



Greg Isakson, P.E.
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Goodhue County Public Works Department

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Red Wing, MN 55066
Office (651) 385-3025

TO: Honorable County Commissioners
Scott Arneson, County Administrator

FROM: Greg Isakson, Public Works Director

RE: 06 Sep 22 County Board Meeting – **CONSENT AGENDA ITEM**
Community Solar Garden Subscription Amendment

Date: 31 Aug 22

Summary

It is requested that the County Board approve the following amendment to the County's agreement as a subscriber to a Community Solar Garden with Nokomis Energy.

Background

On 08 Aug 19 the County Board entered into an agreement as a subscriber to a Community Solar Garden with Nokomis Energy. This agreement provides a credit discount of \$0.01 below Xcel's bill for 1,500,000 kWh of the annual power purchased for the LEC building. This agreement ties the County's Xcel account for the Law Enforcement Center's (LEC)'s power to Nokomis, and the County cannot enter into any other renewable energy supply agreements related to this account.

On 03 Nov 20 the County Board approved an amendment to the subscriber agreement to have power from the Community Gardens cover up to 120% of the power consumed in the LEC, (~2,200,000 kWh/year).

So far, this agreement has saved the County over \$30,000 since the agreement went into effect about 2 years ago.

The initial agreement listed 8 Community Solar Gardens that Goodhue County was eligible to subscribe to.

At this time, Nokomis would like to add the Pepin Garden in Wabasha County as another Community Solar Garden that Goodhue County is eligible to subscribe to. Additionally, Nokomis would also like to extend the time frame in which we can sign up for additional solar power (from 2 years in the original agreement) to 4 years to achieve the 120% target.

The County is not limited to using only the Xcel account for only the LEC building. Any and all of the County's Xcel electrical bill accounts can be used in this program. Total annual savings could surpass \$33,000 annually.

Options:

- Approve the Nokomis request add the Pepin Garden in Wabasha County as another Community Solar Garden that Goodhue County is eligible to subscribe to, and extend the time frame in which we can sign up for additional solar power from 2 years in the original agreement to 4 years.
- The Board could take no action on this issue and not receive 'up to 120% of the LEC's load'.
- At any time, the Board could consider purchasing additional power from solar gardens to supply any amount up to all of the County's power purchased from Xcel. But, by doing so the County will be locked into receiving power from the solar gardens and would not take advantage of any newer, better technology that could be available for a period of 25 years for each solar garden subscription.

Recommendations:

Based on the ease of using solar gardens so far, the lack of risk, and actual savings received, combined with the Board's discussions in the past about not being tied to only today's solar garden technology, it is recommended that the Board authorize the County Board Chair to sign the attached amendment to the solar garden subscription with Nokomis for 120% of the power consumed in the LEC building.

COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

PEPIN GARDEN LLC TERMS AND CONDITIONS

This Agreement (“Garden Terms and Conditions”) is entered into by and between Subscriber and Pepin Garden LLC. The Garden Terms and Conditions form one Community Solar Garden Subscription Agreement with the General Terms and Conditions, and explicitly incorporate all terms and conditions set forth therein. The Garden Terms and Conditions provide the terms of the Agreement unique to each Community Solar Garden facility and the Subscriber first named above.

Facility Location (County): Wabasha

Premises Owned or Controlled By: Pepin Garden LLC (“Garden”)

Xcel SRC Garden #: SRC086479

Facility Capacity: 1,000 kWAC / 1,482.400 kWDC

Solar Panel (Brand, Power) To be inserted prior to construction (must meet all applicable codes & standards)

Subscriber Premise:	Xcel Account No.:	Premise No.:	Allocation: % of garden	Allocation Amount:
430 W 6 th St, Red Wing, MN 55066	51-4345908-1	302977741	40.000%	924,400 kWh= 592.960 kWDC

EXHIBITS:

- A. Contract Between XCEL and Pepin Garden LLC
- B. Schedule of Expected Deliveries of Bill Credits
- C. XCEL Subscriber Agency Agreement
- D. Nokomis Privacy Policy
- E. Conceptual Garden Layout
- F. Solar Panel Warranty
- G. Long Term Garden Operations & Maintenance Plan

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GOODHUE COUNTY

By: _____
Name:
Title:

PEPIN GARDEN LLC

By: _____
Name: _____
Title: _____

GARDEN TERMS AND CONDITIONS

EXHIBIT A

CSG Contract Between XCEL and Pepin Garden LLC

(To be provided prior to Garden's Commercial Operation Date)

[CLICK HERE TO LINK TO STANDARD CONTRACT ON XCEL'S WEBSITE](#)

GARDEN TERMS AND CONDITIONS

EXHIBIT B

Schedule of Expected Deliveries of Bill Credits

Yr	Xcel Bill Credit Rate	Nokomis Subscription Rate	Annual Energy Delivered (kWh)	Estimated Value of Bill Credits	Estimated Subscription Payments	Estimated Savings from Subscription
	\$/kWh	\$/kWh	kWh	\$	\$	\$
1	0.0940	0.0840	924,400	\$86,894	\$77,650	\$9,244
2	0.0961	0.0861	919,778	\$88,387	\$79,189	\$9,198
3	0.0982	0.0882	915,156	\$89,904	\$80,753	\$9,152
4	0.1004	0.0904	910,534	\$91,445	\$82,339	\$9,105
5	0.1027	0.0927	905,912	\$93,009	\$83,950	\$9,059
6	0.1050	0.0950	901,290	\$94,598	\$85,586	\$9,013
7	0.1073	0.0973	896,668	\$96,212	\$87,245	\$8,967
8	0.1097	0.0997	892,046	\$97,851	\$88,930	\$8,920
9	0.1121	0.1021	887,424	\$99,514	\$90,640	\$8,874
10	0.1146	0.1046	882,802	\$101,204	\$92,376	\$8,828
11	0.1172	0.1072	878,180	\$102,919	\$94,137	\$8,782
12	0.1198	0.1098	873,558	\$104,660	\$95,925	\$8,736
13	0.1225	0.1125	868,936	\$106,428	\$97,739	\$8,689
14	0.1252	0.1152	864,314	\$108,223	\$99,579	\$8,643
15	0.1280	0.1180	859,692	\$110,044	\$101,447	\$8,597
16	0.1309	0.1209	855,070	\$111,894	\$103,343	\$8,551
17	0.1338	0.1238	850,448	\$113,770	\$105,266	\$8,504
18	0.1368	0.1268	845,826	\$115,675	\$107,217	\$8,458
19	0.1398	0.1298	841,204	\$117,609	\$109,197	\$8,412
20	0.1429	0.1329	836,582	\$119,571	\$111,205	\$8,366
21	0.1461	0.1361	831,960	\$121,562	\$113,242	\$8,320
22	0.1494	0.1394	827,338	\$123,582	\$115,309	\$8,273
23	0.1527	0.1427	822,716	\$125,632	\$117,405	\$8,227
24	0.1561	0.1461	818,094	\$127,712	\$119,532	\$8,181
25	0.1596	0.1496	813,472	\$129,823	\$121,688	\$8,135
Total			21,723,400	\$2,678,124	\$2,460,890	\$217,234

¹For the purposes of the table Term year 1 begins on the Commercial Operation Date.

²Xcel Bill Credit Value is based on the project receiving Xcel's 2020 Value of Solar Tariff rate.

³Energy values are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. If necessary, the table will be updated upon final design of the System; provided, however, any such updated values are also estimates.

⁴Operators used PVSYST to develop the above production projections.

GARDEN TERMS AND CONDITIONS

EXHIBIT C

XCEL Subscriber Agency Agreement

[CLICK HERE TO LINK TO STANDARD CONTRACT ON XCEL'S WEBSITE](#)

GARDEN TERMS AND CONDITIONS

EXHIBIT D

Nokomis Privacy Policy

Nokomis is committed to preserving your privacy and data. This Privacy Policy explains the types of data and information Nokomis collects and how it is protected and used. By using our website or otherwise providing us your information, you consent to this Privacy Policy. Nokomis may amend this Privacy Policy from time to time. Your continued use of our website will be deemed to be consent to any amendments. If you have any questions regarding this Privacy Policy you may contact us using the information below.

WHAT INFORMATION DO WE COLLECT?

We collect information from you when you register on our site, fill out a form, sign up to receive our communications, voluntarily provide us with contact information, or subscribe to a solar garden. We also collect information that is sent to us automatically by your web browser. This information typically includes your IP address, the identity of your Internet service provider, the name and version of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. Please check your browser if you want to learn what information your browser sends or how to change your settings.

Our website uses cookies to automatically help provide better services. They allow us to recognize your browser and capture and remember certain information. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools to our subscribers in the future. You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings.

HOW DO WE USE YOUR INFORMATION?

Any of the information we collect from you may be used to personalize your experience, to improve our website, to improve customer service, to process transactions, to track visitors of our website, and to facilitate your subscription to a solar garden. We may also use the contact information you have provided us to respond to your requests, or otherwise communicate with you about our services, information pertaining to your subscription, occasional company news, updates, related product or service information, etc.

DO WE DISCLOSE ANY INFORMATION TO THIRD PARTIES?

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agreed to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. Your personal information will not be provided to other parties for marketing, advertising, or other uses. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

HOW DO WE PROTECT YOUR INFORMATION?

We maintain reasonable administrative, physical, and technological measures to protect the confidentiality and security of your personal information. We employ industry-standard Secure Socket Layer (SSL) technology in an effort to protect data transmissions. However, due to the inherent open nature of the Internet we cannot guarantee that communications between you and any Web Site or Service, or information stored on any Web Site or our servers, will be free from unauthorized access by third parties such as hackers.

CONSENT TO COMMUNICATIONS

By providing your contact information to us, you consent to receive email messages, phone calls, and mail (sometimes promotional in nature) from Nokomis and our affiliates and community partners at the contact information you provide. You do not need to consent to these communications in order to subscribe to one of our community solar gardens.

If at anytime you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email. We may still contact you about your transactions with us, such as your community solar subscription.

EXTERNAL LINKS

Our website, www.nokomis.partners, as well as any website under our control, includes links to external websites. These links do not fall under the www.nokomis.partners domain, and Nokomis is not responsible for the privacy practices or the content of external websites. Your use of any linked website is solely at your own risk.

GARDEN TERMS AND CONDITIONS

EXHIBIT F

Solar Panel Warranty

(To be provided prior to commencing construction)

GARDEN TERMS AND CONDITIONS

EXHIBIT G

Long Term Maintenance Plan

(To be provided by Operator prior to Commercial Operation Date)

**SECOND AMENDMENT
TO
SUBSCRIPTION AGREEMENT**

Goodhue County and Nokomis Energy LLC hereby amend that certain Subscription Agreement dated August 15, 2019, as amended by that certain First Amendment to Subscription Agreement dated November 3, 2020, between the parties, as follows:

1) Section 1. Exclusive Allocation is amended to read:

“Subscriber grants to Nokomis the exclusive right to subscribe its XCEL electricity load as defined below to a Nokomis CSG (“Exclusive Allocation”).

Xcel Account No:	Premise No:	Address	Load Allocation *
51-4345908-1	302977741	430 W 6th St, Red Wing, MN 55066	120%

Subscriber agrees not to subscribe, assign, allocate or otherwise provide the Exclusive Allocation to another CSG, developer or other distributed generation resource serving the Subscriber Site, without Nokomis’ prior written consent, which it may withhold in its sole discretion, for four (4) years from the Effective Date of this Agreement.”

By their signatures below, the parties agree to the foregoing Second Amendment.

Goodhue County

Nokomis Energy LLC

NAME: _____

NAME: Brendan Dillon

ITS: _____

ITS: Director

DATE: _____

DATE: _____