



414 Nicollet Mall
Minneapolis, MN 55401

September 23, 2021

—Via Electronic Filing—

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

RE: IN THE MATTER OF XCEL ENERGY'S TARIFF REVISIONS UPDATING
COMMUNITY SOLAR GARDEN TARIFF PROVIDING ADDITIONAL CUSTOMER
PROTECTIONS IN SUBSCRIPTION ELIGIBILITY,
DOCKET NO. E002/M-21-_____
AND,
IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER
COMPANY, D/B/A XCEL ENERGY, FOR APPROVAL OF ITS PROPOSED
COMMUNITY SOLAR GARDEN PROGRAM, DOCKET NO. E002/M-13-867

Dear Mr. Seuffert,

Northern States Power Company, doing business as Xcel Energy, encloses the attached Petition proposing to modify the existing Company tariff under the Standard Contract for Solar*Rewards Community at sheets 9-66.1, 9-74, and 9-76 adding consumer protections to tenants in premises that are subject to subscriptions of Community Solar Gardens (CSGs).

We have electronically filed this document with the Minnesota Public Utilities Commission and have copied the Community Solar Garden Docket E002/M-13-867. A summary of the filing has been served on the parties on the attached service lists. Please contact Jessica Peterson at Jessica.k.peterson@xcelenergy.com or 612-330-6850 if you have any questions regarding this filing.

Sincerely,

/s/

BRIDGETT DOCKTER
MANAGER OF POLICY AND OUTREACH

Enclosures
c: Service List

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF XCEL ENERGY'S
TARIFF REVISIONS UPDATING
COMMUNITY SOLAR GARDEN TARIFF
PROVIDING ADDITIONAL CUSTOMER
PROTECTIONS IN SUBSCRIPTION
ELIGIBILITY

DOCKET NO. E002/M-21-____

AND

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY,
D/B/A XCEL ENERGY, FOR APPROVAL
OF ITS PROPOSED COMMUNITY SOLAR
GARDEN PROGRAM

DOCKET No.. E002/M-13-867

PETITION

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, Energy Cents Coalition, Mid-Minnesota Legal Aid, and the Citizens Utility Board of Minnesota, (collectively, the Joint Parties) submit to the Minnesota Public Utilities Commission this joint petition and proposed tariff modifications to the Standard Contract for Solar*Rewards Community sheets 9-66.1, 9-74, and 9-76. The modifications add consumer protections for tenants in premises that are subject to Community Solar Gardens (CSGs) subscriptions.

The Joint Parties have worked together to create proposed tariff modifications that we believe will help ensure tenants in rental premises that are the subject of CSG subscriptions will retain consumer protections and full access to state and utility assistance programs. With these changes, we believe that more tenants will retain essential regulatory consumer protections provided by the Cold Weather Rule,

protection from disconnection of service, and maintain the ability to qualify for the maximum LIHEAP benefit and supplemental utility affordability programs. These changes will help prevent landlords from coercing tenants to enter into CSG subscriptions as a condition of leasing a premise.

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. Stat. § 216.17, subd. 3, we have electronically filed this document with the Commission. Pursuant to Minn. R. 7829.1300, subp. 2, we have served copies of this document on the attached 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 Attorney

For Xcel Energy:

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

For Mid-Minnesota Legal Aid:

Gary Van Winkle, Esq.
Mid-Minnesota Legal Aid
111 N. Fifth St., Suite 100
Minneapolis, MN 55403-1604

C. Date of Filing and Proposed Effective Date

The date of this filing is September 23, 2021. The Company proposes that the tariff modification be effective the date of the compliance tariff filing following the Commission Order.

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 falls within the definition of a miscellaneous filing under Minn. R. 7829.0100, subp. 11, since no determination of Xcel Energy's general revenue requirement is necessary. Under Minn. R. 7829.1400, in the absence of a Commission order or notice establishing a different comment period, a person wishing to comment on a miscellaneous filing shall do so within 30 days of its filing with the Commission. Unless otherwise directed by the Commission, the utility and other persons have ten days from the expiration of the original comment period to file reply comments.

E. Utility Employee Responsible for Filing

Bridget Dockter
Manager, Policy and Outreach
Xcel Energy
401 Nicollet Mall, 401 – 7th Floor
Minneapolis, MN 55401
612-337-2096

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

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

Gary Van Winkle, Esq.
Mid-Minnesota Legal Aid
111 N. Fifth St., Suite 100
Minneapolis, MN 55403-1604

Pam Marshall
Executive Director
Energy CENTS Coalition
823 E. 7th Street

gvanwinkle@mylegalaid.org

St. Paul, MN 55106

pam@energycents.org

Brian Edstrom
Senior Regulatory Advocate
Citizens Utility Board of Minnesota
332 Minnesota St., Suite W1360
St. Paul, MN 55101
651-300-4701
briane@cubminnesota.org

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

V. DESCRIPTION AND PURPOSE OF FILING

A. Purpose of Filing

The Joint Parties are concerned that tenants who need the comprehensive approach to energy assistance that the state and Xcel Energy's programs provide are missing a critical opportunity to help pay their bills, especially in the wake of the pandemic recovery. We have become aware of situations where tenants of multi-unit buildings are having their accounts transferred to the building owner/landlord's name, altering the customer of record so that the building owner can subscribe to a CSG and receive the associated CSG bill credits. The impact of this practice is those tenants are no longer an account holder with Xcel Energy, and as such, are not protected under the regulatory compact of the Cold Weather Rule and may be financially harmed.

In these situations, tenant-customers have noted that they receive less than a \$4/month credit for the CSG subscription associated with their premise when the building owner/landlord is the CSG subscriber associated with the tenant's premise. The landlord holds the tenant responsible for paying the electric bill associated with their premise, but the tenant does not receive the full bill credit on the bill associated with the CSG subscription because the account holder is the building owner/landlord. Even more concerning, the tenants are no longer in Xcel Energy's billing system, (i.e., the tenants no longer appear as Xcel Energy customers) and, as a result they are ineligible for Xcel Energy's energy assistance programs such as PowerOn that would otherwise provide benefits to them of approximately \$70 per month. To these customers, the difference in the missed monthly energy assistance can be catastrophic;

whatever financial benefit they receive through their participation in a CSG is significantly outweighed by the loss of that energy assistance.

Meanwhile, we are concerned that some landlords are taking advantage of their tenants by coercing them to become subscribers of CSGs as a condition of signing or renewing a lease. The landlords then capture tax and marketing benefits arising from their involvement with a community solar garden while retaining steady revenue from tenant-subscribers who have no ability to opt out of the subscription (other than to move out of the building). To ensure customer protections and maintain all energy assistance provisions afforded from a regulated utility, the Joint Parties propose to modify Xcel Energy's Community Solar Garden Tariff as detailed below.

Xcel Energy's Standard Contract for Solar*Rewards Community between the Garden Operator and the Company provides language defining that the tariff version of that contract may be revised from time to time, and that the provisions of the tariff shall control. It states at tariff sheet 9-73:

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.

Accordingly, if the Commission approves the tariff changes as proposed in this Petition, once these changes are in Xcel Energy's tariff, they will apply to all CSGs.

B. Proposed Tariff Changes to Community Solar Garden

We provide the redlined and clean tariff sheets 9-66.1, 9-74 and 9-76 as Attachment A to this filing. We further describe these changes here.

We propose a tariff modification shown in redline to tariff sheet 9-76:

- A. The Community Solar Garden Operator shall assure that each of the Community Solar Garden Statutory Requirements is met. Beginning on January 1, 2022, Subscriber eligibility requirements shall also include that in the event the premise associated with a Subscription is tenant occupied, then any such Subscription must be in the name of the tenant only and the tenant needs to be an existing Xcel Energy account holder. In the event the premise is tenant occupied, the Subscriber eligibility requirements shall also include the following: (i) a Subscription may not be in the name of any landlord or

third-party, and (ii) a tenant's Subscription in a community solar garden may not be a condition to the tenant's lease agreement. However, notwithstanding this, if the premise is part of a multi-tenant single-meter building and if the landlord is the existing Xcel Energy account holder, then the landlord may have a Subscription in its name.

We propose a correspondingly similar modification shown in redline to sheet 9-66.1 (which describes general terms and conditions that precede the tariffed contract for Solar*Rewards Community):

k. Beginning on January 1, 2022, Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is tenant occupied, then any such Subscription must be in the name of the tenant only and the tenant needs to be an existing Xcel Energy Account holder. In the event the premise is tenant occupied, the Subscriber eligibility requirements shall also include the following: (i) a Subscription may not be in the name of any landlord or third-party, and (ii) a tenant's Subscription in a community solar garden may not be a condition to the tenant's lease agreement. However, notwithstanding this, if the premise is part of a multi-tenant single-meter building and if the landlord is the existing Xcel Energy account holder, then the landlord may have a Subscription in its name.

The date of January 1, 2022 is set forth in the proposed tariff modifications. If approved, we believe that the Commission should set the actual effective date. We recommend that this date align with the first day of the first month following the effective date of the Commission order in this matter. This would make the changes prospective and also align them with the CSG program requirement that locks in subscriptions based on the listing of subscribers at the beginning of each month.

We submit the following tariff modification shown in redline to the tariff contract for Solar*Rewards Community at sheet 9-74:

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company. Consistent with this, in the event that any Subscription is not eligible, and Bill Credits have been applied, then for a period beginning one year before the Company discovered that the Subscription was not eligible the Company may recoup these funds and obtain payment solely from the Community Solar Garden Operator the difference between Bill Credit provided and the

Unsubscribed Energy rate. Failure of the Community Solar Garden Operator to make this payment upon demand shall be considered a breach of this Contract.

With these changes, we believe that more tenants will: (i) retain regulatory consumer protections provided by the Cold Weather Rule; (ii) retain protection from disconnection of service; (iii) maintain the ability to qualify for full energy assistance options; and (iv) be less likely to be coerced to enter into a CSG subscription without having the opportunity to make an informed decision about their participation in the CSG.

It is not in the public interest to continue to allow the landlords to benefit from CSG programs in ways that harm their low-income tenants. The CSG tariff changes being proposed here will help to mitigate and resolve this by taking away a financial incentive to economically harm low-income tenants/customers. The Commission has the authority to set the policies as proposed in this Petition. As recognized by the Minnesota Supreme Court,

... to facilitate a determination that is both equitable and responsive to the public interest, the PUC must be afforded considerable latitude in combining its technical expertise with its judgments regarding the appropriate balance of competing interests and policies. *Reserve Mining Company v. Minnesota Public Utilities Commission*, 334 NW2d 389, 392 (1983).

The Commission's quasi-judicial and quasi-legislative role allows it to weigh the facts and make a policy determination in this matter. Without these changes to our CSG tariff, tenants will continue to be harmed by landlords that abuse the CSG program to tenants' detriment and financial harm. Declining to adopt the proposed tariff revisions would result in inconvenience or diminish efficiency in service to consumers which is not favored by state statute.¹ Under state statute, "rates" (meaning any tariff, practice or contract)² shall not be unreasonably preferential, but "any doubt of reasonableness should be resolved in favor of the consumer."³ State statute also affirmatively protects low-income customers receiving electric service, such as through energy assistance set forth under Minn. Stat. 216B.16, Subd. 14. Further, "...[t]he commission must consider ability to pay as a factor in setting utility rates and may establish affordability programs for low-income residential ratepayers in order to ensure affordable, reliable, and continuous service to low-income utility customers.... The commission must issue

¹ Minn. Stat. §216B.01.

² Minn. Stat. §216B.02, subd. 5.

³ Minn. Stat. §216B.03.

orders necessary to implement, administer, and evaluate affordability programs....”
Minn. Stat. §216B.16, Subd. 15. The Commission needs to use its judgment to strike the appropriate balance of competing interests here. We believe that we have proposed a reasonable approach. It is important that the Commission act on this issue now because a failure of timely action would effectively continue to favor landlords and CSG developers over tenants – particularly low-income tenants.

CONCLUSION

Xcel Energy, Energy Cents Coalition, Mid-Minnesota Legal Aid, and the Citizens Utility Board, respectfully requests that the Commission approve the proposed tariff modification to tariff sheets 9-66.1, 9-74 and 9-76 as described above.

Dated: September 23, 2021

Northern States Power Company

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF XCEL ENERGY'S
TARIFF REVISIONS UPDATING
COMMUNITY SOLAR GARDEN TARIFF
PROVIDING ADDITIONAL CUSTOMER
PROTECTIONS IN SUBSCRIPTION
ELIGIBILITY

DOCKET NO. E002/M-21-____ &
DOCKET NO. E002/M-13-867

PETITION

SUMMARY OF FILING

Please take notice that on September 23, 2021, Northern States Power Company, doing business as Xcel Energy, Energy Cents Coalition, Mid-Minnesota Legal Aid, and the Citizens Utility Board, (collectively, the Joint Parties) filed a petition and tariff to the Minnesota Public Utilities Commission proposing modifications to the existing Company tariff under the Standard Contract for Solar*Rewards Community at sheets 9-66.1, 9-74, and 9-76 adding consumer protections to tenants in premises that are subject to Community Solar Gardens subscriptions.

Redline

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

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

Section No. 9
~~2nd~~3rd 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 paper work the Company shall return to the garden operator the deposit. When the deposit qualifies to be returned to the garden operator, it shall also include interest. 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.

(3) The Company may publicly post the following information about each application submitted by each garden operator: Community Solar Garden location (city and county), name of the owner of the Community Solar Garden, Nameplate Capacity, application identification number, then-current estimated in-service date as of date of posting information if one has been derived, feeder name, whether or not a feeder upgrade is expected to be required for the specific application, initial indicative cost estimate as set forth in the interconnection agreement, date of signed interconnection agreement, and whether or not the application is in commercial operation. This publicly posted information may be updated over time and initial or prior postings of this information may change over time.

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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.

m. Beginning on January 1, 2022, Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is tenant occupied, then any such Subscription must be in the name of the tenant only and the tenant needs to be an existing Xcel Energy account holder. In the event the premise is tenant occupied, the Subscriber eligibility requirements shall also include the following: (i) a Subscription may not be in the name of any landlord or third-party, and (ii) a tenant's Subscription in a community solar garden may not be a condition to the tenant's lease agreement. However, notwithstanding this, if the premise is part of a multi-tenant single-meter building and if the landlord is the existing Xcel Energy account holder, then the landlord may have a Subscription in its name.

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(Continued on Sheet No. 9-67)

Date Filed:	<u>44-02-2009-23-21</u>	By: Christopher B. Clark	Effective Date:	<u>03-08-21</u>
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	<u>E002/M-13-86721-</u> <u>& E002/M-13-867</u>		Order Date:	<u>02-23-21</u>

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

Section No. 9
~~Original~~1st Revised Sheet No. 74

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period 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.

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Community Solar Garden Operator via the CSG Application System.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company. Consistent with this, in the event that any Subscription is not eligible, and Bill Credits have been applied, then for a period beginning one year before the Company discovered that the Subscription was not eligible the Company may recoup these funds and obtain payment solely from the Community Solar Garden Operator the difference between Bill Credit provided and the Unsubscribed Energy rate. Failure of the Community Solar Garden Operator to make this payment upon demand shall be considered a breach of this Contract.

2. House Power. The Company will sell House Power to the Community Solar Garden under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs. The Community Solar Garden Operator shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Community Solar Garden Operator shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal claim or right to the contrary. Because the Company must purchase from the Community Solar Garden all energy generated by the Community Solar Garden, the Community Solar Garden may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties' respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Community Solar Garden Operator's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Community Solar Garden Operator and the Company with respect to the arrangements for House Power.

(Continued on Sheet No. 9-75)

Date Filed: ~~09-30-13~~09-23-21 By: ~~David M. Sparby~~Christopher B. Clark Effective Date: 09-17-14
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation
Docket No. E002/M-~~13-867~~21- & Order Date: 09-17-14
E002/M-13-867

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
~~3rd~~4th Revised Sheet No. 76

6. Community Solar Garden Requirements.

A. The Community Solar Garden Operator shall assure that each of the Community Solar Garden Statutory Requirements is met. Beginning on January 1, 2022, Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is tenant occupied, then any such Subscription must be in the name of the tenant only and the tenant needs to be an existing Xcel Energy account holder. In the event the premise is tenant occupied, the Subscriber eligibility requirements shall also include the following: (i) a Subscription may not be in the name of any landlord or third-party, and (ii) a tenant's Subscription in a community solar garden may not be a condition to the tenant's lease agreement. However, notwithstanding this, if the premise is part of a multi-tenant single-meter building and if the landlord is the existing Xcel Energy account holder, then the landlord may have a Subscription in its name.

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B. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (Attachment "A" to this Contract) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber.

D

C. Code Compliance. The Community Solar Garden Operator shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.

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D. [Intentionally Omitted]

E. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68 through 68.16, fully apply if the application that is the subject of this Agreement is 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.

(Continued on Sheet No. 9-76.1)

Date Filed:	12-14-18 09-23-21	By: Christopher B. Clark	Effective Date:	05-09-19
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M- 18-714 21- & E002/M-13-867		Order Date:	05-09-19

Clean

Northern States Power Company, a Minnesota corporation

Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

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

Section No. 9
3rd 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 paper work the Company shall return to the garden operator the deposit. When the deposit qualifies to be returned to the garden operator, it shall also include interest. 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.

(3) The Company may publicly post the following information about each application submitted by each garden operator: Community Solar Garden location (city and county), name of the owner of the Community Solar Garden, Nameplate Capacity, application identification number, then-current estimated in-service date as of date of posting information if one has been derived, feeder name, whether or not a feeder upgrade is expected to be required for the specific application, initial indicative cost estimate as set forth in the interconnection agreement, date of signed interconnection agreement, and whether or not the application is in commercial operation. This publicly posted information may be updated over time and initial or prior postings of this information may change over time.

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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.

m. Beginning on January 1, 2022, Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is tenant occupied, then any such Subscription must be in the name of the tenant only and the tenant needs to be an existing Xcel Energy account holder. In the event the premise is tenant occupied, the Subscriber eligibility requirements shall also include the following: (i) a Subscription may not be in the name of any landlord or third-party, and (ii) a tenant's Subscription in a community solar garden may not be a condition to the tenant's lease agreement. However, notwithstanding this, if the premise is part of a multi-tenant single-meter building and if the landlord is the existing Xcel Energy account holder, then the landlord may have a Subscription in its name.

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(Continued on Sheet No. 9-67)

Date Filed: 09-23-21

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-21- &
E002/M-13-867

Order Date:

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

Section No. 9
1st Revised Sheet No. 74

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period 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.

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Community Solar Garden Operator via the CSG Application System.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company. Consistent with this, in the event that any Subscription is not eligible, and Bill Credits have been applied, then for a period beginning one year before the Company discovered that the Subscription was not eligible the Company may recoup these funds and obtain payment solely from the Community Solar Garden Operator the difference between Bill Credit provided and the Unsubscribed Energy rate. Failure of the Community Solar Garden Operator to make this payment upon demand shall be considered a breach of this Contract.

2. House Power. The Company will sell House Power to the Community Solar Garden under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs. The Community Solar Garden Operator shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Community Solar Garden Operator shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal claim or right to the contrary. Because the Company must purchase from the Community Solar Garden all energy generated by the Community Solar Garden, the Community Solar Garden may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties' respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Community Solar Garden Operator's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Community Solar Garden Operator and the Company with respect to the arrangements for House Power.

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(Continued on Sheet No. 9-75)

Date Filed:	09-23-21	By: Christopher B. Clark	Effective Date:
		President, Northern States Power Company, a Minnesota corporation	
Docket No.	E002/M-21- & E002/M-13-867		Order Date:

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
4th Revised Sheet No. 76

6. Community Solar Garden Requirements.

A. The Community Solar Garden Operator shall assure that each of the Community Solar Garden Statutory Requirements is met. Beginning on January 1, 2022, Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is tenant occupied, then any such Subscription must be in the name of the tenant only and the tenant needs to be an existing Xcel Energy account holder. In the event the premise is tenant occupied, the Subscriber eligibility requirements shall also include the following: (i) a Subscription may not be in the name of any landlord or third-party, and (ii) a tenant's Subscription in a community solar garden may not be a condition to the tenant's lease agreement. However, notwithstanding this, if the premise is part of a multi-tenant single-meter building and if the landlord is the existing Xcel Energy account holder, then the landlord may have a Subscription in its name.

B. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (Attachment "A" to this Contract) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber.

C. Code Compliance. The Community Solar Garden Operator shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.

D. [Intentionally Omitted]

E. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68 through 68.16, fully apply if the application that is the subject of this Agreement is 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.

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(Continued on Sheet No. 9-76.1)

Date Filed: 09-23-21 By: Christopher B. Clark Effective Date:
President, Northern States Power Company, a Minnesota corporation
Docket No. E002/M-21- & Order Date:
E002/M-13-867

CERTIFICATE OF SERVICE

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

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

xx electronic filing

DOCKET NO. E002/M-13-867

Dated this 23rd day of September 2021

/s/

Crystal Syvertsen
Regulatory Administrator

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