

414 Nicollet Mall Minneapolis, MN 55401

June 30, 2017

-Via Electronic Filing-

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

RE: PETITION CUSTOMER ACCESS JOINT PILOT PROGRAM DOCKET NO. E002/M-17-\_\_\_

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission the enclosed Petition which supplements our March 1, 2017 Customer Access Joint Pilot Concept filing submitted in Docket No. E002/M-13-867.

We have electronically filed this document with the Commission, and copies have been served on the parties on the attached service lists. Please contact me or Holly Hinman at <u>holly.r.hinman@xcelenergy.com</u> or (612) 330-5941 if you have any questions regarding this filing.

Sincerely,

/s/

AAKASH H. CHANDARANA REGIONAL VICE PRESIDENT, RATES AND REGULATORY AFFAIRS

Enclosure c: Service List

## STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

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

IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER COMPANY FOR APPROVAL OF ITS CUSTOMER ACCESS JOINT PILOT PROGRAM DOCKET NO. E002/M-17-\_\_\_\_

## SUPPLEMENT AND PETITION

## **OVERVIEW**

Northern States Power Company, doing business as Xcel Energy (Xcel Energy or the Company), submits this supplement to our concept proposal filed March 1, 2017 in compliance with the Minnesota Public Utilities Commission's September 6, 2016 Order. The Order requires that the Company develop and file a community solar garden proposal for low income customers, applying LIHEAP eligibility standards. In addition, the Commission ordered the filing of any other proposals by parties to enhance access to community solar gardens for low income customers.

On March 1, the Company and Energy CENTS Coalition filed a concept proposal for a joint pilot program, and described efforts to develop a first-of-its-kind project that pairs energy efficiency investments with community solar garden participation in the Railroad Island neighborhood of Saint Paul, MN. No other parties made proposals in response to the Commission's Order.<sup>1</sup>

As described in our March 1, 2017 submission, the Company is partnering with Energy CENTS Coalition, Dayton's Bluff Neighborhood Housing Association, and the Center for Energy and the Environment to deliver a locally-supported mechanism to reduce energy costs, improve housing stock, increase comfort, and potentially enhance neighborhood vitality. We believe the pilot project will provide customer

<sup>&</sup>lt;sup>1</sup> The Institute for Local Self Reliance filed Comments on March 1, 2017, highlighting its view of guiding principles and recommendations for broadening program access for low income customers.

benefits while enabling the exploration of a program model that expands access to community solar gardens subscriptions. We respectfully request that the Commission approve the Joint Pilot proposal, as well as the supporting tariff sheets.

This pilot proposal includes a description of the proposed pilot's scope and its implementation plan. Here, we describe the key features of our proposed joint pilot program "RENEWs," which stands for Rehabilitation and Efficiency: Neighborhood Energy Works. We describe the energy efficiency component, as well as the initial resource, pricing, marketing, administration, management, and tariffed terms for the community solar component.

We address the Company's non-discriminatory treatment of its own community solar garden in the context of the Solar\*Rewards Community program, the public interest reasons that support this pilot proposal, and next steps for implementation.

# 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.

# **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

## C. Name, Address, and Telephone Number of Utility Attorney

James R. Denniston Xcel Energy 414 Nicollet Mall, 401 – 8<sup>th</sup> Floor Minneapolis, MN 55401 (612) 215-4656

## D. Date of Filing

The date of the filing is June 30, 2017. The Company will begin to take steps to implement the program following approval from the Commission.

## E. Statute Controlling Schedule for Processing the Filing

Under Minn. R. 7829.0100, subp. 11, this request is a "miscellaneous" filing because no determination of Xcel Energy's general revenue requirements is necessary. Under Minn. R. 7829.1400, comments on a miscellaneous filing are due within 30 days of filing, with replies due 10 days from the expiration of the original comment period.

## F. Utility Employee Responsible for the Filing

Amy Liberkowski Director, Regulatory Pricing and Analysis Xcel Energy 414 Nicollet Mall, 401 – 7<sup>th</sup> Floor Minneapolis, MN 55401 (612) 330-6613

## 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 – 8<sup>th</sup> Floor Minneapolis, Minnesota 55401 James.R.Denniston@xcelenergy.com Carl Cronin Regulatory Administrator Xcel Energy 414 Nicollet Mall, 401 – 7<sup>th</sup> Floor Minneapolis, Minnesota 55401 <u>regulatory.records@xcelenergy.com</u> Any information requests in this proceeding should be submitted to the Regulatory Records email address.

# V. BACKGROUND

In our March 1 filing, we described the background that led to the Commission's Order and the focus of both the Company and Energy CENTS Coalition on developing a model that provides both access to community solar to LIHEAP-eligible customers and reduced bills through energy efficiency in a concentrated geographic setting. We stated:

We interpret the Commission's Order as requiring the Company to create a point of access for low income customers for three primary reasons. First, community solar is not intended to be a discount service. As the Company has highlighted in this record, participants in community solar elsewhere in Minnesota and across the country access similar programs at a premium price compared to retail service. In this way, community solar is still more accessible to customers than rooftop solar for those wishing to invest in renewables, but is not offered or intended as a utility bill discount program.

Second, the structure of Solar\*Rewards Community is a relatively poor fit for efficiently reducing customer bills. This is because all customers fund the bill credit for participating subscribers – including Residential class customers with low incomes. All customers pay more for the participation of a few, and this cost burden grows as the program grows.

Third, the Commission's requirement that the Company participate directly in the program arose based on an expectation that community solar providers would include those customers historically foreclosed from rooftop solar. The vast majority of participating solar developers have fallen short of this expectation, however, and are not voluntarily serving residential customers, let alone customers with low incomes or low credit scores. Developers have cited higher customer acquisition and service costs, as well as financing obstacles, as reasons for excluding low income customers from their projects.<sup>2</sup>

In addition to the Commission's September 6, 2016 Order, there are two other sources of authority relevant to this request: Minnesota statute and a prior

<sup>&</sup>lt;sup>2</sup> Customer Access Joint Pilot Concept, March 1, 2017, Docket No. E002/M-13-867.

Commission order. Minn. Stat. § 216B.1641 provides for the direct participation of public utilities in the community solar program by owning or contracting for gardens. It states, "[t]he owner of the community solar garden may be a public utility or any other entity or organization that contracts to sell the output from the community solar garden to the utility under section 216B.164." The statute further provides that the community solar garden program offered by the utility and approved by the Commission may not apply different requirements to utility and non-utility owned community solar garden facilities.

In its April 7, 2014 Order in Docket No. E002/M-13-867, the Commission directed the Company to submit a filing for Commission approval "of any proposal to offer utility-owned solar gardens. The filing shall include a detailed explanation of all processes and procedures to ensure that solar-garden operators are treated on a nondiscriminatory basis with Xcel-owned solar gardens." The Company offers its proposal in compliance with these Commission and legislative directives.

We believe considerations for how to ensure non-discriminatory treatment of the community solar garden facilities are guided by a few key principles: ensuring no preferential treatment in the interconnection queue, ensuring no reliance on advantageous grid or system information, and ensuring no unequal access to customer data to target subscribers. We describe how the Company's proposal is shaped by these principles and complies with both the statute and the Commission Order.

Additionally, we describe the goals of the energy efficiency component of the RENEWs pilot and the engagement of neighborhood partners to help achieve these goals.

This concept was initially brought to us by Energy CENTS Coalition. In further refining the terms of the pilot, we reflected on both the record in the community solar garden proceeding as well as literature addressing the national landscape for broadening access to renewables for low income customers. Local garden operators, low income customer advocates, and others have highlighted a number of barriers to access for low income customers. Our program design responds directly to barriers identified.

For example, much has been written about the challenges developers face in obtaining project financing that is not conditioned on the ability to provide evidence of strong credit history for subscribers. The Company's pilot will offer access to solar garden benefits without requiring a minimum credit score.

We also understand that some developers' requirement that customers commit to a 25 year term or pay sizable financial penalties can pose a barrier to low income customer access. Under the terms of the RENEWs pilot, the Company will not require any long-term commitment from subscribers, but instead will offer terms of up to five years, with no penalties for early termination.

Some customers may experience a barrier to participation when they lack the opportunity to learn about the subscription offer in a convenient, low-pressure environment from a trusted source. Developers have in turn discussed the higher transactional cost for acquiring low income customer-subscribers as a similar challenge. The Company's pilot addresses both sides of this concern by providing information to potential subscribers at community meetings and during in-home visits scheduled in coordination with the energy efficiency component of the RENEWs pilot. By leveraging the focused community outreach already underway by trusted community partners, the model represents a lower cost outreach strategy and the opportunity for customer learning in a convenient, low-pressure format.

Potential Barrier	Addressed by Pilot
Minimum credit score	No minimum credit score required
Long-term commitment	Subscribers may terminate at any time without penalty
Onerous contract document	Simple, streamlined documents
Remote or inconsistent	In-home subscription opportunity and ongoing support
recruitment	available
Enrollment fees	No upfront costs
Ongoing or hidden fees	No ongoing or hidden fees
Unfamiliar project champions	Trusted community partners with deep local roots
No connection to facility	Facility located directly in the community to be served.
Non-English language needs	Translated materials will be provided

These and other features are summarized in Table 1 below.

Table 1. Access Barriers and Pilot Response

# VI. RENEWS JOINT PILOT PROJECT DESCRIPTION

The RENEWs pilot will aim to serve more than 400 Xcel Energy customers in the Railroad Island neighborhood of St. Paul, with a combined energy efficiency and community solar garden subscription outreach effort. The energy efficiency component of the pilot program will be offered for three years, and the community solar garden component of the pilot will continue for 25 years. The pilot partners anticipate a 0.5 MW AC community solar garden facility will be built on a parcel in the Railroad Island neighborhood. The Company intends to purchase the solar facility, making it the first owned solar asset in Company history. The Company

intends to form a contract with Energy CENTS Coalition to provide both the energy efficiency services and the subscriber recruitment and management services. The Company will own the garden, be responsible for its operations and maintenance (O&M), and will provide support to deliver community outreach and education, track participation and impacts, and assist in identifying transferable learnings through Partners in Energy.

Railroad Island is a neighborhood in St. Paul that covers approximately 180 acres and is geographically bound by railroad tracks and Payne Avenue. See Attachment A for a neighborhood map.<sup>3</sup> Approximately 800 housing units are situated in Railroad Island. About 35 percent of the housing units are owner-occupied. Most of the structures date to the late nineteenth to early twentieth century and many are in need of rehabilitation.

More than one hundred of the community's residents currently participate in the Low Income Home Energy Assistance Program (LIHEAP) and it is estimated that more than three times that number could qualify for the program. Table 2 shows the premise count in the neighborhood.<sup>4</sup> LIHEAP eligible customers are a subset of these totals.

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Туре	Electric Only	Gas Only	Combination	Total
Residential	226	0	623	849
Commercial	25	0	62	87

Table 2. Railroad Island Premise Count, May 2017

The pilot partners will provide an integrated offering in three steps.

1. *Customer Identification and Energy Efficiency Service Delivery.* A household in the Railroad Island neighborhood will participate in a Home Energy Squad or a Low Income Home Energy Squad visit. Through the application and delivery of this service, low income residents will qualify based on the same information they provide to determine eligibility criteria under LIHEAP. The preferred initial step for residents who live in buildings with five or more units will be participation in the Multi-Family Energy Savings program. This provides electric energy saving equipment for the residents to help lower their electric energy bills. To qualify, buildings must be listed on the Low Income Rental Classification (LIRC) with 66 percent of the residents having qualifying income.

<sup>&</sup>lt;sup>3</sup> Source: City of Saint Paul.

<sup>&</sup>lt;sup>4</sup> Excludes premises with no billed energy usage.

- 2. *Community Solar Subscription Offer.* Candidates for the Home Energy Savings program are identified through step one. The offer to subscribe to the adjacent community solar garden will be incorporated into the delivery of this program. For multi-family buildings that participate in Low Income Multi-Family Energy Savings program, all tenants will be considered eligible to subscribe to the garden when they pay their own electricity bill.
- 3. Subscribers Receive On-Bill Credits. A subscription enrollment form will be completed enabling a residential customer to subscribe to the community solar garden for a period of up to five years. At the time the subscription expires, the customer (if still LIHEAP eligible, or if still resides in a multi-unit building where at least two-thirds (2/3) of the households are LIHEAP eligible) may resubmit their community solar subscription request, and enter a new subscription term. If interest outstrips availability, a subscriber waitlist will be maintained.

## A. Energy Efficiency Outreach and Investment

The Company and its partners anticipate reaching 400 customers through its overall outreach effort to promote participation in the RENEWs pilot. We anticipate participation across segments as shown in the following table.

Table 5. Estimated Thot Tattepation				
	Year 1	Year 2	Year 3	Total
Low Income Home	40	60	85	175
Energy Squad				
Home Energy Savings	25	65	139	229
Multi-Family Energy	2/56	2/56	3/64	7/176
Savings Program				
(building/units)				
Solar*Rewards	120	20*	20*	160
Community				
Subscriptions				

Table 3. Estimated Pilot Participation

\*We anticipate enrolling additional customers in Years 2 and 3 due to attrition.

Funding for the program delivery for the conservation component of the pilot, including administration and rebates, will be through the Company's Demand Side Management portfolio and is anticipated to incorporate spend from existing programs, market research, and product development. The Company estimates a budget of approximately \$1.8 million and will make a related filing in its Conservation Improvement Program (CIP) proceeding, seeking to formally modify certain elements of its approved budgets for energy efficiency spend and apply funds to the energy efficiency component of the RENEWs pilot. We currently plan to make this CIP filing with the Department upon Commission approval of the RENEWs pilot.

Xcel Energy will also provide resources for marketing the pilot and coordination of community support through Partners in Energy. Partners in Energy will provide implementation and project management resources to support the cohesive delivery of the proposed pilot offering. The pilot work will be driven through organizations currently leading energy efficiency improvements and housing rehabilitations in the Railroad Island neighborhood. These entities have the local knowledge, experience and reputation to effectively reach and be a credible resource to community members. They include lead community convener Energy CENTS Coalition, Dayton's Bluff Neighborhood Housing Services (DBNHS), and the Center for Energy and Environment (CEE).

Partners in Energy will support outreach to community members through fliers, social media, community workshops, and educational pieces that promote energy efficiency and community solar in the context of the RENEWs pilot. Outreach will incorporate awareness building and recognition through press releases and engagement of local media.

Project management activities will include the development of a master work plan for the pilot including objectives, goals and strategies, and delivery of tracking results for conservation and renewable energy impacts. As described below, the Company will file an annual report to update the Commission on progress within the pilot program separately from its garden operator annual reporting obligations.

# B. Community Solar Garden

## 1. Solar Installation

The Company is nearing final negotiations with THOR Construction to develop a 0.5 MW AC community solar garden to be constructed on a tax-forfeited parcel of land in the Railroad Island neighborhood. THOR will submit the initial interconnection application and will be responsible for interactions with the Company's distribution engineering group to facilitate interconnection. At some time the interconnection application will be assigned from THOR to the Company, but it is expected that THOR would manage the interconnection application throughout the interconnection process.

The Company will seek Commission approval of its final contract terms with the seller of the garden in compliance with Minn. Stat. 216B.50.

THOR Construction, Inc. was founded in 1980 and is today a turnkey real estate management firm, specializing in development, design, construction, consulting and utility management. THOR is Minnesota's largest ethnic, minority-owned business and one of the largest African-American owned industrial/service firms in the U.S.

THOR has been involved with the planning and engineering at the Railroad Island site since the original master plan in 2014. Prior to that, THOR staff helped manage the soil remediation and geotechnical corrections of the site in 2007-2008. THOR is currently working with the Housing and Redevelopment Authority (HRA) of St. Paul and DBNHS in the planning and entitlements for the development of the 8 acres of property to the south and north of the solar garden.

As a result of this experience, THOR has unique knowledge of the technical, design and engineering issues associated with this site and has participated in numerous public meetings regarding its use. This includes District 5 Community Council planning meetings, Railroad Island Task Force meetings, St. Paul City Council meetings, City of St. Paul HRA meetings and Metropolitan Council Livable Community Demonstration Account (LCDA) meetings.

2. Cost Recovery

We propose to recover the costs of the pilot program by crediting customers the difference between the Value of Solar (VOS) rate and the cost of the resource and program administration. The Company proposes to enroll customers with no upfront costs, and with zero enrollment fees.

The Company will ensure that non-participating retail ratepayers do not pay for the proposed solar garden facility. VOS bill credits and unsubscribed energy payments will be recovered through the fuel clause, just as they are for other gardens. The Company would prefer to use separate accounting for the solar garden, tracking the costs as "non-utility." We are evaluating the viability of that option with our accountants and auditors. If that option is not viable, the Company would instead make a ratemaking adjustment to remove the asset and associated costs from future Cost of Service Studies.

## 3. Subscription Sizing

Subscriptions will be offered to qualifying customers in capacity increments of 200 W, up to 120 percent of the customer's average annual energy use. Subscribers will

receive a Net Bill Credit corresponding to the monthly production of their portion of the solar garden.

# 4. Subscription Pricing

The Company's subscription pricing method attempts to provide access to the program with a positive per kWh benefit in a range up to \$0.01. The Company currently plans to offer customers an initial Net Bill Credit of \$0.005 per kWh. For the expected production from a 3.8 kW subscription, this would amount to a monthly credit of approximately \$2.16 per customer, or a 4% bill savings. The Company acknowledges the quantity of this benefit may be modest, but we believe that when paired with the bill savings driven by energy efficiency investments, the customer's overall benefit is greater. Customers will see a single line on their bill, representing the bill credit less the cost of participation, netting \$0.005 per kWh produced under the customer's subscription. A sample bill is included here as Attachment B.

The Company aims to establish a net bill credit in order to easily communicate the value to potential subscribers in the form of a dollar per kWh expression. The Company will guarantee to customers subscriptions with no net cost, but reserves the right to modify the Net Bill Credit upon written notice to subscribers. The initial Net Bill Credit will be set forth in the RENEWs Enrollment Form signed by each subscriber. Company discretion to modify the Net Bill Credit is reasonable and consistent with practices of other garden operators. This structure will enable the Company to respond to dynamic pricing conditions, including any modification of the VOS the Commission may wish to adopt.

# 5. Subscription Marketing, Administration, and Management

Xcel Energy will contract with Energy CENTS Coalition to expand the scope of services offered during in-home visits with qualified customers to include identifying and recruiting eligible participants for the Company's community solar pilot program. In addition to the energy efficiency services provided during the in-home visit, Energy CENTS Coalition would be responsible for:

- ensuring customer eligibility in the community solar pilot,
- thoroughly explaining the details of the program, including the key terms and conditions of the pilot,
- providing customers with the language-appropriate materials and disclosures,
- obtaining a signed RENEWs Enrollment Form from customers electing to enroll,

- uploading subscriber information to the online portal for Solar\*Rewards Community,
- maintaining current subscriber information in the online portal,
- maintaining "full" or near full subscription levels to the garden, and
- providing regular reporting details to the Company on the status of subscription levels, attrition, and other pertinent facts.

As noted, we will contract with THOR Construction to build the Company's low income community solar garden, and the Company intends to later purchase that development. The Company is exploring a means of establishing an apprenticeship program for the ongoing operations and maintenance of the garden facility, possibly leveraging its relationship with vocational school partners so as to provide for a meaningful enrichment and job skills opportunity for qualified learners. The Company continues to develop this opportunity for the pilot.

# 6. Fair Disclosure

The Company, through Energy CENTS Coalition, will disclose to its prospective subscribers the future costs and benefits of the subscription, including:

- There are no nonrecurring (i.e., one-time) charges;
- There are no recurring net charges;
- Terms and conditions of service;
- No net charges will be added during the course of service; however if the Net Bill Credit changes, notice will be provided to the Subscriber;
- The Subscriber is required to sign a RENEWs Enrollment Form and the Minnesota model "Consent to Disclose Utility Customer Data" form;
- Terms and conditions for early termination;
- The Community Solar Garden will not charge penalties to the Subscriber;
- The process for unsubscribing does not incur any associated costs;
- An explanation of the Subscriber data the Community Solar Garden Operator (which is Northern States Power Company) can access and collect;
- The data privacy policies of Northern States Power Company;
- The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;
- Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the

recommendations of the manufacturers of solar panels and other operational components; and

- Allocation of unsubscribed production;
- A copy of the solar panel warranty;
- A description of the compensation to be paid for any underperformance;
- Proof of insurance;
- Proof of a long-term maintenance plan;
- Current production projections and a description of the methodology used to develop production projections; and
- Northern States Power Company contact information for questions and complaints.

Due to the nature of the subscription under the RENEWs pilot, there is no requirement under the Fair Disclosure on Tariff Sheet 79, par. 6.S to provide the potential Subscriber with a copy of the Standard Contract for Solar\*Rewards Community. Instead, the RENEWs Amendment to the Standard Contract For Solar\*Rewards Community will be used as part of the RENEWs Program.

## 7. Subscriber Enrollment Terms

We understand that a key barrier to the participation of low income subscribers in renewable energy program models nationwide is a program requirement to sign a complex, long-term contract and to have a sufficient credit score. We have developed our pilot program to minimize these barriers. See the attached proposed program tariff at Attachment C.

The customer-subscriber enrolling in the Company's pilot program is not required to have a minimum credit score. Also, the Company's RENEWs Enrollment Form included among the proposed tariff sheets is a simple and short form detailing pertinent information about the Subscriber and size of the Subscription. As explained in the proposed tariff, each Subscriber to this program would also sign the Minnesota model "Consent To Disclose Utility Customer Data" form authorized by the Commission's June 9, 2017 Order in Docket No. E,G999/CI-12-1344. These two forms replace the use of the standard Subscriber Agency Agreement for purposes of the RENEWs pilot. In doing so, we have simplified the process for the Subscriber in a way aligned with the unique features of this proposed program.

As shown in the proposed tariff, the customer's commitment is only to agree to participate and receive Net Bill Credits under the program for a maximum of five years, with the potential to re-enroll. Once the customer opts in, the customer's ongoing participation is completely voluntary and he or she may terminate at any time without penalty.

We will offer the terms and conditions of participation in the Company's pilot program through a tariff that includes a RENEWs Enrollment Form. The tariff and enrollment form will govern the rights and duties under the program and the enrollment form will specify the initial per kWh Net Bill Credit Rate for participating customers. Potential subscribers will be provided additional information about the Company's subscription offer through an accompanying information packet. The Company and Energy CENTS Coalition will identify the need for and deliver materials translated into non-English languages.

a. Participation Term

Among the barriers to low income customer participation identified in this proceeding is the requirement for a 25 year commitment. The Company proposes to offer its subscribers a term of up to five years, after which time the customer's program benefit would terminate and the garden production could be re-allocated to the next eligible customer. Near or after the end of the term of the subscriber's enrollment, the subscriber can apply for a new subscription. The subscription manager would maintain a waitlist for interested customers, and the waitlist would be randomized on an annual basis, so as to be fair without regard to when customers are first contacted about the program by Energy CENTS Coalition or first expressed interest in subscribing. Reapplying subscribers would be added to this waitlist. Customer eligibility for LIHEAP would be re-checked upon re-enrollment.

b. Cancellation by Customer

If a subscriber wishes to end his or her subscription, the subscriber will provide notice of the cancellation request to the Company's subscription manager (Energy CENTS Coalition). Bill credits will be terminated and no cancellation fee will be assessed to the participant.

c. Cancellation by Company

As detailed in the proposed tariff sheets, the Company may cancel the Subscription Contract prior to the end of its term for any of the following reasons:

- a. The Subscriber does not reside in the Railroad Island Community.
- b. The Subscriber is not a retail electric customer of the Company.

- c. The Subscriber adds distributed generation such that the Subscription size exceeds 120% of the Subscriber's average annual consumption of electricity over the prior twenty four (24) month period.
- d. The Subscriber's electric service has been disconnected due to non-payment.
- e. The RENEWs Community Solar Garden does not achieve Commercial Operation, or otherwise has sustained substantial damage or has operational issues that cannot be repaired at reasonable cost, which the Community Solar Garden Operator may determine in its sole discretion.
- f. There is not enough capacity for the Community Solar Garden Operator to accommodate the Subscription, or there is no longer enough capacity.
- g. Either the Interconnection Agreement or the Standard Contract for Solar\*Rewards Community associated with the Subscription has expired or been terminated.
- h. The Subscriber otherwise violates the terms of the RENEWs Enrollment Form, or
- i. Any other reason as authorized by this tariff as its terms may change over time as authorized by written Commission order.
  - d. Transfer

A customer's subscription to the Company's pilot program cannot be assigned. A subscription may be transferred to a new residence of the Subscriber if the new residence is in the Railroad Island Community and there is no time gap between residences. If the subscription is transferred to a new address, compliance with the 120% rule will be checked, and if appropriate the Subscription will be scaled down so as to comply with the 120% rule.

## 8. Unsubscribed Energy

We intend to maintain maximum subscription levels through community outreach and will maintain a waitlist if demand outstrips supply. We anticipate that the customer offer will be attractive, and we aim to test this assumption through the pilot program. During months where there is unsubscribed energy generated, the Company will retain any payment for the unsubscribed energy produced under the pilot program at the tariffed avoided cost rate, and will credit payment received, if any, towards the revenue requirement of the facility.

Should customer interest outstrip capacity in the program, the Company would consider effective means of targeting participation over time. For example, current Home Energy Savings Program (HESP) participants represent a subset of the

LIHEAP eligible customers, and we propose to target participation to those customers identified through HESP visits on Railroad Island. Should additional eligibility criteria be applied or equitable customer selection methodologies be indicated, the Company would address such a learning in its Annual Report.

# C. Annual Reporting

All community solar garden operators participating in Solar\*Rewards Community must submit annual reports to the Company and to their subscribers stating the energy produced by the community solar garden. Under the proposed tariff sheets, financial statements of Northern States Power Company and a description of the management and operatorship would not be submitted with the Annual Report. The Commission already has detailed information about the Company's financial condition and management, and providing such information may be of limited use to subscribers in the RENEWs pilot. The Annual Report to Subscribers would include a description of the production from the garden.

As noted, the Company will submit reports to the Solar\*Rewards Community program manager and to its subscribers and will fulfill this duty by posting these materials online.

The Company will separately file an annual report at about the same time with the Commission to include the total number of subscribers, total garden production, total bill credits provided, rate of subscription uptake, and any learnings on successful customer outreach strategies or modifications to the terms of participation needed to ensure the goal of creating access to community solar benefits.

The intent of this pilot is to explore the development of a model to combine implementation of energy efficiency measures and access to renewable energy in traditionally underserved markets by targeting a geographically defined area and leveraging local resources. We have identified components of the proposed pilot offering to systematically evaluate in order to provide the greatest learning.

The Company's Annual Report will discuss the results of its research and tracking of these components:

• *The impact of energy efficiency measures installed.* We will be targeting homes with high usage and the proposed pilot will include residents with electricity as their primary fuel for heat. Energy efficiency impacts will be claimed as filed for existing program offerings but we will compare energy consumption in participating households before and after participation in the proposed pilot

offering. This will provide insight into actual impacts of equipment installed and potential behavior changes that may result from greater engagement with a renewable energy source.

- *Cost of delivering the proposed pilot offering.* This will be tracked by administration, outreach, equipment, and delivery labor. We will be looking for efficiencies that can be realized if this offering was expanded.
- *Identification and reporting on non-energy benefits delivered to the neighborhood.* This will include areas such as employment, education, vacancy losses, or health and safety benefits.
- Identification of drivers and barriers to participation in a low income community solar garden.
- Opportunities for additional energy efficiency improvements or incorporation of new technologies that may result in greater or more cost-effective energy savings.

## VII. ENSURING NON-DISCRIMINATORY TREATMENT AND PUBLIC INTEREST SUPPORT

In considering the means of complying with the statutory, regulatory, and program requirements of the Solar\*Rewards Community program when the Company offers its own garden directly to subscribers, we are guided by a few key principles. We believe fairness with respect to a direct Company offer should be measured against the following key principles. First, does the proposal ensure no preferential treatment is given to a Company application in the interconnection queue? Second, does the proposal ensure there is no unfair reliance on grid or distribution system information? And finally, does the proposal ensure there is no unfair reliance on customer data to target subscribers?

With respect to the first principle, the Company's proposal ensures there is no preferential treatment given to a Company application in the interconnection queue because the interconnection request will be submitted by our third party solar developer and managed through commercial operation. The Company is willing to publish this project's Solar\*Rewards Community project number so any party has visibility into the queue status and milestones achieved by the developer. The developer's application will be reviewed and processed as if it were submitted by any other party.

The Company's proposal ensures there is no unfair reliance on grid or distribution system information because it was introduced to us months ago by a party with no specialized knowledge of the Company's grid or distribution system assets. The project was brought forward because of its unique attributes for a concentrated energy efficiency and renewable investment to the benefit of local residents, and not based on any knowledge of its suitability as a distributed energy resource to the utility.

Finally, the Company's proposal ensures there is no unfair reliance on customer data to target subscribers because third party service providers will independently qualify a narrow set of potential subscribers. The Company's subscriber management contractor will have access to some customer data in the course of its normal provision of low income customer program services to the Company. There is no unfair reliance on the Company's customer records to target potential subscribers with an offer.

The Company will not pay to itself any Solar\*Rewards Community program fees directly. Instead, the Company's third party solar developer will pay all Solar\*Rewards Community program and interconnection fees and factor such costs into its purchase agreement with the Company.

In addition to the Company's like treatment of utility- and non-utility owned community solar gardens within the Solar\*Rewards Community program, there are compelling public interest reasons that support the approval of the RENEWs pilot.

We believe the public interest supports our proposal because it expands customer access to those typically excluded from the program. As discussed, we believe that by pairing access to community solar program benefits with the potential for bill reduction based on energy efficiency, we are poised to offer customers with low incomes a new, locally-supported mechanism to reduce energy costs, improve housing stock, increase comfort, and potentially enhance neighborhood vitality. We believe that by leveraging existing assistance programs, there is potential for increased efficiency in the delivery of customer benefits.

In doing so, we provide direct utility support for a locally-driven initiative that provides for consumer safety through regulated business practices. We believe the public interest supports the exploration of learnings about the viability of this model to drive benefits to low income customers.

# VIII. NEXT STEPS

Upon PUC approval of our RENEWs pilot, we will move to implement the pilot program. The Company will execute contracts with Energy CENTS Coalition for energy efficiency services, as well as community solar garden subscriber recruitment and management services in the Railroad Island community. The Company will proceed with its proposed Partners in Energy plan development initiative, and will begin developing customer-facing materials and partner training as needed.

Upon approval of the modification filing for the Company's Conservation Improvement Program, community outreach is expected to be initiated in first quarter 2018 with information initially focused on the energy efficiency component of the pilot. There will be educational outreach performed, addressing the broad components of the RENEWs pilot project and a plan to incorporate community organizations to support customer participation. Program-specific promotion will focus on engaging residents to participate in the initial step of a Home Energy Squad visit with follow-up promotion for qualifying residents to participate in the community solar garden proceeding upon pilot approval. The intent is to lead with promoting participation in our conservation programs to develop a pool of incomeeligible participants interested in subscriptions to the community solar garden when it becomes available.

Upon Commission approval, the Company will proceed with its plans to engage its development partners in final contract negotiations and to cause the development of the solar facility on Railroad Island. We will then broaden our promotional efforts to the comprehensive approach enabled by inclusion of the community solar component. It is anticipated that awareness in the neighborhood will be increased as construction starts for the community solar garden, and we look at incorporating this into our outreach and education.

Our goal for improving the efficiency of homes in the target neighborhood spans a three year period for the pilot. Market research will be incorporated throughout the pilot with a final report and analysis incorporating all findings available within twelve months of the energy efficiency pilot's conclusion.

## **CONCLUSION**

We are pleased to offer a point of access for customers, regardless of income, to participate in the benefits of community solar generation and to enhance those benefits through bill reductions enabled by energy efficiency measures. By making community solar subscriptions available in an accessible format and through an onsite solar array, we aim to eliminate some known barriers to participation and broaden access to the program. Simultaneously, we aim to pair the subscription opportunity with targeted conservation investments and outreach in the Railroad Island community to explore a first-of-its kind service model. Xcel Energy respectfully requests that the Commission approve our proposed pilot plan and accompanying RENEWs Solar\*Rewards Community tariff. Dated: June 30, 2017

Northern States Power Company

## STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

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

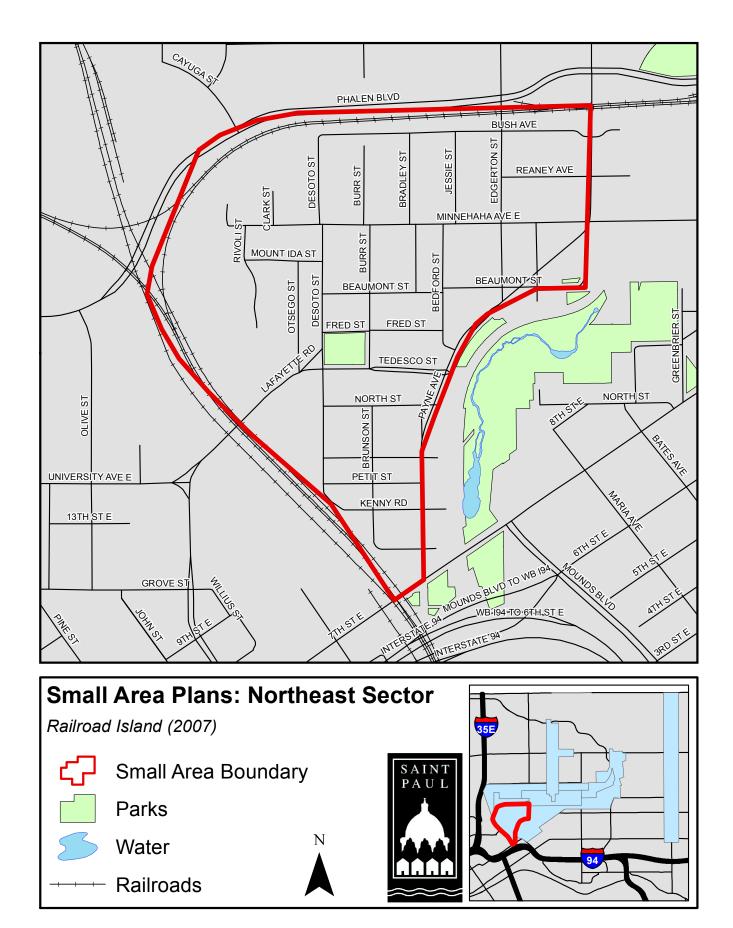
Chair Commissioner Commissioner Commissioner

IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER COMPANY FOR APPROVAL OF ITS CUSTOMER ACCESS JOINT PILOT PROGRAM DOCKET NO. E002/M-17-\_\_\_\_

### SUPPLEMENT AND PETITION

## SUMMARY OF FILING

Please take notice that on June 30, 2017 Northern States Power Company, doing business as Xcel Energy, filed with the Minnesota Public Utilities Commission a Petition for approval of a customer access joint pilot program that pairs energy efficiency investments with community solar garden participation for low income customers. This Petition supplements the concept proposal filed March 1, 2017 in Docket No. E002/M-13-867 in compliance with the Minnesota Public Utilities Commission's September 6, 2016 Order in that docket.



Page 2 of 2



SERVICE ADDRESS	ACCOUNT N	IUMBER	DUE DATE
JOE RATEPAYER 123 MAIN ST	XX-XXXX	XXX-X	07/13/2017
MINNEAPOLIS, MN 55555-5555	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	XXXXXX	06/15/2017	\$71.48

SERVICE ADDRESS: 123 MAIN ST, MINNEAPOLIS, MN 55555-5555 07/18/17

NEXT READ DATE:

#### **ELECTRICITY SERVICE DETAILS**

PREMISES NUMBER: XXXXXXX **INVOICE NUMBER:** 

XXXXXXX

METER READING INFORMATION			
METER XXXXXX		Read Dates: 05/15/17 - 06/14/	'17 (30 Days)
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	51927 Actual	51417 Actual	510 kWh

ELECTRICITY CHARGES	RATE: Res	sidential Service	
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$8.00
Energy Charge Summer	238 kWh	\$0.093950	\$22.36
Energy Charge Winter	272 kWh	\$0.080400	\$21.87
Fuel Cost Charge	510 kWh	\$0.028020	\$14.29
Res Savers Switch AC			- \$8.77 <b>CR</b>
Affordability Chrg			\$0.74
Resource Adjustment			\$3.64
Interim Rate Adj			\$3.37
Subtotal			\$65.50
City Fees		4.50%	\$2.94
Transit Improvement Tax		0.25%	\$0.17
City Tax		0.50%	\$0.34
County Tax		0.15%	\$0.10
State Tax		6.875%	\$4.71
			\$73.76
<b>OTHER RECURRING CH</b>	ARGES DETAILS		
DESCRIPTION			CHARGE
Solar Production Period		May 2017	
<b>RENEWs Solar Credit</b>	455 kWh x -0.005		-\$2.28 <b>CR</b>

-\$2.28 CR

Docket No. E002/M-17-\_\_\_ Attachment C Page 1 of 24

# Redline

#### **RENEWS SOLAR\*REWARDS COMMUNITY PROGRAM**

Section No. 9 Original Sheet No. 100

## **RENEWs Solar\*Rewards Community Program**

The RENEWs Solar\*Rewards Community Program (RENEWs Program) is part of the Solar\*Rewards Community program and provides for qualifying residents in the Railroad Island Community to participate as Subscribers in a Community Solar Garden located in their community. The acronym, RENEWs, stands for Rehabilitation and Efficiency: Neighborhood Energy Works. This is a pilot program and the Company anticipates there could be many changes to the terms and conditions of this pilot program over time.

### AVAILABILITY

Available to residential customers who reside in the Railroad Island Community who are either LIHEAP (Low Income Home Energy Assistance Program) eligible or who reside in a multifamily building (of at least five units) where at least twothirds (2/3) of the households are LIHEAP eligible. The Railroad Island Community is in St. Paul, Minnesota, near the intersection of Minnehaha Ave E. and Desoto Street. Railroads bound this community to the north and west, Payne Avenue and Swede Hollow Park serve as a joint boundary to the east, and 7th Street East forms the boundary to the south.

### TERMS AND CONDITIONS

All tariff provisions applicable to the Solar\*Rewards Community Program apply to the RENEWs Program except as noted below, or in any tariffed RENEWs Amendment to Standard Contract For Solar\*Rewards Community, the tariffed RENEWs Solar\*Rewards Community Subscriber Terms and Conditions, or the tariffed RENEWs Solar\*Rewards Community Enrollment Form.

1. Subscription to the RENEWs Program is limited to residential customers residing in the Railroad Island community who are either (a) LIHEAP eligible or (b) reside in a multifamily building (of at least five units) where at least two-thirds (2/3) of the households are LIHEAP eligible.

2. Northern States Power Company is the "Company" and is also the "Community Solar Garden Operator" (also called the "garden operator", "applicant", and "Interconnection Customer" in tariff sheets applicable to the Solar\*Rewards Community Program). No other entity may offer the RENEWs Program to its Subscribers. Northern States Power Company in its role as the Community Solar Garden Operator may use or employ contracted agents or third parties.

3. Subscribers receive a Net Bill Credit on their retail bill. The Net Bill Credit is a dollar per kWh amount as set forth in the RENEWs Solar\*Rewards Community Enrollment Form. The Net Bill Credit may be changed by the Community Solar Garden Operator at its sole discretion. The Net Bill Credit reflects the expected net difference between the applicable Bill Credit Rate and the estimated program cost of the RENEWs Program. No separate Bill Credit Rate will appear on the bill of the Subscriber.

<u>4. Subscribers have no up-front cost to enroll in the RENEWs Program. Subscribers have no out of pocket Subscription</u> costs, and do not have any termination or cancellation costs.

		(Continued on Sheet No. 9-101)	
Date Filed:	06-30-17	By: Christopher B. Clark	Effective Date:
	Presider	nt, Northern States Power Company, a Minnesota	a corporation
Docket No.	E002/M-17-		Order Date:

# RENEWS SOLAR\*REWARDS COMMUNITY PROGRAM (CONTINUED)

Section No. 9 Original Sheet No. 101

#### TERMS AND CONDITIONS (Continued)

5. The tariffed RENEWs Solar\*Rewards Community Enrollment Form (RENEWs Enrollment Form) is in lieu of the Subscriber Agency Agreement (and in lieu of any Exhibit or Attachment to the Subscriber Agency Agreement). A subscriber under the RENEWs Program will also need to sign the Minnesota model "Consent to Disclose Utility Customer Data" form. Together these two forms fulfill the roles of applying the tariffed terms to the Subscriber, allowing for disclosure of utility customer data, and fulfill the purposes of the Subscriber Agency Agreement. Specific terms regarding Subscriber having no interest in the energy, capacity or Renewable Energy Credits (RECs) associated with the Subscription are set forth in the tariffed RENEWs Solar\*Rewards Community Terms and Conditions and in the tariffed RENEWs Solar\*Rewards Community Enrollment Form.

6. The term of a Subscription is no longer than 60 months as measured from the date of the first calendar month when a Subscriber begins to accrue the Net Bill Credit. The Subscriber can apply for a new Subscription near or after the end of the term set forth in the RENEWs Solar\*Rewards Community Enrollment Form. The Subscriber can cancel the RENEWs Solar\*Rewards Community Term at any time without cost, and can do so by calling or writing the Community Solar Garden Operator or its assigned subscriber organization with responsibility for managing subscriptions. The Community Solar Garden Operator or its assigned subscriber organization with responsibility for managing subscriptions will confirm the cancellation in writing.

7. In the event that the Subscriber either: 1) moves to a new location within the Railroad Island Community and remains a customer of the Company with no time gap in being a customer, or 2) adds distributed generation to the premise associated with this Subscription, then the Subscription subject to the RENEWs Solar\*Rewards Community Enrollment Form may continue to remain in place but is subject to being scaled down in increments of 200 watts to assure compliance with the Company tariff rule that the Subscription size not exceed 120% of the Subscriber's average annual consumption of electricity over the prior twenty four (24) month period. The Community Solar Garden Operator or its assigned subscriber organization with responsibility for managing subscriptions will provide written notice to the Subscriber of any such scaling down of the Subscription.

8. A Subscriber may have two or more Subscriptions in place at any given period of time, with different Term dates. However, in the aggregate, these Subscriptions need to comply with the Company tariff rule that the Subscription size not exceed 120% of the Subscriber's average annual consumption of electricity over the prior twenty four (24) month period.

(Continued on Sheet No. 9-102)

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# RENEWS SOLAR\*REWARDS COMMUNITY PROGRAM (CONTINUED)

Section No. 9 Original Sheet No. 102

#### TERMS AND CONDITIONS (Continued)

9. The Community Solar Garden Operator or its assigned subscriber organization with responsibility for managing subscriptions can cancel the RENEWs Solar\*Rewards Community Enrollment Form prior to the end of the term of the RENEWs Solar\*Rewards Community Enrollment Form for any of the following reasons:

- a. The Subscriber does not reside in the Railroad Island Community.
- b. The Subscriber is not a retail electric customer of the Company.
- c. The Subscriber adds distributed generation such that the Subscription size, plus the size of any other Subscription to a Community Solar Garden, exceeds 120% of the Subscriber's average annual consumption of electricity over the prior twenty four (24) month period.
- d. The Subscriber's electric service has been disconnected due to non-payment.
- e. The RENEWs Community Solar Garden does not achieve Commercial Operation, or otherwise has sustained substantial damage or has operational issues that cannot be repaired at reasonable cost, which the Community Solar Garden Operator may determine in its sole discretion.
- f. There is not enough capacity for the Community Solar Garden Operator to accommodate the Subscription, or there is no longer enough capacity.
- g. Either the Interconnection Agreement or the Standard Contract for Solar\*Rewards Community associated with the Subscription has expired or been terminated.
- h. The Subscriber otherwise violates the terms of the RENEWs Solar\*Rewards Community Enrollment Form, or
- I. Any other reason as authorized by this tariff as its terms may change over time as authorized by written Commission order.

10. No changes to the pre-printed terms and conditions of the RENEWs Solar\*Rewards Community Enrollment Form as set forth in the Company's tariff are allowed, and any such purported change has no effect. To be clear, this provision does not apply to changes to the Company's tariff, and changes to the tariffed version of this RENEWs Solar\*Rewards. Community Enrollment Form, as authorized by written Commission order. Additionally, this provision does not apply to the Net Bill Credit Rate or the Subscription level as set forth in the RENEWs Solar\*Rewards Community Enrollment Form as this tariff allows the Community Solar Garden Operator to change these provisions.

11. The Annual Report for the RENEWs Program submitted by the Community Solar Garden Operator need not contain the following: financial statements (balance sheet, income statement, sources and use of funds statement), nor the management and operatorship of the Community Solar Garden Operator.

12. There is no need for the Company to periodically provide a bill message to Subscribers as set forth on Tariff Sheet 78, par. 6.O.

 (Continued on Sheet No. 9-103)

 Date Filed:
 06-30-17
 By: Christopher B. Clark
 Effective Date:

 President, Northern States Power Company, a Minnesota corporation
 Order Date:

 Docket No.
 E002/M-17 Order Date:

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# RENEWS SOLAR\*REWARDS COMMUNITY PROGRAM (CONTINUED)

Section No. 9 Original Sheet No. 103

### TERMS AND CONDITIONS (Continued)

13. Due to the nature of the Subscription under the RENEWs Program, there is no requirement under the Fair Disclosure on Tariff Sheet 79, par. 6.S to provide the potential Subscriber with a copy of the Standard Contract for Solar\*Rewards Community.

14. Subscription transfers, referenced on Tariff Sheet 80, par. 7.C., are not allowed. A Subscriber under the RENEWs Program may not transfer, assign, or sell his or her Subscription. However, a Subscriber may ask for permission from the Community Solar Garden Operator to apply the Subscription to a different residential location of the Subscriber, if the new residential location is within the Railroad Island Community and all other program requirements have been met.

15. The RENEWs Amendment to the Standard Contract For Solar\*Rewards Community will be used as part of the RENEWs Program.

16. The tariffed provisions applicable to the RENEWs Program may change over time as authorized by written Commission order. Ν

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#### RENEWS AMENDMENT TO STANDARD CONTRACT FOR SOLAR\*REWARDS COMMUNITY

Section No. 9 Original Sheet No. 104

## **RENEWs Amendment to**

## Standard Contract For Solar\*Rewards Community

This RENEWs Amendment to Standard Contract for Solar\*Rewards Community ("Amendment") is entered into as of the last date set forth below, by and between Northern States Power Company, a Minnesota corporation in its role as a "Community Solar Garden Operator" and Northern States Power Company, a Minnesota corporation, in its role as a utility ("Xcel Energy" or the "Company"), and is applicable to Solar\*Rewards Application Number (SRC#): for a solar photovoltaic electric generating facility with a Nameplate Capacity of n property located in the Railroad Island Community in St. Paul, Minnesota at the following address:

### Background:

The Minnesota Public Utilities Commission has authorized Xcel Energy to create a Community Solar Garden for lowincome residential customers, called the RENEWs Solar\*Rewards Community Program ("RENEWs Program"). The terms of the RENEWs Program are part of the Xcel Energy tariff. The tariff details how the tariffed provisions of the RENEWs Program differ from provisions of the Solar\*Rewards Community Program. These differences include different terms and conditions in the Standard Contract For Solar\*Rewards Community ("S\*RC Contract"), and this Amendment implements these different contract provisions.

(Continued on Sheet No. 9-105)

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#### RENEWS AMENDMENT TO STANDARD CONTRACT FOR SOLAR\*REWARDS COMMUNITY (CONTINUED)

Section No. 9 Original Sheet No. 105

### Agreement:

Community Solar Garden Operator and Xcel Energy agree as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the S\*RC Contract.

#### 2. Amendment to S\*RC Contract.

a. Paragraph 1.C on Sheet 74 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

C. For the purchases by the Company, the Company shall calculate a Bill Credit each billing period applicable to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied. Instead of itemizing the Bill Credit on each Subscriber's bill for electric service, each Subscriber will receive a Net Bill Credit on their retail bill. The Net Bill Credit is a dollar per kWh amount as set forth in the RENEWs Solar\*Rewards Community Enrollment Form. The Net Bill Credit may be changed by the Community Solar Garden Operator in its sole discretion upon written notice to a Subscriber. The Net Bill Credit reflects the net difference between the applicable Bill Credit Rate and the estimated program cost of the RENEWs Program. No separate Bill Credit Rate will appear on the Company bill sent to the Subscriber.

b. Paragraph 6.B on Sheet 76 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

B. For each Subscriber, there must be a completed and fully-executed RENEWs Solar\*Rewards Community Enrollment Form (as set forth in the Company tariff) and Minnesota model "Consent to Disclose Utility Customer Data" form which are delivered to the Company prior to the Subscription information being entered through the use of the CSG Application System. This RENEWs Solar\*Rewards Community Enrollment Form and the Minnesota model "Consent to Disclose Utility Customer Data" form are to be used in lieu of the Subscriber Agency Agreement.

 Date Filed:
 06-30-17
 By: Christopher B. Clark
 Effective Date:

 President, Northern States Power Company, a Minnesota corporation

 Docket No.
 E002/M-17 Order Date:

### RENEWS AMENDMENT TO STANDARD CONTRACT FOR SOLAR\*REWARDS COMMUNITY (CONTINUED)

Section No. 9 Original Sheet No. 106

2. Amendment to S\*RC Contract. (Continued)

c. Paragraph 6.F on Sheet 77 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

F. Annual Report. The Community Solar Garden Operator shall issue (and provide to the Company and make available online for a period of at least 12 months) public annual reports as of the end of the calendar or other fiscal year containing, at a minimum, the energy produced by the Community Solar Garden. The identity of specific Subscribers should not be listed in the public annual report, unless if there is explicit informed Subscriber consent. The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing the Subscriber's Account Information or Subscriber Energy Usage Data or Bill Credits, unless there is explicit informed consent or otherwise provided for in this Contract. Each Subscriber shall have an opportunity to submit comments to the Community Solar Garden Operator with a copy to the Company on the accuracy and completeness of the annual reports.

d. Paragraph 6.O on Sheet 78 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

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

e. Paragraph 6.S on Sheet 79 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

S. Fair Disclosure. Prior to the time when any person becomes a Subscriber, the Community Solar Garden Operator will fairly disclose the future costs and benefits of the Subscription. The Community Solar Garden Operator shall comply with all other requirements of the Commission and applicable laws with respect to communications with Subscribers.

f. Paragraph 7.C on Sheet 80 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

<u>C. Subscription Transfers</u>. Subscriptions may not be transferred or sold to any person or entity. A Subscriber may not change the premise to which the Community Solar Garden energy is attributed. However, a Subscriber may ask the Community Solar Garden Operator for permission to apply the Subscription to a different residential location of the Subscriber, if the new residential location is within the Railroad Island Community and all other program requirements have been met.

 Date Filed:
 06-30-17
 By: Christopher B. Clark
 Effective Date:

 President, Northern States Power Company, a Minnesota corporation
 Order Date:

 Docket No.
 E002/M-17 Order Date:

(Continued on Sheet No. 9-107)

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### RENEWS AMENDMENT TO STANDARD CONTRACT FOR SOLAR\*REWARDS COMMUNITY (CONTINUED)

Section No. 9 Original Sheet No. 107

<u>3.</u> <u>4.</u>	Amendment as if set forth herein. No Other Amendments. Except as specifically provide changes are made or have been made to the S*RC Comparison of the set of the s	· •
		ree and effect, and the Parties hereby ratify and confirm
	their rights and obligations under the S*RC Contract, a	· · · ·
<u>represe</u> signatur	NESS WHEREOF, the Parties hereto have caused this A	e set forth below. Each Party may sign using an electronic
No	rthern States Power Company, a Minnesota	Northern States Power Company, a Minnesota
cor	rporation (Community Solar Garden Operator)	corporation (Xcel Energy)
<u>By:</u>		<u>By:</u>
<u>Nar</u>	me:	Name:
Title	e:	Title:
<u>Dat</u>	te:	DATE:

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RENEWS SOLAR\*REWARDS COMMUNITY ENROLLMENT FORM Section No. 9 Original Sheet No. 108

## **RENEWs Solar\*Rewards Community Enrollment Form**

This RENEWs Solar\*Rewards Enrollment Form ("RENEWs Enrollment Form") provides for the enrollment of the belowlisted Subscriber into the RENEWs Solar\*Rewards Community Program ("RENEWs Program") offered by Northern States Power Company, a Minnesota corporation ("Community Solar Garden Operator" or "Company").

<u>9</u>	Subscriber and Subscription Information
Subscriber Name	
Subscriber Residential Address	
subject to Subscription	
Subscription level in watts	watts (must be in a multiple of 200 watts)
Subscription Term length	months (may not be more than 60 months)
Net Bill Credit Rate	<u>\$ / kWh</u>
Subscriber Account Number with	
Northern States Power Company	

This enrollment is subject to all of the RENEWs Solar\*Rewards Community Subscriber Terms and Conditions and other provisions as set forth in the tariff of the Company. As the Company's tariffed provisions change as authorized by written order from the Minnesota Public Utilities Commission, then the provisions of this RENEWs Enrollment Form automatically change. The Subscriber acknowledges that he or she has no interest in any of the energy, capacity or Renewable Energy Credits (RECs) associated with the Subscription. The Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

This RENEWs Enrollment Form may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. An electronic or a scanned copy of a signature will be deemed original and binding. A copy or electronically stored version of this is as valid as an original.

<u>Subscriber</u>	Community Solar Garden Operator*
Signature:	Signature:
Name (Printed):	Name (Printed):
Date:	Title:
	Date:

\* The Community Solar Garden Operator is Northern States Power Company, a Minnesota corporation, and this RENEWs Enrollment Form may be signed on its behalf by its assigned subscriber organization with responsibility for managing Subscriptions. If so signed on its behalf, the two lines of the "Title" field will indicate the name of the assigned subscriber organization as well as the title of the individual so signing.

		(Continued on Sheet No. 9-109)	
Date Filed:	06-30-17	By: Christopher B. Clark	Effective Date:
	President, No	rthern States Power Company, a Minneso	ta corporation
Docket No.	E002/M-17-		Order Date:

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RENEWS SOLAR\*REWARDS COMMUNITY ENROLLMENT FORM (CONTINUED)

Section No. 9 Original Sheet No. 109

## **RENEWs Solar\*Rewards Community Subscriber Terms and Conditions**

- 1. The RENEWs Enrollment Form must be used to enroll a Subscriber to the RENEWs Solar\*Rewards Community Program. The Subscription for any person so enrolled is subject to all tariffed provisions applicable to this program, including these Terms and Conditions.
- 2. The Subscriber will accrue Net Bill Credits on Subscriber's monthly electrical bill issued by the Company based on Subscriber's allocated proportion of production from the Community Solar Garden Operator's Community Solar Garden. The Net Bill Credits will start to accrue on the first calendar day of the month that begins at least five business days following the Community Solar Garden Operator (or its assigned subscriber organization with responsibility for managing subscriptions) registering the Subscription with the Company's systems. In no event will the Net Bill Credits start to accrue before the Date of Commercial Operation of the Community Solar Garden. The Community Solar Garden Operator in its sole discretion may alter or vary the Net Bill Credit rate as set forth in the RENEWs Enrollment Form upon written notification to the Subscriber.
- 3. The Term of an enrollment of a Subscriber is set forth in the RENEWs Enrollment Form, and begins from the date that the Net Bill Credits start to accrue.
- 4. As of the date of signature of the Community Solar Garden Operator to the RENEWS Enrollment Form, Subscriber must reside in the Railroad Island Community and be either LIHEAP (Low Income Home Energy Assistance Program) eligible or reside in a multifamily building (of at least five units) where at least two-thirds (2/3) of the households are LIHEAP eligible. Subscriber has no up-front cost to enroll in the RENEWS Program. Subscriber has no out of pocket Subscription costs, and does not have any termination or cancellation costs.
- 5. The Subscriber acknowledges that the Community Solar Garden Operator may use or employ contracted agents or third parties with responsibility for managing subscriptions. The Subscriber can cancel the RENEWs Term at any time without cost, and can do so by calling or writing the Community Solar Garden Operator. The Community Solar Garden Operator will confirm the cancellation in writing. A Subscriber may not transfer, assign, or sell his or her Subscription. However, a Subscriber may ask for permission from the Community Solar Garden Operator to apply the Subscription to a different residential location of the Subscriber, if the new residential location is within the Railroad Island Community and all other program requirements have been met.

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### RENEWS SOLAR\*REWARDS COMMUNITY ENROLLMENT FORM (CONTINUED)

Section No. 9 Original Sheet No. 110

<u>6.</u>	The	Community Solar Garden Operator by written notice can cancel the RENEWs Enrollment Form prior to
	the	end of the Term for any of the following reasons:
	a.	The Subscriber does not reside in the Railroad Island Community.
		The Subscriber is not a retail electric customer of the Company.
		The Subscriber adds distributed generation such that the Subscription size, plus the size of any other
	<u>u.</u>	Subscription to a Community Solar Garden, exceeds 120% of the Subscriber's average annual consumption
		of electricity over the prior twenty four (24) month period.
	d.	The Subscriber's electric service has been disconnected due to non-payment.
	<u>a.</u>	The RENEWs Community Solar Garden does not achieve Commercial Operation, or otherwise has sustained
	<u>u.</u>	substantial damage or has operational issues that cannot be repaired at reasonable cost, which the
		Community Solar Garden Operator may determine in its sole discretion.
	f	There is not enough capacity for the Community Solar Garden Operator to accommodate the Subscription, or
		there is no longer enough capacity.
	q.	Either the Interconnection Agreement or the Standard Contract for Solar*Rewards Community associated
	<u>y.</u>	with the Subscription has expired or been terminated.
	h.	The Subscriber violates the terms of the Subscription Contract, or
	- <u>11.</u>	Any other reason as authorized by the Company tariff as its terms may change over time as authorized by
		written Commission order.
7.	The	Subscriber acknowledges that he or she has no interest in any of the energy, capacity or Renewable Energy
<u>/.</u>		
	Cre	dits (RECs) associated with the Subscription.
<u>8.</u>		thern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk
		ors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden
	<u>Ope</u>	erator's control.
<u>9.</u>	The	RENEWs Enrollment Form shall be governed by and interpreted in accordance with the laws of the State of
	Min	nesota. The Minnesota Public Utilities Commission shall have primary jurisdiction in enforcing the RENEWs
	Enr	ollment Form and in resolving any disputes arising out of the RENEWs Enrollment Form. The RENEWs
		ollment Form and tariff of the Company contain all the agreements made between the Subscriber and the
		nmunity Solar Garden Operator. As the Company's tariffed provisions change as authorized by written order
		n the Minnesota Public Utilities Commission, then the provisions of the RENEWs Enrollment Form
	auto	omatically change.

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Docket No. E002/M-17-\_\_\_\_ Attachment C Page 13 of 24

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Section No. 9 Original Sheet No. 100

### **RENEWs Solar\*Rewards Community Program**

The RENEWs Solar\*Rewards Community Program (RENEWs Program) is part of the Solar\*Rewards Community program and provides for qualifying residents in the Railroad Island Community to participate as Subscribers in a Community Solar Garden located in their community. The acronym, RENEWs, stands for Rehabilitation and Efficiency: Neighborhood Energy Works. This is a pilot program and the Company anticipates there could be many changes to the terms and conditions of this pilot program over time.

#### AVAILABILITY

Available to residential customers who reside in the Railroad Island Community who are either LIHEAP (Low Income Home Energy Assistance Program) eligible or who reside in a multifamily building (of at least five units) where at least two-thirds (2/3) of the households are LIHEAP eligible. The Railroad Island Community is in St. Paul, Minnesota, near the intersection of Minnehaha Ave E. and Desoto Street. Railroads bound this community to the north and west, Payne Avenue and Swede Hollow Park serve as a joint boundary to the east, and 7th Street East forms the boundary to the south.

#### **TERMS AND CONDITIONS**

All tariff provisions applicable to the Solar\*Rewards Community Program apply to the RENEWs Program except as noted below, or in any tariffed RENEWs Amendment to Standard Contract For Solar\*Rewards Community, the tariffed RENEWs Solar\*Rewards Community Subscriber Terms and Conditions, or the tariffed RENEWs Solar\*Rewards Community Enrollment Form.

1. Subscription to the RENEWs Program is limited to residential customers residing in the Railroad Island community who are either (a) LIHEAP eligible or (b) reside in a multifamily building (of at least five units) where at least two-thirds (2/3) of the households are LIHEAP eligible.

2. Northern States Power Company is the "Company" and is also the "Community Solar Garden Operator" (also called the "garden operator", "applicant", and "Interconnection Customer" in tariff sheets applicable to the Solar\*Rewards Community Program). No other entity may offer the RENEWs Program to its Subscribers. Northern States Power Company in its role as the Community Solar Garden Operator may use or employ contracted agents or third parties.

3. Subscribers receive a Net Bill Credit on their retail bill. The Net Bill Credit is a dollar per kWh amount as set forth in the RENEWs Solar\*Rewards Community Enrollment Form. The Net Bill Credit may be changed by the Community Solar Garden Operator at its sole discretion. The Net Bill Credit reflects the expected net difference between the applicable Bill Credit Rate and the estimated program cost of the RENEWs Program. No separate Bill Credit Rate will appear on the bill of the Subscriber.

4. Subscribers have no up-front cost to enroll in the RENEWs Program. Subscribers have no out of pocket Subscription costs, and do not have any termination or cancellation costs.

	(Continued on Sheet No. 9-101)	
06-30-17	By: Christopher B. Clark	Effective Date:
President, Norther	n States Power Company, a Minnesc	ota corporation
E002/M-17-		Order Date:
	President, Norther	06-30-17 By: Christopher B. Clark President, Northern States Power Company, a Minnesc

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## RENEWS SOLAR\*REWARDS COMMUNITY PROGRAM (CONTINUED)

Section No. 9 Original Sheet No. 101

#### TERMS AND CONDITIONS (Continued)

5. The tariffed RENEWs Solar\*Rewards Community Enrollment Form (RENEWs Enrollment Form) is in lieu of the Subscriber Agency Agreement (and in lieu of any Exhibit or Attachment to the Subscriber Agency Agreement). A subscriber under the RENEWs Program will also need to sign the Minnesota model "Consent to Disclose Utility Customer Data" form. Together these two forms fulfill the roles of applying the tariffed terms to the Subscriber, allowing for disclosure of utility customer data, and fulfill the purposes of the Subscriber Agency Agreement. Specific terms regarding Subscriber having no interest in the energy, capacity or Renewable Energy Credits (RECs) associated with the Subscription are set forth in the tariffed RENEWs Solar\*Rewards Community Terms and Conditions and in the tariffed RENEWs Solar\*Rewards Community Enrollment Form.

6. The term of a Subscription is no longer than 60 months as measured from the date of the first calendar month when a Subscriber begins to accrue the Net Bill Credit. The Subscriber can apply for a new Subscription near or after the end of the term set forth in the RENEWs Solar\*Rewards Community Enrollment Form. The Subscriber can cancel the RENEWs Solar\*Rewards Community Term at any time without cost, and can do so by calling or writing the Community Solar Garden Operator or its assigned subscriber organization with responsibility for managing subscriptions. The Community Solar Garden Operator or its assigned subscriber organization with responsibility for managing subscriptions will confirm the cancellation in writing.

7. In the event that the Subscriber either: 1) moves to a new location within the Railroad Island Community and remains a customer of the Company with no time gap in being a customer, or 2) adds distributed generation to the premise associated with this Subscription, then the Subscription subject to the RENEWs Solar\*Rewards Community Enrollment Form may continue to remain in place but is subject to being scaled down in increments of 200 watts to assure compliance with the Company tariff rule that the Subscription size not exceed 120% of the Subscriber's average annual consumption of electricity over the prior twenty four (24) month period. The Community Solar Garden Operator or its assigned subscriber organization with responsibility for managing subscriptions will provide written notice to the Subscriber of any such scaling down of the Subscription.

8. A Subscriber may have two or more Subscriptions in place at any given period of time, with different Term dates. However, in the aggregate, these Subscriptions need to comply with the Company tariff rule that the Subscription size not exceed 120% of the Subscriber's average annual consumption of electricity over the prior twenty four (24) month period.

(Continued on Sheet No. 9-102)

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## RENEWS SOLAR\*REWARDS COMMUNITY PROGRAM (CONTINUED)

Section No. 9 Original Sheet No. 102

#### TERMS AND CONDITIONS (Continued)

9. The Community Solar Garden Operator or its assigned subscriber organization with responsibility for managing subscriptions can cancel the RENEWs Solar\*Rewards Community Enrollment Form prior to the end of the term of the RENEWs Solar\*Rewards Community Enrollment Form for any of the following reasons:

- a. The Subscriber does not reside in the Railroad Island Community.
- b. The Subscriber is not a retail electric customer of the Company.
- c. The Subscriber adds distributed generation such that the Subscription size, plus the size of any other Subscription to a Community Solar Garden, exceeds 120% of the Subscriber's average annual consumption of electricity over the prior twenty four (24) month period.
- d. The Subscriber's electric service has been disconnected due to non-payment. e. The RENEWs Community Solar Garden does not achieve Commercial Operation, or otherwise has sustained substantial damage or has operational issues that cannot be repaired at reasonable cost, which the Community Solar Garden Operator may determine in its sole discretion.
- f. There is not enough capacity for the Community Solar Garden Operator to accommodate the Subscription, or there is no longer enough capacity.
- g. Either the Interconnection Agreement or the Standard Contract for Solar\*Rewards Community associated with the Subscription has expired or been terminated.
- h. The Subscriber otherwise violates the terms of the RENEWs Solar\*Rewards Community Enrollment Form, or
- I. Any other reason as authorized by this tariff as its terms may change over time as authorized by written Commission order.

10. No changes to the pre-printed terms and conditions of the RENEWs Solar\*Rewards Community Enrollment Form as set forth in the Company's tariff are allowed, and any such purported change has no effect. To be clear, this provision does not apply to changes to the Company's tariff, and changes to the tariffed version of this RENEWs Solar\*Rewards Community Enrollment Form, as authorized by written Commission order. Additionally, this provision does not apply to the Net Bill Credit Rate or the Subscription level as set forth in the RENEWs Solar\*Rewards Community Enrollment Form as this tariff allows the Community Solar Garden Operator to change these provisions.

11. The Annual Report for the RENEWs Program submitted by the Community Solar Garden Operator need not contain the following: financial statements (balance sheet, income statement, sources and use of funds statement), nor the management and operatorship of the Community Solar Garden Operator.

12. There is no need for the Company to periodically provide a bill message to Subscribers as set forth on Tariff Sheet 78, par. 6.O.

(Continued on Sheet No. 9-103)

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 06-30-17
 By:
 Christopher B. Clark
 Effective Date:

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# RENEWS SOLAR\*REWARDS COMMUNITY PROGRAM (CONTINUED)

Section No. 9 Original Sheet No. 103

#### TERMS AND CONDITIONS (Continued)

13. Due to the nature of the Subscription under the RENEWs Program, there is no requirement under the Fair Disclosure on Tariff Sheet 79, par. 6.S to provide the potential Subscriber with a copy of the Standard Contract for Solar\*Rewards Community.

14. Subscription transfers, referenced on Tariff Sheet 80, par. 7.C., are not allowed. A Subscriber under the RENEWs Program may not transfer, assign, or sell his or her Subscription. However, a Subscriber may ask for permission from the Community Solar Garden Operator to apply the Subscription to a different residential location of the Subscriber, if the new residential location is within the Railroad Island Community and all other program requirements have been met.

15. The RENEWs Amendment to the Standard Contract For Solar\*Rewards Community will be used as part of the RENEWs Program.

16. The tariffed provisions applicable to the RENEWs Program may change over time as authorized by written Commission order.

#### RENEWS AMENDMENT TO STANDARD CONTRACT FOR SOLAR\*REWARDS COMMUNITY

Section No. 9 Original Sheet No. 104

## **RENEWs Amendment to**

## Standard Contract For Solar\*Rewards Community

This RENEWs Amendment to Standard Contract for Solar\*Rewards Community ("Amendment") is entered into as of the last date set forth below, by and between Northern States Power Company, a Minnesota corporation in its role as a "Community Solar Garden Operator" and Northern States Power Company, a Minnesota corporation, in its role as a utility ("Xcel Energy" or the "Company"), and is applicable to Solar\*Rewards Application Number (SRC#): \_\_\_\_\_\_, for a solar photovoltaic electric generating facility with a Nameplate Capacity of \_\_\_\_\_\_ kilowatts of alternating current (AC), on property located in the Railroad Island Community in St. Paul, Minnesota at the following address:

#### Background:

The Minnesota Public Utilities Commission has authorized Xcel Energy to create a Community Solar Garden for lowincome residential customers, called the RENEWs Solar\*Rewards Community Program ("RENEWs Program"). The terms of the RENEWs Program are part of the Xcel Energy tariff. The tariff details how the tariffed provisions of the RENEWs Program differ from provisions of the Solar\*Rewards Community Program. These differences include different terms and conditions in the Standard Contract For Solar\*Rewards Community ("S\*RC Contract"), and this Amendment implements these different contract provisions.

(Continued on Sheet No. 9-105)

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#### RENEWS AMENDMENT TO STANDARD CONTRACT FOR SOLAR\*REWARDS COMMUNITY (CONTINUED)

Section No. 9 Original Sheet No. 105

#### Agreement:

Community Solar Garden Operator and Xcel Energy agree as follows:

1. **Capitalized Terms**. Capitalized terms used but not defined herein shall have the meanings set forth in the S\*RC Contract.

#### 2. Amendment to S\*RC Contract.

a. Paragraph 1.C on Sheet 74 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

C. For the purchases by the Company, the Company shall calculate a Bill Credit each billing period applicable to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied. Instead of itemizing the Bill Credit on each Subscriber's bill for electric service, each Subscriber will receive a Net Bill Credit on their retail bill. The Net Bill Credit is a dollar per kWh amount as set forth in the RENEWs Solar\*Rewards Community Enrollment Form. The Net Bill Credit may be changed by the Community Solar Garden Operator in its sole discretion upon written notice to a Subscriber. The Net Bill Credit reflects the net difference between the applicable Bill Credit Rate and the estimated program cost of the RENEWs Program. No separate Bill Credit Rate will appear on the Company bill sent to the Subscriber.

b. Paragraph 6.B on Sheet 76 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

B. For each Subscriber, there must be a completed and fully-executed RENEWs Solar\*Rewards Community Enrollment Form (as set forth in the Company tariff) and Minnesota model "Consent to Disclose Utility Customer Data" form which are delivered to the Company prior to the Subscription information being entered through the use of the CSG Application System. This RENEWs Solar\*Rewards Community Enrollment Form and the Minnesota model "Consent to Disclose Utility Customer Data" form are to be used in lieu of the Subscriber Agency Agreement.

		(Continued on Sheet No. 9-106)	
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Docket No.	E002/M-17-		Order Date:

#### RENEWS AMENDMENT TO STANDARD CONTRACT FOR SOLAR\*REWARDS COMMUNITY (CONTINUED)

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#### 2. Amendment to S\*RC Contract. (Continued)

c. Paragraph 6.F on Sheet 77 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

F. <u>Annual Report</u>. The Community Solar Garden Operator shall issue (and provide to the Company and make available online for a period of at least 12 months) public annual reports as of the end of the calendar or other fiscal year containing, at a minimum, the energy produced by the Community Solar Garden. The identity of specific Subscribers should not be listed in the public annual report, unless if there is explicit informed Subscriber consent. The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing the Subscriber's Account Information or Subscriber Energy Usage Data or Bill Credits, unless there is explicit informed consent or otherwise provided for in this Contract. Each Subscriber shall have an opportunity to submit comments to the Community Solar Garden Operator with a copy to the Company on the accuracy and completeness of the annual reports.

d. Paragraph 6.O on Sheet 78 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

O. <u>Disclosure of Community Solar Garden Information</u>. The Community Solar Garden Operator acknowledges and agrees that the Company may publicly disclose the Community Solar Garden Location, Community Solar Garden Operator, nameplate capacity and generation data of the Community Solar Garden.

e. Paragraph 6.S on Sheet 79 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

S. <u>Fair Disclosure</u>. Prior to the time when any person becomes a Subscriber, the Community Solar Garden Operator will fairly disclose the future costs and benefits of the Subscription. The Community Solar Garden Operator shall comply with all other requirements of the Commission and applicable laws with respect to communications with Subscribers.

f. Paragraph 7.C on Sheet 80 of the Standard Contract For Solar\*Rewards Community is hereby removed and replaced with the following:

C. <u>Subscription Transfers</u>. Subscriptions may not be transferred or sold to any person or entity. A Subscriber may not change the premise to which the Community Solar Garden energy is attributed. However, a Subscriber may ask the Community Solar Garden Operator for permission to apply the Subscription to a different residential location of the Subscriber, if the new residential location is within the Railroad Island Community and all other program requirements have been met.

	(Continued on Sheet No. 9-107)					
Date Filed:	06-30-17	By: Christopher B. Clark	Effective Date:			
	President, Northern	States Power Company, a Minnesota	a corporation			
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#### RENEWS AMENDMENT TO STANDARD CONTRACT FOR SOLAR\*REWARDS COMMUNITY (CONTINUED)

Section No. 9 Original Sheet No. 107

- 3. All other provisions applicable to the tariffed RENEWs Solar\*Rewards Community Program not otherwise specified above are hereby incorporated by reference. As the tariffed terms applicable to the RENEWs Solar\*Rewards Community Program change over time, these changes are automatically incorporated into this Amendment as if set forth herein.
- 4. No Other Amendments. Except as specifically provided in this Amendment, no other amendments, revisions or changes are made or have been made to the S\*RC Contract other than those amendments which have been authorized by the Minnesota Public Utilities Commission. All other terms and conditions of the S\*RC Contract not subject to any other amendment shall remain in full force and effect, and the Parties hereby ratify and confirm their rights and obligations under the S\*RC Contract, as amended hereby.

#### SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives. This Amendment is effective as of the last date set forth below. Each Party may sign using an electronic signature. Electronic signatures shall have the same effect as original signatures. Copies of signatures to this Amendment shall be as valid as original signatures.

Northern States Power Company, a Minnesota corporation (Community Solar Garden Operator)	Northern States Power Company, a Minnesota corporation (Xcel Energy)
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	DATE:

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#### RENEWS SOLAR\*REWARDS COMMUNITY ENROLLMENT FORM

Section No. 9 Original Sheet No. 108

## **RENEWs Solar\*Rewards Community Enrollment Form**

This RENEWs Solar\*Rewards Enrollment Form ("RENEWs Enrollment Form") provides for the enrollment of the belowlisted Subscriber into the RENEWs Solar\*Rewards Community Program ("RENEWs Program") offered by Northern States Power Company, a Minnesota corporation ("Community Solar Garden Operator" or "Company").

Subscriber and Subscription Information					
Subscriber Name					
Subscriber Residential Address					
subject to Subscription					
Subscription level in watts	watts (must be in a multiple of 200 watts)				
Subscription Term length	months (may not be more than 60 months)				
Net Bill Credit Rate	\$ / kWh				
Subscriber Account Number with					
Northern States Power Company					

This enrollment is subject to all of the RENEWs Solar\*Rewards Community Subscriber Terms and Conditions and other provisions as set forth in the tariff of the Company. As the Company's tariffed provisions change as authorized by written order from the Minnesota Public Utilities Commission, then the provisions of this RENEWs Enrollment Form automatically change. The Subscriber acknowledges that he or she has no interest in any of the energy, capacity or Renewable Energy Credits (RECs) associated with the Subscription. The Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

This RENEWs Enrollment Form may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. An electronic or a scanned copy of a signature will be deemed original and binding. A copy or electronically stored version of this is as valid as an original.

Subscriber	Community Solar Garden Operator*
Signature:	Signature:
Name (Printed):	Name (Printed):
Date:	Title:
	Date:

\* The Community Solar Garden Operator is Northern States Power Company, a Minnesota corporation, and this RENEWs Enrollment Form may be signed on its behalf by its assigned subscriber organization with responsibility for managing Subscriptions. If so signed on its behalf, the two lines of the "Title" field will indicate the name of the assigned subscriber organization as well as the title of the individual so signing.

		Continued on Sheet No. 9-109)	
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	President, Northern S	tates Power Company, a Minnesota cor	poration
Docket No.	E002/M-17-		Order Date:

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RENEWS SOLAR\*REWARDS COMMUNITY ENROLLMENT FORM (CONTINUED) Section No. 9 Original Sheet No. 109

### **RENEWs Solar\*Rewards Community Subscriber Terms and Conditions**

- The RENEWs Enrollment Form must be used to enroll a Subscriber to the RENEWs Solar\*Rewards Community Program. The Subscription for any person so enrolled is subject to all tariffed provisions applicable to this program, including these Terms and Conditions.
- 2. The Subscriber will accrue Net Bill Credits on Subscriber's monthly electrical bill issued by the Company based on Subscriber's allocated proportion of production from the Community Solar Garden Operator's Community Solar Garden. The Net Bill Credits will start to accrue on the first calendar day of the month that begins at least five business days following the Community Solar Garden Operator (or its assigned subscriber organization with responsibility for managing subscriptions) registering the Subscription with the Company's systems. In no event will the Net Bill Credits start to accrue before the Date of Commercial Operation of the Community Solar Garden. The Community Solar Garden Operator in its sole discretion may alter or vary the Net Bill Credit rate as set forth in the RENEWs Enrollment Form upon written notification to the Subscriber.
- 3. The Term of an enrollment of a Subscriber is set forth in the RENEWs Enrollment Form, and begins from the date that the Net Bill Credits start to accrue.
- 4. As of the date of signature of the Community Solar Garden Operator to the RENEWS Enrollment Form, Subscriber must reside in the Railroad Island Community and be either LIHEAP (Low Income Home Energy Assistance Program) eligible or reside in a multifamily building (of at least five units) where at least two-thirds (2/3) of the households are LIHEAP eligible. Subscriber has no up-front cost to enroll in the RENEWS Program. Subscriber has no out of pocket Subscription costs, and does not have any termination or cancellation costs.
- 5. The Subscriber acknowledges that the Community Solar Garden Operator may use or employ contracted agents or third parties with responsibility for managing subscriptions. The Subscriber can cancel the RENEWs Term at any time without cost, and can do so by calling or writing the Community Solar Garden Operator. The Community Solar Garden Operator will confirm the cancellation in writing. A Subscriber may not transfer, assign, or sell his or her Subscription. However, a Subscriber may ask for permission from the Community Solar Garden Operator to apply the Subscription to a different residential location of the Subscriber, if the new residential location is within the Railroad Island Community and all other program requirements have been met.

(Continued on Sheet No. 9-110)

#### RENEWS SOLAR\*REWARDS COMMUNITY ENROLLMENT FORM (CONTINUED)

Section No. 9 Original Sheet No. 110

- 6. The Community Solar Garden Operator by written notice can cancel the RENEWs Enrollment Form prior to the end of the Term for any of the following reasons:
  - a. The Subscriber does not reside in the Railroad Island Community.
  - b. The Subscriber is not a retail electric customer of the Company.
  - c. The Subscriber adds distributed generation such that the Subscription size, plus the size of any other Subscription to a Community Solar Garden, exceeds 120% of the Subscriber's average annual consumption of electricity over the prior twenty four (24) month period.
  - d. The Subscriber's electric service has been disconnected due to non-payment.
  - e. The RENEWs Community Solar Garden does not achieve Commercial Operation, or otherwise has sustained substantial damage or has operational issues that cannot be repaired at reasonable cost, which the Community Solar Garden Operator may determine in its sole discretion.
  - f. There is not enough capacity for the Community Solar Garden Operator to accommodate the Subscription, or there is no longer enough capacity.
  - g. Either the Interconnection Agreement or the Standard Contract for Solar\*Rewards Community associated with the Subscription has expired or been terminated.
  - h. The Subscriber violates the terms of the Subscription Contract, or
  - i. Any other reason as authorized by the Company tariff as its terms may change over time as authorized by written Commission order.
- 7. The Subscriber acknowledges that he or she has no interest in any of the energy, capacity or Renewable Energy Credits (RECs) associated with the Subscription.
- Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.
- 9. The RENEWs Enrollment Form shall be governed by and interpreted in accordance with the laws of the State of Minnesota. The Minnesota Public Utilities Commission shall have primary jurisdiction in enforcing the RENEWs Enrollment Form and in resolving any disputes arising out of the RENEWs Enrollment Form. The RENEWs Enrollment Form and tariff of the Company contain all the agreements made between the Subscriber and the Community Solar Garden Operator. As the Company's tariffed provisions change as authorized by written order from the Minnesota Public Utilities Commission, then the provisions of the RENEWs Enrollment Form automatically change.

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## **CERTIFICATE OF SERVICE**

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

- <u>xx</u> by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota
- $\underline{xx}$  electronic filing

## DOCKET NO. E002/M-13-867 E002/M-17-\_\_\_ (MISCELLANEOUS ELECTRIC SERVICE LIST)

Dated this 30<sup>th</sup> day of June 2017

/s/

Lynnette Sweet

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ross	Abbey	rabbey@mnsolarconnectio n.com	Bright Green Consulting	345 St. Peter Street Suite 1600 St. Paul, MN 55102	Electronic Service	No	OFF_SL_13-867_Official
Michael	Allen	michael.allen@allenergysol ar.com	All Energy Solar	721 W 26th st Suite 211 Minneapolis, Minnesota 55405	Electronic Service	No	OFF_SL_13-867_Official
Julia	Anderson	Julia.Anderson@ag.state.m n.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	Yes	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
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
Joel	Cannon	jcannon@tenksolar.com	Tenk Solar, Inc.	9549 Penn Avenue S Bloomington, MN 55431	Electronic Service	No	OFF_SL_13-867_Official
Carl	Cronin	Regulatory.records@xcele nergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_13-867_Official
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

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Timothy	DenHerder Thomas	timothy@cooperativeenerg yfutures.com	Cooperative Energy Futures	3500 Bloomington Ave. S Minneapolis, MN 55407	Electronic Service	No	OFF_SL_13-867_Official
James	Denniston	james.r.denniston@xcelen ergy.com	Xcel Energy Services, Inc.	414 Nicollet Mall, Fifth Floor Minneapolis, MN 55401	Electronic Service	No	OFF_SL_13-867_Official
lan	Dobson	Residential.Utilities@ag.sta te.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
lan	Dobson	ian.dobson@ag.state.mn.u s	Office of the Attorney General-RUD	Antitrust and Utilities Division 445 Minnesota Street, BRM Tower St. Paul, MN 55101	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.co m	Geronimo Energy	7650 Edinborough Way Suite 725 Edina, MN 55435	Electronic Service	No	OFF_SL_13-867_Official
John	Farrell	jfarrell@ilsr.org	Institute for Local Self- Reliance	1313 5th St SE #303 Minneapolis, MN 55414	Electronic Service	No	OFF_SL_13-867_Official
Emma	Fazio	emma.fazio@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_13-867_Official
Sharon	Ferguson	sharon.ferguson@state.mn .us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_13-867_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Nathan	Franzen	nathan@geronimoenergy.c om	Geronimo Energy	7650 Edinborough Way Suite 725 Edina, MN 55435	Electronic Service	No	OFF_SL_13-867_Official
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Hal	Galvin	halgalvin@comcast.net	Provectus Energy Development IIc	1936 Kenwood Parkway Minneapolis, MN 55405	Electronic Service	No	OFF_SL_13-867_Official
Allen	Gleckner	gleckner@fresh-energy.org	Fresh Energy	408 St. Peter Street Ste 220 Saint Paul, Minnesota 55102	Electronic Service	No	OFF_SL_13-867_Official
Sean	Gosiewski	sean@afors.org	Alliance for Sustainability	2801 21st Ave S Ste 100 Minneapolis, MN 55407	Electronic Service	No	OFF_SL_13-867_Official
Todd J.	Guerrero	todd.guerrero@kutakrock.c om	Kutak Rock LLP	Suite 1750 220 South Sixth Stree Minneapolis, MN 554021425	Electronic Service	No	OFF_SL_13-867_Official
Timothy	Gulden	info@winonarenewableene rgy.com	Winona Renewable Energy, LLC	1449 Ridgewood Dr Winona, MN 55987	Electronic Service	No	OFF_SL_13-867_Official
Michael	Harvey	mike@weknowsolar.com	We Know Solar	265 Mounds View Rd Suite #1 River Falls, WI 54022	Electronic Service	No	OFF_SL_13-867_Official
Duane	Hebert	duane.hebert@novelenerg y.biz	Novel Energy Solutions	1628 2nd Ave SE Rochester, MN 55904	Electronic Service	No	OFF_SL_13-867_Official
Jim	Horan	Jim@MREA.org	Minnesota Rural Electric Association	11640 73rd Ave N Maple Grove, MN 55369	Electronic Service	No	OFF_SL_13-867_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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John S.	Jaffray	jjaffray@jjrpower.com	JJR Power	350 Highway 7 Suite 236 Excelsior, MN 55331	Electronic Service	No	OFF_SL_13-867_Official
Linda	Jensen	linda.s.jensen@ag.state.m n.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street St. Paul, MN 551012134	Electronic Service	No	OFF_SL_13-867_Official
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