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

**(Regarding Application of the Appropriate Bill Credit Rate)**

This amendment to the Standard Contract for Solar\*Rewards Community Regarding Application of the Appropriate Bill Credit Rate ("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 \_\_\_\_\_.

This Amendment may be signed prior to being deemed complete by April 15, 2017, by the Parties and before execution of the Standard Contract for Solar\*Rewards Community applicable to the SRC # identified above. This Amendment must be signed by the Community Solar Garden Operator and uploaded to the Solar\*Rewards Community online application system by the Community Solar Garden Operator no later than submitting the last of the engineering review fee and other required materials for engineering application review prior to the application being deemed complete. The goal of this timing requirement is so that Xcel Energy will have sufficient time to register this Amendment within its system so that when the application associated with the SRC# is deemed complete the system will be able to generate a reservation letter which will correctly reflect the Bill Credit Rate as determined by this Amendment. 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.

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 Standard Contract for Solar\*Rewards Community.

2. **Background on which Bill Credit Rate to apply.**

a. Sheet 69 of the Standard Contract for Solar\*Rewards Community provides, in part, that the Standard Bill Credit is based on the applicable retail rate (ARR) Bill Credit Rate. It also provides that the "Enhanced" Bill Credit is the sum of the Standard Bill Credit and the REC price.

b. The Minnesota Public Utilities Commission's September 6, 2016, order in Docket No. E002/M-13-867, provides that the Commission will require that the value-of-solar (VOS) Bill Credit Rate apply only to applications filed after December 31, 2016. This order also provides that the VOS rate that is in place at the time a solar-garden application is deemed complete will be the subscriber Bill Credit Rate for the term of the garden. Prior to entering into this Amendment, the Parties have disagreed on how to implement this Commission order and when to apply the VOS Bill Credit Rate compared to when to apply the ARR Bill Credit Rate.

3. **Application of the Appropriate Bill Credit Rate.**

Through the present Amendment the Parties agree as follows:

a. The ARR (either via the Standard Bill Credit or Enhanced Bill Credit) will be applied to the application associated with the above SRC# if, on or before December 31, 2016, the Community Solar Garden Operator has entered enough information into the CSG Application System for this SRC # to be assigned;



b. Consistent with the Xcel Energy tariff Section 9, Sheet 68.16, the Application Fee and Deposit for the application associated with the above SRC # must be paid within 30 calendar days of the date the SRC # is assigned, or else the application will be cancelled automatically without further notice;

c. To continue as an active project, the application associated with the SRC # above must thereafter receive a notice of Initial Application Completeness (i.e., be "deemed complete") on or before April 15, 2017, or else the application will be cancelled automatically without further notice. Xcel Energy will not unreasonably withhold or delay the provision of said notice of Initial Application Completeness. However, Xcel Energy by tariff has up to 30 days to determine its completeness.

4. **No precedent.** Xcel Energy reserves the right to assert its position, outside the context of the present Amendment, that any application deemed complete on or after January 1, 2017, would need to have the VOS Bill Credit Rate applied if the September 6, 2016 Commission order is in effect following Commission action on the Xcel Energy Petition for Reconsideration of the September 6, 2016 order. Nothing in this document impairs the ability of Xcel Energy to modify or adjust its position on any issue outside of the context of this Amendment. Xcel Energy may not, however, take any action that would unsettle the agreed-upon Bill Credit Rate for the Solar\*Rewards Community application subject to this Amendment.
5. **No Other Amendments.** Except as specifically provided in this Amendment, no other amendments, revisions or changes are made or have been made to the Standard Contract for Solar\*Rewards Community other than those amendments which have been authorized by the Minnesota Public Utilities Commission. All other terms and conditions of the Standard Contract for Solar\*Reward Community 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 Standard Contract for Solar\*Rewards Community, 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: \_\_\_\_\_