



414 Nicollet Mall
Minneapolis, MN 55401

December 14, 2018

—Via Electronic Filing—

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

RE: IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER COMPANY
FOR APPROVAL OF ITS PROPOSED COMMUNITY SOLAR GARDENS PROGRAM
DOCKET NO. E002/M-13-867

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits tariff revisions to our Community Solar Garden program in the above referenced docket. As part of the Company's review of our Section 9 Tariff in compliance with the Minnesota Distribution Interconnection Process as set forth in Docket No. E002/M-18-714, we submit these tariff changes to create further clarification in the program and relieve certain concerns we have seen ongoing as part of our process. Further, we are proposing alignment with current Standard Contract Amendments.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please contact Jessica Peterson at jessica.k.peterson@xcelenergy.com or (612) 330-6850 if you have any questions concerning this filing.

Sincerely,
/s/

SHAWN WHITE
MANAGER DSM REGULATORY STRATEGY & PLANNING

Enclosures
c: Service Lists

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

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

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF ITS PROPOSED
COMMUNITY SOLAR GARDENS PROGRAM

DOCKET No. E002/M-13-867

PETITION

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits tariff revisions to our Community Solar Garden program in the above referenced docket. As part of the Company's review of our Section 9 Tariff in compliance with the Minnesota Distribution Interconnection Process as set forth in Docket No. E002/M-18-714, we submit these tariff changes to create further clarification in the program and relieve certain concerns we have seen ongoing as part of our process. Further, we are proposing alignment with current Standard Contract Amendments.

We request the Commission approve our proposed tariff changes and review this Petition in parallel with our separately submitted Petition in Docket No. E002/M-18-714. The petition in Docket No. 18-714 includes redline tariff changes specific to implementing the *Minnesota Distribution Interconnection Process* (MN DIP) and *Minnesota Distribution Interconnection Agreement* (MN DIA). Since the Company is planning to deploy IT system changes and program process adjustments in an efficient and comprehensive way, and the Commission's simultaneous consideration of all proposed changes will enable these efforts in the most efficient and cost-effective way.

I. SUMMARY OF FILING

A one-paragraph summary is attached to this filing pursuant to Minn. R. 7829.1300, subp. 1.

II. SERVICE ON OTHER PARTIES

Pursuant to Minn. R. 7829.1300, subp. 2, the Company has served a copy of this filing on the Office of the Attorney General – Antitrust and Utilities Division. A summary of the filing has been served on all parties on the enclosed service list.

III. GENERAL FILING INFORMATION

Pursuant to Minn. R. 7829.1300, subp. 3, the Company provides the following information.

A. Name, Address, and Telephone Number of Utility

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

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

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

C. Date of Filing

The date of this filing is December 14, 2018. The Company requests the Commission approve this Petition.

D. Statute Controlling Schedule for Processing the Filing

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

E. Utility Employee Responsible for Filing

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

IV. MISCELLANEOUS INFORMATION

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

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

Lynette Sweet
Regulatory Administrator
Xcel Energy
414 Nicollet Mall, 401 – 7th Floor
Minneapolis, MN 55401
regulatory.records@xcelenergy.com

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

V. DESCRIPTION AND PURPOSE OF FILING

A. Background

The Solar*Rewards Community Program (Community Solar Gardens or CSG) is based on Minn. Stat § 216 B.1641 and provides customers the opportunity to subscribe to a third-party community solar garden in adjacent communities without physically installing their own solar PV equipment. The Commission approved the Solar*Rewards Community program on September 17, 2014¹ and the program was launched on December 12, 2014.

¹ Docket No. E-002/M-13-867, ORDER APPROVING SOLAR-GARDEN PLAN WITH MODIFICATIONS, September 17, 2014.

The Solar*Rewards Community program is implemented through the Company's Section 9 Tariff.² The CSG provisions in the Section 9 Tariff are program specific and supplement the Company's general interconnection rules and requirements for distributed generation, included in the Section 10 Tariff.³

The Commission approved a 30-day negative check-off for changes to our tariffed Standard Contract for Solar*Rewards Community in its April 7, 2014 Order. This allows the Company to file with the Commission a proposed amendment to the Solar*Rewards Community Standard Contract, and if no objections are filed within 30 days, that amendment may be executed by developers that choose to do so. The program includes the following authorized Standard Contract Amendments:

- Amendment allowing a Garden Operator that as a single legal entity operates several solar gardens to combine reporting in a single Annual Report – filed on October 14, 2016;
- Amendment addressing insurance for co-located projects – filed on October 17, 2016;
- Amendment allowing the ARR bill credit rate under certain conditions for applications deemed complete by April 15, 2017 – filed on November 7, 2016;
- Amendment establishing an aggregate insurance limit for affiliated companies – filed on December 29, 2016;
- Amendment extending the 24-month deadline of mechanical completion for a late fee – filed on June 19, 2017; and
- Amendment allowing a parent company to file a single Annual Report that includes the gardens owned by its corporate affiliates – filed on August 1, 2018.

We also filed a proposed amendment on November 19, 2018, that if allowed to be used would reduce the need for two meters and instead only require a single meter per garden.

The Company convened a stakeholder workgroup on October 26, 2018 to review draft tariff language addressing the changes to the interconnection process and standard interconnection agreement. The Company also gave informational

² See Xcel Energy's Electric Rate Book Section 9 Sheets 64-99.

³ Link to the Company's Tariffs:

https://www.xcelenergy.com/company/rates_and_regulations/rates/rate_books

presentations in the DGWG (November 9), MNSEIA's Gateway to Solar Conference (November 13) and the Solar*Rewards Community Implementation Working Group (November 14). While these presentations focused on the MN DIP and MN DIA tariff changes submitted in Docket No. E002/18-714 on December 14, 2018, many of the changes noted in this Petition were also included as part of these discussions.

B. Purpose of Filing

In this filing, the Company provides tariff changes in the current docket for clarification and ease of process. These tariff changes are to the following tariff sheets:

Minnesota Electric Rate Book

Sec. 9, Sheet 65 Sec. 9, Sheet 73
Sec. 9, Sheet 66.1 Sec. 9, Sheet 75
Sec. 9, Sheet 67.3 Sec. 9, Sheet 77
Sec. 9, Sheet 70

We provide the redlined and clean tariff sheets as Attachment A to this filing. The redline tariff changes in the current docket are incremental to those changes in Docket No. E002/18-714 and where there are revisions from both dockets on the same tariff sheet the revisions from Docket No. E002/18-714 are noted in blue font for ease of reference.

C. Section 9, Community Solar Gardens

As discussed in our petition in Docket No. 18-714, the CSG tariff has many interconnection process and interconnection requirements that will not apply to those applications that are subject to the MN DIP (submitted on or after June 17, 2019). The CSG tariff will therefore have significant changes in order to allow the MN DIP and MN DIA to apply to those CSG applications that will be subject to the MN DIP. Some tariff provisions remain unchanged, some current provisions will only apply to those applications that are not subject to the MN DIP, and some new provisions will only apply to those applications that are subject to the MN DIP.

1. Proposed Edits for clarification

In this Petition the Company is proposing incremental edits for program clarification. We provide below a more detailed explanation of these changes. Also, we provide annotations explaining the specific incremental changes in Attachment B.

a. 12-month Accrual for Bill Credits

We propose removing language requiring subscriber bill credit subscribers to accrue 12-months of bill credits prior to receiving any remaining accrued credits. For example, under today's rules a customer could become subscriber in November and then wait for a credit balance to be reduced to \$0 not in March/April of the following year, but the year following because of the 12-month cycle requirement. By removing this requirement, the customer can begin to receive credit balance every March/April.

To clarify, subscribers will still only receive a check (rather than a credit) once per year in their March/April utility bill, however, they will no longer have to wait for a full 12-months prior to this time.

Garden Operators have not always clearly articulated this program requirement and the Company has received several concerned calls by subscribers regarding this requirement. While the policy intends to have customers sign up for bill credits that meet their energy needs (and not over subscribe to a garden), we find this requirement negatively impacting residential customers. We propose revising this language accordingly.

b. Deposit Language

Based on feedback, the Company is proposing to alter the time frame in which these deposits are released. Rather than wait until the project is completed, we propose releasing these funds at the time the MN DIA is signed by both the Garden Operator and Xcel Energy. Additionally, we have proposed adding language to allow the Company to use the deposit towards any past due amounts owed to the Company under the Solar*Rewards Community program by the Garden Operator or its corporate affiliates. There have been situations in which Garden Operators have been in arrears with the Company and this new language would help to resolve this type of situation to the mutual benefit of parties.

c. Subscription Size

The Company proposes to adjust language specific to our review of the statutory 120 percent requirement by subscribers. Rather than review based on the last 24-months, the Company will look at the last 12-months to simplify our online application system review. This will relieve issues currently found in new homes, new construction (additions) or change in commercial ownership over the past year.

d. Participation fee

Garden Operators pay an annual participation fee of \$300 per garden beginning in the February following the first full year of commercial operation. This fee is intended to cover the cost of log-in and maintenance of the garden subscriber management system, the system of record for garden and subscriber information. With the increase of subscribers, now totaling more than 12,000, the administrative cost and application management costs have begun to significantly increase.

A full time staff member was hired to specifically manage subscriber billing concerns and help Garden Operators manage the online system. In addition, further modification and updates to our online application tool will need to be modified to continue to meet the needs of these customers. The Company is proposing to increase the participation fee from \$300 to \$500 per year to recover the increasing costs in staff and our online application system.

2. Addition of Amendment Language

The Solar*Rewards Community program has several Standard Contract Amendments. By adjusting the tariff language to reflect these amendments we can limit additional paperwork for interconnection participants as they begin to fall under new interconnection guidelines. The specific changes are noted below:

- Sheet 67.3: Edits add six month grace period in conjunction with a late fee, similar to the previously approved amendment.
- Sheet 75: Edits reflect that only a single meter is required, and that single meter will record production that is sent to the Company and also record energy that the Company sends to the garden. This change eliminates the ongoing need to sign the Single Meter Amendment pending with the Commission.⁴
- Sheet 77: Edits revise provisions on the Annual Report to align with and eliminate the need to sign the Standard Contract amendment allowing Garden Operators to combine reporting in a single Annual Report and Standard Contract amendment allowing Garden Operators to provide Annual Reports at a Parent Company level.

The other amendments currently available will remain available for those applications under our current interconnection process, but will no longer be applicable for those projects under the MN DIP requirements beginning on June 17, 2019.

⁴ See Xcel Energy's Contract Amendment filing, November 19, 2018, Single Meter Amendment

VI. EFFECT OF CHANGE UPON XCEL ENERGY REVENUE

No significant revenue effect net of incremental costs is expected. To the extent that the tariff revisions allow Xcel Energy to assess certain new or different fees, these are expected to be off-set by associated costs.

CONCLUSION

The Company requests that the Commission approve our proposed CSG tariff changes for the Solar*Rewards Community program made for clarification and process improvement and consider these in parallel with this Petition the Company's request filed contemporaneously in Docket No. E002/M-18-714.

We believe these changes will create further clarification in the program and relieve certain concerns we have seen as part of our ongoing process. Further, alignment with current Standard Contract Amendments will ease the amount of paperwork needed under the MN DIP process beginning in June 2019.

Dated: December 14, 2018

Northern States Power Company

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
Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF ITS PROPOSED
COMMUNITY SOLAR GARDENS PROGRAM

DOCKET No. E002/M-13-867

PETITION

SUMMARY OF FILING

Please take notice that on December 14, 2018, Northern States Power Company, doing business as Xcel Energy, filed with the Minnesota Public Utilities Commission a Petition for approval of tariff revisions in redline and final format, revisions to our Community Solar Garden tariff in Docket No. E002/M-13-867.

Redline

SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)

Section No. 9
~~2nd~~^{3rd} Revised Sheet No. 65

RATE APPLICATION

The Company will buy (through Bill Credits to the subscribers) all subscribed energy generated by the Community Solar Garden and delivered to the Company during a particular calendar production month at the Bill Credit Rate. Each subscriber to the Solar*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the subscriber's subscription. Each subscriber will also be charged for all electricity consumed by the subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. ~~All Bill Credits must be carried forward for at least a 12-month cycle.~~ The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than \$1 due for an existing customer or \$2 or more due a person or legal entity who is no longer a customer of the Company.

TERMS AND CONDITIONS

The Company offers a service to provide Bill Credits to subscribers of a Solar*Rewards Community garden for solar photovoltaic energy delivered to the Company which complies with the following requirements:

- a. The garden must not have less than five (5) subscribers;
- b. No single subscriber may have more than a forty (40) percent interest in the garden;
- c. The garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);
- d. Each subscription shall be sized to represent at least two hundred (200) watts of the garden's generating capacity;
- e. Each subscription shall be sized so that when combined with other distributed generation resources serving the premises of each subscriber that the subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity (over the prior twenty four (24) months) by each subscriber to which the subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS). If twenty four (24) months of historical electric energy consumption data is not available for a particular subscriber, the Company will calculate the estimated annual electric energy consumption as follows: if there is less than twenty four (24) months but four (4) months or more of consumption history, the average monthly consumption is multiplied by twelve (12) to figure the yearly consumption. In cases where there is less than four (4) months of consumption history, home usage is estimated based on the historical average energy use of homes of a similar size. Homes are assumed to have central A/C, electric appliances, and natural gas water and space heating. For commercial properties and all properties over 4,500 square feet with less than four (4) months of consumption history, the subscriber must submit an energy audit (HERS Rating or similar) or load calculations for the property stating the estimated annual consumption. Load calculations must be documented and sent to the Solar*Rewards Community Program Manager for approval. The compliance check by the Company with this 120% rule will be performed once at the beginning of a subscription and later only if the subscriber changes his or her

(Continued on Sheet No. 9-66)

Date Filed:	04-18-17	By: Christopher B. Clark	Effective Date:	11-19-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13- 867 <u>E002/M-13-867</u>		Order Date:	10-20-17

SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)

Section No. 9
~~2nd~~3rd Revised Sheet No. 65

subscription size, adds distributed generation to the premise associated with the subscription, or relocates to a new address.

(Continued on Sheet No. 9-66)

Date Filed:	04-18-17	By: Christopher B. Clark	Effective Date:	11-19-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13- 867 <u>E002/M-13-867</u>		Order Date:	10-20-17

SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)

Section No. 9
~~Original-1st Revised~~ Sheet No. 66.1

TERMS AND CONDITIONS (Continued)

k. Where the garden operator has begun the application process the following provisions apply:

(1) Prior to the Company processing the application, the garden operator must submit a program application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The program application fee is meant to cover the cost to the Company of processing the program application. This is in addition to the interconnection application fee and other interconnection fees or costs.

(2) Prior to the Company processing the application, the garden operator must submit a deposit of an amount equal to \$100/kW to the Company. This deposit may be submitted by check or wire transfer. The deposit will be eligible for release upon any of the following conditions: 1) full execution of the Interconnection Agreement, 2) garden operator withdrawal of Solar*Rewards Community application in the online application system, or 3) Company cancellation of the application due to non-compliance with program or interconnection timelines or tariffs. For deposits held by the Company within thirty (30) days of receipt of the required deposit refund request paperwork after either the project is completed or the date when the garden operator informs the Company that it will no longer continue pursuing completion of the garden project, or if the project is not completed within the twenty four (24) month timeline (including day for day extensions) detailed below, the Company shall return to the garden operator the remaining portion of the deposit after first applying the deposit towards any past due amounts that the garden operator (or any corporate affiliate of the garden operator) owes to the Company pursuant to the Solar*Rewards Community Program. When the deposit qualifies to be returned to the garden operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.

l. Notwithstanding any other law, neither the garden operator nor the subscribers to a garden facility shall be considered a utility solely as a result of their participation in the garden facility.

(Continued on Sheet No. 9-67)

Date Filed:	12-18-15	By: Christopher B. Clark	Effective Date:	12-18-15
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-		Order Date:	12-15-15
	867 E002/M-13-867			

SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)

Section No. 9
Original Sheet No. 67.3

APPLICATION TO THE PROGRAM (Continued)

(Note – the provisions for “Application to the Program” on Sheet Nos. 67.2 and 67.3 only apply to applications that are subject to the MN DIP).

If Mechanical Completion is not achieved within the above 24-month period time period (including allowed day-for-day extensions), and if “Substantial Progress” as defined below is not achieved within the above 24-month period time period (including allowed day-for-day extensions), then the Company will return the program deposit consistent with the provisions on Sheet No. 66.1, and the applicant, if it still intends to proceed with the project, will need to reapply and submit a new program application, including applicable application fee and deposit. Additionally, in this situation, if applicant already has an executed Interconnection Agreement, then that Interconnection Agreement may not be used for a project as part of the Solar*Rewards Community program.

The term “Substantial Progress” means that on or before the last day of the 24-month period (including day-for-day extensions), the applicant has achieved all of the following:

1. Installed one-hundred percent (100%) of the PV foundation (including pier, helical screw, ballasts, or similar) to enable mounting of the Nameplate Capacity as collectively set forth in Interconnection Agreement(s) for the Community Solar Garden Site.
2. Built, or otherwise has in place, a permanent drivable (road) surface on the parcel or parcels of land associated with the Community Solar Garden so that the Company on a 24 hour a day, seven days a week, basis can access its equipment, including but not limited to lines, poles, transformers, billing meters, underground facilities and other facilities, but excluding production meters. The drivable road surface needs to be reasonably sufficient to support the use of a 10 ton truck.
3. Built, or otherwise has in place, a permanent fence surrounding the entirety of the solar garden location. If Substantial Progress has been achieved, but Mechanical Completion is not achieved, within this twenty-four (24) month period (including any day-for-day extension referenced above), then the applicant shall pay a “late fee” to the Company of \$200/day/MW Nameplate Capacity of the Generation System. For example, if a Generation System has a Nameplate Capacity of 100 kW, and it achieves Mechanical Completion 30 days late, the “late fee” would be \$600.
4. Before the end of the twenty-four (24) month period (including any day-for-day extension referenced above) the applicant must submit a signed letter to the Company attesting to the fact that Substantial Progress as defined in paragraphs 1-3 above has been made, and attach photographs to that letter demonstrating this.

The “late fee” amount shall be paid to the Company before the Date of Commercial Operation. However, in the event that the Company fails to collect in full such amount by this date, such unpaid amount may be included as part of the costs of interconnection under the MN DIP and MN DIA. All such “late fee” payments received by the Company will be credited 100% to the Minnesota Fuel Clause Adjustment to help offset the costs of this program to the Company ratepayers.

If Mechanical Completion is not achieved within six (6) months from the originally required 24-month Mechanical Completion date (including allowed day-for-day extensions), then the Company will return the program deposit consistent with the provisions on Sheet No. 66.1, and the applicant, if it still intends to proceed with the project, will need to reapply and submit a new program application, including applicable application fee and deposit. Additionally, in this situation, if applicant already has an executed Interconnection Agreement, then that Interconnection Agreement may not be used for a project as part of the Solar*Rewards Community program.

(Continued on Sheet No. 9-68)

Date Filed: By: Christopher B. Clark Effective Date:
President, Northern States Power Company, a Minnesota corporation
Docket No. E002/M-13-867 Order Date:

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
~~2nd~~^{3rd} Revised Sheet No. 70

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

"Community Solar Garden Operator" is identified above and shall mean the organization whose purpose is to operate or otherwise manage the Community Solar Garden for its Subscribers. A Community Solar Garden Operator may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

"Community Solar Garden Location" is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This defined term is applicable to:

1. determine which county the Community Solar Garden is located in for purposes of:
 - a. applying the requirement that "Each Subscriber to the Community Solar Garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to the Community Solar Garden Location",
 - b. having the Company publicly disclose the county where the Community Solar Garden is located,
 - c. generally describing, in addition to the Community Solar Garden Address, the location of the Community Solar Garden; and,
2. detail the requirement that multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure.

This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

"Community Solar Garden Statutory Requirements" are based on the provisions in Minn. Stat. § 216B.1641 and Minn. Stat. § 216B.1691, and for purposes of this Contract mean the following:

- a. The Community Solar Garden must have not less than five (5) Subscribers;
- b. No single Subscriber may have more than a forty (40) percent interest in the Community Solar Garden;
- c. The Community Solar Garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);
- d. Each Subscription shall be sized to represent at least two hundred (200) watts of the Community Solar Garden's generating capacity;
- e. Each Subscription shall be sized so that, when combined with other distributed generation resources serving the premises of each Subscriber, the Subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity over the prior ~~twenty-four~~ ⁽²⁴¹²⁾ months by each Subscriber to which the Subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS), provided that if historical electric energy consumption data is not available for a particular subscriber, the Company will calculate the estimated annual electric energy consumption under the process detailed in the Company's rate book applicable to the Solar*Rewards Community Program.

(Continued on Sheet No. 9-71)

Date Filed:	07-21-16	By: Christopher B. Clark	Effective Date:	08-11-16
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13- 867 ^{E002/M-13-867}		Order Date:	06-21-16

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
~~2nd~~^{3rd} Revised Sheet No. 73

AGREEMENTS

The Community Solar Garden Operator and the Company agree:

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Community Solar Garden Operator at the then current: 1.) Company's avoided cost rate (found in the Company's rate book, Rate Code A51) for solar gardens of 40 kW (AC) capacity or larger, or 2.) Company's average retail energy rate (found in the Company's rate book, Rate Code A50) for solar gardens under 40 kW (AC) capacity. Where the Community Solar Garden Operator has elected to transfer the solar REC's to the Company, or where the VOS Bill Credit Rate applies to Subscribed Energy under the Standard Contract for Solar*Rewards Community, an additional payment of \$0.01/kWh will be paid to the Community Solar Garden Operator for the REC's associated with this Unsubscribed Energy. The Community Solar Garden Operator shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the term of this Contract, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term of the Contract.

A. The Company will buy (through Bill Credits to the Subscribers) all Subscribed Energy generated by the Community Solar Garden and delivered to the Company during a particular Production Month at the Bill Credit Rate. Each Subscriber to the Solar*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the Subscriber's Subscription. Each Subscriber will also be charged for all electricity consumed by the Subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. ~~All Bill Credits must be carried forward for at least a twelve (12)-month cycle.~~ The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than \$1 due for an existing customer or \$2 or more due a person or legal entity no longer a customer of the Company.

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

(Continued on Sheet No. 9-74)

Date Filed:	12-01-16	By: Christopher B. Clark	Effective Date:	09-06-16
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-06-16

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
~~1st~~2nd Revised Sheet No. 75

3. Metering Charges and Requirements

- A. Metering Charge per Month:
- | | |
|--------------|--------|
| Single Phase | \$5.50 |
| Three Phase | \$8.00 |

B. ~~A~~Two (2) Company-owned meters ~~are~~is required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract. ~~One~~The meter is located at the main service and will record energy delivered to the Community Solar Garden Operator from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. ~~The second meter (the "Production Meter") will record energy generated by the PV System only. For the sake of clarity, the amount of energy used as House Power consists of that shown on the meter located at the main service plus electricity recorded as reverse flowing through the Production Meter. The Company shall install, or cause to be installed, own, operate and maintain the Production Meter to measure the AC production of the PV System, at the Community Solar Garden Operator's expense and including the cost of the Production Meter itself.~~ Community Solar Garden Operator will provide all meter housing and socket replacement and rewiring to install ~~both~~the meters. Community Solar Garden Operator shall be charged monthly the metering charge for the main service meter. ~~The metering charge assumes common use of all Company facilities up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Company to accommodate the PV System will require Community Solar Garden Operator to pay an interconnection charge in advance.~~

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Community Solar Garden Operator shall be deemed to be in control of the photovoltaic energy output from the PV System up to and until delivery and receipt by the Company at the Production Meter and the Company shall be deemed to be in control of such energy from and after delivery and receipt at such Production Meter. Title and risk of loss related to the photovoltaic energy shall transfer to the Company at the Production Meter. The Community Solar Garden warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all photovoltaic energy output and/or the ability to transfer good and sufficient title of same to the Company.

5. Interconnection Requirements. The Community Solar Garden Operator must sign the applicable Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract. The following additional interconnection terms also apply.

A. Term of Interconnection Agreement. ~~While the Company's tariff pertaining to its Interconnection Agreement generally provides that the term of the Interconnection Agreement may be up to twenty (20) years,~~ where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement ~~may~~shall end twenty five (25) years after the Date of Commercial Operation.

B. To the extent to which the ADDITIONAL TERMS AND CONDITIONS set forth in Section 9, Sheets 68 through 68.16 differ from the Section 10 tariff, these ADDITIONAL TERMS AND CONDITIONS shall control for

(Continued on Sheet No. 9-76)

Date Filed:	12-18-15	By: Christopher B. Clark	Effective Date:	12-18-15
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-		Order Date:	12-15-15
	867 <u>E002/M-13-867</u>			

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401
MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)

Section No. 9
~~1st~~2nd Revised Sheet No. 75

applications that are not subject to the MN DIP. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68.17 through 68.21, fully apply if the application that is the subject of this Agreement is subject to the MN DIP.

N
N
N

(Continued on Sheet No. 9-76)

Date Filed:	12-18-15	By: Christopher B. Clark President, Northern States Power Company, a Minnesota corporation	Effective Date:	12-18-15
Docket No.	E002/M-13- 867 <u>E002/M-13-867</u>		Order Date:	12-15-15

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
~~Original~~1st Revised Sheet No. 77

6. Community Solar Garden Requirements. (Continued)

F. Annual Report. Starting within 12 months of the Date of Commercial Operation, the Community Solar Garden Operator shall issue (and provide to the Company and each Subscriber) signed and notarized public annual reports containing at a minimum:

- The energy produced by the Community Solar Garden;
- Financial statements including a balance sheet, income statement, and sources and uses of funds statement; and,
- Identification of the management and operatorship of the Community Solar Garden Operator.

Where the Community Solar Garden Operator as a single legal entity has more than one Community Solar Garden, it need not issue individual public reports per Community Solar Garden but may instead combine this information into a single report; provided, however, the combined report needs to identify each Community Solar Garden and energy produced for each Community Solar Garden to which the report applies. 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.~~The Community Solar Garden Operator shall issue (and provide to the Company and each Subscriber) 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; audited financial statements including a balance sheet, income statement, and sources and uses of funds statement; and the management and operatorship of the Community Solar Garden Operator. 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.~~

Where the Community Solar Garden Operator is a subsidiary of a larger corporate entity (Parent), and where that Parent has multiple Community Solar Gardens in its down-line organization, it need not issue individual public annual reports for each garden but may instead combine this information into a single Annual Report containing the financial statements for the Parent entity; provided, however, the combined report identifies each Community Solar Garden and energy produced for each garden to which the report applies and includes a Parent guarantee that it has financial responsibility or obligation to pay debts on behalf of the subsidiary companies. 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.

(Continued on Sheet No. 9-78)

Date Filed:	09-30-13	By: David M. Sparby <u>Christopher B. Clark</u>	Effective Date:	09-17-14
		President, and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-		Order Date:	09-17-14
	867 <u>E002/M-13-867</u>			

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
~~Original~~1st Revised Sheet No. 77

G. Audits. The Company reserves the right to inspect the PV System as necessary to assure the safety and reliability of the system at any time during the Term of this Contract, and for an additional period of one (1) year thereafter.

H. ~~[Intentionally Omitted]Application Fee. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit an application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The application fee is meant to cover the cost to the Company of processing the application.~~

TD
D
D

I. ~~[Intentionally Omitted]Deposit. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit a deposit of an amount equal to \$100/kW to the Company. This Deposit may be submitted by check or wire transfer. Within thirty (30) days after either the Date of Commercial Operation or the date when the Community Solar Garden Operator informs the Company that it will no longer continue pursuing completion of the Community Solar Garden project, or if the Date of Commercial Operation does not occur within the twenty four (24) month timeline (including day-for-day extensions) detailed in Section 6.D above, the Company shall return to Community Solar Garden Operator the deposit paid. When the deposit qualifies to be returned to the Community Solar Garden Operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one (1) percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.~~

TD

D

J. Participation Fee. Each year, the Community Solar Garden Operator will submit a participation fee of ~~\$300~~\$500 to the Company for ongoing costs incurred of administering the Solar*Rewards Community Program. The first participation fee will be charged after the Date of Commercial Operation, and the final participation fee will be charged prior to the Term of the Contract expiring.

N

(Continued on Sheet No. 9-78)

Date Filed:	09-30-13	By: David M. Sparby <u>Christopher B. Clark</u>	Effective Date:	09-17-14
		President, and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-		Order Date:	09-17-14
	867 <u>E002/M-13-867</u>			

Clean

SOLAR*REWARDS COMMUNITY PROGRAM

(Continued)

Section No. 9

3rd Revised Sheet No. 65

RATE APPLICATION

The Company will buy (through Bill Credits to the subscribers) all subscribed energy generated by the Community Solar Garden and delivered to the Company during a particular calendar production month at the Bill Credit Rate. Each subscriber to the Solar*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the subscriber's subscription. Each subscriber will also be charged for all electricity consumed by the subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than \$1 due for an existing customer or \$2 or more due a person or legal entity who is no longer a customer of the Company.

D

TERMS AND CONDITIONS

The Company offers a service to provide Bill Credits to subscribers of a Solar*Rewards Community garden for solar photovoltaic energy delivered to the Company which complies with the following requirements:

- a. The garden must not have less than five (5) subscribers;
- b. No single subscriber may have more than a forty (40) percent interest in the garden;
- c. The garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);
- d. Each subscription shall be sized to represent at least two hundred (200) watts of the garden's generating capacity;
- e. Each subscription shall be sized so that when combined with other distributed generation resources serving the premises of each subscriber that the subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity (over the prior twenty four (24) months) by each subscriber to which the subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS). If twenty four (24) months of historical electric energy consumption data is not available for a particular subscriber, the Company will calculate the estimated annual electric energy consumption as follows: if there is less than twenty four (24) months but four (4) months or more of consumption history, the average monthly consumption is multiplied by twelve (12) to figure the yearly consumption. In cases where there is less than four (4) months of consumption history, home usage is estimated based on the historical average energy use of homes of a similar size. Homes are assumed to have central A/C, electric appliances, and natural gas water and space heating. For commercial properties and all properties over 4,500 square feet with less than four (4) months of consumption history, the subscriber must submit an energy audit (HERS Rating or similar) or load calculations for the property stating the estimated annual consumption. Load calculations must be documented and sent to the Solar*Rewards Community Program Manager for approval. The compliance check by the Company with this 120% rule will be performed once at the beginning of a subscription and later only if the subscriber changes his or her subscription size, adds distributed generation to the premise associated with the subscription, or relocates to a new address.

(Continued on Sheet No. 9-66)

Date Filed:

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867

Order Date:

**SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)**

Section No. 9
1st Revised Sheet No. 66.1

TERMS AND CONDITIONS (Continued)

k. Where the garden operator has begun the application process the following provisions apply:

(1) Prior to the Company processing the application, the garden operator must submit a program application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The program application fee is meant to cover the cost to the Company of processing the program application. This is in addition to the interconnection application fee and other interconnection fees or costs.

(2) Prior to the Company processing the application, the garden operator must submit a deposit of an amount equal to \$100/kW to the Company. This deposit may be submitted by check or wire transfer. The deposit will be eligible for release upon any of the following conditions: 1) full execution of the Interconnection Agreement, 2) garden operator withdrawal of Solar*Rewards Community application in the online application system, or 3) Company cancellation of the application due to non-compliance with program or interconnection timelines or tariffs. For deposits held by the Company within thirty (30) days of receipt of the required deposit refund request paperwork the Company shall return to the garden operator the remaining portion of the deposit after first applying the deposit towards any past due amounts that the garden operator (or any corporate affiliate of the garden operator) owes to the Company pursuant to the Solar*Rewards Community Program. When the deposit qualifies to be returned to the garden operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.

l. Notwithstanding any other law, neither the garden operator nor the subscribers to a garden facility shall be considered a utility solely as a result of their participation in the garden facility.

(Continued on Sheet No. 9-67)

Date Filed:

By: Christopher B. Clark
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E002/M-13-867

Order Date:

SOLAR*REWARDS COMMUNITY PROGRAM
(Continued)

Section No. 9
Original Sheet No. 67.3

APPLICATION TO THE PROGRAM (Continued)

(Note – the provisions for “Application to the Program” on Sheet Nos. 67.2 and 67.3 only apply to applications that are subject to the MN DIP).

If Mechanical Completion is not achieved within the above 24-month period time period (including allowed day-for-day extensions), and if “Substantial Progress” as defined below is not achieved within the above 24-month period time period (including allowed day-for-day extensions), then the Company will return the program deposit consistent with the provisions on Sheet No. 66.1, and the applicant, if it still intends to proceed with the project, will need to reapply and submit a new program application, including applicable application fee and deposit. Additionally, in this situation, if applicant already has an executed Interconnection Agreement, then that Interconnection Agreement may not be used for a project as part of the Solar*Rewards Community program.

The term “Substantial Progress” means that on or before the last day of the 24-month period (including day-for-day extensions), the applicant has achieved all of the following:

1. Installed one-hundred percent (100%) of the PV foundation (including pier, helical screw, ballasts, or similar) to enable mounting of the Nameplate Capacity as collectively set forth in Interconnection Agreement(s) for the Community Solar Garden Site.
2. Built, or otherwise has in place, a permanent drivable (road) surface on the parcel or parcels of land associated with the Community Solar Garden so that the Company on a 24 hour a day, seven days a week, basis can access its equipment, including but not limited to lines, poles, transformers, billing meters, underground facilities and other facilities, but excluding production meters. The drivable road surface needs to be reasonably sufficient to support the use of a 10 ton truck.
3. Built, or otherwise has in place, a permanent fence surrounding the entirety of the solar garden location. If Substantial Progress has been achieved, but Mechanical Completion is not achieved, within this twenty-four (24) month period (including any day-for-day extension referenced above), then the applicant shall pay a “late fee” to the Company of \$200/day/MW Nameplate Capacity of the Generation System. For example, if a Generation System has a Nameplate Capacity of 100 kW, and it achieves Mechanical Completion 30 days late, the “late fee” would be \$600.
4. Before the end of the twenty-four (24) month period (including any day-for-day extension referenced above) the applicant must submit a signed letter to the Company attesting to the fact that Substantial Progress as defined in paragraphs 1-3 above has been made, and attach photographs to that letter demonstrating this.

The “late fee” amount shall be paid to the Company before the Date of Commercial Operation. However, in the event that the Company fails to collect in full such amount by this date, such unpaid amount may be included as part of the costs of interconnection under the MN DIP and MN DIA. All such “late fee” payments received by the Company will be credited 100% to the Minnesota Fuel Clause Adjustment to help offset the costs of this program to the Company ratepayers.

If Mechanical Completion is not achieved within six (6) months from the originally required 24-month Mechanical Completion date (including allowed day-for-day extensions), then the Company will return the program deposit consistent with the provisions on Sheet No. 66.1, and the applicant, if it still intends to proceed with the project, will need to reapply and submit a new program application, including applicable application fee and deposit. Additionally, in this situation, if applicant already has an executed Interconnection Agreement, then that Interconnection Agreement may not be used for a project as part of the Solar*Rewards Community program.

(Continued on Sheet No. 9-68)

Date Filed:	By: Christopher B. Clark	Effective Date:
	President, Northern States Power Company, a Minnesota corporation	
Docket No. E002/M-13-867		Order Date:

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
3rd Revised Sheet No. 70

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

"Community Solar Garden Operator" is identified above and shall mean the organization whose purpose is to operate or otherwise manage the Community Solar Garden for its Subscribers. A Community Solar Garden Operator may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

"Community Solar Garden Location" is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This defined term is applicable to:

1. determine which county the Community Solar Garden is located in for purposes of:
 - a. applying the requirement that "Each Subscriber to the Community Solar Garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to the Community Solar Garden Location",
 - b. having the Company publicly disclose the county where the Community Solar Garden is located,
 - c. generally describing, in addition to the Community Solar Garden Address, the location of the Community Solar Garden; and,
2. detail the requirement that multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure.

This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

"Community Solar Garden Statutory Requirements" are based on the provisions in Minn. Stat. § 216B.1641 and Minn. Stat. § 216B.1691, and for purposes of this Contract mean the following:

- a. The Community Solar Garden must have not less than five (5) Subscribers;
- b. No single Subscriber may have more than a forty (40) percent interest in the Community Solar Garden;
- c. The Community Solar Garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);
- d. Each Subscription shall be sized to represent at least two hundred (200) watts of the Community Solar Garden's generating capacity;
- e. Each Subscription shall be sized so that, when combined with other distributed generation resources serving the premises of each Subscriber, the Subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity over the prior twelve (12) months by each Subscriber to which the Subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS), provided that if historical electric energy consumption data is not available for a particular subscriber the Company will calculate the estimated annual electric energy consumption under the process detailed in the Company's rate book applicable to the Solar*Rewards Community Program.

N

(Continued on Sheet No. 9-71)

Date Filed:	By: Christopher B. Clark	Effective Date:
	President, Northern States Power Company, a Minnesota corporation	
Docket No. E002/M-13-867		Order Date:

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
3rd Revised Sheet No. 73

AGREEMENTS

The Community Solar Garden Operator and the Company agree:

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Community Solar Garden Operator at the then current: 1.) Company's avoided cost rate (found in the Company's rate book, Rate Code A51) for solar gardens of 40 kW (AC) capacity or larger, or 2.) Company's average retail energy rate (found in the Company's rate book, Rate Code A50) for solar gardens under 40 kW (AC) capacity. Where the Community Solar Garden Operator has elected to transfer the solar RECs to the Company, or where the VOS Bill Credit Rate applies to Subscribed Energy under the Standard Contract for Solar*Rewards Community, an additional payment of \$0.01/kWh will be paid to the Community Solar Garden Operator for the RECs associated with this Unsubscribed Energy. The Community Solar Garden Operator shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the term of this Contract, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term of the Contract.

A. The Company will buy (through Bill Credits to the Subscribers) all Subscribed Energy generated by the Community Solar Garden and delivered to the Company during a particular Production Month at the Bill Credit Rate. Each Subscriber to the Solar*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the Subscriber's Subscription. Each Subscriber will also be charged for all electricity consumed by the Subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than \$1 due for an existing customer or \$2 or more due a person or legal entity no longer a customer of the Company.

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

(Continued on Sheet No. 9-74)

Date Filed:	By: Christopher B. Clark	Effective Date:
	President, Northern States Power Company, a Minnesota corporation	
Docket No. E002/M-13-867		Order Date:

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
2nd Revised Sheet No. 75

3. Metering Charges and Requirements

- A. Metering Charge per Month:
- | | |
|--------------|--------|
| Single Phase | \$5.50 |
| Three Phase | \$8.00 |

B. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract. The meter is located at the main service and will record energy delivered to the Community Solar Garden Operator from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. Community Solar Garden Operator will provide all meter housing and socket replacement and rewiring to install the meter. Community Solar Garden Operator shall be charged monthly the metering charge for the main service meter.

N
|
D
N D

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Community Solar Garden Operator shall be deemed to be in control of the photovoltaic energy output from the PV System up to and until delivery and receipt by the Company at the Production Meter and the Company shall be deemed to be in control of such energy from and after delivery and receipt at such Production Meter. Title and risk of loss related to the photovoltaic energy shall transfer to the Company at the Production Meter. The Community Solar Garden warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all photovoltaic energy output and/or the ability to transfer good and sufficient title of same to the Company.

5. Interconnection Requirements. The Community Solar Garden Operator must sign the applicable Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract. The following additional interconnection terms also apply.

N

A. Where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement shall end twenty five (25) years after the Date of Commercial Operation.

D
T

B. To the extent to which the ADDITIONAL TERMS AND CONDITIONS set forth in Section 9, Sheets 68 through 68.16 differ from the Section 10 tariff, these ADDITIONAL TERMS AND CONDITIONS shall control for applications that are not subject to the MN DIP. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68.17 through 68.21, fully apply if the application that is the subject of this Agreement is subject to the MN DIP.

N
N
N

(Continued on Sheet No. 9-76)

Date Filed:

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867

Order Date:

**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 77

6. Community Solar Garden Requirements. (Continued)

F. Annual Report. Starting within 12 months of the Date of Commercial Operation, the Community Solar Garden Operator shall issue (and provide to the Company and each Subscriber) signed and notarized public annual reports containing at a minimum:

- The energy produced by the Community Solar Garden;
- Financial statements including a balance sheet, income statement, and sources and uses of funds statement; and,
- Identification of the management and operatorship of the Community Solar Garden Operator.

Where the Community Solar Garden Operator as a single legal entity has more than one Community Solar Garden, it need not issue individual public reports per Community Solar Garden but may instead combine this information into a single report; provided, however, the combined report needs to identify each Community Solar Garden and energy produced for each Community Solar Garden to which the report applies. 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.

Where the Community Solar Garden Operator is a subsidiary of a larger corporate entity (Parent), and where that Parent has multiple Community Solar Gardens in its down-line organization, it need not issue individual public annual reports for each garden but may instead combine this information into a single Annual Report containing the financial statements for the Parent entity; provided, however, the combined report identifies each Community Solar Garden and energy produced for each garden to which the report applies and includes a Parent guarantee that it has financial responsibility or obligation to pay debts on behalf of the subsidiary companies. 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.

G. Audits. The Company reserves the right to inspect the PV System as necessary to assure the safety and reliability of the system at any time during the Term of this Contract, and for an additional period of one (1) year thereafter.

H. [Intentionally Omitted]

I. [Intentionally Omitted]

J. Participation Fee. Each year, the Community Solar Garden Operator will submit a participation fee of \$500 to the Company for ongoing costs incurred of administering the Solar*Rewards Community Program. The first participation fee will be charged after the Date of Commercial Operation, and the final participation fee will be charged prior to the Term of the Contract expiring.

(Continued on Sheet No. 9-78)

Date Filed:

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867

Order Date:

Annotations to Xcel Energy Redlines – Sections 9, Community Solar Gardens – Docket No. 13-867

(Note – where edits are to same tariff sheet as in Docket 18-714, the edits proposed in 18-714 as reflected in the filing in the current docket are in blue font on the redline version of the tariff).

Section and Sheet #	Par. #	Associated Docket	Notes
Sec. 9, 65			Removed requirement for minimum 12-month cycle for carrying forward bill credits.
Sec. 9, 66.1	k	18-714	Revised deposit language to all the deposit to be returned earlier in the process while also adding language to allow the Company use the deposit towards any past due amounts owed to the Company under the Solar*Rewards Community program by the garden operator or its corporate affiliates.
Sec. 9, 67.3		18-714	Added provisions allowing an additional 6 months with a late fee if conditions are met – similar to provisions in CSG Contract Amendment filed in Docket 13-867 on June 19, 2017.
Sec. 9, 70			Subscription size based on average annual consumption over the 12 prior months, not the prior 24 months. This aligns better with our system capacity to measure.
Sec. 9, 73			Removes language requiring all bill credits to be carried forward for at least 12 months.
Sec. 9, 75			In par. 3.B. edits reflect that only a single meter is required, and that single meter will record production that is sent to the Company and also record energy that the Company sends to the garden. Aligns with pending CSG Amendment submitted on November 19, 2018.
Sec. 9, 77	6.F	18-714	Revised provisions on the Annual Report to align with the CSG Amendments that were filed on October 14, 2016 and August 1, 2018. The revisions allow for reporting several gardens together in a single annual report under certain circumstances. This also includes parent company reporting of financials, and makes it easier to gardens to comply with the annual reporting requirements.
Sec. 9, 77	6.J	18-714	Adjusts ongoing participation fee from \$300 to \$500.

CERTIFICATE OF SERVICE

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

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

xx by electronic filing.

Docket Nos.: E002/M-13-867

Dated this 14th day of December.

/s/

Lynette Sweet
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ross	Abbey	ross.abbey@us-solar.com	United States Solar Corp.	100 North 6th St Ste 222C Minneapolis, MN 55403	Electronic Service	No	OFF_SL_13-867_Official
Michael	Allen	michael.allen@allenergysolar.com	All Energy Solar	721 W 26th st Suite 211 Minneapolis, Minnesota 55405	Electronic Service	No	OFF_SL_13-867_Official
David	Amster Olzweski	david@mysunshare.com	SunShare, LLC	1774 Platte St Denver, CO 80202	Electronic Service	No	OFF_SL_13-867_Official
Sara	Baldwin Auck	sarab@irecusa.org	Interstate Renewable Energy Council, Inc.	PO Box 1156 Latham, NY 12110	Electronic Service	No	OFF_SL_13-867_Official
Laura	Beaton	beaton@smwlaw.com	Shute, Mihaly & Weinberger LLP	396 Hayes Street San Francisco, CA 94102	Electronic Service	No	OFF_SL_13-867_Official
Kenneth	Bradley	kbradley1965@gmail.com		2837 Emerson Ave S Apt CW112 Minneapolis, MN 55408	Electronic Service	No	OFF_SL_13-867_Official
Michael J.	Bull	mbull@mncee.org	Center for Energy and Environment	212 Third Ave N Ste 560 Minneapolis, MN 55401	Electronic Service	No	OFF_SL_13-867_Official
Jessica	Burdette	jessica.burdette@state.mn.us	Department of Commerce	85 7th Place East Suite 500 St. Paul, MN 55101	Electronic Service	No	OFF_SL_13-867_Official
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1800 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_13-867_Official
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@cooperativeenergyfutures.com	Cooperative Energy Futures	3500 Bloomington Ave. S Minneapolis, MN 55407	Electronic Service	No	OFF_SL_13-867_Official
James	Denniston	james.r.denniston@xcenergy.com	Xcel Energy Services, Inc.	414 Nicollet Mall, Fifth Floor Minneapolis, MN 55401	Electronic Service	No	OFF_SL_13-867_Official
Ian	Dobson	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_13-867_Official
Jason	Edens	jason@rreal.org	Rural Renewable Energy Alliance	3963 8th Street SW Backus, MN 55435	Electronic Service	No	OFF_SL_13-867_Official
Betsy	Engelking	betsy@geronimoenergy.com	Geronimo Energy	7650 Edinborough Way Suite 725 Edina, MN 55435	Electronic Service	No	OFF_SL_13-867_Official
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
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
Matthew D.	Forsgren	mforsgren@greeneespel.com	GREENE ESPEL PLLP	222 S. Ninth Street, Suite 2200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_13-867_Official
Nathan	Franzen	nathan@geronimoenergy.com	Geronimo Energy	7650 Edinborough Way Suite 725 Edina, MN 55435	Electronic Service	No	OFF_SL_13-867_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Hal	Galvin	halgalvin@comcast.net	Provectus Energy Development llc	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.com	Kutak Rock LLP	Suite 1750 220 South Sixth Street Minneapolis, MN 554021425	Electronic Service	No	OFF_SL_13-867_Official
Timothy	Gulden	info@winonarenewableenergy.com	Winona Renewable Energy, LLC	1449 Ridgewood Dr Winona, MN 55987	Electronic Service	No	OFF_SL_13-867_Official
Duane	Hebert	duane.hebert@novelenergy.biz	Novel Energy Solutions	1628 2nd Ave SE Rochester, MN 55904	Electronic Service	No	OFF_SL_13-867_Official
Kimberly	Hellwig	kimberly.hellwig@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_13-867_Official
Jan	Hubbard	jan.hubbard@comcast.net		7730 Mississippi Lane Brooklyn Park, MN 55444	Electronic Service	No	OFF_SL_13-867_Official
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.mn.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

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Julie	Jorgensen	juliejorgensen@greenmark solar.com	Greenmark Solar	4630 Quebec Ave N New Hope, MN 55428-4973	Electronic Service	No	OFF_SL_13-867_Official
Michael	Kampmeyer	mkampmeyer@a-e-group.com	AEG Group, LLC	260 Salem Church Road Sunfish Lake, Minnesota 55118	Electronic Service	No	OFF_SL_13-867_Official
Brad	Klein	bklein@elpc.org	Environmental Law & Policy Center	35 E. Wacker Drive, Suite 1600 Suite 1600 Chicago, IL 60601	Electronic Service	No	OFF_SL_13-867_Official
Aaron	Knoll	aknoll@greeneespel.com	Greene Espel PLLP	222 South Ninth Street Suite 2200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_13-867_Official
Jon	Kramer	sundialjon@gmail.com	Sundial Solar	3209 W 76th St Edina, MN 55435	Electronic Service	No	OFF_SL_13-867_Official
Michael	Krause	michaelkrause61@yahoo.com	Kandiyo Consulting, LLC	433 S 7th Street Suite 2025 Minneapolis, Minnesota 55415	Electronic Service	No	OFF_SL_13-867_Official
Dean	Leischow	dean@sunrisenrg.com	Sunrise Energy Ventures	315 Manitoba Ave Wayzata, MN 55391	Electronic Service	No	OFF_SL_13-867_Official
Thomas	Melone	Thomas.Melone@AllcoUS.com	Minnesota Go Solar LLC	222 South 9th Street Suite 1600 Minneapolis, Minnesota 55120	Electronic Service	No	OFF_SL_13-867_Official
Andrew	Moratzka	andrew.moratzka@stoel.com	Stoel Rives LLP	33 South Sixth St Ste 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_13-867_Official
Martin	Morud	mmorud@trunorthsolar.com	Tru North Solar	5115 45th Ave S Minneapolis, MN 55417	Electronic Service	No	OFF_SL_13-867_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Rolf	Nordstrom	rnordstrom@gpisd.net	Great Plains Institute	2801 21ST AVE S STE 220 Minneapolis, MN 55407-1229	Electronic Service	No	OFF_SL_13-867_Official
Jeff	O'Neill	jeff.oneill@ci.monticello.mn.us	City of Monticello	505 Walnut Street Suite 1 Monticello, Minnesota 55362	Electronic Service	No	OFF_SL_13-867_Official
Eric	Pasi	ericp@ips-solar.com	IPS Solar	2670 Patton Rd Roseville, MN 55113	Electronic Service	No	OFF_SL_13-867_Official
Dan	Patry	dpatry@sunedison.com	SunEdison	600 Clipper Drive Belmont, CA 94002	Electronic Service	No	OFF_SL_13-867_Official
Jeffrey C	Paulson	jeff.jcplaw@comcast.net	Paulson Law Office, Ltd.	4445 W 77th Street Suite 224 Edina, MN 55435	Electronic Service	No	OFF_SL_13-867_Official
Joyce	Peppin	joyce@mrea.org	Minnesota Rural Electric Association	11640 73rd Ave N Maple Grove, MN 55369	Electronic Service	No	OFF_SL_13-867_Official
David	Shaffer	shaff081@gmail.com	Minnesota Solar Energy Industries Project	1005 Fairmount Ave Saint Paul, MN 55105	Electronic Service	No	OFF_SL_13-867_Official
Doug	Shoemaker	dougs@mnRenewables.org	Minnesota Renewable Energy	2928 5th Ave S Minneapolis, MN 55408	Electronic Service	No	OFF_SL_13-867_Official
Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	OFF_SL_13-867_Official
Thomas P.	Sweeney III	tom.sweeney@easycleanenergy.com	Clean Energy Collective	P O Box 1828 Boulder, CO 80306-1828	Electronic Service	No	OFF_SL_13-867_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Lynnette	Sweet	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_13-867_Official
Anna	Tobin	atobin@greeneespel.com	Greene Espel PLLP	222 South Ninth Street Suite 2200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_13-867_Official
Pat	Treseler	pat.jcplaw@comcast.net	Paulson Law Office LTD	4445 W 77th Street Suite 224 Edina, MN 55435	Electronic Service	No	OFF_SL_13-867_Official
Michael	Tyler	michael.tyler@minneapolismn.gov	City of Mpls Sustainability	350 South 5th St, #315 Minneapolis, MN 55415	Paper Service	No	OFF_SL_13-867_Official
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_13-867_Official