



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Meeting Agenda

### Climate Action Plan Steering Committee

Monday, November 13, 2023

4:30 PM

Eagle Room

This meeting will also be conducted through video conferencing.

Join Zoom Meeting:

<https://cityoflacrosse-org.zoom.us/j/83963386607?pwd=QlkvVG1EMm8vK2d6aXFrdWgyYXNaZz09>

Meeting ID: 839 6338 6607 Passcode: 419317

Join by Phone: +1-305-224-1968

#### Call to Order

#### Roll Call

#### Approval of Minutes

#### Notices and Discussion

*State action on net metering and EV charging*

#### Agenda Items:

- 1      [23-1368](#)      Request for letter of support for La Crescent's Minnesota Pollution Control Agency Grant.  
*Attachments:* [Sample Letter of Support](#)
- 2      [23-1184](#)      Discussion and Updates from Working Groups  
  
*General direction on how to use the implementation plan, direction on budget proposals, and next steps for December submission*
- 3      [23-1369](#)      Request to pursue Thrive Earth Exchange project on community support networks in times of extreme weather.
- 4      [23-1370](#)      Direction and action on possible workshop with Climate Action for the Common Good in January
- 5      [23-1065](#)      Climate Action Plan Implementation Budget Update  
  
*Attachments:* [November Status](#)  
[September Status](#)

6      [23-1011](#)      Direction on Solar\*Connect Community Program Subscription Pre-Approval

**Attachments:** [Memo \(Aug 2023\)](#)  
[Contract](#)  
[Frequently Asked Questions](#)  
[Webpage](#)  
[Memo Addendum \(Oct 2023\)](#)

7      [23-1371](#)      Request to join Urban Sustainability Directors Network (USDN)

**Attachments:** [Introduction to USDN](#)

## Next Meeting / Agenda Items

### Adjournment

*Notice is further given that members of other governmental bodies may be present at the above scheduled meeting to gather information about a subject over which they have decision-making responsibility.*

#### **NOTICE TO PERSONS WITH A DISABILITY**

*Requests from persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (608) 789-7510 or send an email to [ADAcityclerk@cityoflacrosse.org](mailto:ADAcityclerk@cityoflacrosse.org), with as much advance notice as possible.*



# City of La Crosse, Wisconsin

City Hall  
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## Text File

File Number: 23-1368

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Climate Action Plan Steering Committee

**File Type:** Request

**Agenda Number:** 1

## Letter of Support: City of La Crescent – Greater MN Waste Reduction Grant

**Date:** 9 November 2023

**From:** Hilltopper Refuse & Recycling Service Inc.

Dear Grant Committee –

I, Brandon Knudtson, am expressing my support for the City of La Crescent as they apply for funds through the Greater Minnesota Waste Reduction, Reuse, Recycling and Composting Grant to conduct a feasibility study for a commercial compost facility to serve SE Minnesota & SW Wisconsin.

Since 1984, Hilltopper Refuse and Recycling Service, Inc. (HRR) has had a strong presence in Western WI and Southeastern MN when managing waste and recyclables. As a reliable family owned and operated hauler, we value and admire the communities we serve by engaging new opportunities that meet the demand of our customers/residents, while accomplishing sustainability goals. In Summer 2019, HRR rolled out the La Crosse areas first large-scale organics diversion program, which targeted pre-consumer commercial food waste. To date, HRR has gained credibility as “a bridge has been built” between the producer of organic waste and the compost processing facility. The program has shown great success as a total of ~750 tons of organic material has been diverted from the general waste stream.

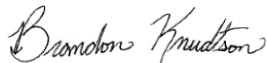
As this organics program moves into the future, we (HRR) are always looking for additional ways to expand these great services. Unfortunately, the program has stayed somewhat stagnant over the last few years due to local composting infrastructure limitations. As a waste hauler that values the reduction of valuable resources from the general waste stream, there is a large demand to divert organic material from both residential homes and businesses/organizations in this area (SE Minnesota & SW Wisconsin); however, a more enhanced processing facility is desired.

With these grant funds awarded to the City of La Crescent, the MPCA (and other statewide organizations, businesses, etc.) will understand, in detail, the overall benefits of a more well-rounded composting program in this area. Many local municipalities & organizations highlight in their Sustainability Plans and/or Climate Action Plans the visions of composting at a large scale throughout their cities, campuses, etc. An example of this is the City of La Crosse’s Climate Action Plan that specifies, “Achieve 50% organics landfill waste diversion, including food waste reduction by 2030.” Without an accessible and innovative compost processing facility, this goal, and others with composting dreams, are quite unattainable.

We, at Hilltopper Refuse and Recycling Service Inc., are determined to enhance the already stout partnership with the City of La Crescent by being at the side of City officials as this study is conducted. We look forward to the growth of composting in Southwest Wisconsin AND Southeastern Minnesota!

Sincerely,

Brandon Knudtson



General Manager

Hilltopper Refuse & Recycling Service Inc.

608-783-6727 x111

[branknudtson@hilltopperrefuse.com](mailto:branknudtson@hilltopperrefuse.com)



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-1184

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**Agenda Date:** 10/9/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Planning & Development

**File Type:** Resolution

**Agenda Number:** 2



# City of La Crosse, Wisconsin

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## Text File

File Number: 23-1369

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Climate Action Plan Steering Committee

**File Type:** Request

**Agenda Number:** 3



# City of La Crosse, Wisconsin

City Hall  
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## Text File

File Number: 23-1370

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Planning & Development

**File Type:** Resolution

**Agenda Number:** 4



# City of La Crosse, Wisconsin

City Hall  
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## Text File

File Number: 23-1065

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**Agenda Date:** 9/11/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Climate Action Plan Steering Committee

**File Type:** Status Update

**Agenda Number:** 5

Fund # 4833095-580900-23804

<b>CAP Implementation</b>	<b>Projected</b>	<b>Current</b>
2023 CIP Budget	\$ 150,000.00	\$ 150,000.00
Climate Action Plan	\$ (18,763.90)	\$ (18,763.90)
Partners in Energy	\$ (9,085.44)	\$ (9,085.44)
Johnson Controls	\$ (29,299.59)	\$ (24,299.59)
Grant Services*	\$ (36,000.00)	\$ (14,437.50)
Paul Nicholas	\$ (4,500.00)	\$ (1,500.00)
Bright Action	\$ (1,000.00)	\$ -
<b>BALANCE</b>	<b>\$ 51,351.07</b>	<b>\$ 81,913.57</b>

\* There was an error in 9/8/2023 table and it has been corrected

Fund # 4833095-580900-23804

<b>CAP Implementation</b>	<b>Projected</b>	<b>Actual</b>
2023 CIP Budget	\$ 150,000.00	\$ 150,000.00
Climate Action Plan	\$ (18,763.90)	\$ (18,763.90)
Partners in Energy	\$ (9,085.44)	\$ (9,085.44)
Johnson Controls	\$ (29,299.59)	\$ (24,299.59)
Grant Services	\$ (39,600.00)	\$ (16,237.50)
Paul Nicholas	\$ (3,000.00)	\$ (1,000.00)
Bright Action	\$ (3,000.00)	\$ (2,000.00)
<b>BALANCE</b>	<b>\$ 47,251.07</b>	<b>\$ 78,613.57</b>



# City of La Crosse, Wisconsin

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## Text File

File Number: 23-1011

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**Agenda Date:** 9/11/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Climate Action Plan Steering Committee

**File Type:** General Item

**Agenda Number:** 6



## Planning, Development, and Assessment

400 LA CROSSE STREET | LA CROSSE, WI 54601 | P: (608) 789-7512

### Memorandum

To: Climate Action Plan Steering Committee  
From: Lewis Kuhlman, AICP  
Date: August 21, 2023  
Re: **Solar\*Connect Community Program Subscription Preapproval**

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On Wednesday, June 7<sup>th</sup>, Xcel Energy notified City staff that a 3.4 kW subscription to their Wisconsin Solar\*Connect Community program became available and the City of La Crosse was next on the waitlist. Xcel wanted a response within 3 business days, which was not enough time to consult the Climate Action Plan Steering Committee (CAPSC) about the use of its funds. If the CAPSC wants to participate in this program, it can create preapproval parameters, such as a maximum budget, for staff to respond by the deadline.

The subscription cost is \$1600/kW, plus a \$200/kW enrollment fee—for 3.4 kW, the total cost would have been \$6,120.00. The total subscription fee is due in-full upfront. The solar credits are applied to the City's billing statement based on the previous month's solar generation from the Solar\*Connect Community gardens. They begin within 1-2 billing cycles and continue for up to 25 years (or until cancelled or transferred). If the subscription is cancelled, a refund would be process based on the schedule outlined in the tariff/rules.

In June, there were about 40 customers on the waitlist, and the average wait time is 2-3 years. The City of La Crosse was initially put on the waitlist on September 14, 2021, and is now back at the end of the list.

For more information, the legislative file includes reference materials about the Solar\*Connect Community program, such as the WI Solar\*Connect Community Contract, Frequently Asked Questions, and website.



Application ID \_\_\_\_\_

# Xcel Energy Solar\*Connect Community<sup>SM</sup> Solar Garden Contract

## Contract Cover Document

**Note: The completed Contract Cover Document is CONFIDENTIAL**

This Xcel Energy Solar\*Connect Community Solar Garden Contract is made and entered into by and between Northern States Power Company, a Wisconsin corporation, having a mailing address of 1414 West Hamilton Ave, P.O. Box 8, Eau Claire, WI 54702-0008 ("Company" or "Xcel Energy"), and the Subscriber for participation in the Xcel Energy Solar Garden as identified below. The term Party or Parties refers to either the Company or the Subscriber, or both, as applicable in context. The Contract consists of this Contract Cover Document, Attachment "A" and the Company's tariffs approved by the Public Service Commission of Wisconsin ("Commission"), as may be amended from time to time. For convenience, Attachment "B" sets forth the Company's tariffs specifically applicable to the Xcel Energy Solar\*Connect Community Solar Garden that were in effect at the time this Contract was executed.

Subscriber name \_\_\_\_\_ Subscriber email address \_\_\_\_\_

Subscriber's Xcel Energy service address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Subscriber's Xcel Energy account number for above service address \_\_\_\_\_

Subscriber's Xcel Energy premise number for above service address \_\_\_\_\_

Subscription size in kW (DC) (200 watt increments; 1 kW = 1000 watts) \_\_\_\_\_

Subscriber enrollment deposit \_\_\_\_\_  
(\$200/kW x Subscription Size)

Enrollment fee (total including deposit) \_\_\_\_\_

**To be completed by the utility.**

Xcel Energy Solar Garden enrolled location \_\_\_\_\_

Date of Xcel Energy signature to this contract: Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**Company contact information**

**Mailing address:** Xcel Energy • Attn: Solar\*Connect Community Wisconsin • P.O. Box 59, Minneapolis • MN 55440-0059

**Email address:** SolarConnectComm@xcelenergy.com

For instructions for sending payments by wire please send an email to SolarConnectComm@xcelenergy.com.

**Signatures**

**Subscriber**

Signature \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**Xcel Energy Services, Inc., a Delaware corporation as agent for Northern States Power Company, a Wisconsin corporation**

Signature \_\_\_\_\_ Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

## Attachment "A"

### Xcel Energy Solar\*Connect Community<sup>SM</sup> Solar Garden Contract Terms and Conditions

#### I. DEFINITIONS

**1.1 "Commercial Operation Date"** shall mean the first day of the first full calendar month after commercial operation of the Xcel Energy Solar Garden is achieved.

**1.2 "Contract Term"** shall mean the time period that begins on the later of: 1) the Commercial Operation Date; or, 2) the first day of the first month following the Subscriber's enrollment in the Xcel Energy Solar\*Connect Community<sup>SM</sup> program, and ends on the twenty-fifth (25<sup>th</sup>) anniversary of the Commercial Operation Date. The Subscriber shall be considered enrolled after: this signed Contract, including a signed Attachment "A", is submitted to the Company; the Subscriber has paid the applicable Upfront Subscriber Enrollment Fee; and, the Company has processed the Subscriber's enrollment and signed the Contract and Attachment "A." The Company shall provide notice to the Subscriber of the actual dates of the Contract Term.

**1.3 "Enrollment Deposit"** shall mean the amount charged to a Subscriber at the time of initial enrollment to preserve the Subscriber's ability to subscribe to a portion of a Xcel Energy Solar Garden. The Enrollment Deposit is a portion of the Upfront Subscriber Enrollment Fee and is set forth on the Contract Cover Document.

**1.4 "Production Month"** shall mean the calendar month during which photovoltaic energy is produced by the Xcel Energy Solar Garden's solar electric generating facility and delivered to the production meter.

**1.5 "Renewable Energy Credits or RECs"** shall mean all attributes of an environmental or other nature that are created or otherwise arise from the Xcel Energy Solar Garden's generation of energy using solar energy as a fuel, including, but not limited to, tags, certificates or similar products or rights associated with solar energy as a "green" or "renewable" electric generation resource, including any and all environmental air quality credits, emission reductions, off-sets, allowances or other benefits related to the generation of energy from the Xcel Energy Solar Garden's photovoltaic (PV) System that reduces, displaces or off-sets emissions resulting from fuel combustion at another location pursuant to any existing or future international, federal, state or local legislation or regulation or voluntary agreement, and the aggregate amount of credits, offsets or other benefits including any rights, attributes or credits arising from or eligible for consideration in the Midwest Renewable Energy Tracking System (M-RETS) program or any similar program pursuant to any international, federal, state or local legislation or regulation or voluntary agreement and any renewable energy certificates issued pursuant to any program, information system or tracking system associated with the renewable energy generated from the Xcel Energy Solar Garden's PV System. RECs do not include any federal, state or local tax credits, cash grants, production incentives or similar tax or cash benefits for which the Company or the Xcel Energy Solar Garden PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which the Company or the Xcel Energy Solar Garden PV System is eligible or that either receives.

**1.6 "Solar Production Credit"** shall mean the amount of the bill credit provided to the Subscriber. The Solar Production Credit on each Subscriber's bill for retail electric service for the applicable month is calculated based upon the ratio of the Subscription Size to the Xcel Energy Solar Garden Nameplate Capacity, multiplied by the Solar Production Credit Rate multiplied by the actual solar energy production from the Xcel Energy Solar Garden for the applicable month, as shown by the formula below:

$$\frac{(\text{Subscription size}) \times (\text{Solar Production Credit Rate}) \times (\text{Actual solar energy production from the Xcel Energy Solar Garden})}{(\text{Xcel Energy Solar Garden Nameplate Capacity})}$$

**1.7 "Solar Production Credit Rate"** shall mean the rate on a \$/kWh basis which is credited to the Subscriber. The Solar Production Credit Rate applicable to the Subscriber is dependent on the customer class under which the Subscriber receives service.

**1.8 "Subscriber"** shall mean the customer of the Company who has entered into this Xcel Energy Solar Garden Contract with the Company.

**1.9 "Subscription"** shall mean having the ability to participate in the Company's Solar\*Connect Community program by having an effective Xcel Energy Solar Garden Contract.

**1.10 "Subscription Size"** shall mean the level or amount of the Subscription expressed in KW (DC) as shown on the Contract Cover Document.

**1.11 “Unsubscribed Energy”** shall mean energy produced by a solar garden which is not associated with any Subscriber or Subscription.

**1.12 “Upfront Subscriber Enrollment Fee”** shall mean the upfront charge assessed against the Subscriber as a cost for participating in the Xcel Energy Solar Garden Contract. This amount is shown on the Contract Cover Document.

**1.13 “Xcel Energy Solar Garden”** shall mean the Community Solar Garden, identified on the Contract Cover Document, for which the Subscriber has a Subscription under this Contract. The Xcel Energy Solar Garden is a solar photovoltaic electric generating facility that may be owned and operated by an entity or entities other than the Company, from which the Company acquires the energy, capacity and RECs through a power purchase agreement (“PPA”).

**1.14 “Xcel Energy Solar Garden Nameplate Capacity”** shall mean the nameplate capacity, stated in KW (DC) of the Xcel Energy Solar Garden.

## II. SUBSCRIBER ELIGIBILITY AND SUBSCRIBER COMMITMENTS

**2.1** The Customer has elected to become a Subscriber to an Xcel Energy Solar Garden, identified on the Contract Cover Sheet. Pursuant to the terms of this Contract, the Customer is purchasing a Subscription in, and becoming a Subscriber to, the Xcel Energy Solar Garden described below. As a Subscriber and pursuant to this Contract, the Subscriber will be entitled to a monthly bill credit proportional to the size of their Subscription. The Subscriber will receive bill credits for each kilowatt-hour of solar generation associated with their Subscription. The amount of the Subscriber’s bill credit will vary based on the monthly generation output of the Xcel Energy Solar Garden.

**2.2 Conditions Precedent.** This Contract shall not become effective until all of the following conditions precedent have been met:

- a. While there is still capacity available in an Xcel Energy Solar Garden, the Subscriber:
  - i. Completes an application to participate in the Xcel Energy Solar Garden program;
  - ii. Submits a signed Contract and Attachment “A” and tender the applicable Enrollment Deposit; and,
  - iii. Submits payment of the balance of any applicable Upfront Subscriber Enrollment Fee.
- b. Including the Subscriber, the Xcel Energy Solar Garden has at least five (5) subscribers;

c. The Company processes the Subscriber’s enrollment and signs the Contract and Attachment “A.” The Company will use a first come, first served, approach to processing applications and will assign each Subscriber to an Xcel Energy Solar Garden based on the Subscriber’s proximity to the nearest Xcel Energy Solar Garden location with available capacity. In the event available capacity is limited, the Company may give preference to Subscriptions from customers located in the same region as a Solar Garden is located. The actual Subscription size will depend upon the available capacity of the Xcel Energy Solar Garden.

**2.3** The Subscriber certifies, represents and agrees as follows:

- a. The Subscriber is a retail metered electric customer of the Company;
- b. The person signing this Agreement is individually authorized and competent to sign this Agreement and to bind the Subscriber to the terms hereof;
- c. The Subscriber (including its affiliates) does not have more than a forty (40) percent interest in the Xcel Energy Solar Garden identified on the Contract Cover sheet;
- d. The Subscriber’s Subscription size is at least two hundred (200) watts (DC) of the Xcel Energy Solar Garden’s generating capacity, and no more than 400 kilowatts (DC) of the the Xcel Energy Solar Garden’s generating capacity;

e. The Subscriber's Subscription meets the size requirements set forth in the Company's Tariffs. The Company will verify compliance with this subsection in its sole discretion, including but not limited to at the time the Subscriber applies to the Xcel Energy Solar\*Connect Community<sup>SM</sup> Solar Garden program and and if the Subscriber changes his or her Subscription Size or the Subscriber relocates to a new Xcel Energy Service Address.

f. Subscriber hereby automatically and irrevocably assigns to Company all rights, title and authority to Company for all energy, capacity and RECs attributable to the Xcel Energy Solar Garden. The Company shall be entitled to retire any RECs associated with the Subscription that are tracked in the M-RETS program or any similar program.

### **III. OPERATION OF XCEL ENERGY SOLAR GARDEN**

**3.1** The Subscriber will have no ownership, possession or control of the Xcel Energy Solar Garden, and will have no right to maintain or operate the Xcel Energy Solar Garden.

**3.2** The Subscriber will not have access or right of entry to the Xcel Energy Solar Garden for any purpose, unless otherwise agreed to in advance by the Company in its sole discretion.

**3.3** If the Xcel Energy Solar Garden has twenty (20) percent or more of its solar panels out of service for three or more consecutive days, the Company will provide notice of this event via email to each Subscriber. This notice will include the estimated length of the outage and the anticipated loss of production.

### **IV. ADMINISTRATION OF PROGRAM**

**4.1** The tariff in Attachment "B" sets forth, among other things, a table entitled "Table A. Schedule for Subscription Enrollment Fee Price Factor and Other Cancellation by Company" that sets forth the percentages that will be used to calculate the Upfront Subscriber Enrollment Fee and Table B entitled "Cancellation Due to Moving/Relocation Refund Schedule" that sets forth the percentages used to calculate the refunds in case of cancellation.

**4.2** A Subscriber will not be allowed to avoid forfeiture of any portion of the Upfront Subscriber Enrollment Fee due to cancellation through deceptive means, which shall include but not be limited to canceling retail electric service and reconnecting in the name of another member of the household, use of an alias, or through change of the business name.

**4.3** The Company will offer Subscribers that elect a Subscription Size equal to or greater than 100 kW the option to enter into a periodic billing contract for the balance of their Upfront Subscriber Enrollment Fee not including the Enrollment Deposit. Election of the periodic billing contract option will result in the Subscriber being billed for the balance of their Upfront Subscriber Enrollment Fee in equal monthly payments between the time they subscribe to the program and the end of calendar year 2016. Periodic billing contracts are not available for Subscriptions less than 100 kW in size, and all payments made under periodic billing contracts must be received by January 1, 2017. To enter into a periodic billing contract under this Section 4.3, Subscriber must request a periodic billing contract in writing near the time the Subscriber's signed Contract, Attachment A and Enrollment Deposit are submitted to the Company, and requests for a periodic billing contract made more than 60 days after the Subscriber's signed Contract, Attachment A and Enrollment Deposit are submitted to the Company will not be considered. The Subscriber is not eligible to receive a refund of any portion of the upfront enrollment fee paid to the Company under a periodic billing contract upon cancellation of the Subscription except as described in the applicable tariff related to this contract, in the paragraph titled Refund Upon Cancellation. In the event a Subscriber fails to make all payments under a periodic billing contract by the January 1, 2017 deadline for any reason other than Force Majeure, the Company will consider the failure to pay a material breach of this contract and will provide the Subscriber notice of material breach for failure to submit payment. The Subscriber will have 90 days to remedy a material breach relating to failure to pay by January 1, 2017, and after that time the Company may terminate the Subscription. In the case of failure to pay due to Force Majeure, the Company will allow Subscriber to remedy the failure to pay as set forth in Section 5.4 of this contract.

### **IV. FORCE MAJEURE**

**5.1** "Force Majeure" means an event or circumstance that prevents the Subscriber or the Company from performing its obligations under this Contract, which event or circumstance:

a. Is not within the control of or the result of the fault or negligence of the Party claiming its occurrence, and

b. Which by exercise of due diligence and foresight could not reasonably have been avoided, including acts of God; sudden action of the elements such as floods, earthquakes, hurricanes, or tornados, lightning, fire, ice storms, smoke or other particulates from volcanoes; sabotage; vandalism beyond that which could reasonably be prevented; terrorism; war; riots; explosion; blockades; insurrection; except as set forth in subsection (e) below, labor strikes, slowdowns or labor disruptions (in which case the Company shall have no obligation to settle the strike or labor dispute on terms it deems unreasonable); actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule, applicable law or regulation or environmental constraints lawfully imposed by such governmental authority) but only if such requirements, actions, or failures to act prevent or delay performance; and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority, provided, however, that Force Majeure shall not include:

i. Inability, or excess cost, to procure any equipment necessary to perform the obligations of this Contract;

ii. Acts or omissions of a third party, unless such acts or omissions are themselves excused by reason of Force Majeure;

iii. Mechanical or equipment breakdown or inability to operate, attributable to circumstances occurring within design criteria and normal operating tolerances of similar equipment unless such breakdown or condition was itself caused by an event of Force Majeure;

iv. Changes in market conditions; or

v. Any labor strikes, slowdowns, work stoppages, or other labor disruptions limited to Company, Company's affiliates, or any third party employed by Company.

c. Company may also declare a Force Majeure event if:

i. It enters into a purchase power agreement ("PPA") governing the Xcel Energy Solar Garden and the counterparty to that PPA materially breaches the PPA;

ii. The Company declares an event of default against the counterparty to such a PPA, and that counterparty fails to cure the event of default in the cure period applicable under the PPA; or,

iii. The Xcel Energy Solar Garden does not perform pursuant to the PPA.

**5.2** Applicability of Force Majeure. The Party claiming Force Majeure shall not be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:

a. The Party gives prompt written notice describing the particulars of the occurrence of the Force Majeure;

b. The suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

c. The Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the Subscriber describing actions taken to end the Force Majeure; and,

d. When the Party is able to resume performance of its obligations under this Contract, the Company shall give the Subscriber written notice to that effect.

**5.3** Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Party of its obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure.

**5.4** Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its applicable Contract Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of one hundred eighty (180) days from its occurrence or inception, as noticed pursuant to provisions above, the Party not claiming Force Majeure may, at any time following the end of such one hundred eighty (180) day period, cancel this Contract upon written notice to the affected Party.

## **VI. LIABILITY AND DISPUTE RESOLUTION**

**6.1** Remedies for Breach. In the event of any breach of this Contract, the non-breaching Party shall have available to it any appropriate remedy for such breach, including those specified in this Contract, any or all of which can be used either singularly or cumulatively, but all of which are subject to the Limitation of Liability provisions of this Contract.

### **6.2 Limitation of Liability**

a. Each Party's liability to the other Party for failure to perform its obligations under this Contract shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.

b. Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this Contract, the Company's liability to the Subscriber shall be limited as set forth in the Company's tariffs.

### **6.3 Dispute Resolution**

a. Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.

b. In the event a dispute arises under this Contract between the Parties, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, then either Party may refer the dispute for resolution to the Commission.

**6.4** Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Agreement. Failure of either Party to enforce any term or condition of this Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Agreement.

**6.5** No third party beneficiaries. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their permitted successors, and permitted assigns.

## **VII. MISCELLANEOUS**

**7.1** If any of the representations of the Customer are false or incorrect, such false or incorrect representation shall constitute a material breach of this Agreement.

**7.2** All notices and other communications required by the Contract will be in writing and delivered by first class mail, postage prepaid, to the addresses stated in the Contract Cover Document for the party to which it is intended, unless specifically indicated to the contrary. Courtesy notice may also be given electronically by email addressed to the receiving party at the email address stated in the Contract Cover Document. A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.

**7.3** Nothing in the Contract shall be construed as creating any partnership, joint venture or other business relationship between the parties. The Subscriber shall not, for any purpose, be considered to be an agent of the Company.

**7.4** Subscriber is not relying on any representation, warranty or promise with respect to the Xcel Energy Solar Garden program made by or on behalf of the Company, except to the extent specifically set forth in this Contract. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE XCEL ENERGY SOLAR GARDEN IS BEING USED AS IS, WHERE IS, AND WITHOUT WARRANTY. ANY WARRANTIES, EXPRESS OR IMPLIED, ARISING BY

OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7.5** The Company makes no warranty or representation concerning the taxable consequences, if any, to the Subscriber with respect to the Solar Production Credits for participation in the Xcel Energy Solar Garden. Additionally, the Company makes no warranty or representation concerning the implication of any federal or state securities laws on how Subscriptions to the Xcel Energy Solar Garden are handled. The Subscriber is urged to seek professional advice regarding these issues.

**7.6** This Contract, including the Contract Cover Document, all Attachments, exhibits, and appendices, constitutes the entire agreement between the Parties with regard to the Subscriber's Subscription to the Xcel Energy Solar Garden and supersedes all prior agreements; provided however, that additional clarifying materials are contained in Attachment "B."

**7.7** None of the provisions of this Contract shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Contract or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

**7.8** In the event of termination or cancellation of this Contract, applicable provisions shall continue in effect after such termination or cancellation to the extent necessary to enforce and complete the duties, obligations or responsibilities of the Parties arising prior to the termination or cancellation and, as applicable, to provide for final billings and adjustments related to the period prior to termination or cancellation, repayment of any money due and owing to either Party pursuant to this Contract.

**7.9** This Contract contains all the agreements made between Subscriber and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: [www.xcelenergy.com/SolarConnectCommunity](http://www.xcelenergy.com/SolarConnectCommunity), and Subscriber and Company shall be bound by these posted modifications and amendments. The Subscriber shall comply with all of the rules stated in the Company's applicable tariff related to this Contract, as the same may be revised from time to time as authorized by the Commission. In the event of any conflict between the terms of this Contract and Company's tariff, the provisions of the tariff shall control. Other than these exceptions, Subscriber and Company are not responsible for any agreements other than those stated in this Contract.

**7.10** This Contract shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

**7.11** This Agreement and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Agreement, the services to be performed hereunder or either of the Parties hereto.

**7.12** This Contract may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

**[continued next page]**

**SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have caused this Xcel Energy Solar Garden Contract to be executed by their duly authorized representatives.

**Subscriber**

**Xcel Energy Services Inc. as agent for Northern States Power Company, a Wisconsin corporation**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR\*CONNECT COMMUNITY<sup>SM</sup>)

Effective in: All territory served by the Company

Availability: Available to any retail metered electric customer taking service from the Company under Schedules Rg-1, Rg-2, Fg-1, Cg-1, Cg-2, Cg-7, Cp-3, Cg-9, Cp-1, Mp-1, or RTP-1 that chooses to offset electric charges through a Subscription in the Company Solar Gardens per the terms of a Solar Garden Contract with the Company, provided that the following requirements are met:

- a. The Company Solar Gardens must not have less than five (5) Subscribers;
- b. No single Subscriber (including its affiliates) may have more than a forty (40) percent interest in the Company Solar Gardens.

Subscription Size: A Subscription shall mean a proportionate interest in the beneficial use of the electricity generated by the Company Solar Gardens. The Company Solar Gardens may consist of one or more individually metered solar photovoltaic generating facilities. Subscriptions may be elected in blocks of 200 Watts (DC) and sized up to 100% of the average annual usage at the premise of each Subscriber, as determined by the Company, but the Subscription, when combined with certain other Tariff offerings, may not exceed 100% of the average annual usage as set forth in the Solar Garden Contract, and in no case may a Subscriber subscribe to more than 400 kW (DC) of solar capacity under this Tariff. If available, the Company will use the most recent 24 months of historical electric energy consumption data to determine the Subscriber's average annual usage.

Program Subscription Limit:

The Company offers the voluntary solar energy rider to retail metered electric customers, beginning at the effective date of the tariff, until fully subscribed. A fully subscribed tariff offering will be reached when the total amount of Subscriptions is equal to 3 MW (DC). Subscriptions may be offered for one or more Company Solar Gardens, but the total amount of capacity available for subscription shall not exceed 3 MW. The Company Solar Gardens may be comprised of more than one solar photovoltaic generating facility; however, a single solar photovoltaic generating facility shall not exceed 1 MW in size.

In processing applications for Subscriptions for Company Solar Gardens, the Company will use a first come, first served, approach to processing applications based on available capacity for the Company Solar Gardens. In the event available capacity is limited, the Company may give preference to Subscriptions from customers located in the same region as one of the solar photovoltaic generating facilities that comprises the Company Solar Gardens. The Company intends to offer Subscriptions through this tariff, and cannot guarantee customers will have the option to have one of the solar photovoltaic generating facilities that comprises the Company Solar Gardens located in their region. In its sole discretion, consistent with the terms of this tariff, the Company reserves the right to determine the size, number and locations of the solar photovoltaic generating facilities that comprises the Company Solar Gardens.

Subscription Period Length:

Subscriptions for the first 2 MW of capacity offered under this pilot program will have an effective term beginning September 1, 2017. Subscriptions for the last 1 MW of capacity offered under this pilot program will have an effective term beginning on a date identified by the Company. The maximum effective term for the monthly Solar Production Credit is 25 years from the beginning of commercial operation of one or more of the solar photovoltaic generating facility or facilities that comprises the Company Solar Gardens, as applicable and identified by the Company.

(continued)

ISSUED: December 1, 2017

EFFECTIVE: For service rendered on and after November 24, 2017.

PSCW AUTHORIZATION: Letter in Docket No. 4220-TE-101 dated November 17, 2017

## VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR\*CONNECT COMMUNITY<sup>SM</sup>) (continued)

Subscriber Upfront Enrollment Fee: Subscribers will be subject to an Enrollment Fee equal to \$1600 per kW (DC) of the Subscription. This fee is due in two parts: R

1. An initial Enrollment Deposit Charge, due at the time of enrollment, equal to \$200.00 per kW (DC) of the Subscription Size; and
2. The Balance of the Enrollment Fee, due prior to the start of the Contract Term, as defined in the Solar Garden Contract, equal to \$1600 per kW (DC) of the Subscription Size minus the Enrollment Deposit Charge already paid (item 1 above). R

Upfront Enrollment Fee Price Factor Schedule: The Subscriber Enrollment Fee of \$1600 per kW (DC) is subject to application of a percentage factor in Table A below, based on the number of years the Company Solar Gardens subscription capacity has been available at the time of the payment by the Subscriber for enrollment. For example, for purposes of Table A, for the first 2 MW of capacity offered, Year 1 begins on September 1, 2017, and the first day of each subsequent year is September 1. R  
R  
R  
R

Table A. Schedule for Subscription Enrollment Fee Price Factor and Other Cancellation by Company

Year	Percent of Purchase Price	Year	Percent of Purchase Price	Year	Percent of Purchase Price
1	100%	10	66%	19	30%
2	98%	11	62%	20	26%
3	94%	12	58%	21	22%
4	90%	13	54%	22	18%
5	86%	14	50%	23	14%
6	82%	15	46%	24	10%
7	78%	16	42%	25	6%
8	74%	17	38%	<u>26</u>	<u>4%</u>
9	70%	18	34%	<u>27</u>	<u>0%</u>

Monthly Solar Production Credit: Subscribers will receive a credit on their bill for retail electric service. The amount of the bill credit a Subscriber is eligible to receive will depend upon the type of retail metered electric service the Subscriber receives from the Company. For purposes of the Solar Production Credit, Subscribers will be categorized as either Class 1 (“small”) or Class 2 (“large”) as follows: R  
R

- Class 1: Customers receiving service under Schedule Rg-1, Rg-2, Fg-1, Cg-1, Cg-2, Cg-7, Cp-3, or Mp-1;
- Class 2: Customers receiving service under Schedule Cg-9, Cp-1, or RTP-1.

The Solar Production Credit for solar energy associated with the Subscription shall be at the Company’s average embedded production cost per kWh currently reflected in retail rates for customers in the Subscriber’s Class (1 or 2), or at \$0.0740 per kWh for Class 1 and \$0.0690 per kWh for Class 2, whichever is higher. The amount of this credit is subject to change as the average embedded production cost per customer reflected in retail rates changes, but the credit will never be lower than \$0.0740 per kWh for Class 1 Subscribers, and will never be lower than \$0.0690 per kWh for Class 2 Subscribers.

(continued)

ISSUED: December 1, 2017

EFFECTIVE: For service rendered on and after November 24, 2017.

PSCW AUTHORIZATION: Letter in Docket No. 4220-TE-101 dated November 17, 2017

**VOLUNTARY SOLAR ENERGY RIDER PILOT  
(SOLAR\*CONNECT COMMUNITY<sup>SM</sup>) (continued)**

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Monthly Solar Production Credit (cont'd'):

The Solar Production Credit Rate currently in effect for Class 1 is **\$0.0740** per kWh of solar energy. The Solar Production Credit Rate currently in effect for Class 2 is **\$0.0690** per kWh of solar energy.

The Company will provide a Solar Production Credit at the Solar Production Credit Rate on each Subscriber's bill for retail electric service for the applicable Production Month. The Production Month to which the Solar Production Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Solar Production Credit is applied.

Cancellation: The Subscriber is not eligible to receive a refund of any portion of the upfront enrollment fee upon cancellation of the Subscription except as described in the paragraph titled Refund Upon Cancellation below.

The Solar Garden Contract with the Subscriber is considered to be cancelled and is not eligible to a refund of the pro rata share of the upfront enrollment fee upon any of the following circumstances:

1. The Subscriber for 90 days or more is no longer the customer of record for the Service Address identified in the Subscriber's Solar Garden Contract, and the Solar Garden Contract was not properly assigned to another eligible Service Address before the end of this 90 day period.
2. In the event that the Subscriber (including its affiliates, partnership it belongs to, and any situation where it and another have a joint or common interest) has more than a 40% interest in the beneficial use of electricity generated by a Company Solar Garden, the level of participation above such a 40% interest shall be canceled and is subject to the cancellation charge for the portion of the Subscription Size above the 40% interest cap. The Company will provide notice to the Subscriber of the effective date and level of the new Subscription Size.
3. If any of the representations of the Subscriber are false or incorrect, such false or incorrect representation shall constitute a material breach of the Solar Garden Contract and the Company may cancel the Solar Garden Contract upon notice to the Subscriber.

Refund Upon Cancellation: In the event the Subscriber provides notice of cancellation due to Force Majeure, or due to the Subscriber moving or relocating outside the Service Territory of the Company, or ceasing to be a customer of the Company for other reasons, the Company will refund a pro rata share of the Subscriber's Enrollment Fee, as set forth in Table B below, except that a Subscription that has been donated under the paragraph titled Subscription Donation below is not eligible for a refund under this paragraph. For purposes of Table B, Year 1 begins on the date of commercial operation of the Company Solar Garden, and the first day of each subsequent year is the anniversary of the date of commercial operation.

(continued)

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## VOLUNTARY SOLAR ENERGY RIDER PILOT (SOLAR\*CONNECT COMMUNITY<sup>SM</sup>) (continued)

Refund Upon Cancellation (cont'd):

Table B. Cancellation Due to Moving/Relocation Refund Schedule

Year	Percent of Purchase Price	Year	Percent of Purchase Price	Year	Percent of Purchase Price
1	98%	10	62%	19	26%
2	94%	11	58%	20	22%
3	90%	12	54%	21	18%
4	86%	13	50%	22	14%
5	82%	14	46%	23	10%
6	78%	15	42%	24	6%
7	74%	16	38%	25	2%
8	70%	17	34%	<u>26</u>	<u>0%</u>
9	66%	18	30%	<u>27</u>	<u>0%</u>

R  
R

Prior to September 1, 2017, a Subscriber may cancel its Subscription and receive a full refund of 100% of the Purchase Price or Enrollment Deposit Charge, as applicable.

Subscription Transfer: A Subscriber may elect to transfer the Subscription to a new premise of the Subscriber which is in the Service Territory of the Company. Such transfer is not subject to cancellation provided that the Subscriber notifies the Company within 90 days of ceasing to be the customer of record for the premise as described in the Solar Garden Contract. In the event that a Subscription of the same Size at the new premise would exceed 100% of the average annual usage at the new premise, then the Subscription will be reduced without charge to a level which complies with the maximum Subscription Size, described above, for the new premise and other requirements of the Solar Garden Contract. The Company will provide written or email notice as to the effective date of the transfer to the new Service Address and the new Subscription Size, and this information will be deemed to replace the corresponding information on the Solar Garden Contract. In the event of a reduction in Subscription Size due to transfer, the Company will refund the excess portion of the Subscription at a percentage of the refund amount using Table A above.

Subscription Donation: In the event the Subscription is eligible for a Subscription Transfer or a Refund Upon Cancellation as described above, the Subscriber may instead elect to donate the Subscription to a not-for-profit organization that is a retail metered electric customer of the Company. Subscription Donation will only be effective if the recipient satisfies the terms and conditions applicable to the Subscription and the Solar Garden Contract and assumes all responsibilities associated therewith. Once a Subscription has been donated, this paragraph will no longer apply, and the Subscription will no longer be eligible for further donation, except as noted below.

In the event a not-for-profit organization that has received a donated subscription ceases to be a customer of the Company, the Company will identify another interested and eligible not-for-profit organization that is a retail metered electric customer of the Company to receive donation of the Subscription.

ISSUED: December 1, 2017

EFFECTIVE: For service rendered on and after November 24, 2017.

PSCW AUTHORIZATION: Letter in Docket No. 4220-TE-101 dated November 17, 2017

**VOLUNTARY SOLAR ENERGY RIDER PILOT  
(SOLAR\*CONNECT COMMUNITY<sup>SM</sup>) (continued)**

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Cancellation by Company: The Company shall have the unilateral right to cancel a Subscription at any time if the Company Solar Garden does not achieve commercial operation, experiences a Force Majeure event, or for any other reason. Upon cancellation by the Company for any reason other than violation of any of the rules of this Voluntary Solar Energy Rider, the Company shall refund a pro rata share of the Subscriber's Enrollment Fee using Table A above, except that a Subscription that has been donated under the paragraph titled Subscription Donation above is not eligible for a refund under this paragraph.

Terms and Conditions

1. In addition to the rate above, all rates and condition of delivery of the applicable rate schedule under which the customer is currently served are applicable.
2. All terms and conditions apply as stated in the Solar Garden Contract between the Company and the Subscriber for participation in a Company Solar Garden.
3. All Renewable Energy Credits (RECs) associated with the Subscription shall be assigned to the Company on behalf of the Subscriber, and the Company shall retire any RECs associated with a Subscription that are tracked in the Midwest Renewable Energy Tracking System program or any similar program on behalf of the Subscriber.
4. A customer may only subscribe to both this schedule and the Company's Voluntary Renewable Energy Rider (Windsorce<sup>®</sup>) if the total amount of both subscriptions combined does not exceed 100% of the average annual usage at the premise of the Subscriber. If a customer's premise is served by distributed generation resources, the Subscription Size combined with the distributed generation resources may not exceed 100% of the average annual usage at the premise of the Subscriber.
5. Solar gardens shall be interconnected to the Company's distribution system, and there shall be no more than 1 MW of Company Solar Garden capacity interconnected to a single distribution feeder.
6. If the Solar Production Credit exceeds the amount owed in any billing period, the excess portion of the Solar Production Credit in any billing period shall be carried forward and credited against all charges.
7. All rates are subject to periodic re-pricing as approved by the Public Service Commission of Wisconsin.
8. Service under this schedule provides for generation or purchase of solar energy into the Company's system and not for actual delivery to the customer.
9. The Company reserves the right to deny or terminate Subscriptions under this tariff to customers in arrears with the Company.
10. The Company reserves the right to limit Subscriptions due to the availability of solar energy from Company Solar Gardens.
11. The Company reserves the right to terminate this pilot program in its sole discretion upon a requisite filing to the Public Service Commission of Wisconsin.

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## Solar\*Connect Community<sup>®</sup>

**It's efficient, maintenance-free and local.**

### What is community solar?

Community solar — often referred to as a community solar garden — is an array of solar panels that generates clean and renewable electricity. Solar\*Connect Community, a locally sourced solar program in Wisconsin, includes solar gardens that are built, managed and maintained by a developer partner and connected to the local power grid operated by Xcel Energy. Subscribers — or program participants — pay a one-time fee to subscribe to the program and in turn receive a credit on their monthly electric bill based on the solar energy production of the gardens in the program.

### What are the benefits of community solar?

Community solar programs like Solar\*Connect Community benefit communities by providing local, clean and affordable energy. Residents and businesses alike can participate in solar without installation or maintenance of their own system. This program is especially desirable for renters or customers whose roofs are old, face the wrong direction, have limited space or excessive shade. Community solar also offers flexible participation levels to fit different budgets and energy needs.

### What is Solar\*Connect Community?

Solar\*Connect Community, the largest community solar program to date in Wisconsin, will have three 1-megawatt locally sourced solar gardens. Solar\*Connect Community subscribers have a contract with Xcel Energy and receive bill credits based on their subscription size and the combined solar energy produced by all gardens in the program.

### What is the anticipated timeline for each community solar garden?

The 1-megawatt community solar garden in Eau Claire has been generating clean, renewable energy since October 2017. The 1-megawatt facility in the greater La Crosse area, near Cashton, was energized in March 2019. The third, and final, 1-megawatt garden in Ashland will be built in 2019.

### How big are the solar gardens?

Each panel is approximately three feet wide by six feet long and can produce about 300 watts. More than 3,000 panels in total combine to produce one megawatt at each garden and will cover approximately seven acres (an acre is roughly the size of a football field).

### What kind of equipment is used for the solar gardens and where does it come from?

All of the solar garden facilities will utilize solar photovoltaic (PV) panels. Solar PV panels are made with materials such as silicon that generate electricity when exposed to sunlight. The Eau Claire solar garden is a fixed-tilt solar PV array, oriented facing south, as will be the case with the Ashland garden. The Cashton solar garden uses a single-axis tracking systems, with PV panels mounted on racking that moves (or tracks) with the movement of the sun. Solar PV panels are made all around the world, and Xcel Energy does not impose requirements regarding the equipment's country of origin. Our solar developers are encouraged to use local labor to install and maintain the solar facilities.

### How do I get started?

First, to learn more about the program visit our website at [xcelenergy.com/SolarConnectCommunity](http://xcelenergy.com/SolarConnectCommunity) or if you have questions, call our Energy Expert Team at 800.824.1688. When you're ready to sign up, simply complete the subscription agreement form on our website and mail it to Xcel Energy.

### Who can participate?

Any Xcel Energy electricity customer in Wisconsin can participate in Solar\*Connect Community — home and business owners and renters. There is still limited availability in the 3-megawatt program.

### How much does a subscription cost?

Xcel Energy is offering subscriptions at a cost of \$1,600 per kilowatt. The minimum subscription size of 200 watts costs \$320 and would produce enough energy to offset about 3 percent of an average residential customer's usage.

## How do I calculate a subscription level that matches my energy needs and budget?

You can start small or go big — the minimum subscription amount is 200 watts and the maximum is 400 kilowatts. Your subscriptions can be sized up to 100 percent of your average annual electricity usage (up to 400 kW). Xcel Energy has online residential and business subscription calculators at [xcelenergy.com/SolarConnectCommunity](http://xcelenergy.com/SolarConnectCommunity) so that you can check out various subscription sizes to match your energy and budget needs. The typical home in our Wisconsin area uses 750 kWh a month (9,000 kWh per year). The example below provides an approximate subscription size necessary to cover a percentage of a home's monthly energy use.

Goal Usage Match (%)	Monthly Usage Match (kWh)	Approximate Subscription (kW)	Approximate Cost
25%	187.5	1.6	\$2,560
50%	375	3.3	\$5,280
100%	750	6.5	\$10,400

Please contact us if you need assistance in determining your average electric usage.

Energy Expert Team: 800.824.1688

Email: [SolarConnectComm@xcelenergy.com](mailto:SolarConnectComm@xcelenergy.com)

## What is the bill credit rate and how is it determined?

The bill credit floor for residential, farm and small business is \$0.074/kWh. For large business, the bill credit floor is \$0.069/kWh. The bill credits are based on fixed and variable production costs embedded in Xcel Energy's current rates. This is not based on the full retail rate, but rather components that go into the retail rate for generation (i.e. average costs of all generation in entire fleet). If the generation fleet becomes more expensive over time, the bill credit will increase accordingly.

## How do I pay my balance and when will I start receiving bill credits?

You may pay your remaining balance by check or wire. Bill credits will begin about a month after we receive your final payment and continue for about 25 years. At this time, the credits are based on solar energy production from the Eau Claire and Cashton gardens and the North Star solar facility in North Branch, Minnesota, just 15 miles from the western edge of our Wisconsin service territory. These credits will continue uninterrupted, transitioning to the Wisconsin Solar\*Connect Community gardens as they become operational.

## What is the outlook for the bill credit rate?

The bill credit established at the start of the program is considered the "floor" for the bill credit. This means that the bill credit will never be lower than the initial bill credit rate (details above). It is possible that over a standard 25-year contract, there will be no increase. However, because the bill credit is based on the average cost of all generation in our fleet, changes to our Upper Midwest generation mix will affect the bill credit. Historically, the cost of generation in our fleet has typically changed between 0 to 3 percent annually. However, actual rates over the course of the program may deviate from this range.

## Will the amount of my bill credit change over time?

Yes. Due to the daily and seasonal variations in sunlight and solar production, your monthly bill credit will change throughout the year.

## Will subscribers receive Renewable Energy Credits?

Xcel Energy will track the Renewable Energy Credits associated with the solar garden program and retire those RECs on behalf of the subscribers. Because Xcel Energy will retire the RECs, subscribers have offset their energy use with solar energy.

## Can I sell my garden subscription to another subscriber or get a refund?

No. A subscriber can choose to gift their subscription to a not-for-profit organization that is an electric customer of Xcel Energy in Wisconsin. Subscribers can choose to terminate their contract early, but they will not receive a refund.

## What if I move before the end of the 25-year term of the program?

If you move within the Xcel Energy Wisconsin service area, you can transfer your subscription to your new address. If you sell your home and move out of our service area, you can choose to return your subscription back to Xcel Energy and receive a prorated refund. You also can choose to gift your subscription to a not-for-profit organization that is an electric customer of Xcel Energy in Wisconsin. Donation of your subscription to an eligible organization/charity may be tax deductible. Consult with your tax adviser to discuss all available options.

Visit [xcelenergy.com/SolarConnectCommunity](http://xcelenergy.com/SolarConnectCommunity) or call our Energy Experts at **800.824.1688**.

**Memo Addendum: Solar\*Connect Community Program Subscription Preapproval - October 13, 2023**

The credit will show the kWh and dollar amount like this:

<b>OTHER RECURRING CHARGES DETAILS</b>		
DESCRIPTION		CHARGE
Solar*Connect Community Production Credit		
Solar Production Period	August 2023	
SRC043190 Production Credit	320.70 kWh x -0.085900	- \$27.55 <b>CR</b>
County Tax	0.50%	- \$0.14 <b>CR</b>
State Tax	5.00%	- \$1.38 <b>CR</b>
<b>Total</b>		<b>- \$29.07 <b>CR</b></b>

As of today, the available subscription has decreased from 3.4 kW to 2.6 kW. The payoff depends on the production of the solar garden, but a 2.6 kW subscription would cost \$200 (enrollment fee) + \$1400/kW = \$3000.00. The average annual solar production credits for 2.6 kW were \$18.15/month in 2022. Based on the historical average, the payback could be around 14 years and the contract length is 25 years.

Garden ID	Calendar Month	Energy Allocated in kW	Monthly Production Allocation in kWh	Bill Credit
SRC043190	2022-01	2.6	103.12	\$ 8.60
SRC043190	2022-02	2.6	148.2	\$ 12.36
SRC043190	2022-03	2.6	160.36	\$ 13.37
SRC043190	2022-04	2.6	187.3	\$ 15.62
SRC043190	2022-05	2.6	351.89	\$ 29.35
SRC043190	2022-06	2.6	355.32	\$ 29.63
SRC043190	2022-07	2.6	280.38	\$ 23.38
SRC043190	2022-08	2.6	336.9	\$ 28.10
SRC043190	2022-09	2.6	300.82	\$ 25.09
SRC043190	2022-10	2.6	248.01	\$ 20.68
SRC043190	2022-11	2.6	97.17	\$ 8.10
SRC043190	2022-12	2.6	42.24	\$ 3.52
<b>Total</b>			<b>2611.71</b>	<b>\$217.80</b>



# City of La Crosse, Wisconsin

City Hall  
400 La Crosse Street  
La Crosse, WI 54601

## Text File

File Number: 23-1371

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**Agenda Date:** 11/13/2023

**Version:** 1

**Status:** Agenda Ready

**In Control:** Planning & Development

**File Type:** Resolution

**Agenda Number:** 7



Over 2,500 participants in 250+ communities serving more than 100M residents.

# USDN | urban sustainability directors network

## Who We Are

Established in 2008, USDN empowers cities, counties and towns to tackle their most urgent sustainability and climate challenges. We bring practitioners together to learn, collaborate on, and accelerate sustainability practices by equipping them with knowledge, resources, and partnerships. We coordinate with other nonprofit and strategic partners to build more sustainable communities across the U.S. and Canada.

## What Drives Us

Local governments hold the key to addressing climate change, and a diverse, inclusive, and equity-centered movement is essential for creating a sustainable future. In this moment of historic U.S. federal investment and growing commitment from cities and states to take action, transformative change is possible. Convening thousands of local leaders and leveraging their collective knowledge are essential strategies for directing this change.

## Our Approach

USDN is a leader in supporting local sustainability practitioners and strengthens their efforts by providing:

- Capacity building: Helping practitioners develop core skills and processes to accelerate equitable and impactful action
- Direct support: Providing coaching, technical assistance, and other support to help local governments drive systematic change
- Field leadership: Strategically sharing knowledge and opportunities to influence policy and action at other levels of government

If you would like to connect to discuss and learn more about our vision and efforts in the years ahead, please reach out to [support@usdn.org](mailto:support@usdn.org).

## VISION

An equitable, resilient, and sustainable future for all.



## MISSION

USDN creates equitable, resilient, and sustainable communities by advancing the field of local government sustainability and equipping practitioners to be catalysts of transformative change.

USDN has created "a systemic resource for municipal sustainability professionals to access knowledge, connections, and financial resources. I simply could not be as effective as I am in my position without USDN."

– USDN member from City of Oakland, CA