414 Nicollet Mall
Minneapolis, MN 55401

February 22, 2019

—Via Electronic Filing—

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

RE: REPLY COMMENTS
COMMUNITY SOLAR GARDENS PROGRAM
DOCKET NO. E002/M-13-867

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission the enclosed Reply Comments in response to the Comments filed by parties regarding our December 14, 2018 Petition.

Pursuant to Minn. Stat. § 216.17, subd. 3, 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 Jessie Peterson at jessika.k.peterson@xcelenergy.com or (612) 330-6850 if you have any questions concerning this filing.

Sincerely,

/s/

SHAWN WHITE
MANAGER, DSM REGULATORY STRATEGY & PLANNING

Enclosures
c: Service Lists

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

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 ITS PROPOSED COMMUNITY SOLAR GARDENS PROGRAM	DOCKET NO. E002/M-13-867
	REPLY COMMENTS

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission these Reply Comments regarding our Petition for approval of changes to our Section 9 Tariff applicable to the Solar*Rewards Community program. Several parties submitted initial comments to our proposal.

We appreciate parties' ongoing engagement in this docket. Our Solar*Rewards Community program has now grown to 513 MW of interconnected community solar. As the largest community solar program (CSG) in the nation, we have significant lessons learned and opportunity to refine the process for future projects in conjunction with the implementation of the MN DIP and MN DIA beginning in June of 2019.

We filed our petition for proposed program tariff changes in the current docket on December 14, 2018, and on the same day submitted other proposed tariff changes to the Solar*Rewards Community program and other tariff provisions in Docket No. E002/M-18-714. The proposed tariff changes in Docket No. 18-714 addressed tariff changes needed to implement the MN DIP and MN DIA, and focused on revising tariff provisions so that there would not be any conflict with the implementation of the MN DIP or MN DIA. The incremental tariff changes in the current docket addressed other changes based on lessons learned and the desire to further improve the Solar*Rewards Community program.

Prior to submitting the petition with proposed tariff changes in the current docket and in Docket No. 18-714, most of these proposed tariff changes were vetted with stakeholder workgroups. This included a DG stakeholder session[1] on October 26, 2018; informational presentation to the MN DIP Distributed Generation Workgroup (DGWG) on November 9; discussion at the MnSEIA "Gateway to Solar" Conference on November 13; and, discussion at the November 14 Solar*Rewards Community Implementation Workgroup. The minutes of the November 14 Implementation Workgroup (as filed in this docket on February 19, 2019) contain the draft tariff revisions that were presented at the October 26 and November 14 stakeholder sessions.

In these Reply Comments, we address key issues raised by parties regarding our Solar*Rewards Community tariffs, including subscription review, deposit language, elimination of the current independent engineering process for those applications subject to the MN DIP, revisions to our tariff to include the substance of previously approved amendments to provide more options to developers on how to address certain issues, changes to participation fees and developers' proposed programmatic changes.

I. CSG Subscription Review

The Department of Commerce (Department) noted inconsistency in our proposed tariff revisions regarding changing our assessment of a customer's annual average consumption to 12 months instead of the current 24 months. This relates to the methodology we employ to determine the customer's maximum subscription size which cannot exceed 120 percent of their average annual consumption of electricity. The Company proposed language changing this to 12 months on Section 9, Sheet 70, but failed to also change the corresponding language on Section 9, Sheet 65. The Company agrees that this change should be made to Sheet 65. This sheet should have the following additional redlined changes:

> e. Each subscription shall be sized so that when combined with other distributed generation resources serving the premises of each subscriber that the subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity (over the prior ~~twenty four (24)~~ twelve (12) months by each subscriber to which the subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS). If ~~twenty four (24)~~ twelve (12) months of historical electric energy consumption data is not available for a particular subscriber, the Company will calculate the estimated annual electric energy consumption as follows: if there is less than ~~twenty four (24)~~

[1] We note that members of the SRC Implementation Workgroup were invited to these meetings as well.

twelve (12) but four (4) months or more of consumption history, the average monthly consumption is multiplied by twelve (12) to figure the yearly consumption….

II. Deposits

A one-time refundable program deposit of $100/kW per each garden application is required to participate in the Solar*Rewards Community program and is intended to help protect subscribers from poorly planned projects. Our petition in this docket proposed to return the deposit to the developer at an earlier time as requested by developers, but also wanted to be able to use the deposit to offset amounts that the developer or any of its corporate affiliates owe the Company. Our petition proposed these specific proposed redlined changes to our tariff on this issue:

> (2) Prior to the Company processing the application, the garden operator must submit a deposit of an amount equal to $100/kW to the Company. This deposit may be submitted by check or wire transfer. The deposit will be eligible for release upon any of the following conditions: 1) full execution of the Interconnection Agreement, 2) garden operator withdrawal of Solar*Rewards Community application in the online application system, or 3) Company cancellation of the application due to non-compliance with program or interconnection timelines or tariffs. For deposits held by the Company w~~W~~ithin thirty (30) days of receipt of the required deposit refund request paper work ~~after either the project is completed or the date when the garden operator informs the Company that it will no longer continue pursuing completion of the garden project, or if the project is not completed within the twenty four (24) month timeline (including day-for-day extensions) detailed below,~~ the Company shall return to the garden operator the remaining portion of the deposit after first applying the deposit towards any past due amounts that the garden operator (or any corporate affiliate of the garden operator) owes to the Company pursuant to the Solar*Rewards Community Program. When the deposit qualifies to be returned to the garden operator, it shall also include interest.

These proposed redlines were presented to stakeholder's during the October 26 and November 14 working group sessions. There were no objections on this issue submitted to us prior to the initial comment round in this docket in February 2019.

We are sensitive to the objections raised by certain developers that allowing deposits issued for one project to be used for another rather than returned in full may impair the financing of future projects. Additionally, upon further reflection it appears that some of our proposed revisions would have been in conflict with MN DIP as they would provide additional security, on top of what is provided in MN DIP, for our costs in building out our network to accommodate interconnections under this program.

Accordingly, we will agree to the revisions proposed by the developers so that the redlined changes to our existing tariff will be as follows:

(2) Prior to the Company processing the application, the garden operator must submit a deposit of an amount equal to $100/kW to the Company. This deposit may be submitted by check or wire transfer. The deposit will be eligible for release upon any of the following conditions: 1) full execution of the Interconnection Agreement, 2) garden operator withdrawal of Solar*Rewards Community application in the online application system, or 3) Company cancellation of the application due to non-compliance with program or interconnection timelines or tariffs. For deposits held by the Company w~~W~~ithin thirty (30) days of receipt of the required deposit refund request paper work ~~after either the project is completed or the date when the garden operator informs the Company that it will no longer continue pursuing completion of the garden project, or if the project is not completed within the twenty four (24) month timeline (including day-for-day extensions) detailed below,~~ the Company shall return to the garden operator the deposit. When the deposit qualifies to be returned to the garden operator, it shall also include interest.

III. Elimination of the Independent Engineering Process for Applications that are Subject to the MN DIP

One of the priorities of the MN DIP is to have a uniform statewide interconnection process across all utilities and all utility programs. All tariffs and program rules should align with the uniform interconnection process applicable to all applications that are subject to the MN DIP.

The current Solar*Rewards Community process has a procedure to address interconnection disputes utilizing an independent engineer (IE). Dispute resolution under MN DIP 5.3 is a mediation process. Dispute resolution through the IE process is not mediation. A mediation process, such as in MN DIP 5.3 is where the parties attempt to settle their dispute through negotiations with the assistance of a third-party mediator to assist with the negotiations. The parties can agree to bring technical resources to the table during this process. The IE process, on the other hand, is more akin to litigation with the IE issuing a written report that specifies how the matter will be resolved unless the Commission issues an order to the contrary. The IE process can take an extended period of time, perhaps up to a year or more for an individual dispute, and while this dispute is pending, all applications in queue behind the application are prevented from moving forward.

The inconsistency between the IE process and the dispute resolution process in MN DIP 5.3 has been extensively discussed. The Commission's Distributed Generation Workgroup addressed this in their work defining the MN DIP process and these details were discussed on record through comment periods.[2] The Company believes

[2] For example, in Docket No.E-999/CI-16-521 Xcel Energy comments filed on January 17, 2018 (at page 11) note the inherent inconsistency between the IE process and the MN DIP dispute resolution process), and Staff Briefing Papers filed on May 16, 2018 (at PDF page 182) note that the implementation of MN DIP 5.3 dispute process would eventually replace the Independent Engineer review process. This is because the IE process would still be available to current applications that would not be subject to the MN DIP, but over

this thoroughly vetted process should be adhered to consistent with the regulatory record for MN DIP. The new MN DIP process ensures that Solar*Rewards Community interconnection applications do not have special interconnection considerations not allowed to non-CSG interconnection applications.

The Company also addressed changes to the Solar*Rewards Community program in conjunction with the implementation of the MN DIP in our quarterly S*RC Implementation Workgroup meetings. This included specific discussion at the September 12, 2018 meeting that the IE review process would not be available to applications that are subject to the MN DIP.[3] Specific draft tariff redlines showing the elimination of the IE process for applications subject to the MN DIP were presented at the October 28 and November 14 workgroup sessions referenced above on page 2 of these Reply Comments.

The CSG Developer Group mistakenly argues that the IE process is required because it is part of a bargain struck with Xcel Energy in 2015 under the Partial Settlement Agreement.[4] The Partial Settlement Agreement was signed by Xcel Energy and the following parties: Innovative Power Systems, MN Community Solar LLC, Novel Energy Solutions, Renewable Energy Partners, SolarStone, Sundial Solar, and TruNorth Solar LLC. It was not signed by any other party. Paragraph 3.1 of the June 2015 Settlement Agreement, states:

> … *obligations under this Settlement Agreement are contingent upon the issuance of a Commission order (a) accepting this Settlement Agreement and (b) making all terms and conditions hereof applicable to all present and future participants in the Community Solar Garden Program. In the event the Commission does not accept this Settlement Agreement and issue a Commission order consistent with the requirements of the foregoing sentence, this Settlement Agreement is to be deemed to be null and void and of no force or effect….*

The Commission in its August 6, 2015 order did not adopt or accept the Partial Settlement Agreement. Instead, this order only adopted certain paragraphs (2.2 and 2.3) of the Partial Settlement Agreement, and even then made some substantive changes to the provisions in these paragraphs. These changes included:

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time all pending applications would be subject to the MN DIP.

[3] See Stakeholder Meeting Minutes filed in this docket on November 16, 2018, at PDF page 28.

[4] We believe these objections were in the incorrect docket. The tariff revisions to eliminate the IE process where made in the MN DIP docket, Docket No. 18-714 because compliance with MN DIP drives these changes. Parties made no objection on this issue in Docket No. 18-714. The only comments on this issue filed in Docket No. 18-714 were from the Department that supported the elimination of the IE process for applications that are subject to the MN DIP.

a. Eliminating the requirement that applications not yet deemed complete achieve an in-service date prior to December 31, 2016.
b. Eliminating the ability of Xcel Energy to cause the selection of the Independent Engineer, and instead determined that the Department should select or approve the IE.
c. Removed reference to co-located gardens above 1 MW as being "Non-Statutory Community Solar Gardens"
d. Added dispute resolution by the Department on co-location issues.

By its terms, the Settlement Agreement is void. Parties cannot rely on provisions of a void document to assert that there are perpetual obligations under that void document.

The Appellate Court order of May 31, 2016, in affirming the Commission's August 2015 order, noted that CSG statute provides that the PUC "… may approve, disapprove, or modify a community solar garden program." (*In the Matter of the Petition of Northern States Power Company for Approval of Its Proposed Community Solar Garden Program*, A15-1831, (Minn. App. Ct, May 31, 2016), p. 14). Accordingly, state statute authorized the Solar*Rewards Community program modifications set forth in the August 2015 order, not the Partial Settlement Agreement, and this same state statute can authorize further modifications to the program.

IV. Company Offered to Include Currently Approved Amendments as a Tariffed Option

The Commission's April 7, 2014 order in this docket, Ordering Point 21.i., allows Xcel Energy and Community Solar Garden Operators to negotiate variations from the tariffed Standard Contract for Solar*Rewards Community. The parties may file such a proposed amendment, and if no objection is filed within 30 days, that amendment may go into effect. Of the seven individual amendments that have been approved through this process, the Company has proposed tariff revisions that put the substance of three of these previously approved amendments into our tariff. The CSG Developer Group has objected to the following two of these being put into our tariff:

- Sheet 77: Giving Garden Operators an option to combine annual reporting of several different gardens together at a parent-company level in exchange for the parent-company providing a parent guarantee on the debts of its subsidiaries that own the gardens; and
- Sheet 67.3: Giving Garden Operators an option to avoid cancellation of their project where they have not achieved Mechanical Completion within the required 24-month deadline and giving them 6 additional months to achieve

this, provided that the garden has achieved Substantial Progress by the 24-month deadline and the Garden Operator agrees to pay a per-day late fee until it has achieved Mechanical Completion that will be 100% credited to the fuel clause to help off-set the bill credits that are issued under this program.

These tariff provisions would create options, and trade-offs, for developers. By the tariff wording, these options are not binding on developers unless the developer chooses the trade-offs.

A. Combined Annual Reports

The amendment filed in this docket on August 1, 2018, addresses requirements for the content of annual reports that Community Solar Garden Operators must submit to subscribers and to Xcel Energy. We heard from developers that certain requirements in the tariffed Standard Contract for Solar*Rewards Community (Section 9, Sheet 77) which include the need for financial reporting for each garden that are subsidiaries of the same parent company, place undue burden on the Garden Operator. The amendment allows the parent company of one or more down-line Garden Operators to combine financial statements and management information for the several gardens in a single annual report by the parent company, but would still require specific production information for each garden. This includes a Parent guarantee to pay the debts on behalf of its subsidiaries. This would be a quid-pro-quo for the developer not being required to provide audited financial information of each LLC garden owner. This aligns with the public interest in letting subscribers have a clearer vision into the financial stability of the garden and the ability to perform ongoing maintenance to enable garden performance, while eliminating the effort needed to submit LLC-specific financial information.

The addition of this language to our proposed language was added as an option to the annual reporting requirement. MnSEIA and the CSG Developer Group comment that the parent guarantee is "overly broad" or may "complicate financing". If this is so, then under the tariff a developer has the sole discretion to not provide the combined annual reports at the Parent level. Their objections do not justify denying this possible path for other developers who would want to utilize it.

B. 24-month Deadline Extension

Garden Operators have expressed to us the desire to have an alternative to cancellation in the event that Mechanical Completion is not achieved within the 24-month period (including allowed day-for-day extensions). This previously approved amendment language allows additional time for the application to proceed to completion by paying a per day "late fee" based on the size of the Nameplate Capacity of the Generation

System and based on the number of days in excess of the 24 month period to achieve Mechanical Completion. All such payments received by the Company are credited 100 percent to Xcel Energy customers. This language has enabled forty-five projects to avoid project cancellation to-date. The proposed tariff revisions incorporate this concept into our tariff. If a developer does not want to have additional time to achieve Mechanical Completion, then it is not obligated to pay the late fee.

The CSG Developer Group, in addressing the Mechanical Completion date and the late fee, argues about requested in-service dates. The two issues are not tied to one-another. The Mechanical Completion date was chosen as the deadline of the 24-month period because achieving this deadline is unrelated to whether the project is actually in-service. Also, if the Company has failed to meet its tariffed deadlines, the Garden Operator is entitled to a day-for-day extension on the 24-month deadline.

A scheduled in-service date is worked out between the developer and the Xcel Energy designer as the estimated date by which the parties will have their own construction complete. The energization and acceptance testing dates necessary to achieve operation can be scheduled within eight weeks prior to the expected in-service date. There are many processes and requirements for achieving commercial operation that have been fully vetted with and explained to the developer community.[5] The eight-week window for scheduling these dates was initiated in the second half of 2018, and has been very successful at eliminating cancelled appointments.

The Company is unaware of any projects that were delayed for energization outside of weather events, safety issues, or developer unpreparedness.[6] Once a developer is not ready for the previously set in-service date, they need to negotiate with the Xcel Energy designer for the next available in-service date, and in some cases energization and witness testing dates, which may be several months out. These types of situations do not show any conduct on the part of Xcel Energy that would impact or delay when a garden achieves Mechanical Completion.

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[5] See Requirements for Commercial Operation at this link: https://www.xcelenergy.com/staticfiles/xe-responsive/Working%20With%20Us/Renewable%20Developers/SRC-MN-Commercial-Operation-Process.pdf

[6] There are examples whereas projects were not ready for the in-service date because they did not have easement or site work completed on-time and this has resulted in the in-service date, along with energization and witness testing dates being moved out. We have another situation where a Garden Operator picked up their telemetry cabinet and subsequently lost it, and therefore was not ready for its in-service date, which then was moved along with energization and witness testing dates. These examples, among others, will delay an in-service date.

V. Increased Participation Fee

The Company requires Garden Operators to pay a yearly participation fee of $300 per application for "ongoing costs incurred administering the program."[7] An incremental increase in the ongoing annual budget impact of each Garden Operator to utilize the subscriber management system was used to estimate the $300 fee to ensure the program was self-sustaining over the long term. In our original Petition, we estimated 72 community solar gardens, a moderate number of subscriptions associated with these 72 gardens and one individual working full-time on program management.[8] Today the program has surpassed 500 completed applications, we have over 12,000 subscriptions and there are three individuals working full-time on program management, with many others supporting the program on many levels.

While the participation fees collected in 2019 are estimated at $168,300 (561 applications x $300), these fees no longer cover the ongoing costs of the program. As shown in Table 1 below, ongoing program administration costs are much higher than the participation fees collected today.

Table 1: Ongoing Administration of the Solar*Rewards Community Program

	Annual Expense
Subscription Management	$ 99,500
Support and Development (IT)	$ 32,000
Labor Forecast	$ 200,000
Total	$ 331,500

At the forecasted annual expense from the table above a Participation Fee of $591 would be required to fully recover costs for ongoing administration. Our proposed changes requested an increase to our current participation fee from $300 to $500 to cover some of the additional ongoing costs of the program. We believe this request to be conservative and reasonable. Only costs that are known to be ongoing and fully dedicated to the program are included in this summary.

VI. Proposed Programmatic Changes

The CSG Developer Group has requested an open comment period to discuss a variety of program improvements that could be considered for future benefit of the

[7] See Xcel Energy Community Solar Garden Petition filed September 30, 2013. Page 13.
[8] See Xcel Energy Community Solar Garden Reply Comments filed December 17, 2013.

program and its participants. The Company would support sending some of these issues first to the SR*C Implementation Workgroup and then have a comment period if they are not resolved in that workgroup.

A. New Electric Vehicle Owners

The CSG Developer group suggests that the Company allow new electric vehicle owner's to upsize their CSG subscription more quickly than waiting for twelve months of annual usage data. Minn. Stat. §216B.1641 requires the Company to verify whether a subscriber has no more than 120 percent of the average annual consumption of electricity by each subscriber at the premises to which the subscription is attributed. We can discuss options for adjusting the process to accommodate a change in usage within the statute requirements that apply to this program. The S*RC Implementation Workgroup that meets on a quarterly basis would be an appropriate venue for these types of discussions.

B. Technical and Online Solutions for Signing up Residential Customers

The CSG Developer group wants a technical or online solution that would make the process of signing up for residential subscribers more clear and efficient. The Company's role in subscription management is to provide bill credits to those customers choosing to participate in the Solar*Rewards Community program. We already provide online process to allow developers to electronically update the subscription records. Any proposed solution would need to take into account customer data-privacy requirements and concerns. Additional resources, software tools or technical solutions also could be costly depending on what exactly is being proposed, and this in turn would require additional increases in our participation fees. We believe the cost of such efforts belong with the Garden Operators and not on behalf of Xcel Energy customers. All such issues should be examined together if the Commission takes up this issue.

C. Advanced Inverter Functionality

Advanced inverter functionality is being addressed in Docket No E999/M-16-521. The Company is current participant in the Technical Review Subgroup on this issue. There should be a uniform statewide process for implementation of this technology, not program specific adoptions.

D. Release of Deposits Earlier in the Process

The Company's proposed tariffs have already addressed the release of deposits earlier in the process discussed above in these Reply Comments.

E. Renewal Period

We oppose the request to extend the 25 year Solar*Rewards Community contracts by 5 years. The Company had originally proposed a 20 year term, developers wanted to have a 25-year term. The Company determined that a 25 year term was appropriate based in part because this term length is consistent with the Value of Solar methodology. The Commission supported this in its April 7, 2014 order.

If the PV System is still in operation at the end of the 25 year term, it would be appropriate to consider at that time whether it would be proper to enter into a PPA based on then-current avoided-cost for some additional term consistent with what the law may allow or require at that time. There is no need for the Commission to take any action now on this proposal.

F. Interconnection Study fees

Interconnection fees and study analysis were addressed by the MN DIP and will change beginning on June 17, 2019. As outlined in the MN DIP these fees are determined by interconnection type and are based on the study type needed. Some Solar*Rewards Community projects will go through the Fast Track process while others will require a more in depth analysis. These details can be found in the MN DIP and there is no need to revisit this subject in future proceedings under the CSG docket. The MN DIP process should apply uniformly throughout utilities across the state, and not vary by utility program.

CONCLUSION

We appreciate the opportunity to provide these Reply Comments and to address Comments filed by other parties in this docket.

Dated: February 22, 2019

Northern States Power Company

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; or

xx by electronic filing.

Docket Nos.: E002/M-13-867

Dated this 22nd day of February.

/s/

_____

Jim Erickson
Regulatory Administrator

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