



414 Nicollet Mall  
Minneapolis, MN 55401

September 15, 2015

—Via Electronic Filing—

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

RE: DRAFT TARIFFS  
COMMUNITY SOLAR GARDENS PROGRAM  
DOCKET NOS. E002/M-13-867

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits the enclosed draft tariff provisions for comment. The Company recognizes that the Commission's August 6, 2015 Order in Docket No. E002/M-13-867, including the Order's direction to the Company to file proposed tariffs within 30 days, has been stayed due to the pending petitions for rehearing, reconsideration, and clarification. Recognizing parties' interests in moving forward expeditiously, we file these draft tariff provisions ahead of our obligation to do so.

The proposed draft tariffs in Attachment A convey how our updated tariffs would be modified in order to implement the August 6 Order. To emphasize the draft nature of this filing, Attachment A has a watermark. The Commission may wish to issue a notice calling for responses and replies to these draft tariff provisions so as to synchronize Commission action when it addresses the pending petitions. In this way, we hope to facilitate the review of our proposed tariffs and minimize the potential for procedural delays.

We provide our draft tariff provisions in plain format for ease of review and to reflect the content to be inserted according to the matrix below.

| E002/M-13-867, August 6, 2015<br>Ordering Clause  | Applicable Draft Tariff Paragraph Number or Page<br>Number in Attachment “A”   |
|---|--|
| 1.2.2.a.i ( <i>demonstration of progress</i> ), iii ( <i>feeder information and prior study results</i> ), iv ( <i>50 day time frame</i> ), v ( <i>bi-weekly status calls paragraph</i> ), v ( <i>material application disputes to independent engineer</i> ) | These are in the numbered paragraphs of the “Additional Terms and Conditions” tariff insert at pages 1-10 of Attachment “A”.<br>( <i>demonstration of progress</i> ) – par. 8,<br>( <i>feeder information and prior study results</i> ) - par. 10,<br>( <i>50 day time frame</i> ) – par. 1.g and throughout,<br>( <i>bi-weekly status calls</i> ) – par. 11,<br>( <i>material application disputes</i> ) – par. 9 |
| 2.2.b ( <i>distribution system upgrades</i> ), 2.2.c ( <i>Co-Location</i> ).  | ( <i>distribution system upgrades</i> ) – par. 5.h,<br>( <i>Co-Location</i> ) – pars. 1.c, 4 and throughout.   |
| 4 ( <i>escrow</i> )   | par. 12 of Additional Terms and Conditions.  |
| 8 (REC purchase for Unsubscribed Energy)  | Pages 11-12.   |

Please note that many of the provisions in the partial settlement agreement adopted by the Commission were conceptual in nature. Accordingly, as set forth in Attachment A, more details are included to provide necessary operating details and to harmonize provisions with one another as a practical matter.

Additionally, other changes in Attachment A include provisions allowing electronic signature (page 12-13) and establishing tariff forms for assignment of the Community Solar Garden Contract (pages 13-14) and assignment of the Generation Interconnection Agreement (pages 15-16). These are believed to be non-controversial and are also intended to help the program run more smoothly.

For reference of how these proposed tariff changes fit within the existing Company tariffs, the links for the Company’s current Section 9 and Section 10 tariffs are as follows:

- [http://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me\\_Section\\_9.pdf](http://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me_Section_9.pdf)
- [http://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me\\_Section\\_10.pdf](http://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me_Section_10.pdf)

Please contact Jessica Peterson at [Jessica.k.peterson@xcelenergy.com](mailto:Jessica.k.peterson@xcelenergy.com) or 612-330-5860 if you have any questions regarding this filing.

Sincerely,

/s/

AAKASH CHANDARANA  
REGIONAL VICE PRESIDENT  
RATES AND REGULATORY AFFAIRS

Enclosure  
c: Service List

The immediately following “ADDITIONAL TERMS AND CONDITIONS” at pages 1 through 10 of this 16 page document are proposed to be added to the Section 9 tariff, beginning at Sheet 68 which currently states “Reserved for Future Use”. The phrase “Reserved for Future Use” will be deleted.

#### ADDITIONAL TERMS AND CONDITIONS

1. Definitions. As used in this section, the following definitions apply:

- a. “Co-Location” or being “Co-Located” means that two or more Community Solar Gardens exhibit characteristics of a single development including, but not limited to, common ownership structure, an umbrella sale arrangement, shared interconnection, revenue-sharing arrangements, and common debt and equity financing.
- b. “Co-Location Determination Notice” means a notice sent by the Company to applicant that the Company has determined that the application(s) for a Community Solar Garden Site exceed the Co-Location Limits.
- c. “Co-Location Limits” means the following:
  - i. For any Community Solar Garden application submitted (i.e., applicant has entered enough information into the CSG Application System for an SRC # to be assigned) on or prior to September 25, 2015, no more than 5 MW (AC) will be allowed at a Community Solar Garden Site in the aggregate.
  - ii. For any application submitted after September 25, 2015, through September 15, 2016, no more than 1 MW (AC) will be allowed at a Community Solar Garden Site in the aggregate.
- d. “Community Solar Garden Site” means one Community Solar Garden or where two or more Community Solar Gardens are Co-Located.
- e. “Engineering Scoping Study” means the engineering scoping study per Steps 3-4 of the Section 10 tariff which provides an indicative cost estimate.
- f. “Initial Application Completeness” means the requirements in tariff Section 9, sheet 67, step (i).
- g. “Interconnection Agreement Time Line” means: Where the conditions described in pars. 5-8 below are met, the Company will within 40 days on a best efforts basis, and, but not more than 50 business days, provide an Interconnection Agreement. The Interconnection Agreement will then need to be signed by the applicant and countersigned by the Company.
- h. “Study Queue” means the priority sequencing of Interconnection Applications for a certain feeder or substation waiting to be studied, or in fact being studied, as part of the Engineering Scoping Study, or which have completed the Engineering Scoping Study and which do not yet have an Interconnection Agreement signed by the Company.
- i. “Study Queue Position” means the applicant’s place in the Study Queue.

2. Scale Down. Any applicant with application(s) for a Community Solar Garden Site which in the aggregate exceed the Co-Location Limits, or who otherwise desires to scale down a Community Solar Garden Site to a lower capacity, must fulfill all of the following requirements:

- a. Applicant must identify which Community Solar Garden applications comprise the new lower capacity compliant with the Co-Location Limits. In other words, the applicant must specify which applications it will pursue under the Co-Location Limits.

- b. Applicant must submit a new site plan and one-line diagram showing each point of common coupling for the Community Solar Garden(s) comprising the scaled down Community Solar Garden Site, meter locations, and the point of interconnection (i.e., point from where the Company's existing system would be extended). These documents must be approved by the Company.

The process of scaling down does not alter Study Queue Position, except as provided below.

3. Expedited Ready. Once the applicant receives notification of Initial Application Completeness, and prior to the Company initiating the Engineering Scoping Study, the applicant must show that each application is "Expedited Ready". An application is "Expedited Ready" as of the date that all of the factors below are satisfied. The requirements for being considered Expedited Ready are:

- a. The application has received Company notice of Initial Application Completeness.
- b. Applicant has submitted a complete Appendix C (sheets 105-110 of the Section 10 tariff).
- c. Applicant has paid to Company the Engineering Scoping Study fee.
- d. If the size of the Community Solar Garden Site is greater than 1 MW (AC), applicant has shown that each Community Solar Garden application comprising the Community Solar Garden Site has met the requirements in par. 8 below.
- e. In the situations as specified below in pars. 5.c. (*applicant does not appeal to the DOC the Company Co-Location Determination Notice*), 7.c. (*the DOC or Commission rule against the applicant on its challenge to the Company Co-Location Determination Notice*), 8.c. (*the applicant has failed to show that the applications within a Community Solar Garden Site are making progress*), or 2 (*applicant has chosen to scale down*), the applications within the Community Solar Garden Site must be scaled down consistent with the provisions of par. 2 above.

The Company will provide notice to the applicant via email as to the date the application is Expedited Ready and the Interconnection Agreement Time Line begins.

#### 4. Appeals relating to Co-Location Determination

- a. The Company provided a Co-Location Determination Notice to certain applicants on or about August 18, 2015. On or before [October XX, 2015] (the date that these revised tariff sheets are originally filed ("Initial Revised Tariff Filing Date") in compliance with a Commission order authorizing the filing of these tariff sheets in compliance with the Commission's August 6, 2015 order, and any Commission order addressing rehearing petitions on that order) the applicant must submit via email a dispute to the Department of Commerce (DOC) on the Company's Co-Location Determination Notice sent on or about August 18, 2015. The Company must be copied on this email for this formal dispute resolution request to be effective. Informal efforts to resolve disputes with the Company may be made at the Applicant's discretion prior to formally initiating the dispute process.
- b. If the Company provides any subsequent Co-Location Determination Notice(s), the applicant has 10 business days from each such subsequent notice to submit via email such a dispute to the DOC for the Co-Location which is the subject of such notice. The applicant shall provide as part of this email all information and documents it relies upon for its position. The Company must be copied on this email for this request to be effective.
- c. By the later of the Initial Revised Tariff Filing Date or 5 business days of each of the above applicant dispute(s) submitted to the DOC, the Company shall respond to the DOC with an email containing all information and documents the Company relies upon for its position. A dispute delivered via email after 4:30 pm (central standard or central daylight savings time, as applicable) shall be considered to be delivered on the next business day. The applicant must be copied on this email for this response to be effective.
- d. There is an expectation that the DOC will issue its determination on each such Co-Location dispute within 30 calendar days of the dispute being submitted to it.

e. The applicant or the Company may appeal to the Commission the DOC determination by making a filing in Docket No. 13-867 within 5 business days of the DOC determination. A DOC determination delivered after 4:30 pm (central standard or central daylight savings time, as applicable) shall be considered to be delivered on the next business day. Such an appeal should include all information relied upon by that party. Responses to any such appeal are due 10 business days from the date of the filing of the appeal. No reply to the response will be allowed.

5. Interconnection Agreement Time Line Review

a. One of the requirements to be Expedited Ready above is that the applicant has paid to Company the Engineering Scoping Study fee. To help inform the applicant of the amount owed and to give the applicant time to make this payment, on or before September 18, 2015, the Company will notify each applicant of the dollar amount which the applicant owes for the Engineering Scoping Study fee for each Community Solar Garden Site which by September 4, 2015, has received Company notice of Initial Application Completeness. For applications which receive Company notice of Initial Application Completeness after September 4, 2015, the Company will notify applicant of the dollar amount owed for the Engineering Scoping Study fee within 10 business days of the Initial Application Completeness.

b. The notice provided by the Company in par. 5.a. above as to the dollar amount of the Engineering Scoping Study fee will be based on the size and complexity of the Community Solar Garden Site as asserted by the applicant as of September 4, 2015. For example, if the applicant maintains that it does not have a 10 MW Community Solar Garden Site, but instead has two separate 5 MW Community Solar Garden Sites, the notice will be based on the applicant having two separate 5 MW Community Solar Garden Sites. Each notice will be a study based on an asserted Community Solar Garden Site size of 5 MW or less. Each Community Solar Garden Site will be charged an independent Engineering Scoping Study fee that is non-refundable once the study begins. The Company by providing such notice will not be waiving its position that the Community Solar Garden Site size exceeds the Co-Location Limits.

c. If applicant receives a Company Co-Location Determination Notice but does not timely submit a dispute to the DOC as provided for in par. 4 above, and does not scale down its applications per par. 3 above, the applications will not be considered to be Expedited Ready and the application(s) will not be further considered as part of the Solar\*Rewards Community program until it meets the requirements for being Expedited Ready.

d. If applicant receives a notice of the Company's Co-Location Determination Notice and timely submits a dispute to the DOC as provided for in par. 4 above, the applications can be considered to be Expedited Ready provided that the other requirements for being Expedited Ready are met.

e. Each application which is Expedited Ready on or before the Initial Revised Tariff Filing Date will be studied based on its pre-existing Study Queue position.

f. If an application becomes Expedited Ready after the Initial Revised Tariff Filing Date, its Study Queue position will be behind all others Expedited Ready prior to it. If there are non-garden applications in the Study Queue, they will maintain their queue position and be processed along the timelines associated with the Section 10 tariff. The non-garden applications at or under 5 MW (AC) in capacity will not impact, and not be subject to, the Interconnection Agreement Time Line for the Community Solar Garden applications. A non-garden application above 5 MW (AC) capacity will be studied according to the timelines and terms in the Section 10 tariff (including the 10 MW (AC) size limitation), and any Community Solar Garden application behind it in queue will be studied, and the Interconnection Agreement Time Line will start, only after the 5+MW (AC) non-garden application has completed its Section 10 engineering studies. Any interconnection application which was associated with a Community Solar Garden application at the time of its filing may drop out of the Community Solar Garden program and continue as a non-garden distributed generation interconnection application and maintain its place in the Study Queue. Every non-garden interconnection application is subject to the Section 10 terms and timelines, and is not subject to the "Material Upgrade" limitations below.

g. Except as provided in par. 5.h.ii. below, if the applicant makes a substantial modification to its application at any point after receiving notice of Initial Application Completeness, the process of engineering review will begin again with a new Interconnection Agreement Time Line. Study Queue position will slip behind all others who are already Expedited Ready and a new Study Queue position will be determined when it is again Expedited Ready. Examples of “substantial modifications” include taking a design initially based on primary service and changing that to secondary service and vice-versa. Examples where there is no “substantial modifications” include changing panels or changes that result in no more than a plus or minus 10% difference in AC output from the originally approved design.

h. Beginning with the Initial Revised Tariff Filing Date, once a Community Solar Garden is Expedited Ready it will undergo Engineering Scoping Studies which will include among other matters the following:

i. The Company will determine whether a “Material Upgrade” to the Company network is needed to accommodate a Community Solar Garden. A Material Upgrade will not be performed.

aa. Examples of Material Upgrades that will not be performed include the following:

- New substation transformer
- Upgrade substation transformer<sup>1</sup>
- Install new feeder bay
- Install new overhead or underground feeder<sup>2</sup>
- Changes that require a substation outage

<sup>1</sup> A substation transformer upgrade is defined by the replacement of entire unit. Auxiliary relaying, instrumentation, and other minor upgrades do not fall in this category.

<sup>2</sup> This provision only applies to a switchgear substation. A switchgear substation is one that contains pre-manufactured feeder breaker assemblies.

bb. In addition, a Material Upgrade includes the following upgrades or additions resulting from the engineering indicative cost estimate which, in the aggregate, exceed \$1 million:

- Three-phase line extension on existing feeders
- Reconductor/build Line

ii. If a Material Upgrade is needed, the Company will inform the applicant that the Community Solar Garden Site size cannot be accommodated. If the Company believes that it could accommodate a lower capacity at that location compliant with the Material Upgrade threshold, it will so inform the applicant. In such a situation, the applicant would be allowed to resize the applications, and the Community Solar Garden Site would proceed at the lower capacity without a change to its Study Queue position.

iii. If no Material Upgrade is needed, the Company will develop and provide to the applicant an engineering indicative cost estimate as to the construction needed by the Company to accommodate the Community Solar Garden Site, along with providing to the applicant the total number of MWs ahead of it in the Study Queue at the time of providing the indicative cost estimate. No detailed estimates per Step 5 of the Section 10 tariff will be performed. The engineering indicative cost estimate will be provided to the applicant within the Interconnection Agreement Time Line which starts on the Initial Revised Tariff Filing Date for applications which are Expedited Ready on or before the Initial Revised Tariff Filing Date. Applications becoming Expedited Ready at a later date will have the Interconnection Agreement Time Line begin when Expedited Ready. The Interconnection Agreement Time Line is subject to the provisions in par. 6 below.

i. Beginning with the Initial Revised Tariff Filing Date, once a Community Solar Garden is Expedited Ready, the Company will have the time in the Interconnection Agreement Time Line as defined above to provide an Interconnection Agreement for signature subject to the provisions in par.6 below. The Interconnection Agreement will then need to be signed by applicant and countersigned by the Company.

j. Notwithstanding the above, based on the applicant's Study Queue position after being Expedited Ready and the Company's general knowledge of the feeder or substation, if in the Company's judgment an Engineering Scoping Study would be a needless expense because a Material Upgrade such as a new or upgraded substation transformer would be needed to accommodate any portion of the proposed Community Solar Garden Site, then the Company may so inform the applicant and refund to the applicant the Engineering Scoping Study fee without such a study being performed. However, if an Engineering Scoping Study is performed and the results show that a Material Upgrade is needed to accommodate any portion of the Community Solar Garden Site, the applicant is still responsible for the costs of that study as reflected in the Engineering Scoping Study fee which had been assessed.

6. Conditions Precedent and Conditions to Signing Interconnection Agreement

a. The Company will not provide an Interconnection Agreement for signature for a Community Solar Garden studied per par. 5 above to the applicant or to anyone behind the applicant in Study Queue, where the applicant has submitted to the DOC a timely dispute on the Co-Location Limits, and:

- i. The DOC has not yet made a determination on the issue;
- ii. The DOC has determined the issue adverse to the Company, and either:
  - time to file a timely appeal to the Commission remains, or
  - the Company has filed a timely appeal to the Commission which is still pending, or
  - the Commission has issued an order adverse to the Company and the time to file a petition for rehearing or reconsideration has not expired, or
  - such a petition for rehearing or reconsideration has been filed and is pending.

b. Where the applicant has submitted to the DOC a timely dispute on the Co-Location Limits and either:

- i. the DOC rules in favor of the applicant and the time for filing an appeal to the Commission has expired without the Company bringing such an appeal to the Commission, or
- ii. the Commission issues an order on such an appeal adverse to the Company and the time for a petition for rehearing has expired without such a petition having been filed, or the Commission issues an order denying such a petition filed by the Company

then the Company will have the later of the Interconnection Agreement Time Line as provided for in par. 5.i or the later of 5 business days from such determination or order in par. 6.b.i or ii to provide the Interconnection Agreement(s) for signature with the applicant and for those behind the applicant in Study Queue provided that the other requirements have been met. After signature by the applicant(s), the Interconnection Agreement(s) will need to be countersigned by the Company.

c. Following engineering review in par. 5 above, or par. 7 below, and subject to the provisions in pars. 6.a, 6.b, 8 and 9, the Company will, contingent on the following, provide an Interconnection Agreement for signature by the applicant to then be countersigned by the Company:

i. Applicant has made appropriate payments to the Company for construction or provided appropriate letter of credit for unpaid balance, consistent with the tariffed Interconnection Agreement. Payments and providing appropriate letter of credit for unpaid balance must be completed within 30 days of the Company notice to applicant of this payment which is due or the application will be removed from the Study Queue and the applicant will be required to start a new Community Solar Garden application if it later determines it wants to proceed.

ii. Applicant has fulfilled insurance requirements under the tariffed Interconnection Agreement.

iii. The engineering indicative cost estimate is based on the assumption that all projects ahead of the application in the Study Queue and already studied and passing engineering review will have a signed Interconnection Agreement and will proceed with all distributed generation capacity which the Company studied for those other projects. Note: If any Community Solar Garden application ahead of it in the Study Queue and so approved decides not to proceed with an Interconnection Agreement, the actual costs of engineering interconnection construction for the applicant's Community Solar Garden could be markedly different from the engineering indicative cost estimate. To help the applicant to assess the risk of this, the Company will provide to the applicant the total number of MWs ahead of it in the Study Queue at the time of providing the indicative cost estimate.

7. Procedures following Co-Location Ruling adverse to applicant on Co-Location Limits issue

a. A "DOC Co-Location Ruling Adverse to Applicant" is where applicant has timely submitted via email a dispute to the DOC per par. 4 above on the Company's Co-Location Determination Notice, and the DOC makes a determination adverse to the applicant (regardless of whether applicant has filed an appeal to the Commission).

b. A "Co-Location Final Ruling Adverse to Applicant" is where applicant has timely submitted via email a dispute to the DOC per par. 4 above on the Company's Co-Location Determination Notice, and the DOC makes a ruling in favor of the applicant, but the Company has appealed this decision to the Commission and the Commission rules on any such appeal inconsistent with allowing the applications for a Community Solar Garden Site to be processed under the program as advocated by the applicant and either the time to file a petition for rehearing or reconsideration of the Commission order has expired without such a petition being filed or such a petition has been denied.

c. Where there has been either a DOC Co-Location Ruling Adverse to Applicant or a Co-Location Final Ruling Adverse to Applicant, the Interconnection Agreement Time Line applicable to the applicant and to those behind the applicant in the Study Queue will be restarted. The Community Solar Garden Sites subject to either such ruling will need to be scaled down by the applicant and otherwise become Expedited Ready. To be considered Expedited Ready at this step, the applicant needs to comply with the requirements in par. 3 above, plus it needs completion of the requirements of par. 2 to appropriately scale down the project. If the applicant for the Community Solar Garden Site at issue has already paid the Engineering Scoping Study fee, it will need to pay an additional Engineering Scoping Study fee as a new study will be required not only for it but also for those behind it in the Study Queue. The new Engineering Scoping Study fee assessed to the applicant will be based on the Company's actual costs for conducting not only the new Engineering Scoping Study for it, but also for the new Engineering Scoping Studies for those behind it in the Study Queue.

d. The applicant will have 5 business days from the earlier of the:

- i. date of the DOC Co-Location Ruling Adverse to Applicant, or
- ii. the date the petition for rehearing or reconsideration of the Co-Location Final Ruling Adverse to Applicant Commission has expired without such a petition being filed or such a petition has been denied

to scale down its project and to otherwise become Expedited Ready to maintain its position in the Study Queue. If the applicant is not Expedited Ready within this time frame, it will be liable to pay the Company's costs to restudy those which had been behind it in Study Queue. If it is Expedited Ready for its scaled down project later than 5 business days from the earlier of the above dates it will rejoin the Study Queue in a position after all others who were Expedited Ready before it. It can not become Expedited Ready until it pays for the costs to restudy those which had been behind it in the Study Queue.

e. The Interconnection Agreement Time Line will restart as follows:

- i. If the applicant is Expedited Ready within this 5 business day time frame, the Interconnection Agreement Time Line will restart for it and for those behind it in the Study Queue 5 business days after it being Expedited Ready.

ii. If the applicant is not Expedited Ready within this 5 business day time frame, the Interconnection Agreement Time Line will restart for those behind it in the Study Queue after the expiration of this 5 business day time frame. The Interconnection Agreement Time Line for the application will restart once it is Expedited Ready.

iii. The Company will use best efforts to shorten the time frame for providing Interconnection Agreement(s) for signature by the applicant following by countersignature by the Company in this circumstance.

**8. Requirement to Show Progress for Co-Located Sites above 1 MW (AC)**

a. For Community Solar Garden Site applications where more than 1 MW(AC) are Co-Located and as of June 1, 2015 had received Company notice of Initial Application Completeness, applicant must have demonstrated to the Company three of the following by September 1, 2015: (a) site control (e.g., official documentation of deed, purchase agreement, lease or option to lease or buy; official documents or detailed proof of recordation will be accepted), (b) sufficient project financing (e.g., official documentation of letter of intent from financier to finance costs to bring Community Solar Garden to operation), (c) possession of required local permits (e.g., official land use or building permits from the applicable permitting authority), (d) providing a certification from an officer of the applicant affirming that the project complies with the requirements set forth in Federal Energy Regulatory Commission Form 556 (e.g., signed copy of FERC Form 556), (e) subscriptions for at least fifty (50) percent of project output (e.g., valid subscriptions, including a signed agency agreement, loaded in the Solar\*Rewards Community application system for at least 50 percent of the Community Solar Garden's output), and (f) equipment and panel procurement contracts (e.g., purchase order, procurement contract or receipt for equipment needed to operate solar system of the applicant's Community Solar Garden size), and (g) insurance (e.g., proof of liability insurance).

b. For Community Solar Garden Site applications where more than 1 MW(AC) are Co-Located, but which as of June 1, 2015, had not received Company notice of Initial Application Completeness, the Community Solar Garden Site applicant must have demonstrated to the Company three of the factors in the above sub-paragraph and this demonstration must have occurred within 90 days of receiving Company notice of Initial Application Completeness.

c. If the Company determines that the documentation provided under pars. 8.a. or 8.b. above to be inadequate, the Company will inform the applicant via email. The applicant will then have up to 10 business days from the later of the notification or the deadline to provide adequate documentation. If the documentation remains insufficient, the Company will cancel all Co-Located applications in excess of 1 MW (AC) that lack appropriate documentation.

**9. Requests for Independent Engineer to Resolve Material Disputes Affecting Interconnection Application**

a. Any applicant may submit interconnection disputes materially affecting the application to an independent engineer selected or approved by the DOC to ensure neutrality. The independent engineer shall be available on a standing basis to resolve disputes on the study process, including material disputes related to the Company's determination of application completeness, timeliness of application and study processing, and the cost and necessity of required study costs and distribution system upgrades. The applicant requesting such an independent engineer review shall share 50% of the costs of the independent engineer. The safety and reliability of the Company's system should be given paramount consideration in any analysis. The review of the independent engineer must use the Company's standards for building, safety, power quality, reliability and long-term stable operations for building facilities even where such standards exceed the minimum requirements set forth in the codes, standards and rules. Continuity and consistency of using Company standards is paramount for employee safety. This engineering review specifically excludes appeals relating to Co-Location Determination addressed in par. 4 above, and excludes disputes not related to the interconnection application such as disputes after interconnection has been achieved.

b. The applicant shall initiate such a request by submitting via email any such dispute to the DOC. The Company must be copied on this email for this request to be effective. The submission of a

such a dispute to the independent engineer may take place before the applicant is Expedited Ready, after being Expedited Ready but before a signed Interconnection Agreement, or after the Interconnection Agreement is signed but only related to issues occurring prior to initial energization of the Generation System.

c. Such a dispute which is submitted before the applicant is Expedited Ready or after the Interconnection Agreement is signed shall not affect Study Queue position.

d. A dispute which is submitted after an Interconnection Agreement is signed is limited to disputes on the actual costs incurred by the Company to interconnect the Community Solar Garden. A condition precedent to filing such a dispute is that the applicant must have first paid the amount in controversy. Such a dispute must be brought within 60 days of the date the bill is mailed or electronically sent by the Company under Section 10, Sheet 117, par. V.2.b.iii.

e. A dispute which is submitted after an application is Expedited Ready but before the Interconnection Agreement is signed may impact processing in the Study Queue for the applicant and for those behind the applicant in queue. If the issues presented to the independent engineer are in the Company's judgment so significant that they may impact the results of the engineering indicative cost study or impact as a practical matter how the Company studies the application or those in queue behind the applicant, then the Company may send notice to the applicant and to those behind the applicant in queue that it will not sign an Interconnection Agreement until the dispute raised to the independent engineer is resolved. Similarly, if the consequence of the independent engineer's determination (or any determination as affirmed or reversed by the Commission if any such appeal is taken) is that the scope of assumptions in the Engineering Scoping Cost study must be redone, then such studies will be redone and the Interconnection Agreement Time Line will be reset accordingly for all applications impacted by this determination.

f. Once a dispute is submitted, the independent engineer will determine what additional information is needed from the applicant and/or the Company and when that information is needed. Both the applicant and the Company shall be included on all emails and communications to and from the independent engineer. The independent engineer will make a determination of the issues in a written report which provides a description of the pertinent facts, the conclusions and basis for the conclusions.

g. There is an expectation that the independent engineer will issue its written determination on such a dispute within 30 calendar days of the dispute being submitted to it. The independent engineer will provide a copy of such report via email to both the applicant and the Company.

h. The applicant or the Company may appeal to the Commission the determination of the independent engineer by making a filing in Docket No. 13-867 within 5 business days of the delivery of the determination. A report delivered after 4:30 pm (central standard or central daylight savings time, as applicable) shall be considered to be delivered on the next business day. Such an appeal should include all information relied upon by that party. Responses to any such appeal are due 10 business days from the date of the filing of the appeal. No reply to the response will be allowed.

#### 10. Capacity Screen

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

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

- i) Substation name
  - ii) Distance from Substation
  - iii) Substation transformer nameplate capacity
  - iv) Substation transformer minimum daytime load
  - v) Substation transformer maximum load
  - vi) Feeder name
  - vii) Feeder Voltage
  - viii) Feeder minimum daytime load
  - ix) Feeder maximum load
  - x) Presence of a voltage regulator
  - xi) Presence of a reclosure
  - xii) Distributed resources in operation per feeder and substation
  - xiii) Distributed energy resources in the interconnection queue or Study Queue per feeder and substation
  - xiv) Conductor size and material
- c. The study results for previously studied projects will consist of the following when available:
- i) Distributed Energy Resource Type
  - ii) Approximate POI distance from substation
  - iii) Facility AC Nameplate Requested
  - iv) Facility AC Nameplate Approved
  - v) Non-unity DER Power Factor Required? (Y/N)
  - vi) Line Reconductor or Rebuild Required? (Y/N)
  - vii) Protection Upgrades Required? (Y/N)
  - viii) Voltage Regulation Upgrades Required? (Y/N)
  - ix) Date study results delivered
- d. The applicant at the time of the request for this information must also pay a fee of \$250.00 per request, and each request is on a per feeder basis based on the specific location of a proposed Community Solar Garden Site. There is no requirement that there be an actual application submitted in the CSG Application System for the specific location of the proposed Community Solar Garden Site which is the subject of the request. The above 15 business day response time begins upon providing such a request along with the required payment.

#### 11. Engineering Communication

Upon request of either party, the Company and any applicant for a Community Solar Garden shall each identify one point of contact with technical expertise for their organizations. Upon the request of either party, bi-weekly status calls shall be established.

#### 12. Escrow

The Company will allow for the use of an escrow agreement for deposits made and will facilitate the transfer of deposits currently held by the Company into escrow upon the applicant's request and at the applicant's cost. Wherever this tariff or the Standard Contract for Solar\*Rewards Community requires a deposit, those provisions shall be read to allow an escrow agreement as described below to qualify as a deposit. In such a situation, the Company will not pay any interest on the funds held in escrow, but instead the applicant's interest on those funds held in escrow will depend on the terms of the escrow agreement with the bank. All bank fees relating to the escrow shall be paid by the applicant.

- a. The Company will allow an applicant to deposit the deposit for an application into an escrow account arrangement that the Company has arranged with a bank. If the applicant has already paid the deposit to the Company, then the Company will withdraw the applicable funds (together with any interest accrued to that time) from the amounts held by it on deposit and pay those funds into the escrow after execution of the escrow documentation.
- b. The Company will consent to applicant granting a security interest in funds on deposit in the escrow account.

c. Each separate Community Solar Garden shall have a separate escrow account or subaccount. However, different Community Solar Gardens which are part of the same Community Solar Garden Site may participate in the same escrow account or subaccount provided that no more than one entity has a security interest in the funds in a given escrow account.

d. If applicant (or any party acting on behalf of applicant, including any party to whom applicant has granted a security interest in the escrow funds) causes funds to be disbursed from the escrow account and as a result the funds on deposit in the escrow account are less than the amount required to be on deposit for the application, then applicant shall be deemed to have irrevocably requested the Company to withdraw such application(s) from the Solar\*Rewards Community Program for each Community Solar Garden Site associated with that escrow account, and the Company shall terminate and cancel such application(s). In such a situation, any signed Interconnection Agreement will still be in place until terminated under the provisions of section VII of the Interconnection Agreement; however, the Generation System which is the subject of the Interconnection Agreement can not be used as part of the Solar\*Rewards Community program.

e. If the escrow agent shall disburse funds from the escrow account for the purpose of paying fees or other amounts due to escrow agent or any related party pursuant to the escrow documentation, and as a result the funds on deposit in the escrow account are less than an amount equal to ninety percent (90%) of the amount required to be on deposit for the application, then applicant shall be deemed to have irrevocably requested the Company to withdraw the application(s) from the Solar\*Rewards Community Program for each Community Solar Garden Site associated with that escrow account, and the Company shall terminate and cancel such application(s) from the Solar\*Rewards Community Program. In such a situation, any signed Interconnection Agreement will still be in place until terminated under the provisions of section VII of the Interconnection Agreement; however, the Generation System which is the subject of the Interconnection Agreement can not be used as part of the Solar\*Rewards Community program.

Additional changes on other tariff sheets to fully reflect the above  
**ADDITIONAL TERMS AND CONDITIONS:**

Add the following language as part of a new par. 5 B of the garden contract on Section 9, Sheet 75 (showing differences from the Section 10 tariff):

To the extent to which the ADDITIONAL TERMS AND CONDITIONS set forth in Section 9, Sheets 68 through 68.XX differ from the Section 10 tariff, these ADDITIONAL TERMS AND CONDITIONS shall control.

Add the following language to replace the current par. 6.E of the garden contract on Section 9, Sheet 76:

The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheets 68 through 68.XX, fully apply.

With the new definition of Community Solar Garden Site above, need to make the following redline changes to the wording in existing Section 9 tariff:

Section 9, Sheet 70:

“Community Solar Garden ~~Location~~Site” is the location of the single point of common coupling located at the production meter for the Community Solar Garden associated with the parcel or

parcels of real property on which the PV System will be constructed and located, including any easements, rights of way, and other real-estate interests reasonably necessary to construct, operate, and maintain the garden. Multiple Community Solar Garden ~~Locations~~Sites may be situated in close proximity to one another in order to share in distribution infrastructure.

...

g. 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 ~~where~~ the Community Solar Garden ~~Location~~Site is located;

#### Section 9, Sheet 78:

O. ... The Community Solar Garden Operator acknowledges and agrees that the Company may publicly disclose the Community Solar Garden Location~~Site~~, Community Solar Garden Operator, nameplate capacity and generation data of the Community Solar Garden. ...

#### Complementary changes to Section 10 tariff to reflect the above Additional Requirements:

#### Redline changes to Section 10, Sheets 125-126:

##### G) ENTIRE AGREEMENT

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties with regard to the interconnection of the Generation System of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements, or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. Each party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated attachments, exhibits and appendices. Notwithstanding this paragraph, if the Interconnection Agreement is in connection with a Solar\*Rewards Community application, then the provisions in the Section 9 tariff applicable to the Solar\*Rewards Community Program also apply.

#### Section 10, Sheet 100, after Step 11, add the following:

Note: .If the Interconnection Application is in connection with a Solar\*Rewards Community application, then the provisions in the Section 9 tariff applicable to the Solar\*Rewards Community Program also apply.

#### Changes to set amount to be paid for Unsubscribed Energy, consistent with ordering point 8. Redline changes to Section 9, Sheet 73, par. 1:

... 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 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 ...

redline changes to Section 9, Sheet 85, par. 14:

... 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. ~~The Company will transfer the RECs associated with Unsubscribed Energy annually to the Community Solar Garden Operator, provided the Community Solar Garden Operator completes all actions required to receive these RECs, including but not limited to maintaining an active account in the Midwest Renewable Energy Tracking System (M-RETS) or its successor and makes such requests within 6 months of the production of the Unsubscribed Energy.~~

redline changes to Section 9, Sheet 86, par. 14.C:

... 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.

Technical changes to clearly authorize E-signatures.

redline change to Section 9, Sheet 66:

j. All terms and conditions apply as stated in the tariffed Standard Contract for Solar\*Rewards Community between the Company and the garden operator (as may be varied by terms of any revised tariff, any amended contract or individually negotiated contract between the parties which has been approved or been deemed to have been approved by the Commission). Consistent with the Uniform Electronic Transactions Act, Minn. Stat. § 325L.01, et seq. and any successor thereto, electronic signatures on documents relating to the Solar\*Rewards Community program are not required but may be allowed, such as applications to the program, the Standard Contract for Solar\*Rewards Community, the Subscriber Agency Agreement and Consent Form, applications for interconnection under the Section 10 tariff, the Section 10 tariff Interconnection Agreement, and other forms and communications exchanged between the parties. However, the Company may still insist on original hard copy signatures on Letters of Credit, escrow documents, or other financial instruments associated with the program. Where electronic signatures are provided, they shall have the same effect as original signatures. Electronically stored versions of such documents shall have the same validity as the original.

redline change to Section 9, Sheet 88:

**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.

Add the following Assignment of Contract provisions on new tariff sheets in the Section 9 tariff:

**ASSIGNMENT OF  
STANDARD CONTRACT FOR SOLAR\*REWARDS COMMUNITY**

A Standard Contract for Solar\*Rewards Community, 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 Community Solar Garden Operator 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 Community Solar Garden Operator 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 Salesforce system relating to the Community Solar Garden.
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]**

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

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

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

\_\_\_\_\_  
**Assignee – [insert actual name]**

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

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

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

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

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

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

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

Add the following Assignment of Contract provisions on new tariff sheets in the Section 10 tariff following sheet 134:

**ASSIGNMENT OF  
INTERCONNECTION AGREEMENT**

An Interconnection Agreement, including any and all Exhibits thereto ("Contract") having been made as of [insert date of Interconnection Agreement] (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 Interconnection Agreement] ("Assignor") for a Generation System with a nameplate capacity of \_\_\_\_\_ kW (AC) located at [insert address]; and

**WHEREAS**, the Assignor intends to convey its interest in the above-referenced Generation System to [insert name of new purchaser of the Service Address] ("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 Interconnection Customer 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 contact information, including name, primary contact, address, telephone number and email address for the Assignee is as follows, and this information amends the Notice provisions in Section XII.B.1.b of the Contract:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. 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]**

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

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

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

\_\_\_\_\_  
**Assignee – [insert actual name]**

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

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

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

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

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

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

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

Draft Tariff Proposed Terms

## CERTIFICATE OF SERVICE

I, Carl Cronin, 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/M-13-867**

Dated this 15th day of September 2015

/s/

---

Carl Cronin  
Regulatory Administrator

| First Name | Last Name    | Email                            | Company Name                                 | Address  | Delivery Method    | View Trade Secret | Service List Name                                  |
|------------|--------------|----------------------------------|--|--|--------------------|-------------------|--|
| Ross       | Abbey        | ross@mysunshare.com              | SunShare, LLC                                | 609 S. 10th Street<br>Suite 210<br>Minneapolis,<br>MN<br>55404     | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Michael    | Allen        | michael.allen@allenergysolar.com | All Energy Solar                             | 721 W 26th st Suite 211<br><br>Minneapolis,<br>Minnesota<br>55405  | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Julia      | Anderson     | Julia.Anderson@ag.state.mn.us    | Office of the Attorney<br>General-DOC        | 1800 BRM Tower<br>445 Minnesota St<br>St. Paul,<br>MN<br>551012134 | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Sara       | Baldwin Auck | sarab@irecusa.org                | Interstate Renewable<br>Energy Council, Inc. | 774 E 3rd Ave<br><br>Salt Lake City,<br>UT<br>84103                | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Kenneth    | Bradley      | kbradley1965@gmail.com           |  | 2837 Emerson Ave S Apt<br>CW112<br><br>Minneapolis,<br>MN<br>55408 | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Michael J. | Bull         | mbull@mncee.org                  | Center for Energy and<br>Environment         | 212 Third Ave N Ste 560<br><br>Minneapolis,<br>MN<br>55401         | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Jessica    | Burdette     | jessica.burdette@state.mn.us     | Department of Commerce                       | 85 7th Place East<br>Suite 500<br>St. Paul,<br>MN<br>55101         | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Joel       | Cannon       | jcannon@tenksolar.com            | Tenk Solar, Inc.                             | 9549 Penn Avenue S<br><br>Bloomington,<br>MN<br>55431              | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| John J.    | Carroll      | jcarroll@newportpartners.com     | Newport Partners, LLC                        | 9 Cushing, Suite 200<br><br>Irvine,<br>California<br>92618         | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Arthur     | Crowell      | Crowell.arthur@yahoo.com         | A Work of Art Landscapes                     | 234 Jackson Ave N<br><br>Hopkins,<br>MN<br>55343                   | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |

| First Name | Last Name | Email                               | Company Name                       | Address  | Delivery Method            | View Trade Secret | Service List Name                           |
|------------|-----------|-------------------------------------|------------------------------------|--|----------------------------|-------------------|---|
| Dustin     | Denison   | dustin@appliedenergyinnovations.org | Applied Energy Innovations         | 4000 Minnehaha Ave S<br>Minneapolis,<br>MN<br>55406  | Electronic Service         | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| James      | Denniston | james.r.denniston@xcelenergy.com    | Xcel Energy Services, Inc.         | 414 Nicollet Mall, Fifth Floor<br>Minneapolis,<br>MN<br>55401                                      | Electronic Service         | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Ian        | Dobson    | ian.dobson@ag.state.mn.us           | Office of the Attorney General-RUD | Antitrust and Utilities Division<br>445 Minnesota Street,<br>BRM Tower<br>St. Paul,<br>MN<br>55101 | Electronic Service<br>1400 | Yes               | SPL_SL_13-867_Community Solar Garden - Xcel |
| Bill       | Droessler | bdroessler@iwla.org                 | Izaak Walton League of America-MWO | 1619 Dayton Ave Ste 202<br>Saint Paul,<br>MN<br>55104  | Electronic Service         | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Betsy      | Engelking | betsy@geronimoenergy.com            | Geronimo Energy                    | 7650 Edinborough Way<br>Suite 725<br>Edina,<br>MN<br>55435   | Electronic Service         | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| John       | Farrell   | jfarrell@ilsr.org                   | Institute for Local Self-Reliance  | 1313 5th St SE #303<br>Minneapolis,<br>MN<br>55414   | Electronic Service         | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Sharon     | Ferguson  | sharon.ferguson@state.mn.us         | Department of Commerce             | 85 7th Place E Ste 500<br>Saint Paul,<br>MN<br>551012198   | Electronic Service         | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Nathan     | Franzen   | nathan@geronimoenergy.com           | Geronimo Energy                    | 7650 Edinborough Way<br>Suite 725<br>Edina,<br>MN<br>55435   | Electronic Service         | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Hal        | Galvin    | halgalvin@comcast.net               | Provectus Energy Development llc   | 1936 Kenwood Parkway<br>Minneapolis,<br>MN<br>55405  | Electronic Service         | No                | SPL_SL_13-867_Community Solar Garden - Xcel |

| First Name | Last Name | Email                          | Company Name                                  | Address   | Delivery Method    | View Trade Secret | Service List Name                                  |
|------------|-----------|--------------------------------|---|---|--------------------|-------------------|--|
| Allen      | Gleckner  | gleckner@fresh-energy.org      | Fresh Energy                                  | 408 St. Peter Street<br>Ste 220<br>Saint Paul,<br>Minnesota<br>55102    | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Todd J.    | Guerrero  | todd.guerrero@kutakrock.com    | Kutak Rock LLP                                | Suite 1750<br>220 South Sixth Street<br>Minneapolis,<br>MN<br>554021425 | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Timothy    | Gulden    | info@winonarenewableenergy.com | Winona Renewable Energy, LLC                  | 1449 Ridgewood Dr<br><br>Winona,<br>MN<br>55987                         | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Michael    | Harvey    | mike@weknowsolar.com           | We Know Solar                                 | 265 Mounds View Rd<br>Suite #1<br>River Falls,<br>WI<br>54022           | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Duane      | Hebert    | duane.hebert@novelenergy.biz   | Novel Energy Solutions                        | 1628 2nd Ave SE<br><br>Rochester,<br>MN<br>55904                        | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Lynn       | Hinkle    | lhinkle@mnseia.org             | Minnesota Solar Energy Industries Association | 2512 33rd Ave South #2<br><br>Minneapolis,<br>MN<br>55406               | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Jim        | Horan     | Jim@MREA.org                   | Minnesota Rural Electric Association          | 11640 73rd Ave N<br><br>Maple Grove,<br>MN<br>55369                     | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Jan        | Hubbard   | jan.hubbard@comcast.net        |   | 7730 Mississippi Lane<br><br>Brooklyn Park,<br>MN<br>55444              | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| John S.    | Jaffray   | jjaffray@jrpowers.com          | JJR Power                                     | 350 Highway 7 Suite 236<br><br>Excelsior,<br>MN<br>55331                | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |
| Eric       | Jensen    | ejensen@iwla.org               | Izaak Walton League of America                | Suite 202<br>1619 Dayton Avenue<br>St. Paul,<br>MN<br>55104             | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |

| First Name | Last Name | Email                          | Company Name                       | Address  | Delivery Method    | View Trade Secret | Service List Name                           |
|------------|-----------|--------------------------------|------------------------------------|--|--------------------|-------------------|---|
| Linda      | Jensen    | linda.s.jensen@ag.state.mn.us  | Office of the Attorney General-DOC | 1800 BRM Tower 445 Minnesota Street<br><br>St. Paul, MN 551012134  | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Michael    | Kampmeyer | mkampmeyer@a-e-group.com       | AEG Group, LLC                     | 260 Salem Church Road<br><br>Sunfish Lake, Minnesota 55118         | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Brad       | Klein     | bklein@elpc.org                | Environmental Law & Policy Center  | 35 E. Wacker Drive, Suite 1600<br><br>Suite 1600 Chicago, IL 60601 | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Madeleine  | Klein     | mklein@socoreenergy.com        | SoCore Energy                      | 225 W Hubbard Street<br>Suite 200<br>Chicago, IL 60654             | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| John       | Kluempke  | jwkluempke@winlectric.com      | Elk River Winlectric               | 12777 Meadowvale Rd<br><br>Elk River, MN 55330                     | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Jon        | Kramer    | jk2surf@aol.com                | Sundial Solar                      | 4708 york ave. S<br><br>Minneapolis, MN 55410                      | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Michael    | Krause    | michaelkrause61@yahoo.com      | Kandiyo Consulting, LLC            | 433 S 7th Street<br>Suite 2025<br>Minneapolis, Minnesota 55415     | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Holly      | Lahd      | lahd@fresh-energy.org          | Fresh Energy                       | 408 St. Peter Street Ste 220<br><br>St. Paul, MN 55102             | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Dean       | Leischow  | dean@sunriseenergyventures.com | Sunrise Energy Ventures            | 601 Carlson Parkway, Suite 1050<br><br>Minneapolis, MN 55305       | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |

| First Name | Last Name     | Email                                | Company Name               | Address  | Delivery Method    | View Trade Secret | Service List Name                           |
|------------|---------------|--------------------------------------|----------------------------|--|--------------------|-------------------|---|
| Rebecca    | Lundberg      | rebecca.lundberg@powerfullygreen.com | Powerfully Green           | 11451 Oregon Ave N<br>Champlin,<br>MN<br>55316                           | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Casey      | MacCallum     | casey@appliedenergyinnovations.org   | Applied Energy Innovations | 4000 Minnehaha Ave S<br>Minneapolis,<br>MN<br>55406                      | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Erica      | McConnell     | emcconnell@kfwlaw.com                | Keyes, Fox & Wiedman LLP   | 436 14th Street, Suite 1305<br>Oakland,<br>California<br>94612           | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Thomas     | Melone        | Thomas.Melone@AllcoUS.com            | Minnesota Go Solar LLC     | 222 South 9th Street<br>Suite 1600<br>Minneapolis,<br>Minnesota<br>55120 | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Jenny      | Monson Miller | jmonson-miller@mysunshare.com        | SunShare                   | 609 S. 10th St., Ste 210<br>Minneapolis,<br>MN<br>55404                  | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Andrew     | Moratzka      | apmoratzka@stoel.com                 | Stoel Rives LLP            | 33 South Sixth Street<br>Suite 4200<br>Minneapolis,<br>MN<br>55402       | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Martin     | Morud         | mmorud@trunorthsolar.com             | Tru North Solar            | 5115 45th Ave S<br>Minneapolis,<br>MN<br>55417                           | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Rolf       | Nordstrom     | rnordstrom@gpisd.net                 | Great Plains Institute     | 2801 21ST AVE S STE 220<br>Minneapolis,<br>MN<br>55407-1229              | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Jeff       | O'Neill       | jeff.oneill@ci.monticello.mn.us      | City of Monticello         | 505 Walnut Street<br>Suite 1<br>Monticello,<br>Minnesota<br>55362        | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Dan        | Patry         | dpatry@sunedison.com                 | SunEdison                  | 600 Clipper Drive<br>Belmont,<br>CA<br>94002                             | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |

| First Name | Last Name      | Email                             | Company Name                            | Address   | Delivery Method    | View Trade Secret | Service List Name                           |
|------------|----------------|-----------------------------------|---|---|--------------------|-------------------|---|
| Jeffrey C  | Paulson        | jeff.jcplaw@comcast.net           | Paulson Law Office, Ltd.                | 7301 Ohms Ln Ste 325<br>Edina,<br>MN<br>55439                             | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Donna      | Pickard        | dpickard@aladdinsolar.com         | Aladdin Solar                           | 1215 Lilac Lane<br>Excelsior,<br>MN<br>55331                              | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Gayle      | Prest          | gayle.prest@minneapolisn.gov      | City of Mpls Sustainability             | 350 South 5th St, #315<br>Minneapolis,<br>MN<br>55415                     | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Matthew J. | Schuerger P.E. | mjsreg@earthlink.net              | Energy Systems Consulting Services, LLC | PO Box 16129<br>St. Paul,<br>MN<br>55116                                  | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Doug       | Shoemaker      | dougs@mnRenewables.org            | MRES                                    | 2928 5th Ave S<br>Minneapolis,<br>MN<br>55408                             | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Eric       | Swanson        | eswanson@winthrop.com             | Winthrop Weinstine                      | 225 S 6th St Ste 3500<br>Capella Tower<br>Minneapolis,<br>MN<br>554024629 | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Thomas P.  | Sweeney III    | tom.sweeney@easycleanenergy.com   | Clean Energy Collective                 | P O Box 1828<br>Boulder,<br>CO<br>80306-1828                              | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| SaGonna    | Thompson       | Regulatory.records@xcelenergy.com | Xcel Energy                             | 414 Nicollet Mall FL 7<br>Minneapolis,<br>MN<br>554011993                 | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Pat        | Treseler       | pat.jcplaw@comcast.net            | Paulson Law Office LTD                  | Suite 325<br>7301 Ohms Lane<br>Edina,<br>MN<br>55439                      | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |
| Jason      | Willett        | jason.willett@metc.state.mn.us    | Metropolitan Council                    | 390 Robert St N<br>Saint Paul,<br>MN<br>55101-1805                        | Electronic Service | No                | SPL_SL_13-867_Community Solar Garden - Xcel |

| First Name | Last Name | Email                    | Company Name     | Address   | Delivery Method    | View Trade Secret | Service List Name                                  |
|------------|-----------|--------------------------|------------------|---|--------------------|-------------------|--|
| Daniel     | Williams  | DanWilliams.mg@gmail.com | Powerfully Green | 11451 Oregon Avenue N<br>Champlin,<br>MN<br>55316 | Electronic Service | No                | SPL_SL_13-<br>867_Community Solar<br>Garden - Xcel |