



September 27, 2018

VIA ELECTRONIC FILING

Minnesota Public Utilities Commission
121 7th Place East
Suite 350
Saint Paul, MN 55101-2147

Re: Reply Comments of the Ideal Energies, LLC on Xcel Energy's Proposed Tariff Rates to Solar*Rewards and Solar*Rewards Community Customer Contracts

PUC Docket No: E002/M-18-381: In the Matter of Solar*Rewards Program and Community Solar Garden Program Tariff Updates

Dear Commissioners:

iDEAL Energies, LLC, ("iDEAL") hereby submits reply comments in response to the Notice of Supplemental Comment Period issued by the Minnesota Public Utilities Commission ("Commission") on August 27, 2018 in the above-referenced docket. For the reasons stated in its comments submitted on September 17 and in the reply comments below, iDEAL requests that the Commission decline to adopt Xcel Energy's ("Xcel") proposed tariff revisions and order Xcel to submit modified tariff revisions consistent with the actual and intended requirements of Minn. Stat. § 116C.7792, as revised.

Reply Comments

- 1. Xcel's interpretation of revised Minn. Stat. § 116C.7792 ignores the plain meaning of the statute and established rules of statutory construction.**

In its Supplemental Comments, Xcel correctly characterizes iDEAL's reading of revised Minn. Stat. § 116C.7792 that "any prohibition on aggregate size per premise should only apply to systems receiving Solar*Rewards incentives (not all systems at the premises) regardless of when the Solar*Rewards systems are installed."¹ Xcel argues that in advancing this reading,

¹ Xcel Supplemental Comments at 2.

iDEAL seeks to “fundamentally change the meaning of the statute” by adding words that are not there.² This, Xcel contends, violates established rules of statutory interpretation.

In fact, it is Xcel that casts aside established rules of statutory construction to advance an interpretation with no grounding in the plain meaning or purposes of revised § 116C.7792. iDEAL’s interpretation does not read words into the statute for the simple reason that the operative phrase of the statute (“provided that the aggregate capacity of all systems at the customer location does not exceed 40 kilowatts”), when read in *context*, dictates the meaning that iDEAL advances. As iDEAL explained in Part (a) of its principal comments, there was no need for the Legislature to explicitly clarify that “all systems” referenced in the above phrase were those “receiving the Solar*Rewards incentive” because the context of that second sentence clarifies exactly that. Xcel’s restrictive interpretation of “all systems” is predicated on reading that phrase in isolation and out of context in prohibition of established rules of statutory construction that Minnesota courts have reaffirmed time and time again.³

2. If the competing interpretations advanced by iDEAL and Xcel are both plausible, iDEAL’s interpretation must be accepted.

It’s also worth reemphasizing that even if the Commission believes the interpretations of revised § 116C.7792 advanced by iDEAL and Xcel are each reasonable, iDEAL’s interpretation must be accepted. On several occasions in its Supplemental Comments, Xcel refers to its interpretation of revised § 116C.7792 as a “reasonable” construction of the statute.⁴ Assuming that is the case, iDEAL’s interpretation is *at the least* equally reasonable, meaning that § 116C.7792 is at best ambiguous as to whether “all systems” refers to all systems receiving the incentive or all solar capacity now or ever installed. If the Commission concludes that revised § 116C.7792 is ambiguous, the Commission must look to codified tools of statutory interpretation to ascertain legislative intent, including the purpose of the revisions, the legislative history of the revisions, and the negative consequences of Xcel’s misguided interpretation.⁵ As explained in iDEAL’s principal comments, these tools point to one unequivocal result: the Legislature’s intent

² *Id.*

³ *See, e.g., In re Reichmann Land & Cattle, LLP*, 867 N.W.2d 502, 507 (Minn. 2015) (citing *King v. St. Vincent's Hosp.*, 502 U.S. 215, 221 (1991) (“[T]he meaning of statutory language, plain or not, depends on context.”)); *Chiodo v. Bd. of Educ.*, 215 N.W.2d 806, 808 (Minn. 1974) (explaining that “words of a statute are to be viewed in their setting, not isolated from their context”); *First Nat. Bank of the N. v. Auto. Fin. Corp.*, 661 N.W.2d 668, 670 (Minn. Ct. App. 2003) (“Plain meaning embodies ordinary use of the language in the context of the whole-act structure . . .”).

⁴ Xcel Supplemental Comments at 8 (“The Company’s tariffs are a reasonable application of the statute . . .”).

⁵ Minn. Stat. § 645.16 (2018) (“When the words of a law are not explicit, the intention of the legislature may be ascertained by considering, among other matters: (1) the occasion and necessity for the law; (2) the circumstances under which it was enacted; (3) the mischief to be remedied; (4) the object to be attained . . . (6) the consequences of a particular interpretation; [and] (7) the contemporaneous legislative history . . .”).

in adopting the revisions was to expand solar incentive eligibility to 40 kW of capacity without regard to the size of a customer's other systems on-site. This is the only interpretation that is grounded in the purposes underlying H.F. 3232 of expanding solar eligibility and promoting solar energy expansion.

In contrast to iDEAL, Xcel does not cite to a single piece of legislative history in its Supplemental Comments supporting an interpretation of revised § 116C.7792 that cuts off incentive eligibility for customers with more than 40 kW of incentive and non-incentive systems on their premises. Xcel takes pains to emphasize that the purpose of encouraging development of small-scale solar systems is not advanced by an interpretation of § 116C.7792 that allows those receiving the incentive to build out future capacity beyond 40 kW.⁶ However, common sense provides that being disqualified from receiving *any* incentive for maintaining 41+ kW of total on-premises capacity—a result Xcel's interpretation dictates for any system installed after June 1—does not encourage the development of small-scale systems. More fundamentally, Xcel fails to explain how the revisions to § 116C.7792 dictate mandatory incentive disqualification when systems on-site exceed 40 kW given (1) the prior iteration of the Solar Rewards statute did not include such a requirement for the former capacity threshold of 20 kW and (2) the revisions to § 116C.7792 were intended to *expand* solar incentive eligibility.

3. iDEAL's interpretation does not lead to "imbalanced results" for customers.

In its Supplemental Comments explaining its position on bifurcation, Xcel erroneously suggests that iDEAL's interpretation of revised § 116C.7792 results in a "policy imbalance" disfavoring those who installed systems prior to June 1, 2018. This is apparently based on Xcel's mistaken belief that under iDEAL's interpretation, the aggregate capacity cap of 40 kW only applies "where there was a Solar*Rewards system on the premises prior to June 2018."⁷ The result, Xcel contends, is that iDEAL's interpretation allows customers without systems installed prior to June 1 to build out capacity up to 1,000 kW while retaining the full 40 kW incentive, while those with systems in place prior to June 1 would lose *all* incentives not in place prior to June 1 if total aggregate capacity on premises exceeded 40 kW.

Xcel fundamentally misunderstands iDEAL's interpretation. To be clear, the revisions to § 116C.7792 increased the eligibility cap for the existing Solar Rewards Program to 40 kilowatts so that all customers, regardless of when their systems were installed, are equally able to obtain up to a 40 kW capacity incentive even if total aggregate capacity of incentive and non-incentive systems on the premises is greater than 40 kW. Correcting⁸ the first hypothetical Xcel puts forward to support its manufactured "imbalance" illuminates the correct application of iDEAL's interpretation:

If a customer had an existing incentivized solar system installed prior to June 2018, it could receive an incentive for additional capacity added after June 1,

⁶ Xcel Supplemental Comments at 5.

⁷ *Id.* at 4.

⁸ Additional to Xcel's language are denoted in **bold red font** while deletions are indicated in ~~strikethrough~~ text.

2018 up to a premise total of 40 kW **regardless whether total capacity of all incentive and non-incentive systems on the premises exceeds 40 kW** ~~only if the total aggregate capacity of all systems at the premises does not exceed 40 kW.~~ For example, a customer could have installed a 5 kW system and still be eligible to receive another production incentive up to 35 kW after June 1. If the customer added more solar capacity beyond the 40 kW at the premise, **that action would not impact the customer's eligibility for the incentive as to the 40 kW receiving the incentive.** ~~then the customer from that point forward would no longer be able to receive the incentive for the 35 kW portion.⁹~~

When corrected to confirm to iDEAL's actual interpretation, the above hypothetical is entirely consistent with the second scenario posited by Xcel:

Under iDEAL Energy's interpretation, a customer who has no solar energy systems installed prior to June 2018 could add 40 kW and receive a Solar*Rewards production incentive, and further add up to 960 kW as a non-incentive system (as long as they did not surpass the 120% limit), and retain the incentive for the 40 kW system.¹⁰

Indeed, applying the correct interpretation to both scenarios leads to a reasonable and equitable result that fully accords with the purpose of expanding solar incentive eligibility: customers with or without solar energy systems installed prior to June 1 are each able to benefit from the incentive for up to 40 kW of capacity and install additional on-site capacity without compromising incentive eligibility.

4. Xcel's interpretation, if accepted, would be catastrophic.

As explained in iDEAL's principal Supplemental Comments, the negative consequences of Xcel's interpretation would be catastrophic to iDEAL and its customers, which include local government units, schools, cities, non-profits, and other Minnesota businesses, all of whom are also Xcel customers. These parties have acted in good faith to receive the Solar Rewards they deserve under the law. They applied to and were accepted into the Solar Rewards Program, paid Xcel application fees (*twice*, despite Xcel's assurance that only one application fee would be charged for Solar Rewards applications amended up to 40 kW DC), performed structural engineering, applied for and received electrical and building permits, purchased equipment (much of which is specialized for a customer's unique site), and employed Minnesotans with the expectation that the work would be performed. Now, Xcel's late-game interpretation of revised § 116C.7792 threatens to throw all of those arms-length transactions and resources expended as a part of those transactions into jeopardy. These consequences are yet another reason why the Commission should reject Xcel's interpretation.

⁹ Xcel Supplemental Comments at 4-5.

¹⁰ *Id.* at 5.

5. Xcel's lack of transparency with its customers militates against accepting its interpretation.

The bait-and-switch tactics employed by Xcel in rolling out its newfound interpretation also bear emphasis. iDEAL currently has multiple customers that previously participated in the Made in Minnesota Solar Program. Many of these customers, pursuant to binding agreements with iDEAL, were accepted into the Solar Rewards Program under the then-existing 20 kW Solar Rewards cap after submitting the requisite application. Many solar arrays have been installed in accordance with this framework.

When § 116C.7792 was amended to increase to the allowable size of solar arrays installed under the Solar Rewards program to 40 kW, Xcel instructed iDEAL to terminate all 20 kW applications it had in place with customers and reapply for a 40 kW system *without any express indication that doing so could result in complete disqualification from the Solar Rewards Program*. Through these actions, Xcel baited its customers and iDEAL into transactions Xcel knew full well would allow it to rescind the rebate that had been previously awarded, and further, to deprive customers of receiving any rebate whatsoever should the interpretation be accepted in through tariff revisions.

Xcel's lack of transparency to its program participants is blatant. On June 29, 2018 Xcel announced the Solar Rewards Program details in its 2017 Annual report (DOCKET E002/M-13-1015). In this report, Xcel makes no reference nor provides any limitation on total premise capacity, to aggregate capacity of all systems.

On July 2, 2018, the Solar Rewards Program Manager, Callie Walsh, issued an email to all program participants announcing the new Solar Rewards Program (attached hereto as **Exhibit A**). The second bullet point in that email addresses the statutory change related to system size. On July 9, 2018, Xcel sent a second email that restated the exact same language as provided in second bullet of the July 2, 2018 email (attached hereto as **Exhibit B**). That language states:

Recent legislation increased the Solar*Rewards nameplate capacity from 20kw(dc) to an aggregate of 40kW(dc) per premise. This means that customers with existing Solar*Rewards can now submit another Solar*Rewards application if desired, and customers currently in the application process who would like to increase their system size will need to cancel their existing application and start a new one. Customers will still have to abide by the 120% rule. Until the tariff is officially revised, the Solar*Rewards application will include a contract amendment to implement a contractual path for system[s] up to the new 40 kW cap. The amendment will be issued to applicant for signature upon Program Management approval. And as always, the applications will be processed in the order they were received.¹¹

¹¹ Xcel Solar Rewards Installer Update (July 9, 2018) (attached hereto as Exhibit A).

Prior to the July 9, 2018 Solar Rewards Program opening, Xcel issued no communications using normal channels to iDEAL or its customers that seeking the additional solar rewards incentive of up to 40 kW could result in complete disqualification from the incentive if total aggregate on-site capacity exceeded 40 kW. Communications to Solar Rewards Participants using normal Program channels would be the usual and customary and correct channel to communicate a program update that is extraordinarily significant (*e.g., we are taking away your rebate if you have existing solar and install a Solar Rewards Project, and we will take away your Solar Rewards rebate if you ever choose to exercise your rights to install any more solar above 40 kW DC at a premise over the next ten years*) But again, Xcel makes no reference, notice, nor provides any limitation on total premise capacity, to aggregate capacity of all systems.

Critically, Xcel's June 29 filing and July 2 and July 9 Program notification updates **adopt iDEAL's straightforward interpretation of revised § 116C.7792**. Xcel's characterizes the amending legislation as simply "increase[ing] the Solar*Rewards nameplate capacity from 20kw(dc) to an aggregate of 40kW(dc) per premise" such that customers can now "submit another Solar*Rewards application." Indeed, this is exactly what the plain language of the legislation directs. Further, Xcel deliberately reminds customers of a restriction on eligibility—that they "will still have to abide by the 120% rule"—without any mention of a purported restriction on combined on-site capacity of all systems that could completely disqualify the customer from incentive eligibility. Xcel's silence on this point reflects its understanding that the revisions to § 116C.7792 do not and were never intended to disqualify customers from incentives under the rationale Xcel now advocates. *At best*, Xcel knew on July 9 it would advance its restrictive interpretation in proposing revised tariffs, but chose to hide that key restriction from its customers.

And if that were not enough, Xcel's process for executing Solar Rewards agreements also ensures that customers are not equipped with the information they need. The current agreements that Xcel requires its customers to sign are issued through an electronic system called Sertifi. These agreements are not available to view until after the project is completed. In its June 29, 2018 filing, Xcel referenced its filing of an amendment to match its incorrect interpretation of the revised Minn, Stat §116C.7792 submitted in their June 8, 2018 Docket (E002-M-18-381). Xcel provided no language or notice or discussion regarding its interpretation limiting the total capacity of all systems to less than 40 kW DC, or the disqualification or rescinding of rebates resulting from that interpretation.

Rather than being transparent to its participants and Customers, Xcel buried a statement in the Application database in the page that summarizes project status (Approval History) as follows (attached hereto as **Exhibit C**):

"Application Approved upon the condition that the attached contract amendment is signed before the meter installation."

The amendment referred to above from the June 8, 2018 Docket provided that systems can be interconnected *if and only if they signed the amendment that rescinds their receipt of the Solar Rewards Rebate* (attached hereto as **Exhibit D**). So, customers who have constructed systems

cannot start up those systems without signing the amendment. Systems constructed in Minnesota cannot be connected to the Grid, and are sitting dormant in limbo with the parties participating in the Program unable to utilize the same. As a result, information revealing Xcel's interpretation of revised § 116C.7792, and the potentially dire consequences flowing therefrom, would remain cryptically hidden, not discussed, nor communicated to customers, Program participants, and installers—the parties that need clear information and transparency the most so they can act with certainty.

In sum, Xcel should not be able to import a critically consequential restriction into revised § 116C.7792 and roll out that restriction while leaving those that will suffer most from it in the dark.

Conclusion

Xcel's interpretation of revised § 116C.7792 suffers from significant flaws that iDEAL's interpretation does not. It is contrary to the unambiguous plain language of the statute, contrary of the legislative history of the 2018 revisions to § 116C.7792, produces significant negative consequences for solar customers, and runs contrary to the negotiated bargain struck with the Legislature and the proponents of the revisions. And as a matter of simple fairness, Xcel should not be able to benefit from its late-made interpretation while leaving its customers and others in the dark about the significant consequences of that interpretation on incentive eligibility. For these reasons, iDEAL respectfully requests that the Commission deny Xcel's proposed tariff revisions in favor of revised tariffs that properly comport with the meaning of the statute as explained herein.

Respectfully submitted,

iDEAL Energies, LLC



Braden Solum
VP Business Development

iDEAL Energies, LLC



Chris Psihos, Esq.
President/CEO

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Exhibit A
July 2, 2018 Email from Solar Rewards Program Manager

Chris Psihos

From: Walsh, Callie K <Callie.K.Walsh@xcelenergy.com>
Sent: Monday, July 2, 2018 8:47 AM
Cc: Klemm, Kerry R; Peterson, Jessica K; Pearson, James G
Subject: Solar*Rewards 2018 Program Updates

Good morning solar installers,

I wanted to introduce myself – my name is Callie Walsh and I am the new Solar*Rewards & DER Interconnections Program Manager for Minnesota (taking over from Diana Naatz.) I started my role two weeks ago and am new to the energy and solar industry. However, I am quickly learning the ropes and look forward to working with you. Thanks in advance for taking time to explain things to me from your perspective! You can continue to send project or program inquiries to SolarProgramMN@xcelenergy.com. Alex Nordlund is continuing to support the program administration as well.

A few critical items follow:

- **Program Capacity Update (Additional Capacity Added for 2018)** – The 2018 program capacity increased to 13.7 MW, compared to 4.6 MW in previous years. In our [Annual Compliance Report](#) Filing on 6/29, we shared our approach to rolling into 2018 unclaimed programs funds from 2014-2017. We will accept applications until we hit our new capacity for the year, and once met we will open up a waiting list. This change will be reflected in program reporting.
- **Program Change to Include Projects Up to 40 kW** – Recent legislation increased the Solar*Rewards nameplate capacity from 20kW(dc) to an aggregate of 40kW(dc) per premise. This means that customers with existing Solar*Rewards can now submit another Solar*Rewards application if desired, and customers currently in the application process who would like to increase their system size will need to cancel their existing application and start a new one. Customers will still have to abide by the 120% rule. Until the tariff is officially revised, the Solar*Rewards application will include a contract amendment to implement a contractual path for system up to the new 40 kW cap. Our goal is to begin accepting applications in mid-July. I will provide more information on this process in the next couple weeks.
- **Program Change to Require a Residential Building Contractor License** – Also in our compliance report, we proposed solar installers be required to have a valid Residential Building Contractor License to participate in the Solar*Rewards program. We encourage you to be aware of this change and prepare as we approach 2019.
- **Reminder: Project Cancellations for Not Meeting Progress Milestones** – As part of the 2018 program, we implemented new deadlines. From the time an application receives Program Manager approval and funds are awarded, there is a 30 calendar-day deadline to submit engineering documents and payment. Failure to do so within this timeline will result in the application being cancelled. There is a 30-day grace period following the 30-day deadline before the application is fully cancelled. Applications will be automatically cancelled if:
 - Engineering documents and engineering review fee are not uploaded within 30 days of acceptance into the program
 - Final information documents are not uploaded within 110 days after receiving engineering approval
 - No activity in the application for 365 days

And as a friendly reminder, the 15-business day deadline for Xcel Energy engineer review remains in effect. Installers will receive automated email notifications before the deadline and before the applications are cancelled.

- **Timing for Changes to Interconnection Processes** – MN regulators recently approved updates to the interconnection standard, allowing for smaller generators to connect to the grid more easily. The new standards will not be implemented until mid-2019, and while there may be interim changes as we prepare, please count on the current process and timelines for projects currently going through the process.

- **PV Demand Credit Rider Reminder** – The PV Demand Credit Rider went into effect June 1st and customers should coordinate their enrollment or contract changes through their Xcel Energy account manager, or our Business Solutions Center at BSC@xcelenergy.com if they do not have an assigned account manager .

If you have any questions or concerns regarding the information above, please let me know.

Best,

Callie Walsh

Xcel Energy | Responsible By Nature

Program Manager, Solar*Rewards & DER Interconnections

414 Nicollet Mall, 401-6, Minneapolis, MN 55401

P: 612.330.5934

E: callie.k.walsh@xcelenergy.com

XCELENERGY.COM

Please consider the environment before printing this email.

September 27, 2018
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Exhibit B
July 9, 2018 Email from Solar Rewards Program MN

Chris Psihos

From: Solar Program MN <solarprogramm@xcelenergy.com>
Sent: Monday, July 9, 2018 9:05 AM
Cc: Solar Program MN
Subject: Solar*Rewards Installer Update - July 2018



Solar*Rewards[®] Installer Update

July 9, 2018

Now accepting Solar*Rewards applications for up to 40 kW DC per premise

Recent legislation increased the Solar*Rewards nameplate capacity from 20kW(dc) to an aggregate of 40kW(dc) per premise. This means that customers with existing Solar*Rewards can now submit another Solar*Rewards application if desired, and customers currently in the application process who would like to increase their system size will need to cancel their existing application and start a new one. Customers will still have to abide by the 120% rule. Until the tariff is officially revised, the Solar*Rewards application will include a contract amendment to implement a contractual path for system up to the new 40 kW cap. The amendment will be issued to applicant for signature upon Program Management approval. And as always, the applications will be processed in the order they were received.

If you have any additional questions regarding the application process, please [reach out to our team.](#)

Sincerely,
Minnesota Solar*Rewards Team

Xcel Energy | Responsible By Nature
Solar*Rewards MN Team
414 Nicollet Mall, Minneapolis, MN 55401

Exhibit C
September 27, 2018
Solar Rewards Application Website Screenshots

Approval History


Action	Date	Status	Assigned To	Actual Approver	Comments	Overall Status
Step: MN Program Acceptance Review						 Approved
	7/27/2018 4:14 PM	Approved	<u>Diana Neatz (Solar)</u>	<u>Celie Walsh</u>	Application approved upon the condition that the attached contract amendment is signed before meter installation.	
Approval Request Submitted						
	7/25/2018 9:37 AM	Submitted	<u>Chris Psihos</u>	<u>Chris Psihos</u>		

Exhibit D

June 8, 2018 Docket (E002-M-18-381)

Xcel Amendment provided on Website from the above Docket
causing rescindance of a Customer's Rights
to receive Solar Rewards Rebates under the Solar Rewards Program
based on Xcel's incorrect interpretation of Minn Stat §116C.7792



414 Nicollet Mall
Minneapolis, MN 55401

June 8, 2018

—Via Electronic Filing—

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

RE: PETITION
SOLAR*REWARDS PROGRAM AND COMMUNITY SOLAR GARDEN PROGRAM
TARIFF UPDATES
DOCKET NO. E002/M-____

Dear Mr. Wolf,

Enclosed is the Petition of Northern States Power Company, doing business as Xcel Energy, requesting approval of updated tariff sheets. The proposed updated tariff sheets seek to implement changes to legislation which impact the Company's Solar*Rewards program and Community Solar Garden program tariffs.

We have electronically filed this document with the Minnesota Public Utilities Commission. A summary of the filing has been served on the parties on the attached service lists for the Solar*Rewards program (Docket No. E002/M-13-1015) and the Community Solar Gardens Program (Docket No. E002/M-13-867) in addition to the Miscellaneous Electric service list. Please contact Jessica Peterson at jessica.k.peterson@xcelenergy.com or 612-330-6850 if you have any questions regarding this filing.

Sincerely,

/s/

SHAWN WHITE
MANAGER
DSM REGULATORY STRATEGY & PLANNING

Enclosures
c: Service List

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie J. Sieben	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF UPDATES TO
SOLAR*REWARDS AND COMMUNITY
SOLAR GARDENS PROGRAM TARIFFS

DOCKET NO. E002/M-18-____

PETITION

OVERVIEW

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval of tariff changes related to our Solar*Rewards and Community Solar Garden programs. On May 29, 2018, Governor Dayton signed House Bill 3232 that, in part, revised Minn. Stat. § 116.7792 so as to allow solar energy systems with a total aggregate nameplate capacity of no more than 40 kW DC to participate in the Solar*Rewards program. Previously, the law restricted participation in this program to systems no more than 20 kW DC. The proposed updated tariff sheets seek to implement this new change in the law. The Community Solar Gardens of the qualifying size are also eligible for the Solar*Rewards incentive and therefore this Petition also applies to the Community Solar Garden program. The proposed revisions are provided in Attachment A to this Petition in clean and redline formats.

I. SUMMARY OF FILING

A one-paragraph summary of the filing accompanies this Petition pursuant to Minn. R. 7829.1300, subp. 1.

II. SERVICE ON OTHER PARTIES

Pursuant to Minn. Stat. § 216B.17, subd.3, we have electronically filed this Petition. A Summary of the filing has been provided to all persons on the attached service lists

for the Solar*Rewards program (Docket No. E002/M-13-1015) and the Community Solar Gardens Program (Docket No. E002/M-13-867) in addition to the Miscellaneous Electric service list.

III. GENERAL FILING INFORMATION

Pursuant to Minnesota Rules 7825.3200, 7825.3500, and 7829.1300, subp. 3. Xcel Energy provides the following required information.

A. Name, Address, and Telephone Number of Utility

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

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

James R. Denniston
Assistant General Counsel
Xcel Energy
414 Nicollet Mall, 401 – 8th Floor
Minneapolis, MN 55401
(612) 215-4656

C. Date of Filing

The date of the filing is June 8, 2018.

D. Statute Controlling Schedule for Processing the Filing

Minn. Stat. § 216B.16 subd. 1 requires 60-days' notice to the Commission of a proposed tariff change. Under the Commission's rules, the proposed tariff change discussed in this Petition falls within the definition of a miscellaneous filing under Minn. R. 7829.0100, subp. 11, since no determination of Xcel Energy's general revenue requirement is necessary.

E. Utility Employee Responsible for the Filing

Shawn White
Manager, DSM & Renewable Regulatory Strategy and Planning
Xcel Energy
414 Nicollet Mall, 401 – 6th Floor
Minneapolis, MN 55401
(612) 330-6096

IV. MISCELLANEOUS INFORMATION

Pursuant to Minn. R. 7829.0700, subp. 2, the Company requests that the following persons be placed on the Commission’s official service list for this matter:

James R. Denniston
Assistant General Counsel
Xcel Energy
414 Nicollet Mall, 401 – 8th Floor
Minneapolis, Minnesota 55401
James.R.Denniston@xcelenergy.com

Carl Cronin
Regulatory Administrator
Xcel Energy
414 Nicollet Mall, 401 – 7th Floor
Minneapolis, Minnesota 55401
regulatory.records@xcelenergy.com

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

V. DESCRIPTION AND PURPOSE OF FILING

A. Purpose of Filing

On May 29, 2018, Governor Dayton signed House Bill 3232 that, in part, revised Minn. Stat. § 116.7792 so as to allow solar energy systems with a total aggregate nameplate capacity of no more than 40 kW DC to participate in the Solar*Rewards program. Previously, the law restricted participation in this program to systems no more than 20 kW DC. The proposed updated tariff sheets seek to implement this new change in the law. The Community Solar Gardens of the qualifying size are also eligible for the Solar*Rewards incentive and therefore this Petition also applies to the Community Solar Garden program.

The changes to Minn. Stat. § 116C.7792 that are pertinent to the present filing are shown below:

116C.7792 SOLAR ENERGY INCENTIVE PROGRAM.

The utility subject to section 116C.779 shall operate a program to provide solar energy production incentives for solar energy systems of no more than a total aggregate nameplate capacity of 20 40 kilowatts direct current per premise. The owner of a solar energy system installed before June 1, 2018, is eligible to receive a production incentive under this section for any additional solar energy systems constructed at the same customer location, provided that the aggregate capacity of all systems at the customer location does not exceed 40 kilowatts. ... The solar system must be sized to less than 120 percent of the customer’s on-site annual energy consumption when combined with other distributed generation resources and subscriptions provided under section 216B.1641 associated with the premise. The production incentive must be paid for ten years commencing with the commissioning of the system. The utility must file a plan to operate the program with the commissioner of commerce. The utility may not operate the program until it is approved by the commissioner. A change to the program to include projects up to a nameplate capacity of 40 kilowatts or less does not require the utility to file a plan with the commissioner. ...

B. Proposed Changes

The specific revisions we propose are as follows:

Electric Rate Book – Section 9	Revisions
Sheet No. 33	Changes to title and par. 1.a. – changes from 20 kW to 40 kW and addition of related aggregate capacity required by revised law.
Sheet No. 36	Changes to pars. 4.f., 4.g., and 4.k. – changes from 20 kW to 40 kW and addition of related aggregate capacity change required by revised law.
Sheet No. 37	Changes to par. 5.b. - changes related to allowing more than one system to be on same premise, related to aggregate capacity change required by revised law.
Sheet No. 50	Related to Community Solar Gardens program – changes from 20 kW to 40 kW and addition of related aggregate capacity required by revised law.
Sheet No. 53	Related to Community Solar Gardens program – changes from 20 kW to 40 kW and addition of related aggregate capacity required by revised law.

VI. EFFECT OF CHANGE UPON XCEL ENERGY REVENUE

This miscellaneous tariff filing does not require a determination of the utility's revenue requirement. No net increase in revenue to Xcel Energy will result from implementation of the tariffs proposed in this Petition.

CONCLUSION

Xcel Energy respectfully requests Commission approval of the tariff modifications as described above in order to align the Solar*Rewards and Community Solar Gardens tariffs with revised statutory language in Minn. Stat. §116C.7792.

Dated: June 8, 2018

Northern States Power Company

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Commissioner
Matt Schuerger	Commissioner
Katie J. Sieben	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF UPDATES TO
SOLAR*REWARDS AND COMMUNITY
SOLAR GARDENS PROGRAM TARIFFS

DOCKET NO. E002/M-18-____

PETITION

SUMMARY OF FILING

Please take notice that on June 8, 2018, Northern States Power Company, doing business as Xcel Energy, filed with the Minnesota Public Utilities Commission a Petition for approval of tariff changes related to our Solar*Rewards and Community Solar Garden programs. The proposed updated tariff sheets seek to implement revisions to Minn. Stat. § 116.7792, which now allows solar energy systems with a total aggregate nameplate capacity of no more than 40 kW DC to participate in the Solar*Rewards program. The Community Solar Gardens of the qualifying size are also eligible for the Solar*Rewards incentive and therefore this Petition also applies to the Community Solar Garden program.

Redline

SOLAR*REWARDS CUSTOMER CONTRACT

Section No. 9

~~Original~~ 1st Revised Sheet No. 33

Application ID: _____

SOLAR*REWARDS

CUSTOMER CONTRACT

Customer-Sited Photovoltaic (PV) Systems Greater than 0.5 kW and ~~Less No More~~ than 240 kW DC Nameplate Capacity

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and _____ (whether one or more, "Customer"), whose mailing address for billing and notice purposes is: _____, concerning electric service at the following address: _____ (the "Service Address").

1. Fact Background.

- a. Customer will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 0.5 kilowatts and ~~less no more~~ than 240 kilowatts direct current ("DC") per premise, on property located at the Service Address. The total aggregate nameplate capacity per premise of all solar energy systems shall be no more than 40 kilowatts DC.
- b. Customer's PV System also meets the requirements of the Minnesota Public Utilities Commission (the "Commission") Rules Chapter 7835 on Cogeneration and Small Power Production and any technical standards for interconnection the Company has established that are authorized by those Rules.
- c. Customer is prepared to generate electricity in parallel with the Company using the PV System.
- d. Customer has submitted to Company and paid an engineering review fee of \$250.00. Unfunded applicants for whom engineering review has not been completed will receive a full refund for this fee.
- e. The Company is obligated under federal and Minnesota state law to interconnect with Customer and to purchase electricity generated by Customer through qualifying facilities and offered for sale to Company by Customer.
- f. A Customer who receives approval for, or is a participant in, the Made in Minnesota program for the PV System covered by this Contract shall not receive any benefits under this Contract and shall return to the Company all monies paid or credited under this Contract.
- g. Customer and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar*Rewards Program"), and related matters.

(Continued on Sheet No. 9-34)

Date Filed: ~~-10-31-13~~ 06-08-18 By: ~~David M. Sparby~~ Christopher B. Clark Effective Date: 07-23-14
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation
Docket No. ~~-E002/M-13-104518-~~ Order Date: 07-23-14

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
~~Original~~ 1st Revised Sheet No. 36

4. Representations by Customer.

Customer hereby makes the following representations and warranties to Company:

- a. Customer warrants that the person signing this Contract on behalf of Customer is authorized and competent to sign this Contract and to bind Customer to the terms of this Contract.
- b. Customer receives electric service from Company at the Service Address set forth above, is the person in whose name electric service is listed at the Service Address, and is the owner of the property at the Service Address.
- c. Customer is an end-use electric consumer located within the electric service territory of Company in Minnesota whose primary business is not the generation of electricity for retail or wholesale sale from the same facility. Customer is not installing the PV System at the Service Address in connection with a business of developing or improving real estate for resale.
- d. Customer shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth in Exhibit 1.
- e. The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract.
- f. The PV System has a minimum nameplate DC output capacity of 500 watts and a maximum capacity of ~~less~~ no more than 24 kilowatts.
- g. Customer represents that the PV System shall be sized, when combined with other distributed generation resources servicing and subscriptions provided under the Solar*Rewards Community program associated with the Service Address, to supply no more than one hundred twenty percent (120%) of the previous annual (12-month) consumption of electric energy by Customer at the Service Address. Customer acknowledges that Solar*Rewards Program is only available to PV Systems where the estimated annual generation, as determined by the National Renewable Energy Laboratory's PVWatts™ calculator is not more than 120% of the previous annual (12-month) electric energy consumption at the Service Address. If historical electric energy consumption data is not available due to new construction, the Company will calculate the estimated annual electric energy consumption.
- h. PV equipment including, but not limited to modules, inverters, etc., as described in Customer's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: www.xcelenergy.com.
- i. [Intentionally left blank].
- j. The Customer is not a participant in the Made in Minnesota program for the PV System covered by this Contract.
- k. The Customer has not received an incentive ~~under the Solar*Rewards program for another PV System installed at this Service Address,~~ and is not a party to any other signed contract with the Company pertaining to the PV System. Customer shall not collect incentives from other state or utility programs for the PV system covered under this Contract.

(Continued on Sheet No. 9-37)

Date Filed: ~~40-31-13~~ 06-08-18 By: ~~David M. Sparby~~ Christopher B. Clark Effective Date: 07-23-14
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation
Docket No. E002/M-~~43-10~~ 1518- Order Date: 07-23-14

SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
~~Original~~1st Revised Sheet No. 37

5. Requirements for PV System Installation, Operation, and Maintenance.

Energy Audit.

- a. Customer is required to conduct an Online Energy Assessment for the building at the Service Address which hosts a PV system, in compliance with Company's Energy Assessment program prior to Company's payment made as described in Section 3(b), unless such Assessment or an on-site Energy Audit has been completed within the past three years, or (for residential customers) the Customer's home was ENERGY STAR-certified under the Company's ENERGY STAR homes project, or (for business customers) the Customer participated in the Commercial Real Estate, Energy Design Assistance, Energy Efficient Buildings, Recommissioning, or ENERGY STAR Benchmark programs.

Metering.

- b. ~~If~~ If this is the only PV system at the Service Address, then two meters are required to be installed at the Service Address. One meter is located at the main service and is a bi-directional meter that will record energy delivered to the Customer from the Company, and energy received by the Company from Customer. Installation of a bi-directional meter may not be required if the configuration of Customer's facilities allows and a previously installed bi-directional meter provides the information necessary for billing purposes. The second (Production) meter will record energy generated by the PV System only. Each PV system at the Service Address needs its own production meter. The Company shall install, or cause to be installed, own, operate and maintain the ~~P~~production meter to measure the AC production of the PV System, at the Company's expense and including the cost of the Production meter itself. Customer will provide all meter housing and socket replacement and rewiring to install both meters. Customer shall be charged monthly the metering charge described in Section 2(d) above for the bi-directional meter. The metering charge assumes common use of all Company facilities up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Company to accommodate the PV System will require Customer to pay a net interconnection charge in advance.
- c. Company shall receive all net energy, if any, generated by the PV System at the Service Address and not consumed by the Customer. If the production of the PV System is more than the Customer's usage as measured by the Company's meter, the negative consumption (i.e. net energy delivered to the Company) as measured by the Company's meter shall be considered as net energy and Customer shall be compensated as provided in Sections 2(c) and (e) above. On-site use of energy generated by the PV System shall be unmetered for purposes of compensation, except for as provided in Section 3(b).

(Continued on Sheet No. 9-38)

Date Filed: ~~10-31-13~~ 06-08-18 By: ~~David M. Sparby~~ Christopher B. Clark Effective Date: 07-23-14
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation
Docket No. ~~E002/M-13-101518-~~ Order Date: 07-23-14

**SOLAR*REWARDS COMMUNITY CONTRACT
FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE**

Section No. 9
~~Original~~1st Revised Sheet No. 50

Application ID: _____
**SOLAR*REWARDS COMMUNITY CONTRACT
FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE**

CONTRACT

**Solar Garden Photovoltaic (PV) Systems Greater than 1 kW and ~~Less~~No More than 240 kW DC
Nameplate Capacity**

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and _____ ("Community Solar Garden Operator"), whose mailing address for billing and notice purposes is: _____, concerning electric service at the following address: _____ (the "Service Address").

1. Fact Background.

- a. Community Solar Garden Operator will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 1 kilowatts and ~~lessno more~~ than 240 kilowatts direct current ("DC") per premise, on property located at the Service Address. The total aggregate nameplate capacity per premise of all solar energy systems shall be no more than 40 kilowatts DC.
- b. Community Solar Garden Operator is prepared to generate electricity in parallel with the Company using the PV System.
- c. Community Solar Garden Operator has submitted to Company an application to participate in Company's Solar*Rewards program using the PV System.
- d. The Company is obligated under federal and Minnesota state law to interconnect with Community Solar Garden Operator and to purchase electricity generated by Community Solar Garden Operator through qualifying facilities and offered for sale to Company by the Community Solar Garden Operator.
- e. A Community Solar Garden Operator who receives approval for, or is a participant in, the Made in Minnesota program for the same PV System shall not receive any benefits under this Contract and shall return to the Company all monies paid or credited under this Contract.
- f. The Community Solar Garden Operator has an active application as a garden operator with Company's Solar*Rewards Community Program.

(Continued on Sheet No. 9-51)

Date Filed: ~~09-30-13 & 10-31-13~~06-08-18 By: ~~David M. Sparby~~Christopher B. Clark Effective Date: 09-17-14
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation
Docket No. ~~E002/M-13-867 & E002/M-13-101518-~~ Order Date: 09-17-14

**SOLAR*REWARDS COMMUNITY CONTRACT
FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE**

Section No. 9
~~Original~~1st Revised Sheet No. 50

- g. Community Solar Garden Operator and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar*Rewards Program"), and related matters.

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(Continued on Sheet No. 9-51)

Date Filed: ~~09-30-13 & 10-31-~~ By: ~~David M. Sparby~~Christopher B. Clark Effective Date: ~~09-17-14~~
~~1306-08-18~~
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation
Docket No. ~~-E002/M-13-867 & E002/M-13-~~ Order Date: ~~09-17-14~~
~~101518-~~

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**SOLAR*REWARDS COMMUNITY CONTRACT
FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE
(Continued)**

Section No. 9
~~Original~~ 1st Revised Sheet No. 53

4. Representations by Community Solar Garden Operator. (Continued)

- d. The PV System shall be located on the Community Solar Garden Operator's facilities at the Service Address at all times during the term of this Contract.
- e. The PV System has a minimum nameplate DC output capacity of 1000 watts and a maximum capacity of ~~less~~ no more than 240 kilowatts. C
- f. PV equipment including, but not limited to modules, inverters, etc., as described in the Community Solar Garden Operator's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: www.xcelenergy.com.
- g. [Intentionally left blank].
- h. The Community Solar Garden Operator is not a participant in the Made in Minnesota program for the PV System covered by this Contract.
- i. The Community Solar Garden Operator has not received an incentive ~~under the Solar*Rewards production incentive program for another PV system installed at this Service Address,~~ and is not a party to any other signed contract with the Company pertaining to the PV System other than the Standard Contract for Solar*Rewards Community. Customer shall not collect incentives from other state or utility programs for the PV system covered under this Contract. D
D
- j. This Contract shall not be effective until the Community Solar Garden Operator has an effective Standard Contract for Solar*Rewards Community. In the event that Community Solar Garden Operator has breached the Standard Contract for Solar*Rewards Community or is otherwise for some period of time not entitled to payments under that contract, then for the same period of time the Community Solar Garden Operator is not entitled to payments under this Contract. Any period of time under which the Customer is not entitled to incentive payments shall not extend the ten (10) year payment period referenced in Section 3(b). In the event that the Standard Contract for Solar*Rewards Community is terminated, then this Contract shall also be terminated.

5. Requirements for PV System Installation, Operation, and Maintenance.

Metering.

- a. The metering requirements are set forth in the Standard Contract for Solar*Rewards Community.

Interconnection to Company Distribution System.

- b. Interconnection requirements are set forth in the Standard Contract for Solar*Rewards Community. N

(Continued on Sheet No. 9-54)

Date Filed: ~~09-30-13 & 10-31-13~~ 06-08-18 By: ~~David M. Sparby~~ Christopher B. Clark Effective Date: ~~09-17-14~~
President ~~and CEO~~ of Northern States Power Company, a Minnesota corporation
Docket No. E002/M-~~13-867 & E002/M-13-101518-~~ Order Date: ~~09-17-14~~

Clean

SOLAR*REWARDS CUSTOMER CONTRACT

Section No. 9
1st Revised Sheet No. 33

Application ID: _____

SOLAR*REWARDS

CUSTOMER CONTRACT

Customer-Sited Photovoltaic (PV) Systems Greater than 0.5 kW and No More than 40 kW DC Nameplate Capacity

C

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and _____ (whether one or more, "Customer"), whose mailing address for billing and notice purposes is: _____, concerning electric service at the following address: _____ (the "Service Address").

1. Fact Background.

- a. Customer will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 0.5 kilowatts and no more than 40 kilowatts direct current ("DC") per premise, on property located at the Service Address. The total aggregate nameplate capacity per premise of all solar energy systems shall be no more than 40 kilowatts DC.
- b. Customer's PV System also meets the requirements of the Minnesota Public Utilities Commission (the "Commission") Rules Chapter 7835 on Cogeneration and Small Power Production and any technical standards for interconnection the Company has established that are authorized by those Rules.
- c. Customer is prepared to generate electricity in parallel with the Company using the PV System.
- d. Customer has submitted to Company and paid an engineering review fee of \$250.00. Unfunded applicants for whom engineering review has not been completed will receive a full refund for this fee.
- e. The Company is obligated under federal and Minnesota state law to interconnect with Customer and to purchase electricity generated by Customer through qualifying facilities and offered for sale to Company by Customer.
- f. A Customer who receives approval for, or is a participant in, the Made in Minnesota program for the PV System covered by this Contract shall not receive any benefits under this Contract and shall return to the Company all monies paid or credited under this Contract.
- g. Customer and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar*Rewards Program"), and related matters.

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(Continued on Sheet No. 9-34)

Date Filed: 06-08-18

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-

Order Date:

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)**

Section No. 9
1st Revised Sheet No. 36

4. Representations by Customer.

Customer hereby makes the following representations and warranties to Company:

- a. Customer warrants that the person signing this Contract on behalf of Customer is authorized and competent to sign this Contract and to bind Customer to the terms of this Contract.
- b. Customer receives electric service from Company at the Service Address set forth above, is the person in whose name electric service is listed at the Service Address, and is the owner of the property at the Service Address.
- c. Customer is an end-use electric consumer located within the electric service territory of Company in Minnesota whose primary business is not the generation of electricity for retail or wholesale sale from the same facility. Customer is not installing the PV System at the Service Address in connection with a business of developing or improving real estate for resale.
- d. Customer shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth in Exhibit 1.
- e. The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract.
- f. The PV System has a minimum nameplate DC output capacity of 500 watts and a maximum capacity of no more than 40 kilowatts. C
- g. Customer represents that the PV System shall be sized, when combined with other distributed generation resources and subscriptions provided under the Solar*Rewards Community program associated with the Service Address, to supply no more than one hundred twenty percent (120%) of the previous annual (12-month) consumption of electric energy by Customer at the Service Address. Customer acknowledges that Solar*Rewards Program is only available to PV Systems where the estimated annual generation, as determined by the National Renewable Energy Laboratory's PVWatts™ calculator is not more than 120% of the previous annual (12-month) electric energy consumption at the Service Address. If historical electric energy consumption data is not available due to new construction, the Company will calculate the estimated annual electric energy consumption. C
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- h. PV equipment including, but not limited to modules, inverters, etc., as described in Customer's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: www.xcelenergy.com.
- i. [Intentionally left blank].
- j. The Customer is not a participant in the Made in Minnesota program for the PV System covered by this Contract.
- k. The Customer has not received an incentive and is not a party to any other signed contract with the Company pertaining to the PV System. Customer shall not collect incentives from other state or utility programs for the PV system covered under this Contract. D

(Continued on Sheet No. 9-37)

Date Filed: 06-08-18

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-

Order Date:

SOLAR*REWARDS CUSTOMER CONTRACT
(Continued)

Section No. 9
1st Revised Sheet No. 37

5. Requirements for PV System Installation, Operation, and Maintenance.

Energy Audit.

- a. Customer is required to conduct an Online Energy Assessment for the building at the Service Address which hosts a PV system, in compliance with Company's Energy Assessment program prior to Company's payment made as described in Section 3(b), unless such Assessment or an on-site Energy Audit has been completed within the past three years, or (for residential customers) the Customer's home was ENERGY STAR-certified under the Company's ENERGY STAR homes project, or (for business customers) the Customer participated in the Commercial Real Estate, Energy Design Assistance, Energy Efficient Buildings, Recommissioning, or ENERGY STAR Benchmark programs.

Metering.

- b. If this is the only PV system at the Service Address, then two meters are required to be installed at the Service Address. One meter is located at the main service and is a bi-directional meter that will record energy delivered to the Customer from the Company, and energy received by the Company from Customer. Installation of a bi-directional meter may not be required if the configuration of Customer's facilities allows and a previously installed bi-directional meter provides the information necessary for billing purposes. The second (Production) meter will record energy generated by the PV System only. Each PV system at the Service Address needs its own production meter. The Company shall install, or cause to be installed, own, operate and maintain the production meter to measure the AC production of the PV System, at the Company's expense and including the cost of the Production meter itself. Customer will provide all meter housing and socket replacement and rewiring to install both meters. Customer shall be charged monthly the metering charge described in Section 2(d) above for the bi-directional meter. The metering charge assumes common use of all Company facilities up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Company to accommodate the PV System will require Customer to pay a net interconnection charge in advance. C
- c. Company shall receive all net energy, if any, generated by the PV System at the Service Address and not consumed by the Customer. If the production of the PV System is more than the Customer's usage as measured by the Company's meter, the negative consumption (i.e. net energy delivered to the Company) as measured by the Company's meter shall be considered as net energy and Customer shall be compensated as provided in Sections 2(c) and (e) above. On-site use of energy generated by the PV System shall be unmetered for purposes of compensation, except for as provided in Section 3(b). C
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(Continued on Sheet No. 9-38)

Date Filed: 06-08-18

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-

Order Date:

**SOLAR*REWARDS COMMUNITY CONTRACT
FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE**

Section No. 9
1st Revised Sheet No. 50

Application ID: _____

**SOLAR*REWARDS COMMUNITY CONTRACT
FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE**

CONTRACT

Solar Garden Photovoltaic (PV) Systems Greater than 1 kW and No More than 40 kW DC Nameplate Capacity

C

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and _____ ("Community Solar Garden Operator"), whose mailing address for billing and notice purposes is: _____, concerning electric service at the following address: _____ (the "Service Address").

1. Fact Background.

- a. Community Solar Garden Operator will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 1 kilowatts and no more than 40 kilowatts direct current ("DC") per premise, on property located at the Service Address. The total aggregate nameplate capacity per premise of all solar energy systems shall be no more than 40 kilowatts DC.
- b. Community Solar Garden Operator is prepared to generate electricity in parallel with the Company using the PV System.
- c. Community Solar Garden Operator has submitted to Company an application to participate in Company's Solar*Rewards program using the PV System.
- d. The Company is obligated under federal and Minnesota state law to interconnect with Community Solar Garden Operator and to purchase electricity generated by Community Solar Garden Operator through qualifying facilities and offered for sale to Company by the Community Solar Garden Operator.
- e. A Community Solar Garden Operator who receives approval for, or is a participant in, the Made in Minnesota program for the same PV System shall not receive any benefits under this Contract and shall return to the Company all monies paid or credited under this Contract.
- f. The Community Solar Garden Operator has an active application as a garden operator with Company's Solar*Rewards Community Program.

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(Continued on Sheet No. 9-51)

Date Filed: 06-08-18

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-

Order Date:

**SOLAR*REWARDS COMMUNITY CONTRACT
FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE**

Section No. 9
1st Revised Sheet No. 50

- g. Community Solar Garden Operator and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar*Rewards Program"), and related matters.

(Continued on Sheet No. 9-51)

Date Filed: 06-08-18

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-

Order Date:

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**SOLAR*REWARDS COMMUNITY CONTRACT
FOR THOSE RECEIVING SOLAR*REWARDS INCENTIVE
(Continued)**

Section No. 9
1st Revised Sheet No. 53

4. Representations by Community Solar Garden Operator. (Continued)

- d. The PV System shall be located on the Community Solar Garden Operator's facilities at the Service Address at all times during the term of this Contract.
- e. The PV System has a minimum nameplate DC output capacity of 1000 watts and a maximum capacity of no more than 40 kilowatts. C
- f. PV equipment including, but not limited to modules, inverters, etc., as described in the Community Solar Garden Operator's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: www.xcelenergy.com.
- g. [Intentionally left blank].
- h. The Community Solar Garden Operator is not a participant in the Made in Minnesota program for the PV System covered by this Contract.
- i. The Community Solar Garden Operator has not received an incentive and is not a party to any other signed contract with the Company pertaining to the PV System other than the Standard Contract for Solar*Rewards Community. Customer shall not collect incentives from other state or utility programs for the PV system covered under this Contract. D
- j. This Contract shall not be effective until the Community Solar Garden Operator has an effective Standard Contract for Solar*Rewards Community. In the event that Community Solar Garden Operator has breached the Standard Contract for Solar*Rewards Community or is otherwise for some period of time not entitled to payments under that contract, then for the same period of time the Community Solar Garden Operator is not entitled to payments under this Contract. Any period of time under which the Customer is not entitled to incentive payments shall not extend the ten (10) year payment period referenced in Section 3(b). In the event that the Standard Contract for Solar*Rewards Community is terminated, then this Contract shall also be terminated.

5. Requirements for PV System Installation, Operation, and Maintenance.

Metering.

- a. The metering requirements are set forth in the Standard Contract for Solar*Rewards Community.

Interconnection to Company Distribution System.

- b. Interconnection requirements are set forth in the Standard Contract for Solar*Rewards Community.

(Continued on Sheet No. 9-54)

Date Filed: 06-08-18

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-18-

Order Date:

CERTIFICATE OF SERVICE

I, Jim Erickson, 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 Ns. E002/M-13-867
E002/M-13-1015
Xcel Energy's Miscellaneous Electric Service List

Dated this 8th day of June 2018

/s/

Jim Erickson
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ross	Abbey	ross.abbey@us-solar.com	United States Solar Corp.	100 North 6th St Ste 222C Minneapolis, MN 55403	Electronic Service	No	OFF_SL_13-867_Official
Michael	Allen	michael.allen@allenergysolar.com	All Energy Solar	721 W 26th st Suite 211 Minneapolis, Minnesota 55405	Electronic Service	No	OFF_SL_13-867_Official
David	Amster Olzweski	david@mysunshare.com	SunShare, LLC	1774 Platte St Denver, CO 80202	Electronic Service	No	OFF_SL_13-867_Official
Sara	Baldwin Auck	sarab@irecusa.org	Interstate Renewable Energy Council, Inc.	PO Box 1156 Latham, NY 12110	Electronic Service	No	OFF_SL_13-867_Official
Laura	Beaton	beaton@smwlaw.com	Shute, Mihaly & Weinberger LLP	396 Hayes Street San Francisco, CA 94102	Electronic Service	No	OFF_SL_13-867_Official
Kenneth	Bradley	kbradley1965@gmail.com		2837 Emerson Ave S Apt CW112 Minneapolis, MN 55408	Electronic Service	No	OFF_SL_13-867_Official
Michael J.	Bull	mbull@mncee.org	Center for Energy and Environment	212 Third Ave N Ste 560 Minneapolis, MN 55401	Electronic Service	No	OFF_SL_13-867_Official
Jessica	Burdette	jessica.burdette@state.mn.us	Department of Commerce	85 7th Place East Suite 500 St. Paul, MN 55101	Electronic Service	No	OFF_SL_13-867_Official
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1800 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_13-867_Official
Carl	Cronin	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_13-867_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Arthur	Crowell	Crowell.arthur@yahoo.com	A Work of Art Solar	14333 Orchard Rd. Minnetonka, MN 55345	Electronic Service	No	OFF_SL_13-867_Official
Timothy	DenHerder Thomas	timothy@cooperativeenergyfutures.com	Cooperative Energy Futures	3500 Bloomington Ave. S Minneapolis, MN 55407	Electronic Service	No	OFF_SL_13-867_Official
James	Denniston	james.r.denniston@xcenergy.com	Xcel Energy Services, Inc.	414 Nicollet Mall, Fifth Floor Minneapolis, MN 55401	Electronic Service	No	OFF_SL_13-867_Official
Ian	Dobson	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_13-867_Official
Jason	Edens	jason@rreal.org	Rural Renewable Energy Alliance	3963 8th Street SW Backus, MN 55435	Electronic Service	No	OFF_SL_13-867_Official
Betsy	Engelking	betsy@geronimoenergy.com	Geronimo Energy	7650 Edinborough Way Suite 725 Edina, MN 55435	Electronic Service	No	OFF_SL_13-867_Official
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