby

Title: President & CEO

Date: 12-22-14

CUSTOMER

Print Full Name: Dennis Terning

Signature: DT

Title: President

Date: 12-19-14

Terning Seeds Inc

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Form 17-6840

(Continued on Sheet No. 7-4)

Date Filed: 07-29-10 By: Judy M. Pofert Effective Date: 01-01-11
President and CEO of Northern States Power Company, a Minnesota corporation
Docket No. E002/M-10-721 Order Date: 12-17-10

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

ELECTRIC SERVICE AGREEMENT (Continued)

Section No. 7
3rd Revised Sheet No. 4

ADDITIONAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE AGREEMENT

1. CANCELLATION OF PRIOR AGREEMENT: This Agreement supersedes the agreement dated _____, between Xcel Energy and Customer for the supply of electric service at _____ except that Customer billing demands during the last eleven months thereunder shall be used in applying the rate during the first eleven months of this Agreement, and except as to unpaid bills.

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2. CANCELLATION OF PRIOR AGREEMENT: This Agreement supersedes the Agreement dated _____, between Xcel Energy and _____, to whose interest Customer has succeeded for the supply of electric service at _____, except that billing demands billed _____ during the last eleven months thereunder shall be used in applying the rate during the first eleven months of this Agreement, and except as to unpaid bills owed by _____.

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3. REFUND: Xcel Energy agrees that if at any time prior to the expiration of _____ (____) years, commencing on the effective date of this Agreement, Customer has paid \$ _____ to Xcel Energy for electric service supplied under this Agreement, Xcel Energy will refund to Customer, without interest, the amount of \$ _____ paid as a charge for making electric service available.

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4. CANCELLATION OF MONTHLY FACILITIES CHARGE: In consideration of Xcel Energy installation of additional facilities, _____ agrees to pay to Xcel Energy installation plus removal costs minus salvage value of the removed facilities in the event the Customer leaves the service location or does not desire the additional facilities, at any time within ten years from date of this Agreement.

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5. FACILITIES CHARGE: In consideration of Xcel Energy's installation of additional facilities to provide _____ (Basic Section Insert), a service not normally available, _____ agrees to pay Xcel Energy the sum of \$ _____ per month in addition to and with each monthly billing during the term hereof.

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Basic Section Inserts

- 1) An excess service extension
- 2) A specific service location (and/or route)
- 3) For relocation of established distribution (and/or service) facilities
- 4) Service for intermittent equipment Examples: X-ray machines, arc welders, spot welders, seam welders, butt welders, etc.
- 5) Service for special service functions Examples: duplicate facilities, special switching, control equipment, etc.
- 6) Three phase service where single phase is adequate
- 7) For replacement of existing overhead facilities with underground facilities
- 8) A specific service voltage
- 9) Additional capacity at non-standard service area voltage
- 10) Transformation while remaining on the Primary Distribution Voltage Rate

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Form 17-6848

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Date Filed:	07-29-10	By:	Judy M. Piferl	Effective Date:	01-01-11
			President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-10-721			Order Date:	12-17-10

**Amendment No. 1
to Electric Service Agreement
Between Northern States Power Company
And Terving Seeds Inc.**

THIS Amendment No. 1, made this 19 day of December, 2014, between Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc ("Xcel Energy" or "Utility") and Terving Seeds Inc. ("QF")

WHEREAS Xcel Energy and QF entered into an Electric Service Agreement ("Agreement") dated December 19, 2014, by which Xcel Energy provides electric service to QF; and,

WHEREAS QF has a 96 kW (AC) solar photovoltaic generator and wishes to interconnect that generator and have "net metering" as more fully described below and wishes to obtain backup service from Xcel Energy during times when the generator is not operating.

NOW, THEREFORE, the parties hereby amend the Agreement to add the following terms and conditions:

RECITALS

The QF has installed electric generating facilities, consisting of solar photovoltaic panels, rated at 96 kilowatts (AC) of electricity, on property located at ~~15363~~ 60th ST SW, Cokato, MN 55321.

15365

The QF is prepared to generate electricity in parallel with the Utility.

The QF's electric generating facilities meet the requirements of the Minnesota Public Utilities Commission (hereafter called "Commission") rules on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.

The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Utility is required by the Commission's rules.

AGREEMENTS

The QF and the Utility agree:

1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.

2. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. If the QF has at least 40 kilowatts capacity but less than 1,000 kilowatt capacity, the QF elects the rate schedule category hereinafter indicated:

- b. Simultaneous purchase and sale billing rate under the A51 Tariff.
- c. Time-of-day purchase rates under the A52 Tariff. (This option is only available where the electric service provided by Utility to QF at the same site is billed in accordance with the appropriate time of day retail electric rate.)

A copy of the presently filed rate schedule is attached to this Amendment No. 1, and this rate schedule will apply to this Amendment No. 1 even though there are capacity limitations in this rate schedule.

3. The rates for sales and purchases of electricity may change over the time this Amendment No. 1 is in force, due to actions of the Utility or of the Commission, and the QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this Amendment No. 1 is in force.

4. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF will be made under one of the following options as chosen by the QF:

- 1. Credit to the QF's account with the Utility,
- 2. Paid by check to the QF within 15 days of the billing date.

4a. Renewable energy credits associated with generation from the facility are owned by the QF.

5. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for the QF. This agreement does not waive the QF's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4500 and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.

6. The Utility's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production.

7. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.

8. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$ 250.00. The QF will pay the Utility consistent with the Interconnection Agreement in Section 10 of the Utilities tariff.

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

10. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.

11. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility will notify the QF before it stops purchasing electricity by attempting to contact the QF by telephone as a courtesy, but provide official notice by written letter at the property address noted above.

12. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$ 1,000,000, which is consistent with the Section 10 Interconnection Agreement.

13. This Amendment No. 1 becomes effective as soon as it is approved by the Commission and the parties have signed it. This Amendment No. 1 will remain in force until either the QF or the Utility gives written notice to the other that this Amendment No. 1 is canceled. This Amendment No. 1 will be canceled 30 days after notice is given.

14. This Amendment No. 1 contains all the agreements made between the QF and the Utility except that this Amendment No. 1 shall at all times be subject to all rules and orders issued by the Public Utilities Commission or other government agency having jurisdiction over the subject matter of this Amendment No. 1. The QF and the Utility are not responsible for any agreements other than those stated in this Amendment No. 1.

15. The QF has received a copy of, or electronic link to, the Commission's order establishing interconnection standards dated September 28, 2004 in docket number E-999/CI-01-1023 and a copy of, or electronic link to, subsequent changes made by the commission to any of those standards. As of the date of the signing of this Amendment No. 1, the link for this order is as follows:
<https://www.edockets.state.mn.us/EFiling/edockets/searchDocuments.do?method=showPopup&documentId=EB5DCE72-415A-4767-965F-35BA37EC59EA1&documentTitle=59785> . The QF is also subject to Section 10 of the Utility's tariff which implemented this Commission order. As of the date of the signing of this Amendment No. 1, the link for the Utility's current Section 10 tariff reflecting all changes made or authorized by the Commission is: https://www.xcelenergy.com/staticfiles/xcel/Regulatory/Regulatory%20PDFs/rates/MN/Me_Section_10.pdf

16. The QF wishes to obtain Standby service from the Utility during times when the QF generator is not operating. The backup supply for loss of the QF generator is agreed to be 96 kW (AC), and this will be provided as Standby Service according to the then-current provisions of the Standby Service Rider (tariff Section 5, sheets 101-107) and General Rules and Regulations applicable to Standby Service (tariff Section 6, sheets 10-11) of the Utility tariff; provided, however, that capacity restrictions set forth in the tariff are not applicable, and that any other provisions in the then-current version of the Utility tariff applicable to Standby Service shall apply. As of the date of the signing of this Amendment No. 1, the link for the Section 5 tariff is:
https://www.xcelenergy.com/staticfiles/xcel/Regulatory/Regulatory%20PDFs/rates/MN/Me_Section_5.pdf; and

the link for the Section 6 tariff is:

https://www.xcelenergy.com/staticfiles/xcel/Regulatory/Regulatory%20PDFs/rates/MN/Me_Section_6.pdf. This Standby Service is also subject to the requirements in the Utility's Section 10 tariff. The base tariff to which this Standby Service is applied is A14, and the expected level of standard service is 96 kW.

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

QF (Terning Seeds Inc.)

By: DT

NORTHERN STATES POWER COMPANY, a
Minnesota corporation and wholly owned
subsidiary of Xcel Energy Inc.

By: D. M. Spiby

(Title) President & CEO
NSPCo - MN

Amendment No. 1
to Electric Service Agreement
Between Northern States Power Company
And Terner Seeds Inc.

THIS Amendment No. 1, made this _____ day of December, 2014, between Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc ("Xcel Energy" or "Utility") and Terner Seeds Inc. ("QF")

WHEREAS Xcel Energy and QF entered into an Electric Service Agreement ("Agreement") dated December _____, 2014, by which Xcel Energy provides electric service to QF; and,

WHEREAS QF has a 96 kW (AC) solar photovoltaic generator and wishes to interconnect that generator and have "net metering" as more fully described below and wishes to obtain backup service from Xcel Energy during times when the generator is not operating.

NOW, THEREFORE, the parties hereby amend the Agreement to add the following terms and conditions:

The form for the uniform statewide contract must be applied to all new and existing interconnections between a utility and cogeneration and small power production facilities having less 1,000 kilowatts of capacity, except as described in part 7835.5900.

UNIFORM STATEWIDE CONTRACT FOR COGENERATION AND SMALL POWER PRODUCTION FACILITIES

THIS CONTRACT is entered into _____, _____, by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc. _____ (hereafter called "Utility") and _____ (hereafter called "QF").

RECITALS

The QF has installed electric generating facilities, consisting of solar photovoltaic panels _____ (Description of facilities), rated at 96 _____ kilowatts (AC) of electricity, on property located at 15363 _____ 60th ST SW, Cokato, MN 55321.

The QF is prepared to generate electricity in parallel with the Utility.

The QF's electric generating facilities meet the requirements of the Minnesota Public Utilities Commission (hereafter called "Commission") rules on Cogeneration and Small Power Production and

any technical standards for interconnection the Utility has established that are authorized by those rules.

The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Utility is required by the Commission's rules.

AGREEMENTS

The QF and the Utility agree:

1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.

~~2. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. The QF elects the rate schedule category hereinafter indicated:~~

~~___ a. Net energy billing rate under part 7835.3300.~~

~~___ b. Simultaneous purchase and sale billing rate under part 7835.3400.~~

~~___ c. Time-of-day purchase rates under part 7835.3500.~~

~~A copy of the presently filed rate schedule is attached to this contract.~~

~~2a. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. If the QF has less than 40 kilowatts capacity, the QF elects the rate schedule category hereinafter indicated:~~

~~___ a. Net energy billing rate under part 7835.4013.~~

~~___ b. Simultaneous purchase and sale billing rate under part 7835.4014.~~

~~___ c. Time-of-day purchase rates under part 7835.4015.~~

~~A copy of the presently filed rate schedule is attached to this contract.~~

~~2b. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. If the QF has at least 40 kilowatts capacity but less than 1,000 kilowatt capacity, the QF elects the rate schedule category hereinafter indicated:~~

~~___ b. Simultaneous purchase and sale billing rate under the part 7835.4014A51 Tariff.~~

~~___ c. Time-of-day purchase rates under the part 7835.4015A52 Tariff. (This option is only available where the electric service provided by Utility to QF at the same site is billed in accordance with the appropriate time of day retail electric rate.)~~

A copy of the presently filed rate schedule is attached to this Amendment No. 1~~contract, and this rate schedule will apply to this Amendment No. 1~~~~Contract~~ even though there are capacity limitations in this rate schedule.

3. The rates for sales and purchases of electricity may change over the time this Amendment No. 1~~contract~~ is in force, due to actions of the Utility or of the Commission, and the QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this Amendment No. 1~~contract~~ is in force.

4. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF will be made under one of the following options as chosen by the QF:

- ___ 1. Credit to the QF's account with the Utility.
- ___ 2. Paid by check to the QF within 15 days of the billing date.

4a. Renewable energy credits associated with generation from the facility are owned by the QF.

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5. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for the QF. This agreement does not waive the QF's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4500 and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.

6. The Utility's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production.

7. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.

8. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$- 250.00 _____. The QF will pay the Utility consistent with the Interconnection Agreement in Section 10 of the Utilities tariff. ~~in this way:~~

9. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the

interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.

10. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.

11. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility will notify the QF before it stops purchasing electricity by ~~an~~ this way: Attempting to contact by phone to contact the QF by telephone as a courtesy_____, but provide official notice by written letter at the property address noted above._____

12. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$ 1,000,000_____, which is ~~(The amount must be~~ consistent with the Section 10 Interconnection Agreement Commission's interconnection standards under rule part 7835.4750).

13. This Amendment No. 1~~contract~~ becomes effective as soon as it is approved by the Commission and the parties have signed ~~signed by the QF and the Utility~~. This Amendment No. 1~~contract~~ will remain in force until either the QF or the Utility gives written notice to the other that this Amendment No. 1~~e-contract~~ is canceled. This Amendment No. 1~~e-contract~~ will be canceled 30 days after notice is given.

14. This Amendment No. 1~~contract~~ contains all the agreements made between the QF and the Utility except that this Amendment No. 1~~contract~~ shall at all times be subject to all rules and orders issued by the Public Utilities Commission or other government agency having jurisdiction over the subject matter of this Amendment No. 1~~contract~~. The QF and the Utility are not responsible for any agreements other than those stated in this Amendment No. 1~~contract~~.

15. The QF customer has received a copy of, or electronic link to, the Commission's order establishing interconnection standards dated September 28, 2004 in docket number E-999/CI-01-1023 and a copy of, or electronic link to, subsequent changes made by the commission to any of those standards. As of the date of the signing of this Amendment No. 1, the link for this order is as follows: <https://www.edockets.state.mn.us/Efiling/edockets/searchDocuments.do?method=showPopup&documentId={EB5DCE72-415A-4767-965F-35BA37EC59EA}&documentTitle=59785> . The QF is also subject to Section 10 of the Utility's tariff which implemented this Commission order. As of the date of the signing of this Amendment No. 1, the link for the Utility's current Section 10 tariff reflecting all changes made or authorized by the Commission is: https://www.xcelenergy.com/staticfiles/xcel/Regulatory/Regulatory%20PDFs/rates/MN/Me_Section_10.pdf

16. The QF wishes to obtain Standby service from the Utility during times when the QF generator is not operating. The backup supply for loss of the QF generator is agreed to be 96 kW (AC), and this will be provided as Standby Service according to the then-current provisions of the Standby Service Rider (tariff Section 5, sheets 101-107) and General Rules and Regulations applicable to Standby Service (tariff Section 6, sheets 10-11) of the Utility tariff; provided, however, that capacity restrictions set forth in the tariff are not applicable, and that any other provisions in the then-current version of the Utility tariff applicable to Standby Service shall apply. As of the date of the signing of this Amendment No. 1, the link for the Section 5 tariff is: https://www.xcelenergy.com/staticfiles/xcel/Regulatory/Regulatory%20PDFs/rates/MN/Me_Section_5.pdf; and the link for the Section 6 tariff is: https://www.xcelenergy.com/staticfiles/xcel/Regulatory/Regulatory%20PDFs/rates/MN/Me_Section_6.pdf. This Standby Service is also subject to the requirements in the Utility's Section 10 tariff. The base tariff to which this Standby Service is applied is A14, and the expected level of standard service is 96 kW.

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

QF (Terning Seeds Inc.)

By: _____

NORTHERN STATES POWER COMPANY, a
Minnesota corporation and wholly owned
subsidiary of Xcel Energy Inc.
UTILITY

By: _____

(Title)

CERTIFICATE OF SERVICE

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

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

xx by electronic filing.

MPUC Docket No: Miscellaneous Electric Service List

Dated this 22nd day of December 2014.

/s/

Tiffany Hughes

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James J.	Bertrand	james.bertrand@leonard.com	Leonard Street & Deinard	150 South Fifth Street, Suite 2300 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Bradley	mike.bradley@lawmoss.com	Moss & Barnett	150 S. 5th Street, #1200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Jeffrey A.	Daugherty	jeffrey.daugherty@centerpointenergy.com	CenterPoint Energy	800 LaSalle Ave Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ian	Dobson	ian.dobson@ag.state.mn.us	Office of the Attorney General-RUD	Antitrust and Utilities Division 445 Minnesota Street, BRM Tower St. Paul, MN 55101	Electronic Service 1400	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Hoppe	il23@mtn.org	Local Union 23, I.B.E.W.	932 Payne Avenue St. Paul, MN 55130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Tiffany	Hughes	Regulatory.Records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2265 Roswell Road Suite 100 Marietta, GA 30062	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Richard	Johnson	Rick.Johnson@lawmoss.com	Moss & Barnett	150 S. 5th Street Suite 1200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Mark J.	Kaufman	mkaufman@ibewlocal949.org	IBEW Local Union 949	12908 Nicollet Avenue South Burnsville, MN 55337	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Thomas G.	Koehler	TGK@IBEW160.org	Local Union #160, IBEW	2909 Anthony Ln St Anthony Village, MN 55418-3238	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Douglas	Larson	dlarson@dakotaelectric.com	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Andrew	Moratzka	apmoratzka@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
David W.	Niles	david.niles@avantenergy.com	Minnesota Municipal Power Agency	Suite 300 200 South Sixth Street Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Richard	Savelkoul	rsavelkoul@martinsquires.com	Martin & Squires, P.A.	332 Minnesota Street Ste W2750 St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Ken	Smith	ken.smith@districtenergy.com	District Energy St. Paul Inc.	76 W Kellogg Blvd St. Paul, MN 55102	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Ron	Spangler, Jr.	rlspangler@otpc.com	Otter Tail Power Company	215 So. Cascade St. PO Box 496 Fergus Falls, MN 565380496	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Byron E.	Starns	byron.starns@leonard.com	Leonard Street and Deinard	150 South 5th Street Suite 2300 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
James M.	Strommen	jstrommen@kennedy-graven.com	Kennedy & Graven, Chartered	470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Eric	Swanson	eswanson@winthrop.com	Winthrop Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric
Lisa	Veith	lisa.veith@ci.stpaul.mn.us	City of St. Paul	400 City Hall and Courthouse 15 West Kellogg Blvd. St. Paul, MN 55102	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric