
**Amendment to Standard Contract for
Solar*Rewards Community**

(Regarding Extending Mechanical Completion Deadline for an Application Later in Queue – for Pre-MN DIP Applications)

This amendment to the Standard Contract for Solar*Rewards Community Regarding Extending Mechanical Completion Deadline for an Application Later in Queue – for Pre-MN DIP Applications (“Amendment”) is entered into as of the last date set forth below, by and between _____ (“Community Solar Garden Operator”) and Northern States Power Company, a Minnesota corporation (“Xcel Energy”), and is applicable to Solar*Rewards Application Number (SRC#): _____, for a solar photovoltaic electric generating facility with a Nameplate Capacity of _____ kilowatts of alternating current (AC), on property located at _____.

When and if a Standard Contract for Solar*Rewards Community is executed by the Parties for the SRC#, this Amendment shall be attached to that contract.

Background:

There is a need to allow day-for-day extensions for an Interconnection Customer to achieve the 24-month Mechanical Completion deadline in a situation where there are applications ahead of it in the same Study Queue. For a Pre-MN DIP application, the 24-month Mechanical Completion deadline begins when the application is deemed complete. When Xcel Energy studies applications in sequential order and has to wait for each application ahead in the Study Queue to either sign an Interconnection Agreement or cancel before studying the next in queue, it could take a long time for Xcel Energy to offer an Interconnection Agreement to an application that is submitted later in the same Study Queue. Even when Xcel Energy would be complying with tariff timelines for completing studies, the Interconnection Customer could have relatively little time after it receives an Interconnection Agreement to meet the 24-month Mechanical Completion deadline.

For example, there could be a Study Queue with 30 or more applications, and number 12 in the Study Queue is cancelled. Xcel Energy must work through the tariffed process with sequential study or re-study of each application ahead in queue and wait for a timely signed Interconnection Agreement or cancellation before studying the next in queue. This means that Xcel Energy might not offer an Interconnection Agreement to an application submitted later in queue until a year or longer after that application had been deemed complete.

The following provisions from the Standard Contract for Solar*Rewards Community (S*RC Contract) and tariff are particularly important here.

The S*RC Contract referenced above, at tariff sheet 9-73, par. 1.B., states as follows:

1.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.

The tariff for the Solar*Rewards Community Program, at tariff sheet 9-67 (that only applies to applications that



are not subject to the MN DIP) states in pertinent part as follows:

After the Company determines initial application completeness, the applicant will submit information according to steps (ii) – (vi). The applicant shall achieve Mechanical Completion of the project within twenty-four (24) months from the later of August 6, 2015 or the Company finding that the application is complete. Failure of the Company to meet the timeframes for completing engineering studies and interconnection cost estimates set forth in the Commission’s September 28, 2004 Order in Docket No. E999/CI-01-1023 as implemented in Section 10 of the Company’s tariff will extend this twenty-four (24) month period on a day-for-day basis. Day-for-day extensions will also be applied to the extent the application is the subject of an Independent Engineer review (Section 9, Sheets 68.11–68.13) or to the extent it is directly delayed as the result of an Independent Engineer review for another application in the same Study Queue. The Company shall provide, upon an applicant’s good-faith request, written confirmation of the then-current Mechanical Completion deadline for an application under this section, accounting for applicable day-for-day extensions.

The tariff for the Solar*Rewards Community Program, at tariff sheet 9-67.1 (that only applies to applications that are not subject to the MN DIP) states in pertinent part as follows:

If Mechanical Completion is not achieved within this twenty-four (24) month period (including any day-for-day extension referenced above), then the Company will return the deposit (consistent with the provisions on Sheet No. 66.1) and the garden operator, if it still intends to proceed with the project, will need to reapply and submit a new 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, and such project shall immediately lose its queue position in the interconnection queue.

The sequence and timing for performing the Engineering Scoping Study that is a prerequisite to offering an Interconnection Agreement where an application ahead in queue is cancelled is described at tariff sheet 9-68.7 (par. 6.c.iv) that states as follows:

iv. Where another Engineering Scoping Study needs to be performed for any applicant later in the Study Queue on account of an applicant ahead of it deciding not to proceed with an Interconnection Agreement, the Company will not charge an additional Engineering Scoping Study fee for those in the Study Queue behind the applicant which decided not to proceed with a signed Interconnection Agreement. Any such additional Engineering Scoping Study will take time to develop and will be completed within 30 business days after the deadline for the applicant next ahead of it in the Study Queue to sign an Interconnection Agreement without one being signed. Once applicant receives the results of this additional Engineering Scoping Study, payments and providing appropriate letter of credit for unpaid balance must be completed within 30 days after Company notice to applicant of the payment amount which is due, or the application will be removed from the Study Queue and the applicant will be required to start a new Community Solar Garden application if it later determines it wants to proceed.

Based on the above, the Parties agree as set forth below that any extensions of time to offer an Interconnection Agreement due to sequence and timing as provided for under tariff sheet 9-68.7 (par. 6.c.iv) should also qualify as grounds for day-for-day extensions to the 24-month Mechanical Completion deadline.

Agreement:

Community Solar Garden Operator and Xcel Energy agree as follows:

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



a. Paragraph 1.B. from tariff sheet 9-73 of the S*RC Contract is entirely removed and replaced with the following:

1.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.

For purposes of this S*RC Contract, the following paragraph from tariff sheet 9-67 is changed as reflected by the redline edits:

After the Company determines initial application completeness, the applicant will submit information according to steps (ii) – (vi). The applicant shall achieve Mechanical Completion of the project within twenty-four (24) months from the later of August 6, 2015 or the Company finding that the application is complete. Failure of the Company to meet the timeframes for completing engineering studies and interconnection cost estimates set forth in the Commission's September 28, 2004 Order in Docket No. E999/CI-01-1023 as implemented in Section 10 of the Company's tariff will extend this twenty-four (24) month period on a day-for-day basis. Day-for-day extensions will also be applied to the extent the application is the subject of an Independent Engineer review (Section 9, Sheets 68.11–68.13) or to the extent it is directly delayed as the result of an Independent Engineer review for another application in the same Study Queue, or to the extent any additional time has been used by the Company to offer an Interconnection Agreement due to sequence and timing of studies in the same Study Queue as provided for under tariff sheet 9-68.7 (par. 6.c.iv). The Company shall provide, upon an applicant's good-faith request, written confirmation of the then-current Mechanical Completion deadline for an application under this section, accounting for applicable day-for-day extensions.

3. **No Other Amendments.** Except as specifically provided in this Amendment, no other amendments, revisions or changes are made or have been made to the S*RC Contract other than those amendments which have been authorized by the Minnesota Public Utilities Commission. Any prior amendment on the same topic as this Amendment is hereby replaced by this Amendment. All other terms and conditions of the S*RC Contract not subject to any other amendment shall remain in full force and effect, and the Parties hereby ratify and confirm their rights and obligations under the S*RC Contract, as amended hereby.

SIGNATURES

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



Community Solar Garden Operator

By: _____

Name: _____

Title: _____

Date: _____

Northern States Power Company, a Minnesota corporation

By: _____

Name: _____

Title: _____

Date: _____