



414 Nicollet Mall  
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November 12, 2024

—Via Electronic Filing—

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

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

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits the enclosed Comments in response to the Minnesota Public Utilities Commission's Notice of Comment Period issued on October 11, 2024.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please contact Kristen Ruud at 612-216-7979 or [Kristen.S.Ruud@xcelenergy.com](mailto:Kristen.S.Ruud@xcelenergy.com) if you have any questions regarding this filing.

Sincerely,

/s/

JESSICA PETERSON  
MANAGER, PRODUCT POLICY

Enclosure  
cc: Service List

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Hwikwon Ham	Commissioner
Valerie Means	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF IMPLEMENTATION  
OF 2023 LEGISLATIVE CHANGES TO  
XCEL ENERGY'S COMMUNITY SOLAR  
GARDEN PROGRAM

DOCKET NO. E002/CI-23-335

**COMMENTS**

**INTRODUCTION**

Northern States Power Company, doing business as Xcel Energy, submits these Comments in response to the Minnesota Public Utilities Commission's Notice of Comment Period issued on October 11, 2024.

The Commission's Notice identified the following topics for comment regarding the Standard Contract for the Low- and Moderate Income (LMI) Accessible Community Solar Garden (CSG) Program (LMI Standard Contract):

- Should the Commission approve the changes agreed-upon by Xcel Energy and Stakeholders?
- How should the Commission address the non-consensus items related to:
  - The relationship between the Tariff and the Contract,
  - The addition of a definition of "Battery Energy Storage System" as proposed by stakeholders, and
  - The use of the term "nameplate capacity" which appears across the LMI Standard Contract?
- Are there other issues or concerns related to this matter?

The Company believes the Commission should approve the agreed-upon changes by Xcel Energy and various stakeholders. Additionally, the record built through the Comment Period will help the Commission determine whether any of the non-consensus items should be approved. The Company, however,

believes these should be rejected. We provide our reasoning in the remainder of these Comments.

## COMMENTS

### I. BACKGROUND

The Company filed the tariffed LMI Standard Contract as part of its tariff Compliance Filing on June 7, 2024 (June Compliance). This contract was developed based on tariff contract provisions of the tariffed Legacy CSG program, the terms of the underlying tariffed LMI CSG program, and discussions with certain industry leaders to the extent that the Company agreed to certain proposed language. Per the Commission's May 30, 2024 Order, the tariffed LMI Standard Contract became effective on the date that the June Compliance was filed. However, as noted in the cover letter to our June Compliance, there were some areas where the parties did not agree on the content to the tariffed contract that may need future discussions and potential modifications. While the Company is actively utilizing the LMI Standard Contract for completed LMI Accessible CSG projects, we believed that discussions regarding potential future changes should continue. The currently filed tariff LMI Standard Contract is clear that future revisions to the tariffed LMI Standard Contract would apply to all such signed contracts so that the then-current tariffed version would apply to all LMI CSGs regardless of when they each signed the tariffed LMI Standard Contract.<sup>1</sup> In this way, whatever modifications the Commission makes to the tariffed LMI Standard Contract would apply to all of the signed LMI Standard Contracts.

The Company filed a letter with the Commission on July 23, 2024, announcing a stakeholder meeting to be held on August 28, 2024 to discuss additional potential changes to the LMI Standard Contract on some areas where the parties were not in agreement. The stakeholder meeting was held on this date with 53 participants attending. Based on the discussion, participants agreed to some changes to the LMI Standard Contract and failed to reach agreement on other proposed changes to the LMI Standard Contract. The Company's September 26, 2024 filing detailed the various agreed-upon changes to the tariffed LMI Standard Contract and specific wording on proposed changes by stakeholders on areas of disagreement.

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<sup>1</sup> This is at tariff sheet 9-99.32, par. 1.B. The language here is nearly identical to corresponding language in the Legacy CSG Standard Contract at tariff sheet 9-73. This language is also similar to the unchallenged language in the LMI CSG tariff at tariff sheet 9-99.05, par. 1.B.

## II. APPROVAL OF AGREED-UPON CHANGES

The Company believes the Commission should approve the agreed-upon changes by Xcel Energy and various stakeholders.

These are set forth below, along with commentary why each change is appropriate. The referenced page numbers below are to the page numbers in Attachment B to our September 26, 2024 filing. The corresponding tariff sheet numbers are in footnotes.

- Page 1 – Adjust the definition for Bill Credit Rate as shown in redline: “The Average Retail Rate includes ~~all~~ compensation for all energy, capacity, and RECs associated with Subscribed Energy.”<sup>2</sup>

The Average Retail Rate applies to Subscribed Energy. Unsubscribed Energy is paid at an avoided cost rate as detailed on tariff sheet 9-99.32, par. 1. Therefore, the change in wording provides greater clarity.

- Page 3 – Adjust the definition of Subscriber Management System as shown in redline: “... the Company accepts and manages interconnection applications for the LMI Accessible Community...”<sup>3</sup>

The Company manages interconnection applications under the LMI CSG program. The Department has great authority over the approval process for LMI CSG program applications. Therefore, the change provides greater clarity.

- Page 4 – Update the first sentence in 1.B as shown in redline: “A copy of the presently filed LMI Accessible Community Solar Garden Program associated tariff of the Company’s rate book is ~~incorporated by reference~~ attached to this contract.”<sup>4</sup>

Similar to the Legacy CSG program, the Company will attach a copy of the associated tariff to the LMI Standard Contract making this an appropriate change.

- Page 8 – Adjust C.3. as shown in redline: “The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were ~~too high~~ higher

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<sup>2</sup> Original Sheet No. 9-99.28

<sup>3</sup> Original Sheet No. 9-99.31

<sup>4</sup> Original Sheet No. 9-99.32

than would have been authorized had correct information been entered, then ~~the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments the Company shall provide the Subscriber Organization with a written Notice of the overpayment~~ and upon receipt these amounts will be credited to the fuel clause. ~~The Subscriber Organization shall have up to thirty (30) days to cure the overpayment of bill credits. If the overpayment is not cured within the thirty (30) days, the Company may utilize the procedures set forth in Section 15.~~<sup>5</sup>

These changes provide an additional notice to the CSG and procedural details in cases where the paid Bill Credits have been higher than authorized and therefore the changes are appropriate.

- Page 9 – Adjust Remedies for Breach as shown in redline: “In the event of any breach of this Contract by ~~the Subscriber Organization~~ either Party, then the ~~Company~~ other Party shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.”<sup>6</sup>

These changes provide a mutual process for breach by either Party and therefore the changes are appropriate.

The Parties have agreed to these changes, and they are reasonable. Therefore, the Commission should approve these agreed-upon changes to the tariffed LMI Standard Contract.

### III. NON-CONSENSUS ITEMS SHOULD BE REJECTED

The non-consensus items where the proposed changes to the LMI Standard Contract do not match the general LMI CSG tariff are:

- Relationship between the tariff and the LMI Standard Contract: Items found in the Company’s September 26, 2024 filing in Attachment C, pages 1 and 4;
- Battery Storage; and,
- Use of the term capacity instead of the term nameplate capacity.

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<sup>5</sup> Original Sheet No. 99.37

<sup>6</sup> Original Sheet No. 99.38

We address these three items in separate sections below.

**A. Items Related to the Bill Credit Rate and the Relationship Between the LMI Tariff and the LMI Standard Contract**

The tariff for the LMI CSG program is at tariff sheets 9-99.01 through 9-99.44, with the LMI Standard Contract being at tariff sheets 9-99.32 through 9-99.42. There is a high degree of overlap between the general provisions of the LMI tariff and the tariffed LMI Standard Contract. Many of the same provisions are carried over word-for-word so that the tariffed contract matches the general tariff.

As noted in the Company's September 26, 2024 filing, as the tariff language states, in the event of any conflict between the terms of the LMI Standard Contract and the Company's electric tariff, the tariff provisions would control. This is a reason why the LMI CSG general tariff and the tariffed LMI Standard Contract should be consistent. Also, another reason is to provide clarity and reduce the risk of disputes over the meaning and intent of the contract or the LMI CSG tariff, which could arise if the two are not consistent. The Company notes that there have not been challenges to the Company's non-contract portion of the LMI CSG tariff, and the disputes at issue here only related to the tariffed LMI Standard Contract.

The Company's September 26, 2024 filing in Attachment C (pages 1 and 4), addresses the following non-consensus items. Each item is presented by first showing in redline the language the Company opposes (along with a footnote showing the tariff sheet number at issue), followed by the Company's reasoning.

1. Page 1 - "Bill Credit Rate" shall mean the then current applicable Average Retail Rate as found in the Company's rate book applicable to the LMI Accessible Community Solar Garden Program, which is consistent with Minn. Stat. §216B.1641 Subd. 8. The Average Retail Rate includes compensation for all energy, capacity and RECs associated with Subscribed Energy. Accordingly, Average Retail Rate will change over ~~time~~ the term of this Contract and the Bill Credit Rate will be based on the then current Bill Credit as provided for in ~~the associated tariff for the LMI Accessible Community Solar Garden program~~ Minn. Stat. §216B.1641 Subd. 8. Once a bill credit applies, that Bill Credit applies for the term of the Contract.<sup>7</sup>

The language at issue here compares to the following unchallenged language on tariff sheet 9-99.01 applicable to the LMI CSG program:

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<sup>7</sup> Original Sheet No. 99.28

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

It would create undue confusion to have different language under the Bill Credit Rate definition at two different pages of the same tariff for the same tariffed program. Further, the current language (without redlines) provides the Commission with greater control of this program and any future changes and aligns with how Bill Credits are treated under the Legacy CSG program.

2. Page 1 - “Community Solar Garden” or “LMI Accessible Community Solar Garden” program unless context indicates otherwise means the same as “Community solar garden” as defined in Minn. Stat. § 216B.1641, Subd 2(c), and the term “associated tariff” shall mean the Company tariff associated with that program unless if context indicates otherwise. ~~This Contract is part of the associated tariff.~~ The associated tariff is part of the electric tariff of the Company.<sup>8</sup>

The tariffed LMI Standard Contract is part of the LMI CSG tariff. The language (without the redline deletion) is accurate and the redline modification would be inaccurate.

Also, the tariffed Legacy CSG Standard Contract is part of the Legacy CSG tariff, and putting the LMI Standard Contract in the tariff aligns with this historical practice for CSGs as set forth by prior Commission Orders. This practice further aligns with state statute that provides that except as otherwise modified, replaced, or superseded by specific LMI CSG statutory provisions, any Commission Order that applies to the Legacy CSG program also applies to the LMI CSG program. (Minn. Stat. § 216B.1641, Subd. 3). The statutory preference clearly supports carrying over to the LMI CSG program the practices and tariffing approaches that were used with Commission approval for the Legacy CSG program. The Commission should not accept the proposed redline changes.

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<sup>8</sup> *Id.*

3. Page 4 - A copy of the presently filed LMI Accessible Community Solar Garden Program associated tariff of the Company's rate book is attached to this contract. The rates for sales and purchases of Subscribed Energy shall be ~~changed~~ updated annually ~~or otherwise~~ as provided by Minn. Stat. 216B.1641, Subd. 8(b) and by order of the Commission. The Subscriber Organization shall comply with all of the rules stated in the Company's applicable electric tariff related to the LMI Accessible Community Solar Garden Program and the tariffed version of this Contract, as the same may be revised from time to time, or as otherwise allowed by an amendment to this Contract approved, or deemed approved, by the Commission. ~~In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.~~<sup>9</sup>

The language at issue here compares to the following language for the Legacy CSG tariff contract on tariff sheet 9-73:

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

Further, the language here (without the suggested redline changes) is consistent with the following, unchallenged, language for the LMI CSG tariff on tariff sheet 9-99.05:

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

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<sup>9</sup> Original Sheet No. 99.32, par. 1.B.

As pointed out above, the statutory preference clearly supports carrying over to the LMI CSG program the practices and tariffing approaches used with Commission approval for the Legacy CSG program. Further, the provisions at issue here in the Legacy CSG context helped to give the Commission authority and continued supervision over the tariffed Legacy CSG Standard Contract including changing the Legacy Bill Credit from the ARR to the VOS. Also, the proposed changes would create an inconsistency with other provisions in the LMI CSG tariff. It is in the public interest for the Commission to have continued oversight over the terms and conditions of the LMI Standard Contract, to have consistent tariff language, and the current language (without the redline deletion) aligns with this.

## **B. The Definition of “Battery Energy Storage System” Should Not Be Included in the Tariffed LMI Contract at this Time**

The specific changes to the LMI Standard Contract on Battery Energy Storage Systems (BESS) that certain stakeholders have proposed, but the Company opposes, are as follows:

- “Battery Energy Storage System” or “BESS” shall mean a commercially available technology that uses chemical processes to store energy, including energy generated from renewable resources and energy that would otherwise be wasted, and deliver the stored energy for use at a later time. *(Page 1 of Attachment C to September 26 filing, to be inserted on tariff sheet 9-99.28 in the definitions section.)*
- “PV System” shall mean the solar electric generating facility to be located at the Community Solar Garden, including the photovoltaic panels, inverter, output breakers, facilities necessary to connect to the Production Meter, protective and associated equipment, improvements, BESS, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the photovoltaic energy subject to this Contract. *(Page 3 of Attachment C to September 26 filing, to be inserted on tariff sheet 9-99.30 as part of the definition of “PV System”).*

As explained above, the tariffed Standard Contract associated with the LMI CSG program should not be inconsistent with the other tariffed provisions applicable to the LMI CSG program. The Commission has already accepted those provisions of the LMI CSG tariff that are not related to the Standard Contract, and these non-contract provisions do not address BESS. The non-contract LMI CSG tariff provisions have not been challenged on this issue. It would create unnecessary confusion to add

entirely new BESS provisions to the tariffed LMI Standard Contract that are not in the general LMI CSG tariff.

There may come a time to discuss battery storage issues in conjunction with the LMI CSG program. However, this is not the venue to do so since the tariffed LMI Standard Contract aligns with the LMI CSG general tariff approved by the Commission.

The Company also notes that the Commission has sent the battery + PV issue to the Distributed Generation Working Group (DGWG) for further record development. See April 15, 2024 Order in Docket No. E999/CI-16-521, Ordering Point 7, which states: *“The Commission directs the DGWG to explore if and how battery storage systems should be evaluated under the MN DIP. Topics to discuss would include: should the battery storage and DER generation be studied on a combined basis in the interconnection process, and whether or not net-metered DER plus storage applications should be treated differently under the MN DIP than non-exporting DER plus storage applications.”* The Company recommends that the Commission address storage issues in a logical sequence – first determine how storage + PV applications will be studied in the interconnection process, and then determine how these systems will be treated in various programs.

Further, the proposed wording for the BESS definition is over-reaching. As worded, BESS + PV systems would be allowed in either DC coupled, or AC coupled configuration. In an AC coupled configuration, the energy being stored would not be limited to energy produced by the PV system and could also include system energy from the grid that the developer purchases at retail price. Under this proposed wording, in conjunction with existing tariff language, the Bill Credits for the CSG would also include payment for energy released from the storage system. This would mean that in AC coupled configuration the energy that the Company sold at retail price to the CSG could be stored by the CSG and then later resold to the Company at a much higher CSG Bill Credit Rate. This goes well beyond the tariff language and intended scope of the LMI CSG program. The CSG energy sold to the Company could also include system energy for which RECs are not applicable, and this would conflict with the requirement that the CSG Bill Credit rate includes the purchase of RECs for the energy being purchased.

**C. The term “Nameplate Capacity” Should Not Be Changed to “Capacity” in the Tariffed LMI CSG Contract**

The CSG stakeholders have requested the following redline changes to the tariffed LMI Standard Contract on the “capacity” issue. This language was identified in the

Company's September 26, 2024 filing in Attachment C at pages 1 and 7, and would be placed at tariff sheets 9-99.28 and 9-99.29, and, 9-99.35.

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

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

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

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

Each operational CSG in the LMI CSG program has “Front of the Meter” or FTM production. This means that a CSG is not associated with any notable load that could offset the production from the PV facility. All capacity of the PV facility is assigned to the Company. Accordingly, the only reason for the dispute over “nameplate capacity” verses just “capacity” is related to the battery plus storage scenario. And currently the DGWG has been tasked by the Commission to discuss how storage + PV systems should be addressed in the interconnection process. Like the PV plus storage scenario discussed above, the Company recommends that the Commission not address the capacity issue at this time. Instead, the Commission should let the DGWG further develop the storage issue in the workgroups and determine how the Commission wants to address PV plus storage from the interconnection perspective before addressing the capacity issue in the LMI CSG program.

Further, the use of the term “nameplate capacity” matches those LMI CSG tariff provisions that are not part of the LMI Standard Contract. See, for example, tariff sheets 9-99.02 (definition of “Community Solar Garden Allocation” – allocation of production is based on nameplate capacity); 9-99.08, par. 9 (public posting of nameplate capacity); 9-99.17, par. f (public posting of in public queue of nameplate capacity); 9-99.26 (part of information needed to be provided by CSGs to Subscribers). For the sake of consistency, this proposed change should not be accepted by the Commission.

One additional reason not to adopt the proposed redlines is that it could imply that there would be a different capacity number set forth for the same system in the Interconnection Agreement which uses the Nameplate Capacity. Having a consistent rating number in the two contracts for the same system would reduce confusion and for this additional reason the redline changes should not be accepted.

The Company also notes the Commission's vote on November 7, 2024 in Docket Nos. E-002, E-111, E-017, E-015/CI-24-200 where the Commission, in the context of interpreting the meaning of "capacity" under Minn. Stat. § 216B.164, subd 2a(c), voted to adopt the following Decision Option:

Delegate authority to the Executive Secretary to open a new rulemaking proceeding to clarify that "capacity," as defined in Minn. Stat. 216B.164, subd. 2a(c), for purposes of eligibility for net-metering in Minnesota Stat. 216B.164, subd. 3(d), is determined by and measured at the qualifying facility's inverter or a power control system or supplemental device that controls production at the QF before the net-metered customer's load.

Under the LMI CSG statutory provisions at Minn. Stat. §216B.1641, Subd 6, each LMI CSG needs to "...have a capacity, as defined under section [216B.164](#), subdivision 2a, paragraph (c), of no more than five megawatts ...." Since the same statutory definition of capacity is used for the LMI CSG program as what was at issue at the Commission's November 7 hearing, it would make sense for the participants to meet prior to submitting Reply Comments to determine whether the issues here can be narrowed. If they can be narrowed, then the Company would intend to reflect this in its Reply Comments.

### **III. OTHER ISSUES OR CONCERNS**

The Company has not identified any other issues or concerns related to the topics specified in the Notice.

## **CONCLUSION**

The Company appreciates the opportunity to provide these Comments regarding the LMI Standard Contract provisions. We recommend that the Commission adopt the agreed-upon changes and reject the other proposed changes that lack consensus.

Dated: November 12, 2024

Northern States Power Company

## CERTIFICATE OF SERVICE

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

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

xx electronic filing

**DOCKET No.      E002/CI-23-335**

Dated this 12<sup>th</sup> day of November 2024

/s/

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Christine Schwartz  
Regulatory Administrator

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