



414 Nicollet Mall
Minneapolis, MN 55401

June 7, 2024

—Via Electronic Filing—

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

RE: COMPLIANCE FILING
IN THE MATTER OF IMPLEMENTATION OF 2023 LEGISLATION CHANGES TO
XCEL ENERGY'S COMMUNITY SOLAR GARDEN PROGRAM
DOCKET NO. E002/CI-23-335

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits this Compliance Filing pursuant to the Minnesota Public Utilities Commission's May 30, 2024 ORDER IMPLEMENTING NEW LEGISLATION GOVERNING COMMUNITY SOLAR GARDENS (Order). The Company provides both redline and final format for the new tariff provisions for the Low-to-Moderate Income Accessible Community Solar Garden (LMI Accessible Community Solar Garden) Program and changes to the fuel clause tariff as Attachment A. Because the Order allows the tariff to be effective upon filing, and because the LMI Accessible Community Solar Garden Standard Contract is part of this tariff, we anticipate that the June 7, 2024 effective date will give parties the ability to start operations under the LMI Accessible Community Solar Garden program upon signing the effective tariffed contract this summer.

In developing this compliance filing, the Company started with its January 5, 2024 compliance filing version of the tariffs as a baseline, and then modified these to align with the Commission's Order. Of note, the changes to the fuel clause tariff are identical to those as set forth in our January 5, 2024 filing.

The LMI Accessible Community Solar Garden Standard Contract was developed based on previous contract obligations, approved tariff language as part of the Commission's May 5, 2024 Order, and further discussions with industry leaders. Specifically, the Company worked with MnSEIA, Colorado Solar and Storage Association (COSSA), Cooperative Energy Futures, and US Solar (Industry Parties) to review and modify the LMI Accessible Community Solar Garden Standard Contract.

As a result of these discussions, the Company and Industry Parties agreed to several modifications and accepted on disagreement in certain areas. For those areas of disagreement, we anticipate parties to acknowledge future changes to the contract that may be necessary but will need further review by parties in this docket and approval by the Commission.

After landing on agreed-upon changes plus incorporating other changes to the LMI Accessible Community Solar Garden Standard Contract proposed by the Company but not agreed to by the Industry Parties, the Company then went back to make changes to our draft compliance tariff to align with the draft tariffed LMI Accessible Community Solar Garden Standard Contract for consistency. For the Commission's convenience, we have included as Attachments B and C redlined documents that reflect how the tariffed contract differs from the tariffed contract for the Legacy CSG program and how the compliance tariff for the LMI Accessible Community Solar Garden program differs from the January 5, 2024 version of the tariff.

The Company provides the standard contract as part of the LMI Accessible Community Solar Garden tariff to align with the structure of the Legacy Community Solar Garden (Legacy CSG) tariff that was authorized by Commission order, and therefore follows the statutory requirement that any Commission order that applies to the Legacy program also applies to the LMI Accessible Community Solar Garden program (Minn. Stat. § 216B.1641, Subd. 3). The importance of having the standard contract be part of the tariff is also highlighted in the Commission's May 30, 2024 ORDER APPROVING COMMUNITY SOLAR GARDEN PROGRAM RATE-TRANSITION PROPOSAL WITH MODIFICATIONS, in Docket E002/M-13-867 (Modification Order), where the Commission set forth specific wording of that tariffed contract. The Modification Order noted that this allows the Commission to change the provisions of the tariff and tariff contract over time, and that an opposite approach would give individual developers "*veto power*" over any Commission decision impacting the CSG program and that this non-adopted approach would be "*antithetical to the regulatory framework*" for the CSG program. (Modification Order, pages 20-21).

Ordering Point 6 specifies that if parties want to dispute any provision of the tariff compliance filing, they can file a motion seeking changes to the content of the attached tariffs – which can include modifications to the base tariff or the tariffed contract. In the event that the Commission subsequently orders changes to the wording of the LMI Accessible Community Solar Garden tariff provisions included in Attachment A to this filing, then consistent with past practice in the CSG program, these changes to the tariffed version of the LMI Accessible Community Solar Garden Standard Contract would also apply to all standard contracts that have been signed

before the Commission action to change the tariff or tariff contract terms. This concept was discussed at the April 4, 2024 Commission hearing.¹

The Company provides a review of various changes from the January 5 tariff filing below:

1. The name of the new program in our tariff has been modified from Non-Legacy Community Solar Garden Program to LMI Accessible Community Solar Garden program consistent with the Department's naming convention.
2. During discussions with the Industry Parties, they requested, and we agreed that the term Community Solar Garden Operator be changed to Subscriber Organization, and the term CSG Application Management System applicable to the LMI Accessible Community Solar Garden program will be changed to the Company's Subscriber Management System.
3. Additional Definitions were included in the LMI Accessible Community Solar Garden Standard Contract, and all Definitions were put in alphabetical order. We have modified the tariff to make corresponding changes for purposes of consistency.
4. The bulk of the content of the Legacy CSG tariff is in the tariffed Legacy CSG Standard Contract. The Commission previously approved the proposed tariff for the LMI Accessible Community Solar Garden program that did not have a signed contract. Under the Order, a signed Contract is now needed. This resulted in much duplication of the previously approved tariffed terms into the tariffed contract for the LMI Accessible Community Solar Garden program. However, where the tariffed LMI Accessible Community Solar Garden Standard Contract generally does not have provisions that would only apply to that period before the contract is signed.
5. The bill credit rates were updated on tariff sheet 9-99.15. These are consistent with the Company's filing of February 1, 2024.
6. On tariff sheet 9-99.09 several changes were needed to align with how the Company has implemented the Order requirement where an application had been submitted in the Legacy portal and is later accepted in the LMI Accessible Community Solar Garden program. The prior approach would have required the

¹ See, for example, hearing recording at about 3:10:00 to 3:13:15; 3:14:50 to 3:15:20; and, 3:29:30 to 3:30:35.

developer to submit a new application to allow participation in the LMI Accessible Community Solar Garden program. The tariff changes make this process easier on the developers and no second application needs to be filed.

7. While at hearing the Commission did not adopt the US Solar proposal for tariff language on how to terminate the contract, the Company in discussions with the Industry Parties believed that such a provision would be appropriate because now there is a contract that might be subject to termination, while at the time of hearing there was no such contract. Provisions were added to mirror the corresponding provision from the tariffed Legacy contract, and this provision is in the tariff at sheet 9-99.12 and in the tariff contract at sheet 9-99.39.
8. The prior version of the draft tariff mirrored certain provisions from the MN DIA at tariff sheet 9-99.14 but did not mirror provisions from the pre-MN DIP Interconnection Agreement. However, one of the projects approved by the Department is a pre-MN DIP project. Accordingly, during contract negotiations a provision was added to mirror certain provisions from the pre-MN DIP Interconnection Agreement, and then these were also reflected with revisions to tariff sheet 9-99.14.
9. The Subscriber Agency Agreement and Consent form has not been included as an attachment to the LMI Accessible Community Solar Garden Standard Contract. This is because it is already included as part of the LMI Accessible Community Solar Garden tariff. The Industry Parties did not see a need to duplicate this document in the contract as the tariff already makes this a requirement.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please contact Kristen Ruud at 612-216-7979 or Kristen.S.Ruud@xcelenergy.com or contact me at 612-216-7972 or Jessica.K.Peterson@xcelenergy.com if you have any questions regarding this filing.

Sincerely,

/s/

JESSICA PETERSON

MANAGER, PROGRAM POLICY

Enclosures

cc: Service Lists

Redline

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

FUEL CLAUSE RIDER (Continued)

Section No. 5
Original Sheet No. 91.4

EXCLUSION OF COMMUNITY SOLAR GARDEN COSTS

To comply with Minn. Stat. § 216B.1641, Subd. 11, the fuel adjustment charge to residential customers who have received bill payment assistance or income-qualified energy assistance programs within the proceeding twelve-month timeframe and who also do not subscribe to a community solar garden shall exclude the “net cost of community solar garden generation”. To achieve this exclusion, these customers shall receive a bill credit of \$[To Be Determined] per kWh of billed usage that removes “net cost of community solar garden generation”. This credit will start to apply and appear on customer bills only after the Company has systems in place to provide this credit and application of this credit will be done only on a prospective basis after the Company has systems in place.

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Date Filed: 01-05-24

By: Ryan J. Long

Effective Date: 06-07-24

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 & E002/CI-23-335

Order Date: 05-30-24

**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM**

Section No. 9
Original Sheet No. 99.01

AVAILABILITY

Available to Subscriber Organizations that have a signed Interconnection Agreement and have been Approved by the Department to be in the LMI Accessible Community Solar Garden Program.

APPLICABILITY

Tariff applies to Subscriber Organizations and Company Residential, Commercial and Industrial Customers assigned an allocation level by the Subscriber Organization as approved by the Department of Commerce.

INTRODUCTION

The LMI Accessible Community Solar Garden Program (or LMI Accessible CSG Program) is authorized by Minn. Stat. § 1641, Subds. 2 to 13. The LMI Accessible CSG Program applies to Community Solar Garden applications approved by the Minnesota Department of Commerce (“Department”) beginning January 1, 2024. (Subd. 3). The Department must administer the LMI Accessible CSG program including but not limited to collecting and evaluating CSG applications, auditing or verifying that project eligibility criteria have been met, and enforcing consumer protections under Subdivisions 9 to 11. (Subd. 4). Except as modified, replaced or superseded by subdivisions 2 to 13, any Commission order that applies to the Legacy CSG Program applies to the LMI Accessible CSG Program. (Subd 3). An application to the Department must include several items, including a copy of a signed interconnection agreement. The Department must determine whether an application is in the public interest. (Subd. 5). The Company must purchase electricity generated by a CSG approved for a period of 25 years from the date the CSG begins operations. Compensation is based on the average retail rate, as applied to each subscriber type, as determined by the Commission. (Subd. 8). For the LMI Accessible CSG Program, the Company must offer consolidated billing. (Subd. 10).

DEFINITIONS

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

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

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

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

(Continued on Sheet No. 9-99.02)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.02

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

“Community Solar Garden Location” is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

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

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

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

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

“DG Portal” means the interactive, internet website-based interface (portal) maintained by or on behalf of the Company through which the Company accepts and manages interconnection applications, including those interconnection applications where the applicant intends to ultimately apply for or participate in the LMI Accessible Community Solar Garden Program.

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

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

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

(Continued on Sheet No. 9-99.03)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.03

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

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

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

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

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

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Subscriber Organization's bill. The readings on the Production Meter showing the energy generated by the PV System will also be used to determine the RECs generated by the PV System.

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

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

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

"Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the Community Solar Garden Operator's generation of energy using solar energy as a fuel, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a "green" or "renewable" electric generation resource, including any and all environmental air quality credits, emission reductions, off-sets, allowances or other benefits related to the generation of energy from the Community Solar Garden PV System that reduces, displaces or off-sets emissions resulting from fuel combustion

(Continued on Sheet No. 9-99.04)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.04

at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement, and the aggregate amount of credits, offsets or other benefits including any rights, attributes or credits arising from or eligible for consideration in the M-RETS program or any similar program pursuant to any international, federal, state or local legislation or regulation or voluntary agreement and any renewable energy certificates issued pursuant to any program, information system or tracking system associated with the renewable energy generated from the Community Solar Garden PV System. RECs do not include any federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which Community Solar Garden Operator or the Community Solar Garden PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Community Solar Garden Operator or the Community Solar Garden PV System is eligible or that either receives.

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

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

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a Community Solar Garden interconnected with the Company.

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

“Subscriber’s Energy Usage Data” refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

“Subscriber Management System” is the interactive, internet website-based interface (“portal”) maintained by or on behalf of the Company through which the Company accepts and manages applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

“Subscriber Organization” is identified in the signed Standard Contract for LMI Accessible Community Solar Garden Program and shall mean a developer or owner of a Community Solar Garden. A Subscriber Organization may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

“Subscription” means a contract between a Subscriber and the Subscriber Organization.

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

(Continued on Sheet No. 9-99.05)

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OVERVIEW OF COMPANY'S ROLES IN THE LMI ACCESSIBLE CSG PROGRAM

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, and for a period of 25 years thereafter, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Subscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A55). The Subscriber Organization shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company while it participates in the LMI Accessible CSG Program, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This tariff conveys to the Company all energy generated from the PV System and all capacity and RECs (as described below) associated with the PV System for the 25-year term.

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

B. The rates for sales and purchases of Subscribed Energy shall be changed annually or otherwise as provided by order of the Commission. The Community Solar Garden Operator shall comply with all of the rules stated in the Company's applicable electric tariff in any way related to the LMI Accessible CSG Program, the policies of the Company related to the LMI Accessible CSG Program, the policies of the Department relating to the LMI Accessible CSG Program, and the Orders of the Minnesota Public Utilities Commission ("Commission"), as any of these may be revised from time to time.

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

(Continued on Sheet No. 9-99.06)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.06

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Subscriber Organization via the Subscriber Management System. The Subscriber Organization is required to have all updates in the system by the 25th of each calendar month to be applied for the following calendar month.

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

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

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

2. RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy produced before and during the Term of the Standard Contract for LMI Accessible Community Solar Garden Program shall be assigned to the Company. By participating as a Subscriber Organization under this tariff, the Subscriber Organization hereby assigns to Company all right title and interest of the Subscriber Organization to all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed Energy. The Subscriber Organization warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all RECs associated with such Subscribed Energy and Unsubscribed Energy output and/or the ability to transfer good and sufficient title of all such RECs to the Company. The Company shall be entitled to all RECs generated by the Community Solar Garden PV System for such Subscribed Energy and Unsubscribed Energy while the Subscriber Organization participates in the service offered in this tariff. The Subscriber Organization hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Subscriber Organization's RECs associated with Subscribed Energy and Unsubscribed Energy under the terms of this tariff and to and own, hold and manage these RECs associated with the Community Solar Garden in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established in Minnesota or other jurisdictions (including but not limited to the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Subscriber Organization hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying these RECs and the Company has full authority to hold, sell or trade such RECs to its own account of said renewable energy

(Continued on Sheet No. 9-99.07)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.07

information or tracking systems. Upon the request of Company from time to time, at no cost to Company, (i) Subscriber Organization shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Subscriber Organization shall provide full cooperation in connection with Company's registration of the Subscriber Organization's RECs under this tariff and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy for all purposes, and be entitled to use them in any manner it chooses.

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

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

5. Interconnection Requirements. The Subscriber Organization must sign the applicable Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement and Section 10 tariff except as otherwise specified in this tariff. Additionally, the term of the Interconnection Agreement shall end twenty five (25) years after the Date of Commercial Operation. Metering Charges and Requirements are as set forth in the Company's Section 10 tariff. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this tariff. The meter is located at the main service and will record energy delivered to the Subscriber Organization from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. Subscriber Organization will provide all meter housing and socket replacement and rewiring to install the meter. Subscriber Organization shall be charged monthly the metering charge for the main service meter. Maintenance and Repair of the PV System, Company access to the PV System site, disconnections and emergency shut-offs, shall be consistent with the Section 10 tariff. Any applicant to the LMI Accessible CSG Program can not place its interconnection application on hold while it awaits any action from the Department to make a determination on whether it will be accepted to be part of the LMI Accessible CSG Program.

(Continued on Sheet No. 9-99.08)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.08

6. Code Compliance. The Subscriber Organization shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation. The Subscriber Organization is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.

7. Participation Fee. Each year, the Subscriber Organization will submit a participation fee of \$500 /MW (AC) (to be prorated for each specific CSG size) to the Company for ongoing costs incurred of administering the LMI Accessible CSG Program. The participation fee may be changed at any time with the approval of the Commission.

8. Disclosure of Production Information. In order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company is permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the PV System in its possession and information regarding the total Bill Credits applied by the Company with respect to the PV System and any information pertaining to a Subscriber's Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Subscriber Organization's consent in writing or email to the Company, or unless the Commission or the Department requests that the Company provides such information to the Subscriber.

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

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

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

(Continued on Sheet No. 9-99.09)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.09

12. Requirements Applicable to the DG Portal and Subscriber Management System. The Subscriber Organization must comply with all of the following:

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

B. Required use of the Company's DG Portal and Subscriber Management System.

1. The Subscriber Organization must utilize the Company's Subscriber Management System to submit an application for a LMI Accessible Community Solar Garden and to manage Subscribers and Subscriptions. An applicant must apply to the Department, and the Department must approve that application, before an applicant can participate in the LMI Accessible Community Solar Garden Program. Before an applicant can apply to the Department, it first needs a signed and funded interconnection agreement. Any applicant that intends to subsequently apply to the Department for the LMI Accessible Community Solar Garden Program must first submit its interconnection application to the Company through the Company's DG Portal.

2. If an applicant has filed a Community Solar Garden application for the Legacy CSG Program, and later for the same facility submits and is approved by the Department for the LMI Accessible CSG Program, then the application can remain in the Legacy CSG portal and the Company will adjust the treatment of the application so that the Subscriber Organization will be able to load and update Subscriber information for the LMI Accessible CSG program subject otherwise to the same LMI Accessible CSG program tariff provisions for managing subscriptions. The Company will inform the Subscriber Organization when it needs to pay the LMI CSG program application fee, but in any event this fee needs to be paid before the Company would be required to sign the Standard Contract for LMI Accessible Community Solar Garden Program and before any Bill Credits are accrued or issued. As a practical matter, the Company may need to have manual workaround variances to the provisions of this paragraph.

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

(Continued on Sheet No. 9-99.10)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.10

1. For each subscription, the Subscriber Organization must designate in Subscriber Management System the "Subscriber Type" for each Subscriber – e.g., LMI, Residential but Non-LMI, Master-metered affordable housing, Public Interest Subscriber that is small general service customer, Public Interest Subscriber that is a general service commercial customer, other commercial customer, or Backup Subscriber.
2. Once Consolidated Billing becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for each such subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit for each such Subscriber would then be payable to the Community Solar Garden.
3. The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were too high than would have been authorized had correct information been entered, then the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments and upon receipt these amounts will be credited to the fuel clause. Consistent with Minn. R. 7820.3800, Subp. 3, the Company can demand payment from the Subscriber Organization of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the Subscriber Organization to timely make these payments shall be considered a breach of this tariff.
4. The Department has oversight on Subscriber information. The Department shall be allowed to audit the Subscriber information in the Subscriber Management System. The Company has no duty to audit or correct any improper LMI designation nor any improper back-up subscriber designation. The Department may make a determination that a developer has not properly entered information or has entered incorrect information, and can similarly request that the Company demand the Subscriber Organization to make payment consistent with the provisions in par. 3 above.
5. For example, if the Community Solar Garden has submitted subscription information for a subscriber and for a given month has designated that Subscriber as a "back-up" subscriber, then the Company can rely on that designation in providing Bill Credits and benefits under the PV Demand Credit Rider. If that designation as a "back-up" subscriber is incorrect, such as less than 50% of the subscribed capacity is for LMI customers or if that subscriber subscribed to more than 15 percent of the Community Solar Garden's capacity for more than 12 consecutive months, then the Company can rely on that designation. However, if the Department notifies the Company that the designation has been incorrect for a given month, the Department can request that the Company demand from the Subscriber Organization the Bill Credits and PV Demand Credits provided that were above the appropriate amounts.

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(Continued on Sheet No. 9-99.11)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.11

D. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber. A Subscriber may change the premise or account number that the Community Solar Garden energy is attributed to, as long as the Subscriber continues to qualify. Any transfer of Subscriptions needs to be coordinated through the Subscriber Organization, who in turn needs to provide the required updated information in the Subscriber Management System within thirty (30) days of the transfer.

E. Updating Subscriber Information. On or before the 25th of the calendar month immediately preceding each Production Month, the Subscriber Organization shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the Subscriber Management System. Such data to be entered or changed by the Subscriber Organization shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription, stated in Watts DC.

F. Responsibility for Verification. The Subscriber Organization shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible CSG program.

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

13. Remedies for Breach of Tariff. In the event of any breach of the provisions of this tariff by the Subscriber Organization, then the Company shall have available to it any other remedy provided for in this tariff and any or all of the following remedies which can be used either singularly or cumulatively.

A. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber's allowable Subscription under the LMI Accessible Community Solar Garden Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.

(Continued on Sheet No. 9-99.12)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.12

B. For any breach of this tariff by the Subscriber Organization:

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

ii. If after the thirty (30) days provided for in the Notice the Subscriber Organization is still not in compliance with this tariff, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Subscriber Organization is not in compliance with the tariff within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Subscriber Organization, all Subscribers of the Community Solar Garden, the Department, OAG and Commission.

iii. The Subscriber Organization, the Department, OAG, and/or Commission may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Dispute Resolution under Section 15 of this tariff.

iv. If the Subscriber Organization, the Department, OAG and/or Commission do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the Subscriber Organization returns to being in compliance with the tariff, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the 25 year term of production of the Community Solar Garden unless if the Department directs otherwise. The Subscriber Organization will be financially responsible for the Company's costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company's network. The Department may provide other remedies for any such breach.

v. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with the Standard Contract for LMI Accessible Community Solar Garden Program, then the Company shall have the right to request to terminate the Standard Contract for LMI Accessible Community Solar Garden Program by written notice to the Subscriber Organization. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this tariff shall apply. Any request to terminate the Contract must be approved by the Commission, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Section 18 of this tariff.

C. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the Interconnection Agreement, the Company shall provide notice to the Department, OAG and

(Continued on Sheet No. 9-99.13)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.13

Commission. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate the Standard Contract for LMI Accessible Community Solar Garden by written notice to the Subscriber Organization, with no further obligation of the parties to perform under that contract following the effective date of such termination. The Company shall send copies of any Notice requesting termination of that contract to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this tariff shall apply. Any request to terminate the Standard Contract for LMI Accessible Community Solar Garden Program must be approved by the Commission.

D. In the event of an alleged breach of this tariff by the Subscriber Organization for which the Company sends a Notice pursuant to Section 13(b)(ii) above, Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 13(b)(ii) and Company agrees to accept any such cure as if made by the Subscriber Organization. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in this tariff. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization has provided written consent to the Company permitting the release to the financing party of such confidential information.

E. In the event of any breach of this tariff by Company, the Subscriber Organization shall provide Company with a written or commercially reasonable electronic Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the Subscriber Organization may utilize the procedures set forth in Section 15. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the Commission pursuant to the dispute resolution provisions of this tariff.

14. Limitation of Liability

A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

B) Each Party's liability to the other Party for failure to perform its obligations under this tariff shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

(Continued on Sheet No. 9-99.14)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.14

C) Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this tariff, the Company's liability to the Subscriber Organization shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not exceed any limitations of liability imposed by law. There are no third-party beneficiaries of any Company duty under this tariff other than the Company's duty to Subscribers to issue Bill Credits as set forth in this tariff, and the duty to a financing party under Section 13.d. of this tariff.

15. Dispute Resolution

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

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

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

17.A. Miscellaneous. The provisions of this par. 17.A. only apply to those applications that are not subject to the MN DIP. The "Miscellaneous" provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this tariff and are fully applicable to this tariff as if set forth in full herein. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of this tariff. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Agreement", this shall mean the present tariff and the Standard Contract for LMI Accessible Community Solar Garden Program.

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

17B. Miscellaneous. The provisions of this par. 17.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA addressing the following issues are incorporated into this tariff and are fully applicable to this tariff as if set forth in full herein. Where the MN DIA uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of the present tariff, and where it uses the

(Continued on Sheet No. 9-99.15)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
 PROGRAM (CONTINUED)**

Section No. 9
 Original Sheet No. 99.15

term "Area EPS Operator" it shall mean the Company. Where the MN DIA uses the term "Agreement", this shall mean this tariff for purposes of the present tariff and the Standard Contract for LMI Accessible Community Solar Garden Program Contract. References to MN DIA sections below also includes all associated sub-sections

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

AVERAGE RETAIL RATE

The Bill Credit Rate is only paid when the Department has informed the Company that the application has been approved for the LMI Accessible CSG Program. In the event the Company's IT systems for the payment of bill credits has not been developed before the CSG begins generating power, the Company shall track earned credits for allocated production for each month power is generated, which will be payable upon completion of IT system upgrades.

**Table 9-99.15
 Bill Credit Rates**

<u>Customer Group</u>	<u>Average Retail Rate (Annualized cents/kWh)</u>
<u>LMI Residential Subscribers</u>	<u>14.8910</u>
<u>Residential Subscribers</u>	<u>12.6574</u>
<u>Master-Metered Affordable Housing</u>	<u>11.9128</u>
<u>Public Interest Subscribers (Small General)</u>	<u>Small General Service: 11.2823 General Service Non-Demand: 11.1773</u>
<u>Public Interest Subscribers (General Service)</u>	<u>General Service-Demand: 9.7820</u>
<u>Commercial Subscribers</u>	<u>Small General Service: 10.5301 General Service Non-Demand: 10.4321 General Service Demand: 6.8474</u>
<u>Back-up Subscriber</u>	<u>General Service Demand: 8.8038 25% of PV Demand Cr: 1.7782</u>
<u>Unsubscribed Energy</u>	<u>3.2800</u>

(Continued on Sheet No. 9-99.16)

**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.16

* LMI (or Low-to moderate-income subscriber) means a subscriber that, as the time the CSG subscription is executed, is (1) a low-income household as defined under Minn. Stat. §216B.2402, subd.16; or (2) a household whose income is 150 percent or less of the area median household income. (Subd. 2(d)).

** A Public Interest Subscriber means a subscriber that demonstrates status as a public or Tribal entity, school, nonprofit organization, house of worship, or social service provider. (Subd 2(e)).

*** Where a CSG has at least 50 percent total capacity subscribed to by LMI subscribers, up to one backup subscriber may receive 90 percent of the average retail rate for the regular commercial subscriber's customer class, plus additional compensation for demand charges based on a percentage of the comparable PD Demand Credit rider rate.

Unsubscribed energy is paid at the A55 avoided cost rate on tariff sheet 9-4.2 (the "Unsubscribed Energy Rate").

RATE APPLICATION

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

TERMS AND CONDITIONS

- a. The Community Solar Garden must comply with the Service Territory Requirement.
- b. Each Subscriber to the garden must be a retail customer of the Company.
- c. All energy produced by the garden, and all capacity attributable to the garden, shall be assigned to the Company;
- d. All Renewable Energy Credits (RECs) shall be assigned to the Company.
- e. The Subscriber Organization must submit within 10 Business Days of receiving approval by the Department as a LMI Accessible CSG project a program application fee of \$4,125 per MW (AC) to the Company and this amount is to be prorated based on system size. This application fee may be by check or wire transfer. Failure to timely pay this fee will result in the inability to more forward through interconnection and the interconnection application will be withdrawn. The participation fee may be changed at any time with the approval of the Commission.

(Continued on Sheet No. 9-99.17)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.17

- f. The Company may publicly post the following information about each interconnection application submitted by projects whose interconnection application was submitted in the area of the Company's portal for Community Solar Garden applications: Community Solar Garden location (city and county), name of the owner of the Community Solar Garden, Nameplate Capacity, application identification number, then-current estimated in-service date as of date of posting information if one has been derived, feeder name, whether or not a feeder upgrade is expected to be required for the specific application, initial indicative cost estimate as set forth in the interconnection agreement, date of signed interconnection agreement, and whether or not the application is in commercial operation. This publicly posted information may be updated over time and initial or prior postings of this information may change over time.
- g. Notwithstanding any other law, a subscriber organization or a subscriber must not be deemed a utility solely as a result of the subscriber organization's or subscriber's participation in a community solar garden.
- h. If at any time the Department informs the Company that the Community Solar Garden no longer qualifies for the LMI Accessible CSG Program, or that the Community Solar Garden's authority to be in the LMI Accessible CSG Program has been revoked, then the Company will no longer provide Bill Credits, but instead will treat all energy produced as being unsubscribed energy until a PPA or other arrangements are made.
- i. If an applicant has applied to the Department for participation in the LMI Accessible CSG Program, and the Department has approved the applicant for the LMI Accessible Program for some time in the future but not at the time the applicant receives the interconnection permission to operate from the Company, then the applicant will receive the Unsubscribed Rate until such time as the Department's approval for participation in the LMI Accessible CSG Program applies. The Company shall receive all energy, capacity and RECs under this provision for the interim time between permission to operate and the time that participation begins in the LMI Accessible CSG Program.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES**

Section No. 9
Original Sheet No. 99.18

Subscriber Agency Agreement and Consent Form

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

<u>Community Solar Garden Name:</u> _____	<u>Community Solar Garden Address:</u> _____ _____
<u>Subscriber Organization:</u> _____	<u>Community contact information for Subscriber questions and complaints: Address (if different from above):</u> _____ _____ <u>Telephone number:</u> _____ <u>Email address:</u> _____ <u>Web Site URL:</u> _____ <u>Fax:</u> _____

<u>Subscriber Name:</u> _____	<u>Subscriber Service Address where receiving electrical service from Northern States Power Company:</u> _____ _____
<u>Subscriber's Account Number with Northern States Power Company:</u> _____	<u>Subscriber Mailing Address (if different from above):</u> _____ _____

<u>Northern States Power Company Contact Information</u>	
<u>Mailing Address:</u> _____	
<u>Phone:</u> _____	
<u>Email:</u> _____	
<u>Fax:</u> _____	

(Continued on Sheet No. 9-99.19)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.19

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

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

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

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

4. Information Sharing. Participating in the Community Solar Garden Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Usage Data** (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

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

(Continued on Sheet No. 9-99.20)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.20

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

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Community Solar Garden Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Community Solar Garden Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Subscriber Organization will not use aggregated information for purposes unrelated to the Community Solar Garden Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Subscriber Organization pursuant Section 4.a above.

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

(Continued on Sheet No. 9-99.21)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.21

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

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

g. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the Subscriber Organization, and to all subsequent successors or assigns, without the need for Subscriber's consent.

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

5. Subscriber Disclosures.

a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations.

b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the Community Solar Garden program.

c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.

d. Northern States Power Company will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.

e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Northern States Power Company will not provide any other

(Continued on Sheet No. 9-99.22)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.22

information, including personally identifiable information such as your Social Security Number or any financial account number to the data recipient through this consent form.
f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: xcelenergy.com.

Subscriber's Name: _____

Subscriber's Signature: _____

Print or Type name and Title of signatory if Subscriber is a corporation or unit of government:

Date: _____

N
N

(Continued on Sheet No. 9-99.23)

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Exhibit 1 to Subscriber Agency Agreement and Consent Form

**Data Privacy Policies of Northern States Power Company Pertaining to
the LMI Accessible Community Solar Garden Program**

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

Definitions

Unless indicated otherwise, the same definition and meaning of terms in this document are the tariff of the Company for LMI Accessible Community Solar Garden Program. For ease of reference, here are some of the specific definitions:

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

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

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

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

"Subscriber's Energy Usage Data" means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden.

Overview

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

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

(Continued on Sheet No. 9-99.24)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.24

a. Subscriber Specific Information

Once a Subscriber's information has been entered by the Subscriber Organization into the Company's systems, an ongoing data exchange will occur between the Company and a Subscriber Organization (and their designated subcontractors and agents):

(i) The Company will disclose the following Subscriber-specific information to the Subscriber Organization:

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

(ii) The Subscriber Organization will disclose to the Company the following Subscriber-specific information:

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

b. Aggregated Subscriber Information

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

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

2. How Subscriber's Information Will Be Used

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

a. Program Management

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

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

(Continued on Sheet No. 9-99.25)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.25

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

b. Permitted Public Reporting

The Subscriber's Energy Usage Data of each participating Subscriber to a Community Solar Garden may be combined and reported in the aggregate by the Subscriber Organization in its annual report.

c. Prohibited Reporting or Sharing

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

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

3. Subscriber Data Access and Correction

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

a. Information Available from the Company

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

(Continued on Sheet No. 9-99.26)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.26

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

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

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

b. Information Available from the Subscriber Organization

Subscribers and prospective subscribers can contact the Subscriber Organization to obtain all additional information.

- Future costs and benefits of the Subscription, including:
 - i. All nonrecurring (i.e., one-time) charges;
 - ii. All recurring charges;
 - iii. Terms and conditions of service;
 - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
 - v. Whether the Subscriber may be required to sign a term contract;
 - vi. Terms and conditions for early termination;
 - vii. Any penalties that the Community Solar Garden may charge to the Subscriber;
 - viii. The process for unsubscribing and any associated costs;
 - ix. An explanation of the Subscriber data the Subscriber Organization will share with Northern States Power Company and that Northern States Power Company will share with the Subscriber Organization;
 - x. The data privacy policies of Northern States Power Company and of the Subscriber Organization;
 - xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;
 - xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;

(Continued on Sheet No. 9-99.27)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.27

xiii. Allocation of unsubscribed production; and
xiv. A statement that the Subscriber Organization is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

- Copy of the Northern States Power Company tariff for the LMI Accessible Community Solar Garden Program
- Copy of the solar panel warranty
- Description of the compensation to be paid for any underperformance
- Proof of insurance
- Proof of a long-term maintenance plan
- Current production projections and a description of the methodology used to develop production projections
- Subscriber Organization contact information for questions and complaints
- Demonstration to the Subscriber by the Subscriber Organization that it has sufficient funds to operate and maintain the Community Solar Garden Program

The Subscriber Organization is solely responsible for the accuracy of the Subscriber's share of the Community Solar Garden production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information. Subscribers can submit comments to the Company on the accuracy and completeness of its annual report by contacting SolarRewardsCommMN@xcelenergy.com.

4. Data Retention

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

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM**

Section No. 9
Original Sheet No. 99.28

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

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

RECITALS

The Subscriber Organization is the operator of a Community Solar Garden with an established or planned solar photovoltaic electric generating facility with a nameplate capacity of _____ kilowatts of alternating current (AC), on property located at _____ ("Community Solar Garden").

The Community Solar Garden is a facility that generates electricity by means of a ground mounted or roof mounted solar photovoltaic device(s) whereby a Subscriber to the Community Solar Garden receives a Bill Credit for the electricity generated in proportion to the size of the Subscription.

The Subscriber Organization is prepared to generate electricity in parallel with the Company.

DEFINITIONS

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

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

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

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

(Continued on Sheet No. 9-99.29)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.29

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

“Community Solar Garden Location” is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9-99.30)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.30

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

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

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

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Subscriber Organization's bill. The readings on the Production Meter showing the energy generated by the PV System will also be used to determine the RECs generated by the PV System.

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

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

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

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

(Continued on Sheet No. 9-99.31)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.31

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

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

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a Community Solar Garden interconnected with the Company.

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

“Subscriber’s Energy Usage Data” refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden

“Subscriber Management System” is the interactive, internet website-based interface (“portal”) maintained by or on behalf of the Company through which the Company accepts and manages applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

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

“Subscription” means a contract between a Subscriber and the Subscriber Organization.

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

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

(Continued on Sheet No. 9-99.32)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	<u>E002/CI-23-335</u>		Order Date:	<u>05-30-24</u>

AGREEMENTS

The Subscriber Organization and the Company agree:

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Subscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A55). The Subscriber Organization shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the term of this Contract, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term of the Contract.

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

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

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

(Continued on Sheet No. 9-99.33)

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President, Northern States Power Company, a Minnesota corporation
Docket No. E002/CI-23-335 Order Date: 05-30-24

**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.33

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Subscriber Organization via the Subscriber Management System. The Subscriber Organization is required to have all updates in the system by the 25th day of each calendar month to be applied for the following calendar month.

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

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

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

2. RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy produced before or during the Term of the Contract shall be assigned to the Company. By participating as a Subscriber Organization under this Contract and associated tariff, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Subscriber Organization to all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed Energy. The Subscriber Organization warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all RECs associated with such Subscribed Energy and Unsubscribed Energy output and/or the ability to transfer good and sufficient title of all such RECs to the Company. The Company shall be entitled to all RECs generated by the Community Solar Garden PV System for such Subscribed Energy and Unsubscribed Energy while the Subscriber Organization participates in the service offered in this Contract and associated tariff. The Subscriber Organization hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Community Solar Garden Operator's RECs associated with Subscribed Energy and Unsubscribed Energy under the terms of this Contract and associated tariff and to and own, hold and manage these RECs associated with the Community Solar Garden in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established in Minnesota or other jurisdictions (including but not limited to the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Subscriber Organization hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying these RECs and the Company has full authority to hold, sell or trade such RECs to its own account of said renewable energy information or tracking systems.

(Continued on Sheet No. 9-99.34)

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Docket No. E002/CI-23-335 Order Date: 05-30-24

**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.34

Upon the request of Company from time to time, at no cost to Company, (i) Subscriber Organization shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Subscriber Organization shall provide full cooperation in connection with Company's registration of the Subscriber Organization's RECs under this Contract and associated tariff and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy for all purposes and be entitled to use them in any manner it chooses.

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

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

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

(Continued on Sheet No. 9-99.35)

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Docket No. E002/CI-23-335 Order Date: 05-30-24

**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.35

6. Code Compliance. The Subscriber Organization shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation. The Subscriber Organization is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.

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

8. Disclosure of Production Information. In order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company is permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the PV System in its possession and information regarding the total Bill Credits applied by the Company with respect to the PV System and any information pertaining to a Subscriber's Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Subscriber Organization's consent in writing or email to the Company, or unless the Commission or the Department requests that the Company provides such information to the Subscriber.

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

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

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

(Continued on Sheet No. 9-99.36)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.36

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

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

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

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

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

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

(Continued on Sheet No. 9-99.37)

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President, Northern States Power Company, a Minnesota corporation
Docket No. E002/CI-23-335 Order Date: 05-30-24

3. The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were too high than would have been authorized had correct information been entered, then the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments and upon receipt these amounts will be credited to the fuel clause. Consistent with Minn. R. 7820.3800, Subp. 3, the Company can demand payment from the Subscriber Organization of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the Subscriber Organization to timely make these payments shall be considered a breach of this Contract.

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

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

D. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber. A Subscriber may change the premise or account number that the Community Solar Garden energy is attributed to, as long as the Subscriber continues to qualify. Any transfer of Subscriptions needs to be coordinated through the Subscriber Organization, who in turn needs to provide the required updated information in the Subscriber Management System within thirty (30) days of the transfer.

E. Updating Subscriber Information. On or before the 25th of the calendar month immediately preceding each Production Month, the Subscriber Organization shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the Subscriber Management System. Such data to be entered or changed by the Subscriber Organization shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription, stated in Watts DC.

(Continued on Sheet No. 9-99.38)

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Docket No. E002/CI-23-335 Order Date: 05-30-24

F. Responsibility for Verification. The Subscriber Organization shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible Community Solar Garden Program.

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

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

A. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber's allowable Subscription under the Community Solar Garden Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.

B. For any breach of this Contract by the Subscriber Organization:

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

ii. If after the thirty (30) days provided for in the Notice the Subscriber Organization is still not in compliance with this Contract, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Subscriber Organization is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Subscriber Organization, all Subscribers of the Community Solar Garden, the Department, OAG and Commission.

iii. The Subscriber Organization, the Department, OAG, and/or Commission may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Section 15 of this Contract.

(Continued on Sheet No. 9-99.39)

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Docket No. E002/CI-23-335 Order Date: 05-30-24

**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.39

iv. If the Subscriber Organization, the Minnesota Department of Commerce, OAG and/or Commission do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the Subscriber Organization returns to being in compliance with the Contract, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the Term of the Contract. The Subscriber Organization will be financially responsible for the Company's costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company's network. The Department may provide other remedies for any such breach.

V. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with this Contract, then the Company shall have the right to request to terminate this Contract by written notice to the Subscriber Organization. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate the Contract must be approved by the Commission, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Section 18 of this Contract.

C. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the Interconnection Agreement, the Company shall provide notice to the Department, OAG and Commission. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate this Contract by written notice to the Subscriber Organization, with no further obligation of the Parties to perform hereunder following the effective date of such termination. The Company shall send copies of any Notice requesting termination of this Contract to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate this Contract must be approved by the Commission.

D. In the event of an alleged breach of this Contract by the Subscriber Organization for which the Company sends a Notice pursuant to Section 13(b)(ii) above, Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 13(b)(ii) and Company agrees to accept any such cure as if made by the Subscriber Organization. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in the associated tariff. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization has provided written consent to the Company permitting the release to the financing party of such confidential information.

(Continued on Sheet No. 9-99.40)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.40

E. In the event of any breach of this Contract by Company, the Subscriber Organization shall provide Company with a written Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the Subscriber Organization may utilize the procedures set forth in Section 15. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the Commission pursuant to the dispute resolution provisions of Section 15 of this Contract.

14. Limitation of Liability

A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

B) Each Party's liability to the other Party for failure to perform its obligations under this Contract shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

C) Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this Contract, the Company's liability to the Subscriber Organization shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not be affected by the terms of this Contract. There are no third-party beneficiaries of any Company duty under this Contract other than the Company's duty to Subscribers to issue Bill Credits as set forth in this Contract, and the duty to a financing party under Section 13.d. of this Contract.

15. Dispute Resolution

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

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

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

(Continued on Sheet No. 9-99.41)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.41

17.A. Miscellaneous. The provisions of this par. 17.A. only apply to those applications that are not subject to the MN DIP. The "Miscellaneous" provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of the present Contract. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Agreement", this shall mean this Contract for purposes of the present Contract.

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

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

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

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

(Continued on Sheet No. 9-99.42)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.42

SIGNATURES

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

Subscriber Organization

Northern States Power Company, a Minnesota corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Date Filed: 06-07-24

By: Ryan J. Long

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President, Northern States Power Company, a Minnesota corporation

Docket No. E002/CI-23-335

Order Date: 05-30-24

**ASSIGNMENT OF STANDARD CONTRACT FOR LMI
ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM**

Section No. 9
Original Sheet No. 99.43

**ASSIGNMENT OF
STANDARD CONTRACT FOR LMI ACCESSIBLE COMMUNITY SOLAR GARDEN PROGRAM**

A Standard Contract for LMI Accessible Community Solar Garden Program, including any amendments thereto approved by the Minnesota Public Utilities Commission ("Contract") having been made as of [insert date of underlying Contract] (a copy of which is attached hereto), by and between Northern States Power Company, a Minnesota corporation, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Contract] ("Assignor") for a Community Solar Garden with a nameplate capacity of _____ kW (AC) located at [insert address]; and

WHEREAS, the Assignor intends to convey its interest as the Subscriber Organization of the above-referenced Community Solar Garden to [insert name of Assignee] ("Assignee"); and

WHEREAS, the Assignor intends to assign the Contract to the Assignee; and

NOW, THEREFORE, upon the execution of this Assignment of Contract by Company, the Assignor, and the Assignee and the delivery of all signatures to Company, the attached Contract is hereby further amended as follows:

1. The Assignor hereby irrevocably assigns the attached Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
2. Company consents to this assignment and, as assigned, the attached Contract is hereby amended so that wherever the name of the Assignor is used therein it shall mean the Assignee.
3. Any and all payments made by Company under the Contract to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
4. Any and all financial liability, including but not limited to amounts due, from the Subscriber Organization to the Company, occurring or accruing under the Contract on or before the date of the Company's signature to this Assignment shall be deemed to be the obligation of both the Assignor and Assignee, and the Company may recover any such amounts jointly and severally from the Assignor and Assignee.
5. The Assignor will inform Assignee of all passwords associated with the Subscriber Management System relating to the Community Solar Garden.

(Continued on Sheet 9-99.44)

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**ASSIGNMENT OF STANDARD CONTRACT FOR LMI
ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM**

Section No. 9
Original Sheet No. 99.44

**ASSIGNMENT OF STANDARD CONTRACT FOR
LMI ACCESSIBLE COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

6. The contact information, including name, primary contact, address, telephone number and email address of the Assignee is as follows:

7. It is further agreed that all terms and conditions of the Contract, as amended, shall remain in full force and effect.

Facsimile signatures, or signatures to the Assignment of Contract sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment of Contract, shall have the same validity as the original.

IN WITNESS WHEREOF, Company, the Assignor, and the Assignee have executed this Assignment of Solar*Rewards Contract as of this _____ day of _____, 20__.

Assignor – [insert actual name]

Assignee – [insert actual name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Northern States Power Company
d/b/a Xcel Energy**

By: _____

Name: _____

Title: _____

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

FUEL CLAUSE RIDER (Continued)

Section No. 5
Original Sheet No. 91.4

EXCLUSION OF COMMUNITY SOLAR GARDEN COSTS

To comply with Minn. Stat. § 216B.1641, Subd. 11, the fuel adjustment charge to residential customers who have received bill payment assistance or income-qualified energy assistance programs within the proceeding twelve-month timeframe and who also do not subscribe to a community solar garden shall exclude the “net cost of community solar garden generation”. To achieve this exclusion, these customers shall receive a bill credit of \$[To Be Determined] per kWh of billed usage that removes “net cost of community solar garden generation”. This credit will start to apply and appear on customer bills only after the Company has systems in place to provide this credit and application of this credit will be done only on a prospective basis after the Company has systems in place.

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LMI ACCESSIBLE COMMUNITY SOLAR GARDEN PROGRAM

Section No. 9
Original Sheet No. 99.01

AVAILABILITY

Available to Subscriber Organizations that have a signed Interconnection Agreement and have been Approved by the Department to be in the LMI Accessible Community Solar Garden Program.

APPLICABILITY

Tariff applies to Subscriber Organizations and Company Residential, Commercial and Industrial Customers assigned an allocation level by the Subscriber Organization as approved by the Department of Commerce.

INTRODUCTION

The LMI Accessible Community Solar Garden Program (or LMI Accessible CSG Program) is authorized by Minn. Stat. § 1641, Subds. 2 to 13. The LMI Accessible CSG Program applies to Community Solar Garden applications approved by the Minnesota Department of Commerce (“Department”) beginning January 1, 2024. (Subd. 3). The Department must administer the LMI Accessible CSG program including but not limited to collecting and evaluating CSG applications, auditing or verifying that project eligibility criteria have been met, and enforcing consumer protections under Subdivisions 9 to 11. (Subd. 4). Except as modified, replaced or superseded by subdivisions 2 to 13, any Commission order that applies to the Legacy CSG Program applies to the LMI Accessible CSG Program. (Subd 3). An application to the Department must include several items, including a copy of a signed interconnection agreement. The Department must determine whether an application is in the public interest. (Subd. 5). The Company must purchase electricity generated by a CSG approved for a period of 25 years from the date the CSG begins operations. Compensation is based on the average retail rate, as applied to each subscriber type, as determined by the Commission. (Subd. 8). For the LMI Accessible CSG Program, the Company must offer consolidated billing. (Subd. 10).

DEFINITIONS

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

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

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

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

(Continued on Sheet No. 9-99.02)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.02

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

“Community Solar Garden Location” is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

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

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

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

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

“DG Portal” means the interactive, internet website-based interface (portal) maintained by or on behalf of the Company through which the Company accepts and manages interconnection applications, including those interconnection applications where the applicant intends to ultimately apply for or participate in the LMI Accessible Community Solar Garden Program.

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

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

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

(Continued on Sheet No. 9-99.03)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.03

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

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

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

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

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

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Subscriber Organization's bill. The readings on the Production Meter showing the energy generated by the PV System will also be used to determine the RECs generated by the PV System.

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

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

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

"Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the Community Solar Garden Operator's generation of energy using solar energy as a fuel, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a "green" or "renewable" electric generation resource, including any and all environmental air quality credits, emission reductions, off-sets, allowances or other benefits related to the generation of energy from the Community Solar Garden PV System that reduces, displaces or off-sets emissions resulting from fuel combustion

(Continued on Sheet No. 9-99.04)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.04

at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement, and the aggregate amount of credits, offsets or other benefits including any rights, attributes or credits arising from or eligible for consideration in the M-RETS program or any similar program pursuant to any international, federal, state or local legislation or regulation or voluntary agreement and any renewable energy certificates issued pursuant to any program, information system or tracking system associated with the renewable energy generated from the Community Solar Garden PV System. RECs do not include any federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which Community Solar Garden Operator or the Community Solar Garden PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Community Solar Garden Operator or the Community Solar Garden PV System is eligible or that either receives.

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

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

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a Community Solar Garden interconnected with the Company.

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

“Subscriber’s Energy Usage Data” refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

“Subscriber Management System” is the interactive, internet website-based interface (“portal”) maintained by or on behalf of the Company through which the Company accepts and manages applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

“Subscriber Organization” is identified in the signed Standard Contract for LMI Accessible Community Solar Garden Program and shall mean a developer or owner of a Community Solar Garden. A Subscriber Organization may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

“Subscription” means a contract between a Subscriber and the Subscriber Organization.

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

(Continued on Sheet No. 9-99.05)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.05

OVERVIEW OF COMPANY'S ROLES IN THE LMI ACCESSIBLE CSG PROGRAM

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, and for a period of 25 years thereafter, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Subscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A55). The Subscriber Organization shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company while it participates in the LMI Accessible CSG Program, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This tariff conveys to the Company all energy generated from the PV System and all capacity and RECs (as described below) associated with the PV System for the 25-year term.

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

B. The rates for sales and purchases of Subscribed Energy shall be changed annually or otherwise as provided by order of the Commission. The Community Solar Garden Operator shall comply with all of the rules stated in the Company's applicable electric tariff in any way related to the LMI Accessible CSG Program, the policies of the Company related to the LMI Accessible CSG Program, the policies of the Department relating to the LMI Accessible CSG Program, and the Orders of the Minnesota Public Utilities Commission ("Commission"), as any of these may be revised from time to time.

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

(Continued on Sheet No. 9-99.06)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.06

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Subscriber Organization via the Subscriber Management System. The Subscriber Organization is required to have all updates in the system by the 25th of each calendar month to be applied for the following calendar month.

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

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

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

2. RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy produced before and during the Term of the Standard Contract for LMI Accessible Community Solar Garden Program shall be assigned to the Company. By participating as a Subscriber Organization under this tariff, the Subscriber Organization hereby assigns to Company all right title and interest of the Subscriber Organization to all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed Energy. The Subscriber Organization warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all RECs associated with such Subscribed Energy and Unsubscribed Energy output and/or the ability to transfer good and sufficient title of all such RECs to the Company. The Company shall be entitled to all RECs generated by the Community Solar Garden PV System for such Subscribed Energy and Unsubscribed Energy while the Subscriber Organization participates in the service offered in this tariff. The Subscriber Organization hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Subscriber Organization's RECs associated with Subscribed Energy and Unsubscribed Energy under the terms of this tariff and to own, hold and manage these RECs associated with the Community Solar Garden in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established in Minnesota or other jurisdictions (including but not limited to the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Subscriber Organization hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying these RECs and the Company has full authority to hold, sell or trade such RECs to its own account of said renewable energy

(Continued on Sheet No. 9-99.07)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.07

information or tracking systems. Upon the request of Company from time to time, at no cost to Company, (i) Subscriber Organization shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Subscriber Organization shall provide full cooperation in connection with Company's registration of the Subscriber Organization's RECs under this tariff and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy for all purposes, and be entitled to use them in any manner it chooses.

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

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

5. Interconnection Requirements. The Subscriber Organization must sign the applicable Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement and Section 10 tariff except as otherwise specified in this tariff. Additionally, the term of the Interconnection Agreement shall end twenty five (25) years after the Date of Commercial Operation. Metering Charges and Requirements are as set forth in the Company's Section 10 tariff. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this tariff. The meter is located at the main service and will record energy delivered to the Subscriber Organization from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. Subscriber Organization will provide all meter housing and socket replacement and rewiring to install the meter. Subscriber Organization shall be charged monthly the metering charge for the main service meter. Maintenance and Repair of the PV System, Company access to the PV System site, disconnections and emergency shut-offs, shall be consistent with the Section 10 tariff. Any applicant to the LMI Accessible CSG Program can not place its interconnection application on hold while it awaits any action from the Department to make a determination on whether it will be accepted to be part of the LMI Accessible CSG Program.

(Continued on Sheet No. 9-99.08)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.08

6. Code Compliance. The Subscriber Organization shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation. The Subscriber Organization is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.

7. Participation Fee. Each year, the Subscriber Organization will submit a participation fee of \$500 /MW (AC) (to be prorated for each specific CSG size) to the Company for ongoing costs incurred of administering the LMI Accessible CSG Program. The participation fee may be changed at any time with the approval of the Commission.

8. Disclosure of Production Information. In order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company is permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the PV System in its possession and information regarding the total Bill Credits applied by the Company with respect to the PV System and any information pertaining to a Subscriber's Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Subscriber Organization's consent in writing or email to the Company, or unless the Commission or the Department requests that the Company provides such information to the Subscriber.

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

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

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

(Continued on Sheet No. 9-99.09)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.09

12. Requirements Applicable to the DG Portal and Subscriber Management System. The Subscriber Organization must comply with all of the following:

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

B. Required use of the Company's DG Portal and Subscriber Management System.

1. The Subscriber Organization must utilize the Company's Subscriber Management System to submit an application for a LMI Accessible Community Solar Garden and to manage Subscribers and Subscriptions. An applicant must apply to the Department, and the Department must approve that application, before an applicant can participate in the LMI Accessible Community Solar Garden Program. Before an applicant can apply to the Department, it first needs a signed and funded interconnection agreement. Any applicant that intends to subsequently apply to the Department for the LMI Accessible Community Solar Garden Program must first submit its interconnection application to the Company through the Company's DG Portal.

2. If an applicant has filed a Community Solar Garden application for the Legacy CSG Program, and later for the same facility submits and is approved by the Department for the LMI Accessible CSG Program, then the application can remain in the Legacy CSG portal and the Company will adjust the treatment of the application so that the Subscriber Organization will be able to load and update Subscriber information for the LMI Accessible CSG program subject otherwise to the same LMI Accessible CSG program tariff provisions for managing subscriptions. The Company will inform the Subscriber Organization when it needs to pay the LMI CSG program application fee, but in any event this fee needs to be paid before the Company would be required to sign the Standard Contract for LMI Accessible Community Solar Garden Program and before any Bill Credits are accrued or issued. As a practical matter, the Company may need to have manual workaround variances to the provisions of this paragraph.

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

(Continued on Sheet No. 9-99.10)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.10

1. For each subscription, the Subscriber Organization must designate in Subscriber Management System the "Subscriber Type" for each Subscriber – e.g., LMI, Residential but Non-LMI, Master-metered affordable housing, Public Interest Subscriber that is small general service customer, Public Interest Subscriber that is a general service commercial customer, other commercial customer, or Backup Subscriber.
2. Once Consolidated Billing becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for each such subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit for each such Subscriber would then be payable to the Community Solar Garden.
3. The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were too high than would have been authorized had correct information been entered, then the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments and upon receipt these amounts will be credited to the fuel clause. Consistent with Minn. R. 7820.3800, Subp. 3, the Company can demand payment from the Subscriber Organization of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the Subscriber Organization to timely make these payments shall be considered a breach of this tariff.
4. The Department has oversight on Subscriber information. The Department shall be allowed to audit the Subscriber information in the Subscriber Management System. The Company has no duty to audit or correct any improper LMI designation nor any improper back-up subscriber designation. The Department may make a determination that a developer has not properly entered information or has entered incorrect information, and can similarly request that the Company demand the Subscriber Organization to make payment consistent with the provisions in par. 3 above.
5. For example, if the Community Solar Garden has submitted subscription information for a subscriber and for a given month has designated that Subscriber as a "back-up" subscriber, then the Company can rely on that designation in providing Bill Credits and benefits under the PV Demand Credit Rider. If that designation as a "back-up" subscriber is incorrect, such as less than 50% of the subscribed capacity is for LMI customers or if that subscriber subscribed to more than 15 percent of the Community Solar Garden's capacity for more than 12 consecutive months, then the Company can rely on that designation. However, if the Department notifies the Company that the designation has been incorrect for a given month, the Department can request that the Company demand from the Subscriber Organization the Bill Credits and PV Demand Credits provided that were above the appropriate amounts.

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(Continued on Sheet No. 9-99.11)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.11

D. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber. A Subscriber may change the premise or account number that the Community Solar Garden energy is attributed to, as long as the Subscriber continues to qualify. Any transfer of Subscriptions needs to be coordinated through the Subscriber Organization, who in turn needs to provide the required updated information in the Subscriber Management System within thirty (30) days of the transfer.

E. Updating Subscriber Information. On or before the 25th of the calendar month immediately preceding each Production Month, the Subscriber Organization shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the Subscriber Management System. Such data to be entered or changed by the Subscriber Organization shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription, stated in Watts DC.

F. Responsibility for Verification. The Subscriber Organization shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible CSG program.

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

13. Remedies for Breach of Tariff. In the event of any breach of the provisions of this tariff by the Subscriber Organization, then the Company shall have available to it any other remedy provided for in this tariff and any or all of the following remedies which can be used either singularly or cumulatively.

A. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber's allowable Subscription under the LMI Accessible Community Solar Garden Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.

(Continued on Sheet No. 9-99.12)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.12

B. For any breach of this tariff by the Subscriber Organization:

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

ii. If after the thirty (30) days provided for in the Notice the Subscriber Organization is still not in compliance with this tariff, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Subscriber Organization is not in compliance with the tariff within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Subscriber Organization, all Subscribers of the Community Solar Garden, the Department, OAG and Commission.

iii. The Subscriber Organization, the Department, OAG, and/or Commission may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Dispute Resolution under Section 15 of this tariff.

iv. If the Subscriber Organization, the Department, OAG and/or Commission do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the Subscriber Organization returns to being in compliance with the tariff, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the 25 year term of production of the Community Solar Garden unless if the Department directs otherwise. The Subscriber Organization will be financially responsible for the Company's costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company's network. The Department may provide other remedies for any such breach.

v. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with the Standard Contract for LMI Accessible Community Solar Garden Program, then the Company shall have the right to request to terminate the Standard Contract for LMI Accessible Community Solar Garden Program by written notice to the Subscriber Organization. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this tariff shall apply. Any request to terminate the Contract must be approved by the Commission, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Section 18 of this tariff.

C. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the Interconnection Agreement, the Company shall provide notice to the Department, OAG and

(Continued on Sheet No. 9-99.13)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.13

Commission. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate the Standard Contract for LMI Accessible Community Solar Garden by written notice to the Subscriber Organization, with no further obligation of the parties to perform under that contract following the effective date of such termination. The Company shall send copies of any Notice requesting termination of that contract to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this tariff shall apply. Any request to terminate the Standard Contract for LMI Accessible Community Solar Garden Program must be approved by the Commission.

D. In the event of an alleged breach of this tariff by the Subscriber Organization for which the Company sends a Notice pursuant to Section 13(b)(ii) above, Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 13(b)(ii) and Company agrees to accept any such cure as if made by the Subscriber Organization. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in this tariff. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization has provided written consent to the Company permitting the release to the financing party of such confidential information.

E. In the event of any breach of this tariff by Company, the Subscriber Organization shall provide Company with a written or commercially reasonable electronic Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the Subscriber Organization may utilize the procedures set forth in Section 15. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the Commission pursuant to the dispute resolution provisions of this tariff.

14. Limitation of Liability

A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

B) Each Party's liability to the other Party for failure to perform its obligations under this tariff shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

(Continued on Sheet No. 9-99.14)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.14

C) Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this tariff, the Company's liability to the Subscriber Organization shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not exceed any limitations of liability imposed by law. There are no third-party beneficiaries of any Company duty under this tariff other than the Company's duty to Subscribers to issue Bill Credits as set forth in this tariff, and the duty to a financing party under Section 13.d. of this tariff.

15. Dispute Resolution

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

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

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

17.A. Miscellaneous. The provisions of this par. 17.A. only apply to those applications that are not subject to the MN DIP. The "Miscellaneous" provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this tariff and are fully applicable to this tariff as if set forth in full herein. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of this tariff. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Agreement", this shall mean the present tariff and the Standard Contract for LMI Accessible Community Solar Garden Program.

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

17B. Miscellaneous. The provisions of this par. 17.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA addressing the following issues are incorporated into this tariff and are fully applicable to this tariff as if set forth in full herein. Where the MN DIA uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of the present tariff, and where it uses the

(Continued on Sheet No. 9-99.15)

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LMI ACCESSIBLE COMMUNITY SOLAR GARDEN PROGRAM (CONTINUED)

Section No. 9
 Original Sheet No. 99.15

term "Area EPS Operator" it shall mean the Company. Where the MN DIA uses the term "Agreement", this shall mean this tariff for purposes of the present tariff and the Standard Contract for LMI Accessible Community Solar Garden Program Contract. References to MN DIA sections below also includes all associated sub-sections

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

AVERAGE RETAIL RATE

The Bill Credit Rate is only paid when the Department has informed the Company that the application has been approved for the LMI Accessible CSG Program. In the event the Company's IT systems for the payment of bill credits has not been developed before the CSG begins generating power, the Company shall track earned credits for allocated production for each month power is generated, which will be payable upon completion of IT system upgrades.

**Table 9-99.15
 Bill Credit Rates**

Customer Group	Average Retail Rate (Annualized cents/kWh)
LMI Residential Subscribers	14.8910
Residential Subscribers	12.6574
Master-Metered Affordable Housing	11.9128
Public Interest Subscribers (Small General)	Small General Service: 11.2823 General Service Non-Demand: 11.1773
Public Interest Subscribers (General Service)	General Service-Demand: 9.7820
Commercial Subscribers	Small General Service: 10.5301 General Service Non-Demand: 10.4321 General Service Demand: 6.8474
Back-up Subscriber	General Service Demand: 8.8038 25% of PV Demand Cr: 1.7782
Unsubscribed Energy	3.2800

(Continued on Sheet No. 9-99.16)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.16

* LMI (or Low-to moderate-income subscriber) means a subscriber that, as the time the CSG subscription is executed, is (1) a low-income household as defined under Minn. Stat. §216B.2402, subd.16; or (2) a household whose income is 150 percent or less of the area median household income. (Subd. 2(d)).

** A Public Interest Subscriber means a subscriber that demonstrates status as a public or Tribal entity, school, nonprofit organization, house of worship, or social service provider. (Subd 2(e)).

*** Where a CSG has at least 50 percent total capacity subscribed to by LMI subscribers, up to one backup subscriber may receive 90 percent of the average retail rate for the regular commercial subscriber's customer class, plus additional compensation for demand charges based on a percentage of the comparable PD Demand Credit rider rate.

Unsubscribed energy is paid at the A55 avoided cost rate on tariff sheet 9-4.2 (the "Unsubscribed Energy Rate").

RATE APPLICATION

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

TERMS AND CONDITIONS

- a. The Community Solar Garden must comply with the Service Territory Requirement.
- b. Each Subscriber to the garden must be a retail customer of the Company.
- c. All energy produced by the garden, and all capacity attributable to the garden, shall be assigned to the Company;
- d. All Renewable Energy Credits (RECs) shall be assigned to the Company.
- e. The Subscriber Organization must submit within 10 Business Days of receiving approval by the Department as a LMI Accessible CSG project a program application fee of \$4,125 per MW (AC) to the Company and this amount is to be prorated based on system size. This application fee may be by check or wire transfer. Failure to timely pay this fee will result in the inability to move forward through interconnection and the interconnection application will be withdrawn. The participation fee may be changed at any time with the approval of the Commission.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.17

- f. The Company may publicly post the following information about each interconnection application submitted by projects whose interconnection application was submitted in the area of the Company's portal for Community Solar Garden applications: Community Solar Garden location (city and county), name of the owner of the Community Solar Garden, Nameplate Capacity, application identification number, then-current estimated in-service date as of date of posting information if one has been derived, feeder name, whether or not a feeder upgrade is expected to be required for the specific application, initial indicative cost estimate as set forth in the interconnection agreement, date of signed interconnection agreement, and whether or not the application is in commercial operation. This publicly posted information may be updated over time and initial or prior postings of this information may change over time.
- g. Notwithstanding any other law, a subscriber organization or a subscriber must not be deemed a utility solely as a result of the subscriber organization's or subscriber's participation in a community solar garden.
- h. If at any time the Department informs the Company that the Community Solar Garden no longer qualifies for the LMI Accessible CSG Program, or that the Community Solar Garden's authority to be in the LMI Accessible CSG Program has been revoked, then the Company will no longer provide Bill Credits, but instead will treat all energy produced as being unsubscribed energy until a PPA or other arrangements are made.
- i. If an applicant has applied to the Department for participation in the LMI Accessible CSG Program, and the Department has approved the applicant for the LMI Accessible Program for some time in the future but not at the time the applicant receives the interconnection permission to operate from the Company, then the applicant will receive the Unsubscribed Rate until such time as the Department's approval for participation in the LMI Accessible CSG Program applies. The Company shall receive all energy, capacity and RECs under this provision for the interim time between permission to operate and the time that participation begins in the LMI Accessible CSG Program.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
 PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
 PRIVACY POLICIES**

Section No. 9
 Original Sheet No. 99.18

Subscriber Agency Agreement and Consent Form

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

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

Subscriber Name: _____	Subscriber Service Address where receiving electrical service from Northern States Power Company: _____ _____
Subscriber's Account Number with Northern States Power Company: _____	Subscriber Mailing Address (if different from above): _____ _____

Northern States Power Company Contact Information
Mailing Address: _____
Phone: _____
Email: _____
Fax: _____

(Continued on Sheet No. 9-99.19)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.19

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

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

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

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

4. Information Sharing. Participating in the Community Solar Garden Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Usage Data** (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

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

(Continued on Sheet No. 9-99.20)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.20

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

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Community Solar Garden Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Community Solar Garden Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Subscriber Organization will not use aggregated information for purposes unrelated to the Community Solar Garden Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Subscriber Organization pursuant Section 4.a above.

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

(Continued on Sheet No. 9-99.21)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.21

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

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

g. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the Subscriber Organization, and to all subsequent successors or assigns, without the need for Subscriber's consent.

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

5. Subscriber Disclosures.

a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations.

b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the Community Solar Garden program.

c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.

d. Northern States Power Company will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.

e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Northern States Power Company will not provide any other

(Continued on Sheet No. 9-99.22)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.22

information, including personally identifiable information such as your Social Security Number or any financial account number to the data recipient through this consent form.

f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: xcelenergy.com.

Subscriber's Name: _____

Subscriber's Signature: _____

Print or Type name and
Title of signatory if Subscriber
is a corporation or unit of
government: _____

Date: _____

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(Continued on Sheet No. 9-99.23)

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Exhibit 1 to Subscriber Agency Agreement and Consent Form

**Data Privacy Policies of Northern States Power Company Pertaining to
the LMI Accessible Community Solar Garden Program**

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

Definitions

Unless indicated otherwise, the same definition and meaning of terms in this document are the tariff of the Company for LMI Accessible Community Solar Garden Program. For ease of reference, here are some of the specific definitions:

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

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

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

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

"Subscriber's Energy Usage Data" means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden.

Overview

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

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

(Continued on Sheet No. 9-99.24)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.24

a. Subscriber Specific Information

Once a Subscriber's information has been entered by the Subscriber Organization into the Company's systems, an ongoing data exchange will occur between the Company and a Subscriber Organization (and their designated subcontractors and agents):

- (i) The Company will disclose the following Subscriber-specific information to the Subscriber Organization:
 - Subscriber's Account Information
 - Subscriber's Energy Usage Data
 - Bill credits

- (ii) The Subscriber Organization will disclose to the Company the following Subscriber-specific information:
 - Subscriber's Account Information
 - Community Solar Garden Allocation for each Subscriber's Subscription stated in kW
 - Production data related to the PV System
 - Monthly Subscription Information

b. Aggregated Subscriber Information

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

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

2. How Subscriber's Information Will Be Used

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

a. Program Management

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

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

(Continued on Sheet No. 9-99.25)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.25

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

b. Permitted Public Reporting

The Subscriber's Energy Usage Data of each participating Subscriber to a Community Solar Garden may be combined and reported in the aggregate by the Subscriber Organization in its annual report.

c. Prohibited Reporting or Sharing

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

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

3. Subscriber Data Access and Correction

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

a. Information Available from the Company

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

(Continued on Sheet No. 9-99.26)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.26

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

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

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

b. Information Available from the Subscriber Organization

Subscribers and prospective subscribers can contact the Subscriber Organization to obtain all additional information.

- Future costs and benefits of the Subscription, including:
 - i. All nonrecurring (i.e., one-time) charges;
 - ii. All recurring charges;
 - iii. Terms and conditions of service;
 - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
 - v. Whether the Subscriber may be required to sign a term contract;
 - vi. Terms and conditions for early termination;
 - vii. Any penalties that the Community Solar Garden may charge to the Subscriber;
 - viii. The process for unsubscribing and any associated costs;
 - ix. An explanation of the Subscriber data the Subscriber Organization will share with Northern States Power Company and that Northern States Power Company will share with the Subscriber Organization;
 - x. The data privacy policies of Northern States Power Company and of the Subscriber Organization;
 - xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;
 - xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;

(Continued on Sheet No. 9-99.27)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND
PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.27

- xiii. Allocation of unsubscribed production; and
- xiv. A statement that the Subscriber Organization is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.
- Copy of the Northern States Power Company tariff for the LMI Accessible Community Solar Garden Program
 - Copy of the solar panel warranty
 - Description of the compensation to be paid for any underperformance
 - Proof of insurance
 - Proof of a long-term maintenance plan
 - Current production projections and a description of the methodology used to develop production projections
 - Subscriber Organization contact information for questions and complaints
 - Demonstration to the Subscriber by the Subscriber Organization that it has sufficient funds to operate and maintain the Community Solar Garden Program

The Subscriber Organization is solely responsible for the accuracy of the Subscriber's share of the Community Solar Garden production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information. Subscribers can submit comments to the Company on the accuracy and completeness of its annual report by contacting SolarRewardsCommMN@xcelenergy.com.

4. Data Retention

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

**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM**

Section No. 9
Original Sheet No. 99.28

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

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

RECITALS

The Subscriber Organization is the operator of a Community Solar Garden with an established or planned solar photovoltaic electric generating facility with a nameplate capacity of _____ kilowatts of alternating current (AC), on property located at _____ ("Community Solar Garden").

The Community Solar Garden is a facility that generates electricity by means of a ground mounted or roof mounted solar photovoltaic device(s) whereby a Subscriber to the Community Solar Garden receives a Bill Credit for the electricity generated in proportion to the size of the Subscription.

The Subscriber Organization is prepared to generate electricity in parallel with the Company.

DEFINITIONS

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

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

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

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

(Continued on Sheet No. 9-99.29)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.29

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

“Community Solar Garden Location” is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9-99.30)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.30

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

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

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

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Subscriber Organization's bill. The readings on the Production Meter showing the energy generated by the PV System will also be used to determine the RECs generated by the PV System.

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

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

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

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

(Continued on Sheet No. 9-99.31)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.31

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

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

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a Community Solar Garden interconnected with the Company.

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

“Subscriber’s Energy Usage Data” refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden

“Subscriber Management System” is the interactive, internet website-based interface (“portal”) maintained by or on behalf of the Company through which the Company accepts and manages applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

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

“Subscription” means a contract between a Subscriber and the Subscriber Organization.

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

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

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(Continued on Sheet No. 9-99.32)

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AGREEMENTS

The Subscriber Organization and the Company agree:

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Subscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A55). The Subscriber Organization shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the term of this Contract, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term of the Contract.

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

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

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

(Continued on Sheet No. 9-99.33)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.33

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Subscriber Organization via the Subscriber Management System. The Subscriber Organization is required to have all updates in the system by the 25th day of each calendar month to be applied for the following calendar month.

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

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

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

2. RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy produced before or during the Term of the Contract shall be assigned to the Company. By participating as a Subscriber Organization under this Contract and associated tariff, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Subscriber Organization to all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed Energy. The Subscriber Organization warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all RECs associated with such Subscribed Energy and Unsubscribed Energy output and/or the ability to transfer good and sufficient title of all such RECs to the Company. The Company shall be entitled to all RECs generated by the Community Solar Garden PV System for such Subscribed Energy and Unsubscribed Energy while the Subscriber Organization participates in the service offered in this Contract and associated tariff. The Subscriber Organization hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Community Solar Garden Operator's RECs associated with Subscribed Energy and Unsubscribed Energy under the terms of this Contract and associated tariff and to own, hold and manage these RECs associated with the Community Solar Garden in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established in Minnesota or other jurisdictions (including but not limited to the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Subscriber Organization hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying these RECs and the Company has full authority to hold, sell or trade such RECs to its own account of said renewable energy information or tracking systems.

(Continued on Sheet No. 9-99.34)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.34

Upon the request of Company from time to time, at no cost to Company, (i) Subscriber Organization shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Subscriber Organization shall provide full cooperation in connection with Company's registration of the Subscriber Organization's RECs under this Contract and associated tariff and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy for all purposes and be entitled to use them in any manner it chooses.

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

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

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

(Continued on Sheet No. 9-99.35)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.35

6. Code Compliance. The Subscriber Organization shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation. The Subscriber Organization is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.

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

8. Disclosure of Production Information. In order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company is permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the PV System in its possession and information regarding the total Bill Credits applied by the Company with respect to the PV System and any information pertaining to a Subscriber's Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Subscriber Organization's consent in writing or email to the Company, or unless the Commission or the Department requests that the Company provides such information to the Subscriber.

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

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

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

(Continued on Sheet No. 9-99.36)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.36

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

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

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

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

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

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

(Continued on Sheet No. 9-99.37)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.37

3. The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were too high than would have been authorized had correct information been entered, then the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments and upon receipt these amounts will be credited to the fuel clause. Consistent with Minn. R. 7820.3800, Subp. 3, the Company can demand payment from the Subscriber Organization of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the Subscriber Organization to timely make these payments shall be considered a breach of this Contract.

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

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

D. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber. A Subscriber may change the premise or account number that the Community Solar Garden energy is attributed to, as long as the Subscriber continues to qualify. Any transfer of Subscriptions needs to be coordinated through the Subscriber Organization, who in turn needs to provide the required updated information in the Subscriber Management System within thirty (30) days of the transfer.

E. Updating Subscriber Information. On or before the 25th of the calendar month immediately preceding each Production Month, the Subscriber Organization shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the Subscriber Management System. Such data to be entered or changed by the Subscriber Organization shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription, stated in Watts DC.

(Continued on Sheet No. 9-99.38)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.38

F. Responsibility for Verification. The Subscriber Organization shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible Community Solar Garden Program.

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

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

A. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber's allowable Subscription under the Community Solar Garden Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.

B. For any breach of this Contract by the Subscriber Organization:

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

ii. If after the thirty (30) days provided for in the Notice the Subscriber Organization is still not in compliance with this Contract, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Subscriber Organization is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Subscriber Organization, all Subscribers of the Community Solar Garden, the Department, OAG and Commission.

iii. The Subscriber Organization, the Department, OAG, and/or Commission may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Section 15 of this Contract.

(Continued on Sheet No. 9-99.39)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.39

iv. If the Subscriber Organization, the Minnesota Department of Commerce, OAG and/or Commission do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the Subscriber Organization returns to being in compliance with the Contract, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the Term of the Contract. The Subscriber Organization will be financially responsible for the Company's costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company's network. The Department may provide other remedies for any such breach.

V. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with this Contract, then the Company shall have the right to request to terminate this Contract by written notice to the Subscriber Organization. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate the Contract must be approved by the Commission, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Section 18 of this Contract.

C. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the Interconnection Agreement, the Company shall provide notice to the Department, OAG and Commission. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate this Contract by written notice to the Subscriber Organization, with no further obligation of the Parties to perform hereunder following the effective date of such termination. The Company shall send copies of any Notice requesting termination of this Contract to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate this Contract must be approved by the Commission.

D. In the event of an alleged breach of this Contract by the Subscriber Organization for which the Company sends a Notice pursuant to Section 13(b)(ii) above, Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 13(b)(ii) and Company agrees to accept any such cure as if made by the Subscriber Organization. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in the associated tariff. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization has provided written consent to the Company permitting the release to the financing party of such confidential information.

(Continued on Sheet No. 9-99.40)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.40

E. In the event of any breach of this Contract by Company, the Subscriber Organization shall provide Company with a written Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the Subscriber Organization may utilize the procedures set forth in Section 15. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the Commission pursuant to the dispute resolution provisions of Section 15 of this Contract.

14. Limitation of Liability

A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

B) Each Party's liability to the other Party for failure to perform its obligations under this Contract shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

C) Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this Contract, the Company's liability to the Subscriber Organization shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not be affected by the terms of this Contract. There are no third-party beneficiaries of any Company duty under this Contract other than the Company's duty to Subscribers to issue Bill Credits as set forth in this Contract, and the duty to a financing party under Section 13.d. of this Contract.

15. Dispute Resolution

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

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

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

(Continued on Sheet No. 9-99.41)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.41

17.A. Miscellaneous. The provisions of this par. 17.A. only apply to those applications that are not subject to the MN DIP. The “Miscellaneous” provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the Interconnection Agreement in the “Miscellaneous” section uses the term “Interconnection Customer”, this shall mean the Subscriber Organization for purposes of the present Contract. Where the Interconnection Agreement in the “Miscellaneous” section uses the term “Agreement”, this shall mean this Contract for purposes of the present Contract.

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

17.B. Miscellaneous. The provisions of this par. 17.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the MN DIA uses the term “Interconnection Customer”, this shall mean the Subscriber Organization for purposes of the present Contract, and where it uses the term “Area EPS Operator” it shall mean the Company. Where the MN DIA uses the term “Agreement”, this shall mean this Contract for purposes of the present Contract. References to MN DIA sections below also includes all associated sub-sections

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

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

(Continued on Sheet No. 9-99.42)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9
Original Sheet No. 99.42

SIGNATURES

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

Subscriber Organization

Northern States Power Company, a Minnesota corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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**ASSIGNMENT OF STANDARD CONTRACT FOR LMI
ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM**

Section No. 9
Original Sheet No. 99.43

**ASSIGNMENT OF
STANDARD CONTRACT FOR LMI ACCESSIBLE COMMUNITY SOLAR GARDEN PROGRAM**

A Standard Contract for LMI Accessible Community Solar Garden Program, including any amendments thereto approved by the Minnesota Public Utilities Commission ("Contract") having been made as of [insert date of underlying Contract] (a copy of which is attached hereto), by and between **Northern States Power Company, a Minnesota corporation**, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Contract] ("Assignor") for a Community Solar Garden with a nameplate capacity of ____ kW (AC) located at [insert address]; and

WHEREAS, the Assignor intends to convey its interest as the Subscriber Organization of the above-referenced Community Solar Garden to [insert name of Assignee] ("Assignee"); and

WHEREAS, the Assignor intends to assign the Contract to the Assignee; and

NOW, THEREFORE, upon the execution of this Assignment of Contract by Company, the Assignor, and the Assignee and the delivery of all signatures to Company, the attached Contract is hereby further amended as follows:

1. The Assignor hereby irrevocably assigns the attached Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
2. Company consents to this assignment and, as assigned, the attached Contract is hereby amended so that wherever the name of the Assignor is used therein it shall mean the Assignee.
3. Any and all payments made by Company under the Contract to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
4. Any and all financial liability, including but not limited to amounts due, from the Subscriber Organization to the Company, occurring or accruing under the Contract on or before the date of the Company's signature to this Assignment shall be deemed to be the obligation of both the Assignor and Assignee, and the Company may recover any such amounts jointly and severally from the Assignor and Assignee.
5. The Assignor will inform Assignee of all passwords associated with the Subscriber Management System relating to the Community Solar Garden.

(Continued on Sheet 9-99.44)

Date Filed: 06-07-24 By: Ryan J. Long Effective Date: 06-07-24
President, Northern States Power Company, a Minnesota corporation
Docket No. E002/CI-23-335 Order Date: 05-30-24

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**ASSIGNMENT OF STANDARD CONTRACT FOR LMI
ACCESSIBLE COMMUNITY SOLAR GARDEN
PROGRAM**

Section No. 9
Original Sheet No. 99.44

**ASSIGNMENT OF STANDARD CONTRACT FOR
LMI ACCESSIBLE COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

6. The contact information, including name, primary contact, address, telephone number and email address of the Assignee is as follows:

7. It is further agreed that all terms and conditions of the Contract, as amended, shall remain in full force and effect.

Facsimile signatures, or signatures to the Assignment of Contract sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment of Contract, shall have the same validity as the original.

IN WITNESS WHEREOF, Company, the Assignor, and the Assignee have executed this Assignment of Solar*Rewards Contract as of this _____ day of _____, 20__.

Assignor – [insert actual name]

Assignee – [insert actual name]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

**Northern States Power Company
d/b/a Xcel Energy**

By: _____

Name: _____

Title: _____

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STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY
LMI Accessible Community Solar Garden Program

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

RECITALS

~~The Community Solar Garden Operator~~The Subscriber Organization is the operator of a Community Solar Garden with an established or planned solar photovoltaic electric generating facility with a nameplate capacity of _____ kilowatts of alternating current (AC), on property located at _____ ("Community Solar Garden").

The Community Solar Garden is a facility that generates electricity by means of a ground mounted or roof mounted solar photovoltaic device(s) whereby a Subscriber to the Community Solar Garden receives a Bill Credit for the electricity generated in proportion to the size of the Subscription.

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

DEFINITIONS

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

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

~~"Bill Credit Rate" shall mean the then current applicable Bill Credit Average Retail Rate as found in the Company's rate book applicable to the Solar*Rewards Community Program. The Bill Credit Type is either the "Standard" Bill Credit, "Enhanced" Bill Credit, or a Value of Solar (VOS) Bill Credit Rate as found at the applicable sheet in the rate book. The Standard Bill Credit is determined by the methodology approved by the Minnesota Public Utilities Commission. The "Enhanced" Bill Credit found at that sheet in the rate book is the sum of the Standard Bill Credit and the REC price and is the applicable Bill Credit Rate only where the LMI Accessible Community Solar Garden Operator has made an election under Section 14.iii of this Contract to transfer the solar RECs to the Company. The REC prices embedded within the Enhanced Bill Credit are fixed for the duration of the term of this Contract and are fixed at the REC price in place at the time the Community Solar Garden has filed a completed application. Program, which is consistent with Minn. Stat. §216B.1641 Subd. 8. The Average Retail Rate includes all compensation for all energy, capacity and RECs. Accordingly, the Standard and Enhanced Bill Credit rates Average Retail Rate will change over the term of this Contract and the Bill Credit Rate will be based on the then-current Standard or Enhanced Bill Credit as provided for in this Contract, but the REC value embedded within the Enhanced Bill Credit will not change during the Contract term. Once a Standard or Enhanced Bill Credit applies, that Bill Credit Type applies for the term of the Contract.~~

~~The VOS Bill Credit Rate is applicable to those applications that on or after January 1, 2017, meet the requirements to be Deemed Complete as defined on Sheet No. 64, and that do not qualify for the Standard Bill Credit or Enhanced Bill Credit.~~

~~The specific VOS Bill Credit Rate to be applied will depend on several factors. Each application Deemed Complete in a given calendar year will have a VOS Bill Credit Rate table applicable to the vintage of the VOS based on the calendar year it was Deemed Complete ("VOS Vintage Year"). In the event a VOS Vintage Year Bill Credit Rate table is not approved for part or all of a given calendar year, the most recently approved VOS Vintage Year Bill Credit Rate table will apply to applications Deemed Complete in that calendar year until a new VOS Vintage Year Bill Credit Rate table becomes effective. Each VOS Vintage Year table of Bill Credit Rates will have separate rates for each of the 25 years of production from the garden. The rate for Year 1 for a given VOS Vintage Year will apply for all Bill Credits the associated with production in the first calendar month associated with the Date of Commercial Operation and all subsequent calendar months in the same calendar year. The VOS Bill Credit Rate for Year 2 for a given VOS Vintage Year will apply for all calendar months in the following calendar year. In the same way, the rates for Year 3 through 25 shall apply in sequential order for each of the following calendar years. Where the Date of Commercial Operation is not January 1, the Year 25 rate shall also apply to the final calendar year up to the end of the Term of the Contract.~~tariff for the LMI Accessible Community Solar Garden program.

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

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

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

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

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

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

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

- ~~a. The Community Solar Garden must have not less than five (5) Subscribers;~~
- ~~b. No single Subscriber may have more than a forty (40) percent interest in the Community Solar Garden;~~
- ~~c. The Community Solar Garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);~~

~~d. Each Subscription "Company" shall be sized to represent at least two hundred (200) watts of the Community Solar Garden's generating capacity;~~

~~e. Each Subscription shall be sized so that, when combined with other distributed generation resources serving the premises of each Subscriber, the Subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity over the prior twelve (12) months by each Subscriber to which the Subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS), provided that if historical electric energy consumption data is not available for a particular subscriber, the Company will calculate the estimated annual electric energy consumption under the process detailed in the Company's rate book applicable to the Solar*Rewards Community Program.~~

~~f. The Community Solar Garden must comply with the Service Territory Requirement;~~

~~g. Each Subscriber to the Community Solar Garden must be a retail customer of the mean Northern States Power Company and each must be located in the same county or a county contiguous to the Community Solar Garden Location; and,~~

~~h. Customers who are exempt from the Solar, a Minnesota corporation, doing business as Xcel Energy Standard (SES) under Minn. Stat. § 216B.1691, subd. 2(f)d, shall not participate in or subscribe to Community Solar Gardens.~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Renewable Energy Credits” or “RECs” are all attributes of an environmental or other nature that are created or otherwise arise from the Subscriber Organization’s generation of energy using solar energy as a fuel, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a “green” or “renewable” electric generation resource, including any and all environmental air quality credits, emission reductions, off-sets, allowances or other benefits related to the generation of energy from the Community Solar Garden PV System that reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement, and the aggregate amount of credits, offsets or other benefits including any rights, attributes or credits arising from or eligible for consideration in the M-RETS program or any similar program pursuant to any international, federal, state or local legislation or

regulation or voluntary agreement and any renewable energy certificates issued pursuant to any program, information system or tracking system associated with the renewable energy generated from the Community Solar Garden PV System. RECs do not include any federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which Subscriber Organization or the Community Solar Garden PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Subscriber Organization or the Community Solar Garden PV System is eligible or that either receives.

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

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

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

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

“Subscriber’s Energy Usage Data” refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden—

“Subscriber Management System” is the interactive, internet website-based interface (“portal”) maintained by or on behalf of the Company through which the Company accepts and manages applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

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

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

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

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

AGREEMENTS

~~The Community Solar Garden Operator~~The Subscriber Organization and the Company agree:

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the ~~Community Solar Garden Operator at the then current: 1.) Company's avoided cost rate (found in the Company's rate book, Rate Code A51) for solar gardens of 40 kW (AC) capacity or larger, or 2.) Company's average retail energy rate (found in the Company's rate book, Rate Code A50) for solar gardens under 40 kW (AC) capacity. Where the Community Solar Garden Operator has elected to transfer the solar RECs to the Company, or where the VOS Bill Credit Rate applies to Subscribed Energy under the Standard Contract for Solar*Rewards Community, an additional payment of \$0.01/kWh will be paid to the Community Solar Garden Operator for the RECs associated with this Unsubscribed Energy.~~ The Community Solar Garden OperatorSubscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A55). The Subscriber Organization shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the term of this Contract, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term of the Contract.

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

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

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the ~~Community Solar Garden Operator via the CSG Application System~~Subscriber Organization via the Subscriber Management System. The Subscriber Organization is required to have all updates in the system by the 25th day of each calendar month to be applied for the following calendar month.

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

~~F. Once the Company's Consolidated Billing service becomes available, each Community Solar Garden must designate in the event that any Subscription associated with a specific premise number is not eligible because it violates the provisions on tariff sheet 9 76 (par. 6.D.), 9 66.1 (par. m), or violates any applicable provision of the Landlord Addendum (Subscriber Management System which Subscribers want Consolidated Billing and such Subscription is then an "Ineligible Subscription"), and Bill Credits have been applied must designate for each subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the premises-numberSubscriber. The remaining portion of the Ineligible Subscription, then for a period beginning on the first date of it being an Ineligible SubscriptionBill Credit Rate for the duration of it being an Ineligible Subscription the Company may recoup these funds and obtain each such Subscriber would then be payable to the Community Solar Garden.~~

~~G. In the event the Company's IT systems for the payment solely from of Bill Credits has not been developed before the Community Solar Garden Operator the difference between the Bill Credits provided to the premises number of the Ineligible Subscription and the begins to generate power, the Company shall track earned credits for allocated production for each mount power is generated, which will be payable to the Community Solar Garden's Subscribers or (in the case of Unsubscribed Energy-rate. Failure of) the Community Solar Garden Operator to makeupon completion of the IT system upgrades.~~

~~2. RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy produced before or during the Term of the Contract shall be assigned to the Company. By participating as a Subscriber Organization under this Contract and associated tariff, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Subscriber Organization to all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed Energy. The Subscriber Organization warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all RECs associated with such Subscribed Energy and Unsubscribed Energy output and/or the ability to transfer good and sufficient title of all such RECs to the Company. The Company shall be entitled to all RECs generated by the Community Solar Garden PV System for such Subscribed Energy and Unsubscribed Energy while the Subscriber Organization participates in the service offered in this payment within thirty (30) days of demand shall be considered a breachContract and associated tariff. The Subscriber Organization hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Community Solar Garden Operator's RECs associated with Subscribed Energy and Unsubscribed Energy under the terms of this contractContract and associated tariff and to and own, hold and manage these RECs associated with the Community Solar Garden in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established in Minnesota or other jurisdictions (including but not limited to the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Subscriber Organization hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying these RECs and the Company has full authority to hold, sell or trade such RECs to its own account of said renewable energy information or tracking systems. Upon the request of Company from time to time, at no cost to Company, (i) Subscriber Organization shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Subscriber Organization shall provide full cooperation in connection with Company's registration of the Subscriber Organization's RECs under this Contract and associated tariff and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy for all purposes and be entitled to use them in any manner it chooses.~~

~~23. House Power. The Company will sell House Power to the Community Solar Garden under the rate schedule in force for the class of customer to which the Community Solar Garden OperatorSubscriber Organization belongs. The Community Solar Garden OperatorSubscriber Organization shall be solely responsible for arranging retail electric~~

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

3. Metering Charges and Requirements

~~A. Metering Charges are as set forth in the Section 10 tariff.~~

~~B. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract. The meter is located at the main service and will record energy delivered to the Community Solar Garden Operator from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. Community Solar Garden Operator will provide all meter housing and socket replacement and rewiring to install the meter. Community Solar Garden Operator shall be charged monthly the metering charge for the main service meter.~~

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

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

~~A. Where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement shall end twenty five (25) years after the Date of Commercial Operation.~~

~~B. To the extent to which the ADDITIONAL TERMS AND CONDITIONS set forth in Section 9, Sheets 68 through 68.16 differ from the Section 10 tariff, these ADDITIONAL TERMS AND CONDITIONS shall control for applications that are not subject to the MN-DIP. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff~~

~~Section 9, Sheet Nos. 68.17 through 68.21, fully apply if the application that is the subject of this Agreement is subject to the MN-DIP.~~

~~6. Community Solar Garden Requirements.~~

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

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

~~C. Code Compliance. ~~The Community Solar Garden Operator~~The Subscriber Organization shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation. The Subscriber Organization is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.~~

~~D. The decision whether to become or remain a Community Solar Garden subscriber is left to an individual tenant. Landlords or agents shall provide only accurate information that is not false, misleading or deceptive information. Beginning on October 1, 2023, Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is occupied by a residential tenant, and where the Landlord (as defined in the Landlord Addendum) is the named customer on the Company account, then the Subscription is subject to the Landlord Addendum. However, notwithstanding this, if the premise is part of a multi-unit single meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the need for the Community Solar Garden being subject to the Landlord Addendum.~~

~~E. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68 through 68.16, fully apply if the application that is the subject of this Agreement is not subject to the MN-DIP. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68.17 through 68.21, fully apply if the application that is the subject of this Agreement is subject to the MN-DIP.~~

~~F. Annual Report. Starting within 12 months of the Date of Commercial Operation, the Community Solar Garden Operator shall issue (and provide to the Company and each Subscriber) signed and notarized public annual reports containing at a minimum:~~

- ~~— The energy produced by the Community Solar Garden;~~
- ~~— Financial statements including a balance sheet, income statement, and sources and uses of funds statement; and,~~
- ~~— Identification of the management and operatorship of the Community Solar Garden Operator.~~

~~Where the Community Solar Garden Operator as a single legal entity has more than one Community Solar Garden, it need not issue individual public reports per Community Solar Garden but may instead combine this information into a single report; provided, however, the combined report needs to identify each Community Solar Garden and energy produced for each Community Solar Garden to which the report applies. The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing the Subscriber's Account Information or Subscriber Energy Usage Data or Bill Credits, unless there is explicit informed consent or otherwise provided for in this Contract. Each Subscriber shall have an opportunity to submit comments to the Community Solar Garden Operator with a copy to the Company on the accuracy and completeness of the annual reports.~~

~~Where the Community Solar Garden Operator is a subsidiary of a larger corporate entity (Parent), and where that Parent has multiple Community Solar Gardens in its down-line organization, it need not issue individual public annual reports for each garden but may instead combine this information into a single Annual Report containing the financial statements for the Parent entity; provided, however, the combined report identifies each Community Solar Garden and energy produced for each garden to which the report applies and includes a Parent guarantee that it has financial responsibility or obligation to pay debts on behalf of the subsidiary companies. The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing the Subscriber's Account Information or Subscriber Energy Usage Data or Bill Credits, unless there is explicit informed consent or otherwise provided for in this Contract. Each Subscriber shall have an opportunity to submit comments to the Community Solar Garden Operator with a copy to the Company on the accuracy and completeness of the annual reports.~~

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

~~H. [Intentionally Omitted]~~

~~I. [Intentionally Omitted]~~

~~J. Participation Fee. Each year, the Community Solar Garden OperatorSubscriber Organization will submit a participation fee of \$500/MW (to be prorated for each specific CSG size) specified in the Company's LMI Accessible Community Solar Garden associated tariff to the Company for ongoing costs incurred of administering the Solar*Rewards Community Solar Garden Program. The first participation fee will be charged after the Date of Commercial Operation, and the final participation fee will be charged prior to the Term of the Contract expiring may be changed at any time with the approval of the Commission.~~

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

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

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

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

~~O. Disclosure of Community Solar Garden Information. The Community Solar Garden Operator acknowledges and agrees that The Company may publicly disclose the Community Solar Garden Location, Community Solar Garden~~

~~OperatorSubscriber Organization~~, nameplate capacity and generation data of the Community Solar Garden.- Additionally, the Company will periodically provide a bill message to Subscribers clarifying that questions or concerns related to their Subscription should be directed to the ~~Community Solar Garden OperatorSubscriber Organization or Department~~, including a statement that the ~~Community Solar Garden OperatorSubscriber Organization~~ is solely responsible for resolving any disputes with the ~~Department~~, Company or the Subscriber about the accuracy of the Community Solar Garden production and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.-

~~P10. Certain Tax and Securities Law Issues.~~ The Company makes no warranty or representation concerning the taxable consequences, if any, to ~~Community Solar Garden OperatorSubscriber Organization~~ or its Subscribers with respect to its Bill Credits to the Subscribers for participation in the Community Solar Garden. Additionally, the Company makes no warranty or representation concerning the implication of any federal or state securities laws on how Subscriptions to the Community Solar Garden are handled. ~~The Community Solar Garden OperatorThe Subscriber Organization~~ and Subscribers are urged to seek professional advice regarding these issues.

~~Q11. Full Cooperation with the MPUC, MinnesotaCommission, Department of Commerce, and Minnesota Office of the Attorney General.~~ The Parties agree to fully cooperate with any request for information from the ~~MPUCCommission~~, the ~~Minnesota Department of Commerce~~, or the Minnesota Office of the Attorney General (~~OAG~~) pertaining in any way to the Community Solar Garden, and will provide such information upon request in a timely manner.- To the extent to which any request calls for producing a specific Subscriber's Account Information, Subscriber Energy Usage Data or Bill Credits, such information shall be provided and marked as Trade Secret or Confidential Information.

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

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

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

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

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

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

~~BC. Subscriber Information.~~ ~~The Community Solar Garden OperatorSubscriber Organization shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the~~

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

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

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

3. The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were too high than would have been authorized had correct information been entered, then the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments and upon receipt these amounts will be credited to the fuel clause. Consistent with Minn. R. 7820.3800, Subp. 3, the Company can demand payment from the Subscriber Organization of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the Subscriber Organization to timely make these payments shall be considered a breach of this Contract.

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

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

D. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber ~~under this Contract or to the Community Solar Garden Operator for resale by the Operator to other Subscribers.~~ A Subscriber may change the premise or account number that the Community Solar Garden energy is attributed to, as long as the Subscriber continues to qualify ~~under these rules.~~ Any transfer of Subscriptions needs to be coordinated through the ~~Community Solar Garden Operator~~Subscriber Organization, who in turn needs to provide

the required updated information in the ~~CSG Application~~Subscriber Management System within thirty (30) days of the transfer.

~~DE. Updating Subscriber Information.~~ -On or before ~~five (5) business days~~the 25th of the calendar month immediately preceding ~~the first day of~~ each Production Month, the ~~Community Solar Garden Operator~~Subscriber Organization shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the ~~CSG Application~~Subscriber Management System. - Such data to be entered or changed by the ~~Community Solar Garden Operator~~Subscriber Organization shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription, stated in Watts DC.

~~EF. Responsibility for Verification.~~ -The ~~Community Solar Garden Operator~~Subscriber Organization shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible Community Solar Garden Program.

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

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

14G. Delivery of Signed Subscriber Agency Agreement from Each Subscriber. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (as set forth in the Company's associated tariff for the LMI Accessible Community Solar Garden Program) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber. This includes the data privacy practices of the Company. These are set forth on the sheets of the associated tariff with a header stating "LMI Accessible Community Solar Garden Program – Subscriber Agency Agreement and Privacy Policies". The Subscriber Organization shall provide a copy of these privacy policies, as updated, to each Subscriber.

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

a. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber's allowable Subscription under the Community Solar Garden Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.

b. For any breach of this Contract by the ~~Community Solar Garden Operator~~Subscriber Organization:

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

ii. If after the thirty (30) days provided for in the Notice the ~~Community Solar Garden Operator~~Subscriber Organization is still not in compliance with this Contract, then the

Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the ~~Community Solar Garden OperatorSubscriber Organization~~ is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to ~~Community Solar Garden OperatorSubscriber Organization~~, all Subscribers of the Community Solar Garden, the Department ~~of Commerce~~, OAG and ~~MPUCCommission~~.

iii. The ~~Community Solar Garden OperatorSubscriber Organization~~, the Department ~~of Commerce~~, OAG, and/or ~~MPUCCommission~~ may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Section ~~4215~~ of this Contract.

iv. If the ~~Community Solar Garden OperatorSubscriber Organization~~, the Minnesota Department of Commerce, OAG and/or ~~MPUCCommission~~ do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the ~~Community Solar Garden OperatorSubscriber Organization~~ returns to being in compliance with the Contract, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the Term of the Contract. ~~The Community Solar Garden OperatorSubscriber Organization~~ will be financially responsible for the Company's costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company's network. The Department may provide other remedies for any such breach.

~~v~~v. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with this Contract, then the Company shall have the right to request to terminate this Contract by written notice to the ~~Community Solar Garden OperatorSubscriber Organization~~. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the ~~Minnesota Department of Commerce~~, OAG and ~~MPUCCommission~~. If the Notice is objected to within thirty (30) days by the ~~Community Solar Garden OperatorSubscriber Organization~~, the Department ~~of Commerce~~, and/or OAG, Section ~~4215~~ of this agreement shall apply. Any request to terminate the Contract must be approved by the ~~MPUCCommission~~, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in ~~Sections 6.G and 46Section 18~~ of this Contract.

c. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the Interconnection Agreement, the Company shall provide notice to the ~~Minnesota Department of Commerce~~, OAG and ~~MPUCCommission~~. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate this Contract by written notice to the ~~Community Solar Garden OperatorSubscriber Organization~~, with no further obligation of the Parties to perform hereunder following the effective date of such termination. The Company shall send copies of any Notice requesting termination of this Contract to all Subscribers of the Community Solar Garden, the ~~Minnesota Department of Commerce~~, OAG and ~~MPUCCommission~~. If the Notice is objected to within thirty (30) days by the ~~Community Solar Garden OperatorSubscriber Organization~~, the Department ~~of Commerce~~, and/or OAG, Section ~~4215~~ of this agreement shall apply. Any request to terminate this Contract must be approved by the ~~MPUCCommission~~.

~~d.~~

D. In the event of an alleged breach of this Contract by the ~~Community Solar Garden OperatorSubscriber Organization~~ for which the Company sends a Notice pursuant to Section ~~4013(b)(i);ii) above~~, Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section ~~4013(b)(ii)~~ and Company agrees to accept any such cure as if made by the ~~Community Solar Garden OperatorSubscriber Organization~~. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in ~~Exhibit 1 to Attachment "A" of this Contract, the associated tariff~~. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the ~~Community Solar Garden OperatorSubscriber Organization~~ unless the ~~Community Solar Garden OperatorSubscriber Organization~~ has provided written consent to the Company permitting the release to the financing party of such confidential information.

e. In the event of any breach of this Contract by Company, the ~~Community Solar Garden OperatorSubscriber Organization~~ shall provide Company with a written Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the ~~Community Solar Garden OperatorSubscriber Organization~~ may utilize the procedures set forth in Section ~~4215~~. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the ~~MPUC Commission~~ pursuant to the dispute resolution provisions of Section 4215 of this Contract.

44.14. Limitation of Liability

A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

B) Each Party's liability to the other Party for failure to perform its obligations under this Contract shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

C) Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this Contract, the Company's liability to the ~~Community Solar Garden OperatorSubscriber Organization~~ shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not be affected by the terms of this Contract. There are no third-party beneficiaries of any Company duty under this Contract other than the Company's duty to Subscribers to issue Bill Credits as set forth in this Contract, and the duty to a financing party under Section ~~4013.d.~~ of this Contract.

42.15. Dispute Resolution

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

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

43.16. Power Purchase Agreement. The separately executed power purchase agreement referenced in the ~~Interconnection Agreement-Section 10 tariff~~ for the purchase of power exported by the ~~Community Solar Garden OperatorSubscriber Organization~~ to the Company is not needed. Instead, this Contract and associated tariff shall

govern the terms for the power exported by the ~~Community Solar Garden Operator~~Subscriber Organization to the Company.

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

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

~~_____ ii. Where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Solar*Rewards benefit, as defined in Minn. Stat. § 116C.7702. No solar REC value shall be paid under the present Contract in this circumstance.~~

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

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

~~_____ iv. Where a Value of Solar rate applicable to the Community Solar Garden has become effective as reflected in the Solar*Rewards Community Program tariff of the Company's rate book. The Value of Solar (VOS) Rate applies where the application of the Community Solar Garden Operator was Deemed Complete on or after January 1, 2017. In such a situation the Value of Solar rate shall be applicable regardless of whether or not the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar*Rewards benefit and shall be in place and in lieu of any election the Community Solar Garden Operator may have made in Section 14.iii above.~~

~~_____ v. The application of the Community Solar Garden Operator was Deemed Complete on _____.~~

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

The Community Solar Garden Operator hereby automatically and irrevocably assigns to Company all rights, title and authority for Company to register the Subscribed Energy and Unsubscribed Energy and own, hold and manage the RECs associated with all such energy in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established (including but not limited to participants in any applicable REC Registration Program and the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Community Solar Garden Operator hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying RECs and the Company has full authority to hold, sell or trade such RECs within its own account of said renewable energy information or tracking.

~~systems. Upon the request of Company, at no cost to Company, (i) Community Solar Garden Operator shall deliver or cause to be delivered to Company such attestations and/or certifications of the Community Solar Garden and its associated RECs, and (ii) Community Solar Garden Operator shall cooperate with Company's registration and certification of the Community Solar Garden. The Company shall own and retain all RECs associated with Subscribed Energy and Unsubscribed Energy produced by the Community Solar Garden.~~

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

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

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

17.A. Miscellaneous. The provisions of this par. ~~45~~17.A. only apply to those applications that are not subject to the MN DIP. The “Miscellaneous” provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the Interconnection Agreement in the “Miscellaneous” section uses the term “Interconnection Customer”, this shall mean the ~~Community Solar Garden Operator~~Subscriber Organization for purposes of the present Contract. Where the Interconnection Agreement in the “Miscellaneous” section uses the term “Agreement”, this shall mean this Contract for purposes of the present Contract.

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

~~45~~17.B. Miscellaneous. The provisions of this par. ~~45~~17.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the MN DIA uses the term “Interconnection Customer”, this shall mean the ~~Community Solar Garden Operator~~Subscriber Organization for purposes of the present Contract, and where it uses the term “Area EPS Operator” it shall mean the Company. Where the MN DIA uses the term “Agreement”, this shall mean this ~~tariff~~Contract for purposes of the present ~~tariff~~Contract. References to MN DIA sections below also includes all associated sub-sections

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

16

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

SIGNATURES

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

~~Community Solar Garden Operator~~
Subscriber Organization

Northern States Power Company, a Minnesota corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment "A"

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

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

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

Subscriber Name:- _____ _____	Subscriber Service Address where receiving electrical service from Northern States Power Company:- _____ _____
Subscriber's Account Number with Northern States Power Company:- _____ _____	Subscriber Mailing Address (if different from above): _____ _____ _____

Northern States Power Company Contact Information Mailing Address: _____ Phone: _____ Email: _____ Fax: _____

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

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

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

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

~~4. Information Sharing. Participating in the Solar*Rewards Community Program will require sharing **Subscriber’s Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber’s Energy Usage Data** (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber’s electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.~~

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

~~4. Information Sharing. (Continued)~~

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

~~fulfill the regulated purposes of the Solar*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.~~

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

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

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

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

~~g. **Successor or Assigns.** This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the Community Solar Garden Operator, and to all subsequent successors or assigns, without the need for Subscriber's consent.~~

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

~~5. **Subscriber Disclosures.**~~

~~a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations.~~

~~b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the Solar*Rewards Community program.~~

~~c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.~~

~~d. Northern States Power Company will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.~~

~~e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Northern States Power Company will not provide any other information, including personally identifiable information such as your Social Security Number or any financial account number to the data recipient through this consent form.~~

~~f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: xcelenergy.com.~~

Subscriber's Name: _____

Subscriber's Signature: _____

Print or Type name and
Title of signatory if Subscriber
is a corporation or unit of
government: _____

Date: _____

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

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

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

Definitions

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

~~“Company” means Northern States Power Company, a Minnesota corporation, and its affiliates and agents.~~

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

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

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

~~“Subscriber’s Energy Usage Data” means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber’s electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden.~~

Overview

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

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

a. ~~Subscriber Specific Information~~

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

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

- ~~• Subscriber’s Account Information~~
- ~~• Subscriber’s Energy Usage Data~~
- ~~• Bill credits~~

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

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

b. ~~Aggregated Subscriber Information~~

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

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

~~2. How Subscriber's Information Will Be Used~~

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

~~a. Program Management~~

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

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

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

~~b. Permitted Public Reporting~~

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

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

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

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

~~c. Prohibited Reporting or Sharing~~

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

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

~~3. Subscriber Data Access and Correction~~

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

~~a. Information Available from the Company~~

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

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

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

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

~~3. Subscriber Data Access and Correction (Continued)~~

~~b. Information Available from the Community Solar Garden Operator~~

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

- ~~• Future costs and benefits of the Subscription, including:
 - ~~i. All nonrecurring (i.e., one-time) charges;~~
 - ~~ii. All recurring charges;~~
 - ~~iii. Terms and conditions of service;~~
 - ~~iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;~~
 - ~~v. Whether the Subscriber may be required to sign a term contract;~~
 - ~~vi. Terms and conditions for early termination;~~
 - ~~vii. Any penalties that the Community Solar Garden may charge to the Subscriber;~~
 - ~~viii. The process for unsubscribing and any associated costs;~~
 - ~~ix. An explanation of the Subscriber data the Community Solar Garden Operator will share with Northern States Power Company and that Northern States Power Company will share with the Community Solar Garden Operator;~~
 - ~~x. The data privacy policies of Northern States Power Company and of the Community Solar Garden Operator;~~
 - ~~xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;~~~~

- ~~xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;~~
- ~~xiii. Allocation of unsubscribed production; and~~
- ~~xiv. A statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.~~

- ~~• Copy of the contract with Northern States Power Company for the Solar*Rewards Community Program~~
- ~~• Copy of the solar panel warranty~~
- ~~• Description of the compensation to be paid for any underperformance~~
- ~~• Proof of insurance~~
- ~~• Proof of a long-term maintenance plan~~
- ~~• Current production projections and a description of the methodology used to develop production projections~~
- ~~• Community Solar Garden Operator contact information for questions and complaints~~
- ~~• Demonstration to the Subscriber by the Community Solar Garden Operator that it has sufficient funds to operate and maintain the Solar*Rewards Community Program~~

~~3. Subscriber Data Access and Correction~~

- ~~e. Information Available from the Community Solar Garden Operator (Continued)~~

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

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

~~4. Data Retention~~

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

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

SOLAR*REWARDS COMMUNITY PROGRAM

Section No. 9

**(CLOSED TO APPLICATIONS NOT APPROVED
BEFORE JANUARY 1, 2024)**

8th Revised Sheet No. 64

AVAILABILITY

Available to any Residential, Commercial, and Industrial customer who elects to offset electric charges through a subscription in a company-approved community solar garden.

DEFINITIONS

Deemed Complete - For applications that are not subject to the MN DIP, the term “Deemed Complete” shall mean the successful completion of the requirements in tariff Section 9, Sheet No. 67, step (i). For applications that are subject to the MN DIP, the term “Deemed Complete” shall mean the last date of any of the following: date-and-time stamp of receipt of a complete Interconnection Application as provided for in MN DIP section 1.5.2.; completing the application for the Solar*Rewards Community Program; and, paying the Solar*Rewards Community Program application fee and deposit.

Mechanical Completion - For applications that are not subject to the MN DIP, the term “Mechanical Completion” is as defined in tariff Section 9, Sheet No. 68, par. 1.i. For applications that are subject to the MN DIP, the term “Mechanical Completion” shall mean the date when all of the following have been completed:

- Installation of the DER;
- Submission to the Company of proof of insurance, as required by Company tariffs or MN DIA;
- Submission to the Company of State of Minnesota electrical inspection forms (“Blue Copy”) filed with the Company showing successful completion of testing; and,
- Inspection and functional testing of DER components.

Legacy CSG Program – means the Solar*Reward Community program at tariff sheets 9-64 through 9-99, and 9-59.01 through 9-59.11, that is not subject to the ~~Non-Legacy LMI Accessible~~ Community Solar Garden Program beginning at tariff sheet 9-99.01.

Approved – For the purposes of determining whether an application has been Approved before January 1, 2024, this means the interconnection application associated with the Community Solar Garden has been Deemed Complete under MN DIP 1.5.2 before January 1, 2024.

RATE

The Bill Credit Rate that applies is either based on:

1. The applicable retail rate
 - a. for applications that on or before December 31, 2016, have met the requirements in tariff Section 9, Sheet 67, step (i) (“Deemed Complete” or “Initial Application Completeness”); or,
 - b. for applications that otherwise qualify as provided for in an authorized amendment to the Standard Contract for Solar*Rewards Community; or,
2. The Value of Solar (VOS) rate for applications that are Deemed Complete on or after January 1, 2017, and that do not qualify for the applicable retail rate.

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)**

Section No. 9
Original Sheet No. 66.2

**(CLOSED TO APPLICATIONS NOT APPROVED
BEFORE JANUARY 1, 2024)**

TERMS AND CONDITIONS (Continued)

n. If an application to the Legacy CSG Program has been submitted but not Approved before January 1, 2024, then that "Non-Approved Application" can no longer remain as an application for the Legacy CSG Program. On or before the ~~ninth~~^{ninetieth} (90th) Business Date after the first effective date of the tariff sheets with these provisions for sub-paragraph (n), the applicant must do one of the following and if not done then the Non-Approved Application will be withdrawn:

- i. ~~Submit a new application in the Company CSG Application System using that portion of the System for applications for the Non-Legacy CSG Program, without making any Material Modifications to the machine data, equipment configuration or the interconnection site of the DER, if the applicant wants the same facility to continue in the interconnection process and potentially to be considered for the Non-Legacy CSG Program;~~
- ii. Submit a new application in the Company's internet website-based interface for non-program distributed energy resource applications (DG Portal) without making any Material Modifications to the machine data, equipment configuration or the interconnection site of the DER, if the applicant wants the same facility to continue in the interconnection process ~~but not be associated with any form of a community solar garden~~; or,
- iii. Withdraw the application.
Where a new application has been submitted under (i) ~~or (ii)~~ above, then the new application will have the same queue position and keep the same interconnection status as the prior Non-Approved Application, and the prior Non-Approved Application will be automatically withdrawn.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
 GARDEN PROGRAM**

Section No. 9
 Original Sheet No. 99.01

AVAILABILITY

Available to Subscriber Organizations that have a signed Interconnection Agreement and have been Approved by the Department to be in the Non-Legacy LMI Accessible Community Solar Garden Program. ~~The provisions of this tariff are only available and applicable after, and to the extent that, the Company has Information Technology (IT) systems in place to support each of the provisions of this tariff.~~

APPLICABILITY

Tariff applies to Subscriber Organizations and Company Residential, Commercial and Industrial Customers assigned an allocation level by the Subscriber Organization as approved by the Department of Commerce.

INTRODUCTION

The Non-Legacy LMI Accessible Community Solar Garden Program (or Non-Legacy LMI Accessible CSG Program) is authorized by Minn. Stat. § 1641, Subds. 2 to 13. The Non-Legacy LMI Accessible CSG Program applies to Community Solar Garden applications approved by the Minnesota Department of Commerce ("Department") beginning January 1, 2024. (Subd. 3). The Department must administer the Non-Legacy LMI Accessible CSG program including but not limited to collecting and evaluating CSG applications, auditing or verifying that project eligibility criteria have been met, and enforcing consumer protections under Subdivisions 9 to 11. (Subd. 4). Except as modified, replaced or superseded by subdivisions 2 to 13, any Commission order that applies to the Legacy CSG Program applies to the Non-Legacy LMI Accessible CSG Program. (Subd 3). An application to the Department must include several items, including a copy of a signed interconnection agreement. The Department must determine whether an application is in the public interest. (Subd. 5). The Company must purchase electricity generated by a CSG approved for a period of 25 years from the date the CSG begins operations. Compensation is based on the average retail rate, as applied to each subscriber type, as determined by the Commission. (Subd. 8). For the Non-Legacy LMI Accessible CSG Program, the Company must offer consolidated billing. (Subd. 10).

DEFINITIONS

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

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

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

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.02

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

“Community Solar Garden Location” is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

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

~~“Community Solar Garden Non-Legacy Statutory Requirements” are based on the provisions in Minn. Stat. § 216B.1641 Subds. 2 through 14.~~

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

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

~~“Company CSG Application System” or “Company Community Solar Gardens Application and Subscriber Management System” is the interactive, internet website-based interface maintained by or on behalf of the Company through which the Company accepts and manages interconnection applications, including those interconnection applications where the applicant intends at the time of submission to ultimately apply for or participate in the Non-Legacy Community Solar Garden Program. In addition to helping to manage the interconnection application, through this system the Community Solar Garden Operator may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, Community Solar Garden Allocation and other functionality as set forth in this tariff or by practice.~~

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

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

“DG Portal” means the interactive, internet website-based interface (portal) maintained by or on behalf of the Company through which the Company accepts and manages interconnection applications, including those interconnection applications where the applicant intends to ultimately apply for or participate in the LMI Accessible Community Solar Garden Program.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.02

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

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

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.03

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

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

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

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

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

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

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

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

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

“Renewable Energy Credits” or “RECs” are all attributes of an environmental or other nature that are created or otherwise arise from the Community Solar Garden Operator’s generation of energy using solar energy as a fuel, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a “green” or “renewable” electric generation resource, including any and all environmental air quality credits, emission reductions, off-sets, allowances or other benefits related to the generation of energy from the Community Solar Garden PV System that reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement, and the aggregate amount of credits, offsets or other benefits including any rights, attributes or credits arising from or eligible for consideration in the M-RETS program or any similar program pursuant to any international, federal, state or local legislation or regulation or voluntary agreement and any renewable energy

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.03

certificates issued pursuant to any program, information system or tracking system associated with the renewable energy generated from the Community Solar Garden PV System. RECs do not include any federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which Community Solar Garden Operator or the Community Solar Garden PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Community Solar Garden Operator or the Community Solar Garden PV System is eligible or that either receives.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.04

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

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

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a ~~e~~Community ~~s~~Solar ~~g~~Garden interconnected with the Company.

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

“Subscriber’s Energy Usage Data” refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

“Subscriber Management System” is the interactive, internet website-based interface (“portal”) maintained by or on behalf of the Company through which the Company accepts and manages applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

“Subscriber Organization” is identified in the signed Standard Contract for LMI Accessible Community Solar Garden Program and shall mean a developer or owner of a Community Solar Garden. A Subscriber Organization may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

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

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
 GARDEN PROGRAM (CONTINUED)**

Section No. 9
 Original Sheet No. 99.05

OVERVIEW OF COMPANY'S ROLES IN THE NON-LEGACY LMI ACCESSIBLE CSG PROGRAM

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, and for a period of 25 years thereafter, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the ~~Community Solar Garden Operator~~Subscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A554). The ~~Community Solar Garden Operator~~Subscriber Organization shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company while it participates in the Non-Legacy LMI Accessible CSG Program, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This tariff conveys to the Company all energy generated from the PV System and all capacity and RECs (as described below) associated with the PV System for the 25-year term.

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

B. The rates for sales and purchases of Subscribed Energy shall be changed annually or otherwise as provided by order of the CommissionMPUC. The Community Solar Garden Operator shall comply with all of the rules stated in the Company's applicable electric tariff in any way related to the ~~Non-Legacy LMI Accessible~~ CSG Program, the policies of the Company related to the LMI Accessible Non-Legacy CSG Program, the policies of the Department relating to the ~~Non-Legacy~~LMI Accessible CSG Program, and the Orders of the Minnesota Public Utilities Commission ("Commission"), as any of these may be revised from time to time.

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
 GARDEN PROGRAM (CONTINUED)**

Section No. 9
 Original Sheet No. 99.06

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the ~~Community Solar Garden Operator-Subscriber Organization~~ via the ~~CSG Application~~ Subscriber Management System. ~~Solar Garden Operators are~~ The Subscriber Organization is required to have all updates in the system by the 25th of each calendar month to be applied for the following calendar month.

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

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

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

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**~~NON-LEGACY~~LMi ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.06

to be delivered to Company such attestations / certifications of all RECs, and (ii) ~~Community Solar Garden-
Operator-Subscriber Organization~~ shall provide full cooperation in connection with Company's registration of the
~~Community Solar Garden Operator's-Subscriber Organization's~~ RECs under this tariff and certification of RECs.
The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and
Unsubscribed Energy for all purposes, and be entitled to use them in any manner it chooses.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.07

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

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

5. Interconnection Requirements. The ~~Community Solar Garden Operator-Subscriber Organization~~ must sign the applicable Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement and Section 10 tariff except as otherwise specified in this tariff. Additionally, the term of the Interconnection Agreement shall end twenty five (25) years after the Date of Commercial Operation. Metering Charges and Requirements are as set forth in the Company's Section 10 tariff. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this tariff. The meter is located at the main service and will record energy delivered to the ~~Community Solar Garden Operator-Subscriber Organization~~ from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. ~~Community Solar Garden Operator-Subscriber Organization~~ will provide all meter housing and socket replacement and rewiring to install the meter. ~~Community Solar Garden Operator-Subscriber Organization~~ shall be charged monthly the metering charge for the main service meter. Maintenance and Repair of the PV System, Company access to the PV System site, disconnections and emergency shut-offs, shall be consistent with the Section 10 tariff. Any applicant to the Non-Legacy LMI Accessible CSG Program can not place its interconnection application on hold while it awaits any action from the Department to make a determination on whether it will be accepted to be part of the Non-Legacy LMI Accessible CSG Program.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.08

6. Code Compliance. The ~~Community Solar Garden Operator Subscriber Organization~~ shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation. The ~~Community Solar Garden Operator Subscriber Organization~~ is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.

7. Participation Fee. Each year, the ~~Community Solar Garden Operator Subscriber Organization~~ will submit a participation fee of \$500 /MW (AC) (to be prorated for each specific CSG size) to the Company for ongoing costs incurred of administering the ~~Non-Legacy LMI Accessible~~ CSG Program. The participation fee may be changed at any time with the approval of the Commission.

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

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

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

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.09

12. Requirements Applicable to the ~~CSG Application-DG Portal and Subscriber Management System~~. The ~~Community Solar Garden Operator-Subscriber Organization~~ must comply with all of the following:

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

B. Required use of the ~~CSG Application-Company's DG Portal and Subscriber Management System~~.

1. The ~~Community Solar Garden Operator-Subscriber Organization~~ must utilize the ~~CSG Application-Company's Subscriber Management System~~ to submit ~~the interconnection application associated with~~ an application ~~or an intended application~~ for a ~~Non-Legacy LMI Accessible~~ Community Solar Garden and to manage Subscribers and Subscriptions. An applicant must apply to the Department, and the Department must approve that application, before an applicant can participate in the ~~Non-Legacy CSG LMI Accessible Community Solar Garden~~ Program. Before an applicant can apply to the Department, it first needs a signed and funded interconnection agreement. Any applicant that intends to subsequently apply to the Department for the ~~Non-Legacy LMI Accessible~~ Community Solar Garden Program must first submit its interconnection application to the Company through the Company's ~~DG Portal~~.

~~CSG Application Management System, and for the interconnection application use that portion of that system that specifically pertains to the Non-Legacy Community Solar Garden Program.~~

2. If an applicant has filed a ~~Community Solar Garden~~ application for the Legacy CSG Program, and later ~~for the same facility submits and is approved by the Department for the LMI Accessible CSG Program~~, then the application can remain in the Legacy CSG portal and the Company will adjust the treatment of the application so that the Subscriber Organization will be able to load and update Subscriber information for the LMI Accessible CSG program subject otherwise to the same LMI Accessible CSG program tariff provisions for managing subscriptions. The Company will inform the Subscriber Organization when it needs to pay the LMI CSG program application fee, but in any event ~~this fee needs to be paid before the Company would be required to sign the Standard Contract for LMI Accessible Community Solar Garden Program and before any Bill Credits are accrued or issued. wants instead to submit an application to the Department for the Non-Legacy CSG Program, it will need to submit a new interconnection application with the Company through the Company CSG Application Management System, and use that portion of this system that specifically pertains to the Non-Legacy Community Solar Garden Program. The Company will not require payment for the second application of engineering fees that the applicant previously paid for the prior application unless the Company determines a reasonable need for engineering to review the application again (via the screens and or studies outlined in the MN DIP). As a practical matter, the Company may need to have manual workaround variances to the provisions of this paragraph. Once the second application has been deemed complete, the first application will be withdrawn. The Company will endeavor to have the second application be in the same queue position as the first application.~~

C. Subscriber Information. The ~~Community Solar Garden Operator-Subscriber Organization~~ shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company in the ~~CSG Application-Subscriber Management~~ System the name, account

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**~~NON-LEGACY~~ LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.09

number, service address and other information detailed in this tariff attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription stated in Watts direct current (DC). The ~~Community Solar Garden Operator~~ Subscriber Organization shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing a Subscriber's Account Information, Subscriber Energy Usage Data, or Bill Credits. The ~~Community Solar Garden Operator~~ Subscriber Organization will not disclose such information to third parties, other than to the Commission, the Department, or the Minnesota Office of Attorney General, unless the Subscriber has provided explicit informed consent, or such disclosure is compelled by law or regulation.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.10

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

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

3. The Company is under no obligation to audit, validate, or correct any information provided by the ~~Community Solar Garden Operator-Subscriber Organization~~. In the event that the ~~Community Solar Garden Operator-Subscriber Organization~~ provides information, with a result that the Bill Credits provided were too high than would have been authorized had correct information been entered, then the ~~Community Solar Garden Operator-Subscriber Organization~~ needs to promptly make payment to the Company within 30 days of demand of the overpayments and upon receipt these amounts will be credited to the fuel clause. Consistent with Minn. R. 7820.3800, Subp. 3, the Company can demand payment from the ~~Community Solar Garden Operator-Subscriber Organization~~ of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the ~~Community Solar Garden Operator-Subscriber Organization~~ to timely make these payments shall be considered a breach of this tariff.

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

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
 GARDEN PROGRAM (CONTINUED)**

Section No. 9
 Original Sheet No. 99.11

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

E. Updating Subscriber Information. On or before the 25th of the calendar month five (5) business days immediately preceding the first day of each Production Month, the Subscriber Organization Community Solar Garden Operator shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the Subscriber Management CSG Application System. Such data to be entered or changed by the Subscriber Organization Community Solar Garden Operator shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription, stated in Watts DC.

F. Responsibility for Verification. The Subscriber Organization Community Solar Garden Operator shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible non-legacy CSG program.

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

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

A. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber's allowable Subscription under the LMI Accessible Community Solar Garden Non-Legacy Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.12

B. For any breach of this tariff by the Subscriber Organization~~Community Solar Garden Operator~~:

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

ii. If after the thirty (30) days provided for in the Notice the Subscriber Organization~~Community Solar Garden Operator~~ is still not in compliance with this tariff, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Subscriber Organization~~Community Solar Garden Operator~~ is not in compliance with the tariff within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Subscriber Organization~~Community Solar Garden Operator~~, all Subscribers of the Community Solar Garden, the Department, OAG and Commission.

iii. The Subscriber Organization~~Community Solar Garden Operator~~, the Department, OAG, and/or Commission may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Dispute Resolution under Section 15 of this tariff.

iv. If the Subscriber Organization~~Community Solar Garden Operator~~, the Department, OAG and/or Commission do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the Subscriber Organization~~Community Solar Garden Operator~~ returns to being in compliance with the tariff, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the 25 year term of production of the Community Solar Garden unless if the Department directs otherwise. The Subscriber Organization~~Community Solar Garden Operator~~ will be financially responsible for the Company's costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company's network. The Department may provide other remedies for any such breach.

v. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with the Standard Contract for LMI Accessible Community Solar Garden Program, then the Company shall have the right to request to terminate the Standard Contract for LMI Accessible Community Solar Garden Program by written notice to the Subscriber Organization. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this tariff shall apply. Any request to terminate the Contract must be approved by the Commission, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Section 18 of this tariff.

C. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.12

Interconnection Agreement, the Company shall provide notice to the Department, OAG and Commission. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate the Standard Contract for LMI Accessible Community Solar Garden by written notice to the Subscriber Organization, with no further obligation of the parties to perform under that contract following the effective date of such termination. The Company shall send copies of any Notice requesting termination of that contract to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this tariff shall apply. Any request to terminate the Standard Contract for LMI Accessible Community Solar Garden Program must be approved by the Commission.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.13

D. In the event of an alleged breach of this tariff by the ~~Subscriber Organization Community Solar Garden Operator~~ for which the Company sends a Notice pursuant to Section 13(b)(ii) above, Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 13(b)(ii) and Company agrees to accept any such cure as if made by the ~~Subscriber Organization Community Solar Garden Operator~~. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in this tariff. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the ~~Subscriber Organization Community Solar Garden Operator~~ unless the ~~Subscriber Organization Community Solar Garden Operator~~ has provided written consent to the Company permitting the release to the financing party of such confidential information.

E. In the event of any breach of this tariff by Company, the ~~Subscriber Organization Community Solar Garden Operator~~ shall provide Company with a written or commercially reasonable electronic Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the ~~Subscriber Organization Community Solar Garden Operator~~ may utilize the procedures set forth in Section 15. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the Commission pursuant to the dispute resolution provisions of this tariff.

14. Limitation of Liability

A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

B) Each Party's liability to the other Party for failure to perform its obligations under this tariff shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

C) Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this tariff, the Company's liability to the ~~Subscriber Organization Community Solar Garden Operator~~ shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not exceed any limitations of liability imposed by law. There are no third-party beneficiaries of any Company duty under this tariff other than the Company's duty to Subscribers to issue Bill Credits as set forth in this tariff, and the duty to a financing party under Section 13.d. of this tariff.

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.14

15. Dispute Resolution

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

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

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

17.A. Miscellaneous. The provisions of this par. 17.A. only apply to those applications that are not subject to the MN DIP. The "Miscellaneous" provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this tariff and are fully applicable to this tariff as if set forth in full herein. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of this tariff. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Agreement", this shall mean the present tariff and the Standard Contract for LMI Accessible Community Solar Garden Program.

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

17.B. Miscellaneous. The provisions of this par. 17.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA addressing the following issues are incorporated into this tariff and are fully applicable to this tariff as if set forth in full herein. Where the MN DIA uses the term "Interconnection Customer", this shall mean the Subscriber Organization Community Solar Garden Operator for purposes of the present tariff, and where it uses the term "Area EPS Operator" it shall mean the Company. Where the MN DIA uses the term "Agreement", this shall mean this tariff for purposes of the present tariff and the Standard Contract for LMI Accessible Community Solar Garden Program Contract. References to MN DIA sections below also includes all associated sub-sections

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.14

H. Entire Agreement – MN DIA Section 12.5

I.F. Non-Warranty – MN DIA Section 7.3

J.G. No Partnership – MN DIA Section 12.7

K.H. Severability – MN DIA Section 12.8

L.I. Subcontractors – MN DIA Section 12.11

M.J. Inclusion of Tariffs – MN DIA Section 12.12

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

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.15

AVERAGE RETAIL RATE

~~The Bill Credit Rate applicable to subscriptions under the Non-Legacy CSG Program is the Average Retail Rate. Each Average Retail Rate in the table below is based on Subscriber type. The Average Retail Rate is paid based on each Subscriber's proportional share of production from the Non-Legacy CSG.~~

The Bill Credit Rate is only paid when the Department has informed the Company that the application has been approved for the LMI Accessible Non-Legacy CSG Program. ~~The Company will only apply the Bill Credit Rate after it has systems in place to provide these Bill Credits, and applying the Bill Credits will be done on a prospective basis after it has the systems in place. In the event the Company's IT systems for the payment of bill credits has not been developed before the CSG begins generating power, the Company shall track earned credits for allocated production for each month power is generated, which will be payable upon completion of IT system upgrades.~~

**Table 9-99.15
Bill Credit Rates**

Customer Group	Average Retail Rate (Annualized cents/kWh)
LMI Residential Subscribers	14.891013.979
Residential Subscribers	12.65744.882
Master-Metered Affordable Housing	11.9128183
Public Interest Subscribers (Small General)	Small General Service: 11. 06322823 General Service Non-Demand: 110.1773528
Public Interest Subscribers (General Service)	General Service-Demand: 9. 7820412
Commercial Subscribers	Small General Service: 10. 53013257 General Service Non-Demand: 10.43219.8259 General Service Demand: 6. 84745884
Back-up Subscriber	General Service Demand: 8.8038 25% of PV Demand Cr: 1.7782412
Unsubscribed Energy	3.28005959

* LMI (or Low-to moderate-income subscriber) means a subscriber that, as the time the CSG subscription is executed, is (1) a low-income household as defined under Minn. Stat. §216B.2402, subd.16; or (2) a household whose income is 150 percent or less of the area median household income. (Subd. 2(d)).

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.16

** A Public Interest Subscriber means a subscriber that demonstrates status as a public or Tribal entity, school, nonprofit organization, house of worship, or social service provider. (Subd 2(e)).

*** Where a CSG has at least 50 percent total capacity subscribed to by LMI subscribers, up to one backup subscriber may receive 90 percent of the average retail rate for the regular commercial subscriber's customer class, plus additional compensation for demand charges based on a percentage of the comparable PD Demand Credit rider rate.

Unsubscribed energy is paid at the A554 avoided cost rate on tariff sheet 9-4.23 (the "Unsubscribed Energy Rate").

RATE APPLICATION

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

TERMS AND CONDITIONS

- a. The Community Solar Garden must comply with the Service Territory Requirement.
- b. Each Subscriber to the garden must be a retail customer of the Company.
- c. All energy produced by the garden, and all capacity attributable to the garden, shall be assigned to the Company;
- d. All Renewable Energy Credits (RECs) shall be assigned to the Company.
- e. ~~Where the garden operator has begun the application process, prior to the Company processing the application, the Subscriber Organization garden operator~~ must submit within 10 Business Days of receiving approval by the Department as a LMI Accessible CSG project a program application fee of \$4,125 per MW (AC) to the Company and this amount is to be prorated based on system size. This application fee may be by check or wire transfer. Failure to timely pay this fee will result in the inability to move forward through interconnection and the interconnection application will be withdrawn. The participation fee may be changed at any time with the approval of the Commission.
- f. The Company may publicly post the following information about each interconnection application submitted by projects whose interconnection application was submitted in the area of the Company's portal for Community Solar Garden applications: Community Solar Garden location (city and county), name of the owner of the Community Solar Garden, Nameplate Capacity, application identification number, then-current estimated in-service date as of date of posting information if one has been

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM (CONTINUED)**

Section No. 9
Original Sheet No. 99.17

been derived, feeder name, whether or not a feeder upgrade is expected to be required for the specific application, initial indicative cost estimate as set forth in the interconnection agreement, date of signed interconnection agreement, and whether or not the application is in commercial operation. This publicly posted information may be updated over time and initial or prior postings of this information may change over time.

- g. Notwithstanding any other law, a subscriber organization or a subscriber must not be deemed a utility solely as a result of the subscriber organization's or subscriber's participation in a community solar garden.
- h. If at any time the Department informs the Company that the Community Solar Garden no longer qualifies for the LMI Accessible Non-Legacy-CSG Program, or that the Community Solar Garden's authority to be in the LMI Accessible Non-Legacy-CSG Program has been revoked, then the Company will no longer provide Bill Credits, but instead will treat all energy produced as being unsubscribed energy until a PPA or other arrangements are made.
- i. If an applicant has applied to the Department for participation in the LMI Accessible Non-Legacy-CSG Program, and the Department has approved the applicant for the LMI Accessible Non-Legacy-Program for some time in the future but not at the time the applicant receives the interconnection permission to operate from the Company, then the applicant will receive the Unsubscribed Rate until such time as the Department's approval for participation in the LMI Accessible Non-Legacy-CSG Program applies. The Company shall receive all energy, capacity and RECs under this provision for the interim time between permission to operate and the time that participation begins in the LMI Accessible Non-Legacy CSG Program.
- ~~j. If an application to the Non-Legacy CSG Program has been rejected by the Department (the "Rejected Non-Legacy Application"), then within 10 Business Days of such rejection the applicant must do one of the following and if not done in this timeframe then the interconnection application associated with this will be withdrawn and the interconnection agreement associated with this will be automatically terminated:
 - ~~i. Submit a new interconnection application in the Company's internet website-based interface for non-program distributed energy resource applications without making any Material Modifications to the machine data, equipment configuration or the interconnection site of the DER, if the applicant wants the same facility to continue in the interconnection process but not be associated with any form of a community solar garden; or,~~
 - ~~ii. Withdraw the interconnection application and terminate the interconnection agreement. Where a new application has been submitted under (i) above, then the new application will have the same queue position and keep the same interconnection status as the Rejected Non-Legacy Application, and the Rejected Non-Legacy Application will be automatically withdrawn.~~~~

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

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM SUBSCRIBER AGENCY
AGREEMENT AND PRIVACY POLICIES**

Section No. 9
Original Sheet No. 99.18

Subscriber Agency Agreement and Consent Form

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

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

Subscriber Name: _____	Subscriber Service Address where receiving electrical service from Northern States Power Company: _____ _____
Subscriber's Account Number with Northern States Power Company: _____	Subscriber Mailing Address (if different from above): _____ _____

Northern States Power Company Contact Information Mailing Address: _____ Phone: _____ Email: _____ Fax: _____

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM SUBSCRIBER AGENCY
AGREEMENT AND PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.19

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

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

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

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

4. Information Sharing. Participating in the Community Solar Garden Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Usage Data** (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM SUBSCRIBER AGENCY
AGREEMENT AND PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.20

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

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Community Solar Garden Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Community Solar Garden Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Subscriber Organization ~~Community Solar Garden Operator~~ will not use aggregated information for purposes unrelated to the Community Solar Garden Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Subscriber Organization ~~Community Solar Garden Operator~~ pursuant Section 4.a above.

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
 GARDEN PROGRAM SUBSCRIBER AGENCY
 AGREEMENT AND PRIVACY POLICIES (CONTINUED)**

Section No. 9
 Original Sheet No. 99.21

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

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

g. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the ~~Subscriber Organization Community Solar Garden Operator~~, and to all subsequent successors or assigns, without the need for Subscriber's consent.

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

5. Subscriber Disclosures.

- a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations.
- b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the Community Solar Garden program.
- c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.
- d. Northern States Power Company will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.
- e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Northern States Power Company will not provide any other

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

**~~NON-LEGACY LMI ACCESSIBLE~~ COMMUNITY SOLAR
GARDEN PROGRAM SUBSCRIBER AGENCY
AGREEMENT AND PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.22

information, including personally identifiable information such as your Social Security Number or any financial account number to the data recipient through this consent form.
f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: xcelenergy.com.

Subscriber's Name: _____

Subscriber's Signature: _____

Print or Type name and
Title of signatory if Subscriber
is a corporation or unit of
government: _____

Date: _____

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
 GARDEN PROGRAM SUBSCRIBER AGENCY
 AGREEMENT AND PRIVACY POLICIES (CONTINUED)**

Section No. 9
 Original Sheet No. 99.23

Exhibit 1 to Subscriber Agency Agreement and Consent Form

**Data Privacy Policies of Northern States Power Company Pertaining to
 the LMI Accessible Non-Legacy Community Solar Garden Program**

The data privacy policies of Northern States Power Company (the “Company”) pertaining to the LMI Accessible Non-Legacy Community Solar Garden Program are as follows and may be changed from time to time as filed in the Company’s tariff or as otherwise may be authorized by the Minnesota Public Utilities Commission (“MPUC”):

Definitions

Unless indicated otherwise, the same definition and meaning of terms in this document are the tariff of the Company for LMI Accessible Non-Legacy Community Solar Garden Program. For ease of reference, here are some of the specific definitions:

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

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

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

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

“Subscriber’s Energy Usage Data” means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber’s electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden.

Overview

This section addresses how Subscriber’s Account Information and Subscriber’s Energy Usage Data will be collected, used and shared as part of participation in the LMI Accessible Non-Legacy Community Solar Garden Program. [E](#)

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM SUBSCRIBER AGENCY
AGREEMENT AND PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.24

a. Subscriber Specific Information

Once a Subscriber's information has been entered by the ~~Subscriber Organization Community Solar Garden Operator~~ into the Company's systems, an ongoing data exchange will occur between the Company and a ~~Subscriber Organization Community Solar Garden Operator~~ (and their designated subcontractors and agents):

- (i) The Company will disclose the following Subscriber-specific information to the ~~Subscriber Organization Community Solar Garden Operator~~:
 - Subscriber's Account Information
 - Subscriber's Energy Usage Data
 - Bill credits
- (ii) The ~~Subscriber Organization Community Solar Garden Operator~~ will disclose to the Company the following Subscriber-specific information:
 - Subscriber's Account Information
 - Community Solar Garden Allocation for each Subscriber's Subscription stated in kW
 - Production data related to the PV System
 - Monthly Subscription Information

b. Aggregated Subscriber Information

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

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

2. How Subscriber's Information Will Be Used

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data will be used as part of the ~~LMI Accessible Non-Legacy~~ Community Solar Garden Program.

a. Program Management

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

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM SUBSCRIBER AGENCY
AGREEMENT AND PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.25

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

b. Permitted Public Reporting

The Subscriber's Energy Usage Data of each participating Subscriber to a Community Solar Garden may be combined and reported in the aggregate by the ~~Subscriber Organization Community Solar Garden Operator~~ in its annual report.

c. Prohibited Reporting or Sharing

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

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

3. Subscriber Data Access and Correction

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

a. Information Available from the Company

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM SUBSCRIBER AGENCY
AGREEMENT AND PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.26

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

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

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

b. Information Available from the ~~Subscriber Organization Community Solar Garden Operator~~

Subscribers and prospective subscribers can contact the ~~Subscriber Organization Community Solar Garden Operator~~ to obtain all additional information.

- Future costs and benefits of the Subscription, including:
 - i. All nonrecurring (i.e., one-time) charges;
 - ii. All recurring charges;
 - iii. Terms and conditions of service;
 - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
 - v. Whether the Subscriber may be required to sign a term contract;
 - vi. Terms and conditions for early termination;
 - vii. Any penalties that the Community Solar Garden may charge to the Subscriber;
 - viii. The process for unsubscribing and any associated costs;
 - ix. An explanation of the Subscriber data the ~~Subscriber Organization Community Solar Garden Operator~~ will share with Northern States Power Company and that Northern States Power Company will share with the ~~Subscriber Organization Community Solar Garden Operator~~;
 - x. The data privacy policies of Northern States Power Company and of the ~~Subscriber Organization Community Solar Garden Operator~~;
 - xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;
 - xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**NON-LEGACY LMI ACCESSIBLE COMMUNITY SOLAR
GARDEN PROGRAM SUBSCRIBER AGENCY
AGREEMENT AND PRIVACY POLICIES (CONTINUED)**

Section No. 9
Original Sheet No. 99.27

- xiii. Allocation of unsubscribed production; and
xiv. A statement that the ~~Subscriber Organization Community Solar Garden Operator~~ is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

- Copy of the Northern States Power Company tariff for the ~~LMI Accessible Non-Legacy~~ Community Solar Garden Program
- Copy of the solar panel warranty
- Description of the compensation to be paid for any underperformance
- Proof of insurance
- Proof of a long-term maintenance plan
- Current production projections and a description of the methodology used to develop production projections
- ~~Subscriber Organization Community Solar Garden Operator~~ contact information for questions and complaints
- Demonstration to the Subscriber by the ~~Subscriber Organization Community Solar Garden Operator~~ that it has sufficient funds to operate and maintain the Community Solar Garden Program

The ~~Subscriber Organization Community Solar Garden Operator~~ is solely responsible for the accuracy of the Subscriber's share of the Community Solar Garden production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information. Subscribers can submit comments to the Company on the accuracy and completeness of its annual report by contacting ~~SolarRewardsCommMN@xcelenergy.com.SRCMN@xcelenergy.com~~.

4. Data Retention

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

CERTIFICATE OF SERVICE

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

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

xx electronic filing

DOCKET No. E002/CI-23-335

Dated this 7th day of June 2024

/s/

Marie Horner
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_23-335_Official
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Kevin	Pranis	kpranis@liunagro.com	Laborers' District Council of MN and ND	81 E Little Canada Road St. Paul, MN 55117	Electronic Service	No	OFF_SL_23-335_Official
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_23-335_Official
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