

LIST OF COMPILED DECISION OPTIONS

1. Approve the consensus changes identified in Xcel's initial Comments on November 12, 2024. (Xcel, Department, Nokomis)

OR

- 1a. For clarity, the exact tariff changes being approved in Decision Option 1 are the following: (Xcel)

A. Tariff sheet 9-99.28, 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."

B. Tariff sheet 9099.31, adjust the definition of Subscriber Management System as shown in redline: "... the Company accepts and manages interconnection applications for the LMI Accessible Community..."

C. Tariff sheet 9-99.32, 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."

D. Tariff sheet 9-99.37, 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 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."

E. Tariff sheet 9-99.38, 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."

2. Deny the proposed edits that would purport to make the LMI standard contract a free-standing or independent agreement. (Department and Xcel)

OR

3. Approve the proposed edits that would make the LMI standard contract a free-standing or independent agreement. (Nokomis)
4. Approve Xcel's proposed edits that incorporate a "Battery Energy Storage System" definition into the LMI standard contract. (Xcel, Department, Nokomis)

OR

- 4a. For clarity, the exact tariff changes being approved in Decision Option 4 are the following:

- A. Add the following definition of BESS to the LMI Standard Contract (tariff sheet 9-99.28) and to the LMI CSG tariff (tariff sheet 9-99.01):

"Battery Energy Storage System" or "BESS" shall mean a commercially available technology that uses chemical processes to store energy generated solely from the Community Solar Garden and deliver the stored energy for sale or use at a later time. The parties agree the stored energy in the BESS may not include utility system energy.

- B. Add BESS to the definition of PV System on tariff sheets 9-99.03 and 9-99.30 as shown in redline:

"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 tariff. (Xcel)

5. Approve Xcel's proposed edits which change "nameplate capacity" to "capacity" in the LMI standard contract. (Xcel, Department, Nokomis)

OR

5a. For clarity, the exact tariff changes being approved in Decision Option 5 are the following: (Xcel)

A. The following definition of capacity shown in redline is to be inserted into the LMI CSG tariffed contract at tariff sheet 9-99.01:

“Capacity” is determined by and measured in alternating current (AC) at the solar photovoltaic electric generating facility’s inverter or a power control system or supplemental device that controls production at this facility before the load at the site of the facility.

B. Edit tariff sheet 9-99.28 as shown in redline:

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

C. Edit tariff sheet 9-99.35 as shown in redline:

9. Disclosure of Community Solar Garden Information. The Docket No. E002/CI-23-335 Attachment A 1 of 4 Company may publicly disclose the Community Solar Garden Location, Subscriber Organization, ~~nameplate~~ capacity and generation data of the Community Solar Garden. ...

D. Edit tariff sheet 9-99.08 as shown in redline:

9. Disclosure of Community Solar Garden Information. The Company may publicly disclose the Community Solar Garden Location, Subscriber Organization, ~~nameplate~~ capacity and generation data of the Community Solar Garden. ...

E. Edit tariff sheet 9-99.17 as shown in redline:

f. The Company may publicly post the following information about each interconnection application submitted by projects whose interconnection application was submitted in the area of the Company’s portal for Community Solar Garden applications: Community Solar Garden location (city and county), name of the owner of the Community Solar Garden, ~~Nameplate~~ Capacity, application identification number, ...

F. Edit tariff sheet 9-99.43 as shown in redline:

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

OR

5b. Approve Xcel’s proposed edits which change “nameplate capacity” to “capacity” in the LMI standard contract, except for the additional definition of “capacity” at tariff sheet 9-99.01. (Nokomis)

6. Approve the inclusion of “once a bill credit applies, that Bill Credit applies for the term of the Contract.” (Nokomis)

OR

7. Approve the inclusion of “Upon execution of the Contract, the Average Retail Rate shall not change for the term of the Contract.” (Nokomis)

OR

7a. Approve the inclusion of “Upon execution of the Contract, the methodology used to calculate the Average Retail Rate shall not change for the term of the Contract.” (Nokomis)

OR

8. Deny the inclusion of either “once a bill credit applies, that Bill Credit applies for the term of the Contract” or “Upon execution of the Contract, the Average Retail Rate shall not change for the term of the Contract” in the “Bill Credit Rate” definition. (Xcel and Department)

9. Approve the following non-contested revision to tariff sheets 9-99.02 and 9-99.29 to the definition of “Community Solar Garden Allocation” as shown in redline:

“Community Solar Garden Allocation” or “CSG Allocation” shall mean the monthly allocation, stated in Watts direct current (DC) as a portion of the total DC nameplate capacity of the PV generating portion 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. (Xcel)