
Amendment to Standard Contract for Solar*Rewards Community

(Regarding “Late Fee” with 6 Month Extension for Achieving Mechanical Completion After 24 Months from Being Expedited Ready, following Tariff Changes Made in May 2019)

This amendment to the Standard Contract for Solar*Rewards Community Regarding “Late Fee” with 6 Month Extension for Achieving Mechanical Completion After 24 Months from Being Expedited Ready, following Tariff Changes Made in May 2019 (“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 _____.

Background:

The Standard Contract for Solar*Rewards Community (S*RC Contract) referenced above, at Section 9, Sheet 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 Section 9, Sheet 67.1 (that applies only 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 Parties desire to provide an alternative to forcing the Community Solar Garden Operator, if it still intends to proceed with the project, to submit a new application in the event that Mechanical Completion is not achieved within this 24 month period (including allowed day-for-day extensions). This alternative allows additional time for the application to proceed to completion. This Amendment is only applicable where the Community Solar Garden has achieved Substantial Progress (as defined below) and is only applicable to those applications that are not subject to the MN DIP. The present Amendment is added to the S*RC Contract if such contract has already been executed, or will be attached to the S*RC Contract upon execution of such contract. Under this Amendment, a per day “late fee” based on the size of the Nameplate Capacity of the Generation System is assessed, payable to Xcel Energy based on the number of days in excess of the 24 month period to achieve Mechanical Completion. All such payments received by Xcel Energy will be credited 100% to the Minnesota Fuel Clause Adjustment. If Mechanical Completion is not achieved within an additional six (6) months from the date otherwise required for Mechanical Completion, then the application will be canceled.



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 Sheet 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.

- i. For purposes of this S*RC Contract, the following provisions from Sheet 67.1 are not applicable:

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.

- ii. For purposes of this S*RC Contract, the following provisions are added to the S*RC Contract in lieu of the above inapplicable provisions from Sheet 67.1:

The term "Substantial Progress" means that on or before the last day of the 24-month period (including day-for-day extensions), the Community Solar Garden Operator 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 Xcel Energy 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 Community Solar Garden Operator shall pay a "late fee" to Xcel Energy 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.

The "late fee" amount shall be paid to Xcel Energy before the Date of Commercial Operation. However, in the event that Xcel Energy fails to collect in full such amount by this date, such unpaid amount may be included as part of the actual costs of interconnection under the Interconnection Agreement (Section 10, Sheet 117, par. V.2.b.iii). All such "late fee"



payments received by Xcel Energy will be credited 100% to the Minnesota Fuel Clause Adjustment to help offset the costs of this program to the Xcel Energy ratepayers.

A prerequisite to showing that Substantial Progress has been achieved in a timely manner is that before the end of the twenty-four (24) month period (including any day-for-day extension referenced above) the Community Solar Garden Operator must submit a signed letter to Xcel Energy attesting to the fact that Substantial Progress as defined in this Amendment has been made, and attach photographs to that letter demonstrating this.

If Mechanical Completion is not achieved within six (6) months from the originally required 24-month Mechanical Completion date, then the application for the SRC# under the Solar*Rewards Community Program will be canceled and the corresponding Interconnection Agreement will be terminated by Xcel Energy without further notice. The Community Solar Garden Operator, if it still intends to proceed with the project, must submit a new application for the Solar*Rewards Community Program (including a new interconnection application), and will need to pay any applicable deposit and fees and will be subject to the then-existing rules on co-location, bill credit rate, interconnection, and other program requirements.

If Substantial Progress has not been achieved, then the Company will return the Deposit and the Community Solar Garden Operator, if it still intends to proceed with the project, will need to reapply and submit a new application fee and deposit.

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: _____