

**ATTACHMENTS TO SUNSHARE SOLAR SERVICES**  
**AGREEMENT VERSION 2.4.17**

# Attachment A

## Solar Garden Price Schedule

Year	Price / kWh	Estimated Annual Production (kWh)	Estimated Payment to SunShare
Year 1 after the Commercial Operation Date of the Solar Garden ("COD")	\$0.14010	8684.000	\$1216.63
Year 2 after COD	\$0.14395	8640.580	\$1243.84
Year 3 after COD	\$0.14791	8597.377	\$1271.65
Year 4 after COD	\$0.15198	8554.390	\$1300.09
Year 5 after COD	\$0.15616	8511.618	\$1329.16
Year 6 after COD	\$0.16045	8469.060	\$1358.88
Year 7 after COD	\$0.16487	8426.715	\$1389.27
Year 8 after COD	\$0.16940	8384.581	\$1420.34
Year 9 after COD	\$0.17406	8342.658	\$1452.10
Year 10 after COD	\$0.17884	8300.945	\$1484.58
Year 11 after COD	\$0.18376	8259.440	\$1517.77
Year 12 after COD	\$0.18882	8218.143	\$1551.72
Year 13 after COD	\$0.19401	8177.052	\$1586.42
Year 14 after COD	\$0.19934	8136.167	\$1621.89
Year 15 after COD	\$0.20483	8095.486	\$1658.16
Year 16 after COD	\$0.21046	8055.009	\$1695.24
Year 17 after COD	\$0.21625	8014.734	\$1733.15
Year 18 after COD	\$0.22219	7974.660	\$1771.91
Year 19 after COD	\$0.22830	7934.787	\$1811.53
Year 20 after COD	\$0.23458	7895.113	\$1852.04
Year 21 after COD	\$0.24103	7855.637	\$1893.46
Year 22 after COD	\$0.24766	7816.359	\$1935.80
Year 23 after COD	\$0.25447	7777.277	\$1979.09
Year 24 after COD	\$0.26147	7738.391	\$2023.35
Year 25 after COD	\$0.26866	7699.699	\$2068.60

**THE SCHEDULE ABOVE IS THE 25-YEAR PRICE SCHEDULE SPECIFIC TO A SOLAR GARDEN, BUT THE TERM OF THIS AGREEMENT MAY BE FOR LESS THAN 25 YEARS AS FURTHER DESCRIBED IN SECTION 2. THE ESTIMATED ANNUAL PRODUCTION (KWH) AND ESTIMATED PAYMENT AMOUNTS ABOVE ARE ESTIMATES ONLY. YOUR ACTUAL PAYMENT WILL DEPEND ON THE ACTUAL PRODUCTION (KWH) OF SOLAR ENERGY FROM THE SOLAR GARDEN AND YOUR PRODUCTION CAPACITY. THIS AGREEMENT INCLUDES LIMITATIONS ON YOUR ABILITY TO CANCEL DURING ITS TERM. THE BILL CREDIT YOU RECEIVE FROM XCEL ENERGY® DURING THE TERM MAY INCREASE OR DECREASE IN THE FUTURE BASED ON XCEL ENERGY'S ELECTRIC RATES. THE PRICE YOU PAY UNDER THIS AGREEMENT WILL NOT BE IMPACTED BY XCEL ENERGY'S ELECTRIC RATES.**

# Attachment B

## Acknowledgment and Confirmation to Lender

This Acknowledgement and Confirmation to Lender, dated as of \_\_\_\_\_ (this "Acknowledgement"), is made by \_\_\_\_\_ ("Customer") under that certain Solar Services Agreement dated \_\_\_\_\_ (the "SSA") with SunShare LLC ("SunShare"). This Acknowledgement is provided pursuant to the SSA to a lender to the project ("Lender"), which is providing financial accommodations to SunShare. The solar photovoltaic system (the "Solar Garden") will be installed, operated, and maintained by SunShare pursuant to the SSA. The Solar Garden is located at SunShare's facility as described in the SSA.

### 1. Acknowledgement of Collateral Assignment.

- (a) Customer acknowledges the collateral assignment by SunShare to Lender, of SunShare's right, title, and interest in, to, and under the SSA, as provided in the SSA.
- (b) Lender, as the assignee of collateral, is entitled to exercise any and all rights of lenders generally with respect to SunShare's interests in the SSA, including those rights provided to Lender in the SSA.
- (c) Customer acknowledges that it has been advised that SunShare has granted a first priority security interest in the Solar Garden to Lender and that Lender has relied upon the characterization of the Solar Garden as personal property, as agreed in the SSA in accepting such security interest as collateral for its financial accommodations to SunShare.
- (d) Until further written notice, Customer agrees to make all payments due SunShare under the SSA to Lender, and to provide any notices to Lender at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Reference: \_\_\_\_\_

Account Number: \_\_\_\_\_ to the following account

### 2. Confirmation. Customer confirms the following matters for the benefit of Lender:

- (a) To Customer's knowledge, there exists no event or condition that constitutes a default, or that would, with the giving of notice or lapse of time, constitute an event of default, under the CSSA.
- (b) Customer is not aware of any existing lease, mortgage, security interest, or other interest in or lien which could attach to the Solar Garden an interest adverse to Lender's security interest therein.

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

By: \_\_\_\_\_, Customer (printed name)

# **Attachment C**

Xcel Energy Customer Data Consent Form



## CONSENT TO DISCLOSE UTILITY CUSTOMER DATA

All requested information must be provided for the consent to be valid. This form may be available in other languages. To obtain a copy in another language, please contact inquire@xcelenergy.com. Para obtener una copia de este formulario en español, por favor contacte a su proveedor de servicios públicos.

Utility Name and Contact: Xcel Energy Correspondence Department

Physical and Mailing Address: P.O. Box 8, Eau Claire, WI, 54702

Phone: 800.895.4999 Email: datarequest@xcelenergy.com Fax: 866.208.8732

For additional information, including the utility's privacy policy, visit xcelenergy.com.

### To be completed by the Data Recipient

By signing this form, you allow your utility to give the following information to:

Organization/Trade Name: SunShare LLC

Contact Name (if available): \_\_\_\_\_

Physical and Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Fax: \_\_\_\_\_

This organization will receive the following customer data:

Information from your meter collected by your utility services provider from the following services (check all services that apply):

electric  steam  natural gas

Information regarding your participation in renewable energy, demand-side management, load management, energy efficiency or other utility programs

Other (specify) \_\_\_\_\_

This information will be used to:

Provide you with products or services you requested  Offer you products or services that may be of interest to you

Determine your eligibility for an energy program  Analyze your energy usage

Other (specify) \_\_\_\_\_

### DATA COLLECTION PERIOD

The relevant timeframe associated with the requested data is as follows:

for the period beginning \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and ending \_\_\_\_ / \_\_\_\_ / \_\_\_\_ OR

for the period beginning \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and effective until terminated by me in writing.

You may terminate this consent at any time by sending a written request with your name and service address to your utility.

To be completed by the Data Recipient

To be completed by the Customer

**CUSTOMER DISCLOSURES**

\*\*\*Customer data can provide insight into activities within the premises receiving utility service. Your utility may not disclose your customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by laws or regulations.\*\*\*

\*\*\*You are not required to authorize the disclosure of your customer data. Not authorizing disclosure will not affect your utility services.\*\*\*

\*\*\*You may access your standard customer data from your utility without any additional charge.\*\*\*

\*\*\*Your utility will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.\*\*\*

\*\*\*In addition to the customer data described above, the data recipient may also receive the following from your utility: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Your utility will not provide any other information, including personally identifiable information, such as your Social Security Number or any financial account number, to the data recipient through this consent form.\*\*\*

**PLEASE READ THE CUSTOMER DISCLOSURES ABOVE**

By signing this form you acknowledge and agree that you are the customer of record for this account and that you authorize your utility service provider to disclose your customer data as specified in this form.

CUSTOMER ACCOUNT NUMBER

SERVICE ADDRESS

PRINTED NAME

SIGNATURE OF CUSTOMER OF RECORD

DATE SIGNED

To be completed by the Customer



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# **Attachment D**

Subscriber Agency Agreement and Consent Form

**Solar\*Rewards Community  
Subscriber Agency Agreement and Consent Form**

The undersigned ("Subscriber") has a Subscription to the following Community Solar Garden:

<b>Community Solar Garden name:</b> _____	<b>Community Solar Garden address:</b> _____ _____
<b>Community Solar Garden operator:</b> _____	<b>Community Solar Garden contact information for Subscriber questions and complaints:</b>  <b>Address (if different from above):</b> _____ _____ <b>Telephone number:</b> _____ <b>Email address:</b> _____ <b>Website URL:</b> _____

<b>Subscriber Name:</b> _____	<b>Subscriber Service Address where receiving electrical service from Northern States Power Company:</b> _____ _____ _____
<b>Subscriber Account Number with Northern States Power Company:</b> _____	



By signing this Solar\*Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar\*Rewards Community Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Use Data** (the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar\*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this **Solar\*Rewards Community Subscriber Agency Agreement and Consent Form**. These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

b. Subscriber's Subscription Information. The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar\*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar\*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

4. Information Sharing. (Continued)

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar\*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar\*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar\*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Solar\*Rewards Community Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the Subscriber or the Subscriber's participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar\*Rewards Community Program.

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E,G999/CI-12-1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

Subscriber's Name: \_\_\_\_\_

Subscriber's Signature: \_\_\_\_\_

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

**Exhibit 1 to  
Attachment "A" to  
Solar\*Rewards Community Subscriber Agency Agreement and Consent Form**

**Data Privacy Policies of Northern States Power Company Pertaining to  
the Solar\*Rewards Community Program**

The data privacy policies of Northern States Power Company pertaining to the Solar\*Rewards Community Program are as follows and may be changed from time to time as filed in the Company's tariff or as otherwise may be authorized by the Minnesota Public Utilities Commission ("MPUC"):

**Definitions**

Unless indicated otherwise, the same definition and meaning of terms in this document are the same as contained in the Standard Contract for Solar\*Rewards Community. For ease of reference, here are some of the specific definitions:

"Company" means Northern States Power Company, a Minnesota corporation, and its affiliates and agents.

"Subscribed Energy" means electricity generated by the PV System attributable to the Subscribers' Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

"Subscriber" means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

"Subscriber's Account Information" consists of the Subscriber's name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

"Subscriber's Energy Usage Data" includes the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

## **Overview**

This section addresses how Subscriber's Account Information and Subscriber's Energy Usage Data will be collected, used and shared as part of participation in the Solar\*Rewards Community Program.

### **2. How Subscriber's Account Information and Energy Usage Data Will Be Exchanged**

#### a. Subscriber Specific Information

Once a Subscriber has executed a Subscriber Agency Agreement and Consent Form, an ongoing data exchange will occur between the Company and a Community Solar Garden Operator (and their designated subcontractors and agents):

(i) The Company will disclose the following Subscriber-specific information to the Community Solar Garden Operator:

- Subscriber's Account Information
- Subscriber's Energy Usage Data
- Bill Credits

(ii) The Community Solar Garden Operator will disclose to the Company the following Subscriber-specific information:

- Subscriber's Account Information
- Community Solar Garden Allocation for each Subscriber's Subscription stated in kW
- Production data related to the PV System
- Monthly Subscription Information

#### b. Aggregated Subscriber Information

Aggregated Subscriber information will be reported as part of Permitted Public Reporting, outlined in Section 2(b) below.

To be considered "aggregated" the reported information must include information attributable to all Subscribers participating in a specific Solar\*Rewards Community program site, which based on program requirements will contain a minimum of five Subscribers. Depending on the nature of the aggregated information, however, from this information alone or in combination with other publicly available information it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden.

### **3. How Subscriber's Information Will Be Used**

The following outlines how the Subscriber's Account Information and Subscriber Energy Usage Data will be used as part of the Solar\*Rewards Community Program.

#### a. Program Management

As part of administering the Solar\*Rewards Community program, the Solar Garden Operator and the Company may provide information related to the Subscriber and/or the Community Solar Garden to:

- the MPUC
- the Minnesota Department of Commerce
- the Minnesota Office of Attorney General
- Other governmental or private entities as required by law or regulation

Additionally, as part of administering the Solar\*Rewards Community program, the Company may share Subscriber's Account Information and Subscriber's Energy Usage Data to service providers, agents, or contracted agents who support the program on its behalf. The Company prohibits these service providers from using or disclosing the Subscriber's information except as necessary to perform these specific services or to comply with legal requirements. More information about the Company's general privacy practices is explained in its Privacy Policy available on [www.xcelenergy.com](http://www.xcelenergy.com).

b. Permitted Public Reporting

The Subscriber's Energy Usage Data of each participating Subscriber to a Community Solar Garden will be combined and reported in the aggregate by the Community Solar Garden Operator in its annual report on the Solar\*Rewards Community program. The identity of specific Subscribers, the specific Subscriber's Account Information, Subscriber's Energy Usage Data and Subscriber-specific Bill Credit will not be listed in the public annual report unless the Subscriber has provided the Community Solar Garden Operator with prior written consent.

Per the requirements of the MPUC, the Company will provide to the MPUC annual reports which will include information or data requested by the MPUC or Minnesota Department of Commerce, including the following:

- Reporting on Solar\*Rewards Community program costs, including an analysis of the deposit, application, participation and metering fees and further justification for these fees going forward;
- Reporting on the Solar\*Rewards Community Gardens, including but not limited to size, location and the type of Solar\*Rewards Community subscriber groups;
- Reporting on known complaints and the resolution of these complaints;
- A copy of each contract signed with a Community Solar Garden Operator, if not previously filed;
- Lessons learned and any potential changes to the program;
- Report on bill credits earned and paid; and the
- Application process

# **Attachment E**

Xcel/Subscriber Tariff

Xcel Energy MN Rate Book, Section 9, at Sheets 64 – 68.16

**SOLAR\*REWARDS COMMUNITY PROGRAM**

Section No. 9  
 1st Revised Sheet No. 64

**AVAILABILITY**

Available to any Residential, Commercial, and Industrial customer who elects to offset electric charges through a subscription in a company-approved community solar garden.

**RATE**

The Bill Credit Rate below applicable to the subscriber is dependent on the customer class under which the subscriber receives service and the Bill Credit Type selected by the garden operator in the tariffed Standard Contract for Solar\*Rewards Community.

Customer Class	Bill Credit Type	Bill Credit Rate per kWh (AC) for Energy Delivered to Company	
Residential Service	Standard	\$0.12743	R
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.14743	R
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.15743	R
Small General Service	Standard	\$0.12431	R
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.14431	R
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.15431	R
General Service	Standard	\$0.09914	R
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.11914	R
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.12914	R

(Continued on Sheet No. 9-65)

Date Filed: 03-02-15 By: Christopher B. Clark Effective Date: 04-14-15  
 President, Northern States Power Company, a Minnesota corporation  
 Docket No. E002/M-13-867 Order Date: 04-14-15

**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 64.1

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**RATE (Continued)**

The Standard Bill Credit is the applicable retail rate in effect at the time of energy generation.

The Enhanced Bill Credit is the sum of the applicable Standard Bill Credit and the Commission approved REC pricing. A Solar\*Rewards Community garden electing to sell its RECs (via the Enhanced Bill Credit) to the Company for subscribed energy shall be at the Commission approved REC price in place on the date the garden's application is considered by the Company to be complete.

The REC price pertaining to an individual garden shall remain fixed for the entire 25-year contract period. Subsequent Commission approved REC prices shall only apply to new garden applications.

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(Continued on Sheet No. 9-65)

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		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14



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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 65

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**RATE (Continued)**

The Company will buy (through Bill Credits to the subscribers) all subscribed energy generated by the Community Solar Garden and delivered to the Company during a particular calendar production month at the Bill Credit Rate. Each subscriber to the Solar\*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the subscriber's subscription. Each subscriber will also be charged for all electricity consumed by the subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. All Bill Credits must be carried forward for at least a 12-month cycle. The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than \$1 due for an existing customer or \$2 or more due a person or legal entity who is no longer a customer of the Company.

**TERMS AND CONDITIONS**

The Company offers a service to provide Bill Credits to subscribers of a Solar\*Rewards Community garden for solar photovoltaic energy delivered to the Company which complies with the following requirements:

- a. The garden must not have less than five (5) subscribers;
- b. No single subscriber may have more than a forty (40) percent interest in the garden;
- c. The garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);
- d. Each subscription shall be sized to represent at least two hundred (200) watts of the garden's generating capacity;
- e. Each subscription shall be sized so that when combined with other distributed generation resources serving the premises of each subscriber that the subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity (over the prior twenty four (24) months) by each subscriber to which the subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS). If twenty four (24) months of historical electric energy consumption data is not available for a particular subscriber, the Company will calculate the estimated annual electric energy consumption as follows: if there is less than twenty four (24) months but four (4) months or more of consumption history, the average monthly consumption is multiplied by twelve (12) to figure the yearly consumption. In cases where there is less than four (4) months of consumption history, home usage is estimated based on the historical average energy use of homes of a similar size. Homes are assumed to have central A/C, electric appliances, and natural gas water and space heating. For commercial properties and all properties over 4,500 square feet with less than four (4) months of consumption history, the subscriber must submit an energy audit (HERS Rating or similar) or load calculations for the property stating the estimated annual consumption. Load calculations must be documented and sent to the Solar\*Rewards Community Program Manager for approval. The compliance check by the Company with this 120% rule will be performed once at the beginning of a subscription and later only if the subscriber changes his or her subscription size or relocates to a new address.

(Continued on Sheet No. 9-66)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
1st Revised Sheet No. 66

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**TERMS AND CONDITIONS (Continued)**

- f. The garden must be located in the service territory of the Company;
- g. Each subscriber to the garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to where the garden is located;
- h. All energy produced by the garden, and all capacity attributable to the garden, shall be assigned to the Company;
- i. All Renewable Energy Credits (RECs) shall be assigned to the Company under any or all of the following circumstances:
  - (1) Where the garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit, as defined as defined in Minn. Stat. § 216C.411, pursuant to Minn. Stat. §§ 216C.411 through 216C.415.
  - (2) Where the garden or any person or entity on its behalf has received or intends to accept a Solar\*Rewards benefit, as defined in Minn. Stat. § 116C.7792.
  - (3) Where the garden or any person or entity on its behalf has elected to transfer the solar RECs to the Company under the Standard Contract for Solar\*Rewards Community.
  - (4) Where a Value of Solar rate is applicable to the garden.
- j. All terms and conditions apply as stated in the tariffed Standard Contract for Solar\*Rewards Community between the Company and the garden operator (as may be varied by terms of any revised tariff, any amended contract or individually negotiated contract between the parties which has been approved or been deemed to have been approved by the Commission). Consistent with the Uniform Electronic Transactions Act, Minn. Stat. § 325L.01, et seq. and any successor thereto, electronic signatures on documents relating to the Solar\*Rewards Community program are not required but may be allowed, such as applications to the program, the Standard Contract for Solar\*Rewards Community, the Subscriber Agency Agreement and Consent Form, applications for interconnection under the Section 10 tariff, the Section 10 tariff Interconnection Agreement, and other forms and communications exchanged between the parties. However, the Company may still insist on original hard copy signatures on Letters of Credit, escrow documents, or other financial instruments associated with the program. Where electronic signatures are provided, they shall have the same effect as original signatures. Electronically stored versions of such documents shall have the same validity as the original.

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(Continued on Sheet No. 9-66.1)

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		President, Northern States Power Company, a Minnesota corporation		
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**SOLAR\*REWARDS COMMUNITY PROGRAM  
(Continued)**

Section No. 9  
Original Sheet No. 66.1

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**TERMS AND CONDITIONS (Continued)**

- k. Where the garden operator has begun the application process the following provisions apply:
- (1) Prior to the Company processing the application, the garden operator must submit an application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The application fee is meant to cover the cost to the Company of processing the application.
  - (2) Prior to the Company processing the application, the garden operator must submit a deposit of an amount equal to \$100/kW to the Company. This deposit may be submitted by check or wire transfer. Within thirty (30) days after either the project is completed or the date when the garden operator informs the Company that it will no longer continue pursuing completion of the garden project, or if the project is not completed within the twenty four (24) month timeline (including day-for-day extensions) detailed below, the Company shall return to the garden operator the deposit. When the deposit qualifies to be returned to the garden operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.
- l. Notwithstanding any other law, neither the garden operator nor the subscribers to a garden facility shall be considered a utility solely as a result of their participation in the garden facility.

(Continued on Sheet No. 9-67)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
1st Revised Sheet No. 67

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**APPLICATION TO THE PROGRAM**

Applications will be accepted and processed on a first-ready, first-served basis. Applications are deemed "Ready" once they meet the following criteria:

- (i) Applications are considered submitted (and will advance to engineering review) once the applicant furnishes all requested documents and information in the Solar\*Rewards Community online application system, including:
  - a. the applicant's contact information,
  - b. garden information including system location and specifications,
  - c. application fee and deposit,
  - d. engineering documents, including one-line diagrams, site plan, and Interconnection Application;
- (ii) The applicant has submitted evidence the project has obtained or arranged appropriate insurance or has entered into an insurance broker agreement;
- (iii) The applicant has submitted evidence of control of the Community Solar Garden site;
- (iv) The applicant has submitted evidence of projected subscription at the time of construction;
- (v) The applicant has submitted evidence the project proposal complies with all applicable material terms of the tariff and standard contract and any additional considerations that the Company, solar garden developers, the Minnesota Department of Commerce, the Office of the Attorney General, and interested parties participating in the workgroup have agreed to include in the plan; and
- (vi) The applicant has submitted signed agreements, including Standard Contract for Solar\*Rewards Community and the Interconnection Agreement.

Once the operator's application has been submitted according to step (i), the Company will determine its completeness within thirty (30) days for purposes of advancing for engineering review. The Company will approve or reject an operator application within sixty (60) days of determining completeness unless the applicant has agreed to an extension. Where the Company has timely rejected an application, the Company will allow the applicant to provide additional documents or information and the sixty (60) day timeframe will begin anew for the Company to accept or reject the application.

After the Company determines initial application completeness, the applicant will submit information according to steps (ii) – (vi). The applicant shall complete the project within twenty-four (24) months from the Company finding that the application is complete. Failure of the Company to meet the timeframes for completing engineering studies and interconnection cost estimates set forth in the Commission's September 28, 2004 Order in Docket No. E999/CI-01-1023 as implemented in Section 10 of the Company's tariff will extend this twenty-four (24) month period on a day-for-day basis. If the project is not completed within this twenty-four (24) month period (including any day-for-day extension referenced above), then the Company will return the deposit 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.

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
1st Revised Sheet No. 68

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**ADDITIONAL TERMS AND CONDITIONS**

DN

1. Definitions. As used in this section, the following definitions apply:

a. Community Solar Gardens shall be considered "Co-Located" if they exhibit characteristics of a single development, such as:

- i. common ownership structure,
- ii. an umbrella sale arrangement,
- iii. shared interconnection,
- iv. revenue-sharing arrangements, and
- v. common debt or equity financing.

Community Solar Gardens will not be considered Co-located solely because the same person or entity provided tax equity financing for the garden or garden project.

b. "Co-Location Determination Notice" means a notice sent by the Company to applicant that the Company has determined that the application(s) for a Community Solar Garden Site exceed the Co-Location Limits.

c. "Co-Location Limits" means the following:

i. For any Community Solar Garden application submitted (i.e., applicant has entered enough information into the CSG Application System for an Solar\*Rewards Community # to be assigned) on or prior to September 25, 2015, no more than 5 MW (AC) will be allowed at a Community Solar Garden Site in the aggregate.

ii. For any application submitted after September 25, 2015, through September 15, 2016, no more than 1 MW (AC) will be allowed at a Community Solar Garden Site in the aggregate.

d. "Community Solar Garden Site" means one Community Solar Garden or where two or more Community Solar Gardens are Co-Located.

e. "Engineering Scoping Study" means the engineering scoping study per Steps 3-4 of the Section 10 tariff which provides an indicative cost estimate.

f. "Initial Application Completeness" means the requirements in tariff Section 9, sheet 67, step (i).

g. "Initial Revised Tariff Effective Date" means December 18, 2015.

h. "Interconnection Agreement Time Line" means: Where the conditions described in pars. 5-8 below are met, but beginning no sooner than 10 business days after the Initial Revised Tariff Effective Date the Company will within 40 days on a best efforts basis, and, but not more than 50 business days, provide an Interconnection Agreement. The Interconnection Agreement will then need to be signed by the applicant and countersigned by the Company.

i. "Study Queue" means the priority sequencing of Interconnection Applications for a certain feeder or substation waiting to be studied, or in fact being studied, as part of the Engineering Scoping Study, or which have completed the Engineering Scoping Study and which do not yet have an Interconnection Agreement signed by the Company.

j. "Study Queue Position" means the applicant's place in the Study Queue.

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(Continued on Sheet No. 9-68.1)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

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2. Scale Down. Any applicant with application(s) for a Community Solar Garden Site which in the aggregate exceed the Co-Location Limits, or who otherwise desires to scale down a Community Solar Garden Site to a lower capacity, must fulfill all of the following requirements:

- a. Applicant must identify which Community Solar Garden applications comprise the new lower capacity compliant with the Co-Location Limits. In other words, the applicant must specify which applications it will pursue under the Co-Location Limits.
- b. Applicant must submit a new site plan and one-line diagram showing each point of common coupling for the Community Solar Garden(s) comprising the scaled down Community Solar Garden Site, meter locations, and the point of interconnection (i.e., point from where the Company's existing system would be extended). These documents must be approved by the Company.

The process of scaling down does not alter Study Queue Position, except as provided below.

3. Expedited Ready. Once the applicant receives notification of Initial Application Completeness, and prior to the Company initiating the Engineering Scoping Study, the applicant must show that each application is "Expedited Ready". An application is "Expedited Ready" as of the date that all of the factors below are satisfied. The requirements for being considered Expedited Ready are:

- a. The application has received Company notice of Initial Application Completeness.
- b. Applicant has submitted a complete Appendix C (sheets 105-110 of the Section 10 tariff).
- c. Applicant has paid to Company the Engineering Scoping Study fee.
- d. If the size of the Community Solar Garden Site is greater than 1 MW (AC), applicant has shown that each Community Solar Garden application comprising the Community Solar Garden Site has met the requirements in par. 8 below.
- e. In the situations as specified below in pars. 5.c. (*applicant does not appeal to the Department the Company Co-Location Determination Notice*), 7.c. (*the Department or Commission rule against the applicant on its challenge to the Company Co-Location Determination Notice*), 8.c. (*the applicant has failed to show that the applications within a Community Solar Garden Site are making progress*), or 2 (*applicant has chosen to scale down*), the applications within the Community Solar Garden Site must be scaled down consistent with the provisions of par. 2 above.

At the request of the applicant, the Company will endeavor to provide reasonable and timely certification of the applicant's compliance or non-compliance with this provision. The Company will provide notice to the applicant via email as to the date the application is Expedited Ready and the Interconnection Agreement Time Line begins.

(Continued on Sheet No. 9-68.2)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.2

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4. Appeals relating to Co-Location Determination

a. The Company provided a Co-Location Determination Notice to certain applicants on or about August 18, 2015. On or before 10 business days after the Initial Revised Tariff Effective Date the applicant must submit via email a dispute to the Department of Commerce (Department) on the Company's Co-Location Determination Notice sent on or about August 18, 2015. The Company must be copied on this email for this formal dispute resolution request to be effective. Informal efforts to resolve disputes with the Company may be made at the Applicant's discretion prior to formally initiating the dispute process.

b. If the Company provides any subsequent Co-Location Determination Notice(s), the applicant has the later of 10 business days from each such subsequent notice, or 10 business days after the Initial Revised Tariff Effective Date, to submit via email such a dispute to the Department for the Co-Location which is the subject of such notice. The Company will check for compliance with Co-Location size at two times: 1.) in addition to the notices sent on August 18, 2015, on or about the time of the determination of the Initial Application Completeness; and 2.) on or before the Date of Commercial Operation. A Company signed Standard Contract for Solar\*Rewards Community prevents the Company from subsequently challenging compliance with the Co-Location Limits for the Community Solar Garden Site at issue. The applicant shall provide as part of this email all information and documents it relies upon for its position. The Company must be copied on this email for this request to be effective.

c. By the later of the Initial Revised Tariff Effective Date or 5 business days of each of the above applicant dispute(s) submitted to the Department, the Company shall respond to the Department with an email containing all information and documents the Company relies upon for its position. A dispute delivered via email after 4:30 pm (central standard or central daylight savings time, as applicable) shall be considered to be delivered on the next business day. The applicant must be copied on this email for this response to be effective.

d. There is an expectation that the Department will issue its determination on each such Co-Location dispute within 30 calendar days of the dispute being submitted to it.

e. The applicant or the Company may appeal to the Commission the Department determination by making a filing in Docket No. 13-867 (or such other docket designated by the Commission) within 5 business days of the Department determination. A Department determination delivered after 4:30 pm (central standard or central daylight savings time, as applicable) shall be considered to be delivered on the next business day. Such an appeal should include all information relied upon by that party. Responses to any such appeal are due 10 business days from the date of the filing of the appeal. No reply to the response will be allowed.

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(Continued on Sheet No. 9-68.3)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.3

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5. Interconnection Agreement Time Line Review

- a. One of the requirements to be Expedited Ready above is that the applicant has paid to Company the Engineering Scoping Study fee. To help inform the applicant of the amount owed and to give the applicant time to make this payment, on or before September 18, 2015, the Company notified each applicant of the dollar amount which the applicant owes for the Engineering Scoping Study fee for each Community Solar Garden Site which by September 4, 2015, had received Company notice of Initial Application Completeness. For applications which receive Company notice of Initial Application Completeness after September 4, 2015, the Company will notify applicant of the dollar amount owed for the Engineering Scoping Study fee within 10 business days of the Initial Application Completeness.
- b. The notice provided by the Company in par. 5.a. above as to the dollar amount of the Engineering Scoping Study fee will be based on the size and complexity of the Community Solar Garden Site as asserted by the applicant as of September 4, 2015, or when Company provides a notice of Initial Application Completeness. For example, if the applicant maintains that it does not have a 10 MW Community Solar Garden Site, but instead has two separate 5 MW Community Solar Garden Sites, the notice will be based on the applicant having two separate 5 MW Community Solar Garden Sites. Each notice will be for a study based on an asserted Community Solar Garden Site size of 5 MW or less. Each Community Solar Garden Site will be charged an independent Engineering Scoping Study fee that is non-refundable once the study begins. The Company by providing such notice will not be waiving its position that the Community Solar Garden Site size exceeds the Co-Location Limits.
- c. If applicant receives a Company Co-Location Determination Notice but does not timely submit a dispute to the Department as provided for in par. 4 above, and does not scale down its applications per par. 3 above, the applications will not be considered to be Expedited Ready and the application(s) will not be further considered as part of the Solar\*Rewards Community program until it meets the requirements for being Expedited Ready.
- d. If applicant receives a notice of the Company's Co-Location Determination Notice and timely submits a dispute to the Department as provided for in par. 4 above, the application can be considered to be Expedited Ready provided that the other requirements for being Expedited Ready are met.
- e. Each application which is Expedited Ready on or before 10 business days following the Initial Revised Tariff Effective Date will be studied based on its pre-existing Study Queue position.

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(Continued on Sheet No. 9-68.4)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

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Original Sheet No. 68.4

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5. Interconnection Agreement Time Line Review (Continued)

f. If an application becomes Expedited Ready after 10 business days following the Initial Revised Tariff Effective Date, its Study Queue position will be behind all others Expedited Ready prior to it. If there are non-garden applications in the Study Queue, they will maintain their queue position and be processed along the timelines associated with the Section 10 tariff. The non-garden applications at or under 5 MW (AC) in capacity will not impact, and not be subject to, the Interconnection Agreement Time Line for the Community Solar Garden applications. A non-garden application above 5 MW (AC) capacity will be studied according to the timelines and terms in the Section 10 tariff (including the 10 MW (AC) size limitation), and any Community Solar Garden application behind it in queue will be studied, and the Interconnection Agreement Time Line will start, only after the 5+MW (AC) non-garden application has completed its Section 10 engineering studies. Any interconnection application which was associated with a Community Solar Garden application at the time of its filing may drop out of the Community Solar Garden program and continue as a non-garden distributed generation interconnection application and maintain its place in the Study Queue. Every non-garden interconnection application is subject to the Section 10 terms and timelines, and is not subject to the "Material Upgrade" limitations below.

g. Except as provided in par. 5.h.ii. below, if the applicant makes a substantial modification to its application at any point after receiving notice of Initial Application Completeness, the process of engineering review will begin again with a new Interconnection Agreement Time Line. Study Queue position will slip behind all others who are already Expedited Ready and a new Study Queue position will be determined when it is again Expedited Ready. Examples of "substantial modifications" include taking a design initially based on primary service and changing that to secondary service and vice-versa. Examples where there is no "substantial modifications" include changing panels or changes that result in no more than a plus or minus 10% difference in AC output from the originally approved design.

h. Beginning on the 10<sup>th</sup> business day following the Initial Revised Tariff Effective Date, once a Community Solar Garden is Expedited Ready it will undergo Engineering Scoping Studies which will include among other matters the following:

i. The Company will determine whether a "Material Upgrade" to the Company network is needed to accommodate a Community Solar Garden. A Material Upgrade will not be performed. The material upgrade limitations in this section shall only apply to co-located community solar gardens.

aa. Material Upgrades that will not be performed are limited to the following:

- New substation transformer
- Upgrade substation transformer<sup>1</sup>
- Install new feeder bay
- Install new overhead or underground feeder<sup>2</sup>
- Changes that require a substation outage that materially affect service to customers or create an unreasonable operational risk

<sup>1</sup> A substation transformer upgrade is defined by the replacement of entire unit. Auxiliary relaying, instrumentation, and other minor upgrades do not fall in this category.

<sup>2</sup> This provision only applies to a switchgear substation. A switchgear substation is one that contains pre-manufactured feeder breaker assemblies.

(Continued on Sheet No. 9-68.5)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.5

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5. Interconnection Agreement Time Line Review (Continued)

h. Beginning with the Initial Revised Tariff Filing Date, once a Community Solar Garden is Expedited Ready it will undergo Engineering Scoping Studies which will include among other matters the following: (Continued)

bb. In addition, a Material Upgrade includes the following upgrades or additions resulting from the engineering indicative cost estimate which, in the aggregate (and not including computation of any applicable contribution in aid of construction (CIAC)) exceed \$1 million for a Community Solar Garden Site:

- Three-phase line extension on existing feeders
- Reconductor/build Line

For a material upgrade exceeding the \$1 million limitation applicable to (1) three-phase line extension on existing feeders and (2) reconductor/build line, the Company will provide the applicant with an itemized list of the cost inputs, including unit costs and any underlying data and documentation related to those unit costs, that comprise the Company's determination.

ii. If a Material Upgrade is needed, the Company will inform the applicant that the Community Solar Garden Site size cannot be accommodated. If the Company believes that it could accommodate a lower capacity at that location compliant with the Material Upgrade threshold, it will so inform the applicant. In such a situation, the applicant would be allowed to resize the applications, and the Community Solar Garden Site would proceed at the lower capacity without a change to its Study Queue position. If the Company makes an offer to the applicant to resize application(s) under these circumstances, the applicant will have 30 business days to do so. If the the applicant timely resizes application(s), the Company will proceed with completing the Engineering Scoping Study, and the timeline for completion of the Engineering Scoping Study will be extended by 30 business days.

iii. If no Material Upgrade is needed, the Company will develop and provide to the applicant an engineering indicative cost estimate as to the construction needed by the Company to accommodate the Community Solar Garden Site, along with providing to the applicant the total number of MWs ahead of it in the Study Queue at the time of providing the indicative cost estimate. No detailed estimates per Step 5 of the Section 10 tariff will be performed. The engineering indicative cost estimate will be provided to the applicant within the Interconnection Agreement Time Line. Applications becoming Expedited Ready at a later date will have the Interconnection Agreement Time Line begin when Expedited Ready. The Interconnection Agreement Time Line is subject to the provisions in par. 6 below.

i. Beginning with the Initial Revised Tariff Effective Date, once a Community Solar Garden is Expedited Ready, the Company will have the time in the Interconnection Agreement Time Line as defined above to provide an Interconnection Agreement for signature subject to the provisions in par.6 below. The Interconnection Agreement will then need to be signed by applicant and countersigned by the Company.

(Continued on Sheet No. 9-68.6)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.6

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5. Interconnection Agreement Time Line Review (Continued)

j. Notwithstanding the above, based on the applicant's Study Queue position after being Expedited Ready and the Company's general knowledge of the feeder or substation, if in the Company's judgment an Engineering Scoping Study would be a needless expense because a Material Upgrade such as a new or upgraded substation transformer would be needed to accommodate any portion of the proposed Community Solar Garden Site, then the Company may so inform the applicant and offer to refund to the applicant the Engineering Scoping Study fee without such a study being performed. However, if an Engineering Scoping Study is performed and the results show that a Material Upgrade is needed to accommodate any portion of the Community Solar Garden Site, the applicant is still responsible for the costs of that study as reflected in the Engineering Scoping Study fee which had been assessed. If an offer of refund is made to the applicant, and the applicant decides within 30 business days to reject the refund and have the Company proceed with the Engineering Scoping Study, then: 1.) the Company will proceed with the Engineering Scoping Study, and, 2.) the timeline for completion of the Engineering Scoping Study will be extended by 30 business days.

k. Metering, monitoring and control is governed by the Section 10 tariff. However, the Company will develop a process to aid commissioning of community solar gardens prior to installation of a telecommunications upgrade between the Company's substation and its operational network if to do so would not affect the safety or reliability of the Company's system.

6. Conditions Precedent and Conditions to Signing Interconnection Agreement

a. The Company will not provide an Interconnection Agreement for signature for a Community Solar Garden studied per par. 5 above to the applicant or to anyone behind the applicant in Study Queue, where the applicant has submitted to the Department a timely dispute on the Co-Location Limits, and:

- i. The Department has not yet made a determination on the issue;
- ii. The Department has determined the issue adverse to the Company, and either:
  - time to file a timely appeal to the Commission remains, or
  - the Company has filed a timely appeal to the Commission which is still pending, or
  - the Commission has issued an order adverse to the Company and the time to file a petition for rehearing or reconsideration has not expired, or
  - such a petition for rehearing or reconsideration has been filed and is pending.

b. Where the applicant has submitted to the Department a timely dispute on the Co-Location Limits and either:

- i. the Department rules in favor of the applicant and the time for filing an appeal to the Commission has expired without the Company bringing such an appeal to the Commission, or
- ii. the Commission issues an order on such an appeal adverse to the Company and the time for a petition for rehearing has expired without such a petition having been filed, or the Commission issues an order denying such a petition filed by the Company

then the Company will have the later of the Interconnection Agreement Time Line as provided for in par. 5.i or the later of 5 business days from such determination or order in par. 6.b.i or ii to provide the Interconnection Agreement(s) for signature with the applicant and for those behind the applicant in Study Queue provided that the other requirements have been met. After signature by the applicant(s), the Interconnection Agreement(s) will need to be countersigned by the Company.

(Continued on Sheet No. 9-68.7)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

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6. Conditions Precedent and Conditions to Signing Interconnection Agreement (Continued)

c. Following engineering review in par. 5 above, or par. 7 below, and subject to the provisions in pars. 6.a, 6.b, 8 and 9, the Company will, contingent on the following, provide an Interconnection Agreement for signature by the applicant to then be countersigned by the Company:

i. Applicant has made appropriate payments to the Company for construction or provided appropriate letter of credit for unpaid balance, consistent with the tariffed Interconnection Agreement. For the applicant which is first in the Study Queue, payments and providing appropriate letter of credit for unpaid balance must be completed within 30 days of the Company notice to applicant of this payment which is due or the application will be removed from the Study Queue and the applicant will be required to start a new Community Solar Garden application if it later determines it wants to proceed. For any applicant which is second or further in the Study Queue, subject to the provisions of par. 6.c.iv. below, payments and providing appropriate letter of credit for unpaid balance must be completed within 30 days of the later of:

- 1.) Company notice to applicant of the payment amount which is due; or,
- 2.) Company notice to applicant that all applicants above it in the Study Queue have either signed an Interconnection Agreement or have let the 30 day period lapse without signing an Interconnection Agreement,

or the application will be removed from the Study Queue and the applicant will be required to start a new Community Solar Garden application if it later determines it wants to proceed.

ii. Applicant has fulfilled insurance requirements under the tariffed Interconnection Agreement.

iii. The engineering indicative cost estimate is based on the assumption that all projects ahead of the application in the Study Queue and already studied and passing engineering review will have a signed Interconnection Agreement and will proceed with all distributed generation capacity which the Company studied for those other projects. Note: If any Community Solar Garden application ahead of it in the Study Queue and so approved decides not to proceed with an Interconnection Agreement, the actual costs of engineering interconnection construction for the applicant's Community Solar Garden could be markedly different from the engineering indicative cost estimate. To help the applicant to assess the risk of this, the Company will provide to the applicant the total number of MWs ahead of it in the Study Queue at the time of providing the indicative cost estimate.

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

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.8

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6. Conditions Precedent and Conditions to Signing Interconnection Agreement (Continued)

d. The Company will countersign a valid applicant-signed Interconnection Agreement within 15 business days of receiving a signed Interconnection Agreement from the applicant and applicant has provided all prerequisites, including the following: 1.) paid at least 1/3 of the Indicative Cost Estimate; 2.) provided a Letter of Credit in a form acceptable to the Company for the remaining portion of the Indicative Cost Estimate; and 3.) provided appropriate insurance documentation.

e. The Company will sign the tariffed Standard Contract for Solar\*Rewards Community for an applicant who so qualifies at about the time that the production meter is being installed, provided that the applicant has paid at least 2/3 of the Indicative Cost Estimate, has provided appropriate proof of insurance, and complies with the Co-Location Limits.

7. Procedures Following Co-Location Ruling Adverse to Applicant on Co-Location Limits Issue

a. A "Department Co-Location Ruling Adverse to Applicant" is where applicant has timely submitted via email a dispute to the Department per par. 4 above on the Company's Co-Location Determination Notice, and the Department makes a determination adverse to the applicant (regardless of whether applicant has filed an appeal to the Commission).

b. A "Co-Location Final Ruling Adverse to Applicant" is where applicant has timely submitted via email a dispute to the Department per par. 4 above on the Company's Co-Location Determination Notice, and the Department makes a ruling in favor of the applicant, but the Company has appealed this decision to the Commission and the Commission rules on any such appeal inconsistent with allowing the applications for a Community Solar Garden Site to be processed under the program as advocated by the applicant and either the time to file a petition for rehearing or reconsideration of the Commission order has expired without such a petition being filed or such a petition has been denied.

c. Where there has been either a Department Co-Location Ruling Adverse to Applicant or a Co-Location Final Ruling Adverse to Applicant, the Interconnection Agreement Time Line applicable to the applicant and to those behind the applicant in the Study Queue will be restarted. The Community Solar Garden Sites subject to either such ruling will need to be scaled down by the applicant and otherwise become Expedited Ready. To be considered Expedited Ready at this step, the applicant needs to comply with the requirements in par. 3 above, plus it needs completion of the requirements of par. 2 to appropriately scale down the project. If the applicant for the Community Solar Garden Site at issue has already paid the Engineering Scoping Study fee, it will need to pay an additional Engineering Scoping Study fee as a new study will be required not only for it but also for those behind it in the Study Queue. The new Engineering Scoping Study fee assessed to the applicant will be based on the Company's actual costs for conducting not only the new Engineering Scoping Study for it, but also for the new Engineering Scoping Studies for those behind it in the Study Queue.

(Continued on Sheet No. 68.9)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

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Original Sheet No. 68.9

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7. Procedures Following Co-Location Ruling Adverse to Applicant on Co-Location Limits Issue (Continued)

- d. The applicant will have 5 business days from the earlier of the:
- i. date of the Department Co-Location Ruling Adverse to Applicant, or
  - ii. the date the petition for rehearing or reconsideration of the Co-Location Final Ruling Adverse to Applicant Commission has expired without such a petition being filed or such a petition has been denied

to scale down its project and to otherwise become Expedited Ready to maintain its position in the Study Queue. If the applicant is not Expedited Ready within this time frame, it will be liable to pay the Company's costs to restudy those which had been behind it in Study Queue. If it is Expedited Ready for its scaled down project later than 5 business days from the earlier of the above dates it will rejoin the Study Queue in a position after all others who were Expedited Ready before it. It can not become Expedited Ready until it pays for the costs to restudy those which had been behind it in the Study Queue.

- e. The Interconnection Agreement Time Line will restart as follows:

i. If the applicant is Expedited Ready within this 5 business day time frame, the Interconnection Agreement Time Line will restart for it and for those behind it in the Study Queue 5 business days after it being Expedited Ready.

ii. If the applicant is not Expedited Ready within this 5 business day time frame, the Interconnection Agreement Time Line will restart for those behind it in the Study Queue after the expiration of this 5 business day time frame. The Interconnection Agreement Time Line for the application will restart once it is Expedited Ready.

iii. The Company will use best efforts to shorten the time frame for providing Interconnection Agreement(s) for signature by the applicant followed by countersignature by the Company in this circumstance.

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(Continued on Sheet No. 9-68.10)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.10

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8. Requirement to Show Progress for Co-Located Sites above 1 MW (AC)

a. For Community Solar Garden Site applications where more than 1 MW(AC) are Co-Located and as of June 1, 2015 had received Company notice of Initial Application Completeness, applicant must have demonstrated to the Company three of the following by September 1, 2015: (a) site control (e.g., official documentation of deed, purchase agreement, lease or option to lease or buy; official documents or detailed proof of recordation will be accepted), (b) sufficient project financing (e.g., official documentation of letter of intent from financier to finance costs to bring Community Solar Garden to operation), (c) possession of required local permits (e.g., official land use or building permits from the applicable permitting authority), (d) providing a certification from an officer of the applicant affirming that the project complies with the requirements set forth in Federal Energy Regulatory Commission Form 556 (e.g., signed copy of FERC Form 556), (e) subscriptions for at least fifty (50) percent of project output (e.g., valid subscriptions, including a signed agency agreement, loaded in the Solar\*Rewards Community application system for at least 50 percent of the Community Solar Garden's output), and (f) equipment and panel procurement contracts (e.g., purchase order, procurement contract or receipt for equipment needed to operate solar system of the applicant's Community Solar Garden size), and (g) insurance (e.g., proof of liability insurance).

b. For Community Solar Garden Site applications where more than 1 MW(AC) are Co-Located, but which as of June 1, 2015, had not received Company notice of Initial Application Completeness, the Community Solar Garden Site applicant must have demonstrated to the Company three of the factors in the above sub-paragraph and this demonstration must have occurred within 90 days of receiving Company notice of Initial Application Completeness.

c. If the Company determines that the documentation provided under pars. 8.a. or 8.b. above to be inadequate, the Company will inform the applicant via email. The applicant will then have up to 10 business days from the later of the notification or the deadline to provide adequate documentation. If the documentation remains insufficient, the Company will cancel all Co-Located applications in excess of 1 MW (AC) that lack appropriate documentation.

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(Continued on Sheet No. 9-68.11)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.11

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9. Requests for Independent Engineer to Resolve Material Disputes Affecting Interconnection Application (Continued)

a. Any applicant may submit interconnection disputes materially affecting the application to an independent engineer selected or approved by the Department to ensure neutrality. The independent engineer shall be available on a standing basis to resolve disputes on the study process, including material disputes related to the Company's determination of application completeness, timeliness of application and study processing, and the cost and necessity of required study costs and distribution system upgrades. The applicant requesting such an independent engineer review shall share 50% of the costs of the independent engineer. The safety and reliability of the Company's system should be given paramount consideration in any analysis. The review of the independent engineer must consider industry standards for interconnection, including the current version of the National Electric Safety Code, National Electric Code as adopted in Minnesota, FERC rules, NERC rules, Minnesota rules and Minnesota Interconnection Standards and must consider, on a case-by-case basis, the Company's standards for building, safety, power quality, reliability and long-term stable operations for building facilities even where such standards are more restrictive than the minimum requirements set forth in the codes, standards and rules. Continuity and consistency of using Company standards is paramount for employee safety. The standards employed by the Company (and as used by the independent engineer) should not vary, where applicable, from the standards which the Company uses when constructing, maintaining, or repairing its distribution network for purposes of providing service to its own retail customers. However, if the independent engineer determines that a particular piece of equipment or engineering alternative proposed by Xcel is more restrictive than industry standards but does not discourage cogeneration or small power production, the Company may implement that alternative, if the Company pays the incremental cost in excess of the amount necessary to implement the industry standard. The additional incremental costs paid by Xcel cannot be included in the \$1 million material upgrade limit. Xcel would continue to have the burden of proof to show that it is reasonable for its ratepayers to pay for the costs of the more restrictive standards. This engineering review specifically excludes appeals relating to Co-Location Determination addressed in par. 4 above, and excludes disputes not related to the interconnection application such as disputes after interconnection has been achieved.

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(Continued on Sheet No. 9-68.12)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.12

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9. Requests for Independent Engineer to Resolve Material Disputes Affecting Interconnection Application (Continued)

b. The applicant shall initiate such a request by submitting via email any such dispute to the Department. The Company must be copied on this email for this request to be effective. The submission of a such a dispute to the independent engineer may take place before the applicant is Expedited Ready, after being Expedited Ready but before a signed Interconnection Agreement, or after the Interconnection Agreement is signed but only related to issues occurring prior to initial energization of the Generation System.

c. Such a dispute which is submitted before the applicant is Expedited Ready or after the Interconnection Agreement is signed shall not affect Study Queue position.

d. A dispute which is submitted after an Interconnection Agreement is signed is limited to disputes on the actual costs incurred by the Company to interconnect the Community Solar Garden. A condition precedent to filing such a dispute is that the applicant must have first paid the amount in controversy. Such a dispute must be brought within 60 days of the date the bill is mailed or electronically sent by the Company under Section 10, Sheet 117, par. V.2.b.iii.

e. A dispute which is submitted after an application is Expedited Ready but before the Interconnection Agreement is signed may impact processing in the Study Queue for the applicant and for those behind the applicant in queue. If the issues presented to the independent engineer are in the Company's judgment so significant that they may impact the results of the engineering indicative cost study or impact as a practical matter how the Company studies the application or those in queue behind the applicant, then the Company may send notice to the applicant and to those behind the applicant in queue that it will not sign an Interconnection Agreement until the dispute raised to the independent engineer is resolved. Similarly, if the consequence of the independent engineer's determination (or any determination as affirmed or reversed by the Commission if any such appeal is taken) is that the scope of assumptions in the Engineering Scoping Cost study must be redone, then such studies will be redone and the Interconnection Agreement Time Line will be reset accordingly for all applications impacted by this determination.

f. Once a dispute is submitted, the independent engineer will determine what additional information is needed from the applicant and/or the Company and when that information is needed. Both the applicant and the Company shall be included on all emails and communications to and from the independent engineer. The independent engineer will make a determination of the issues in a written report which provides a description of the pertinent facts, the conclusions and basis for the conclusions.

g. There is an expectation that the independent engineer will issue its written determination on such a dispute within 30 calendar days of the dispute being submitted to it. The independent engineer will provide a copy of such report via email to both the applicant and the Company.

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(Continued on Sheet No. 9-68.13)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.13

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9. Requests for Independent Engineer to Resolve Material Disputes Affecting Interconnection Application (Continued)

h. The applicant or the Company may appeal to the Commission the determination of the independent engineer by making a filing in Docket No. 13-867 (or such other docket as designated by the Commission) within 5 business days of the delivery of the independent engineer's written determination. A report delivered after 4:30 pm (central standard or central daylight savings time, as applicable) shall be considered to be delivered on the next business day. Such an appeal should include all information relied upon by that party. Responses to any such appeal are due 10 business days from the date of the filing of the appeal. No reply to the response will be allowed.

10. Capacity Screen

a. Any Community Solar Garden applicant may enter into a reasonable and customary non-disclosure agreement with the Company to receive distribution infrastructure and load analysis on a per feeder basis, and study results for previously studied projects. A response to such an information request must be fulfilled within 15 business days of the request. Information requests may include feeder specific voltage, concurrent minimum and peak loading analysis, existing distributed generation under operation, amount of distributed generation in the interconnection queue or Study Queue, terminated maximum distance substation, and any other pertinent information for the purposes of interconnection.

b. The response to the distribution infrastructure and load analysis on a per feeder basis will consist of the following:

- i) Substation name
- ii) Distance from Substation
- iii) Substation transformer nameplate capacity
- iv) Substation transformer minimum daytime load
- v) Substation transformer maximum load
- vi) Feeder name
- vii) Feeder Voltage
- viii) Feeder minimum daytime load
- ix) Feeder maximum load
- x) Presence of a voltage regulator
- xi) Presence of a reclosure
- xii) Distributed resources in operation per feeder and substation
- xiii) Distributed energy resources in the interconnection queue or Study Queue per feeder and substation
- xiv) Conductor size and material

(Continued on Sheet No. 9-68.14)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.14

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10. Capacity Screen (Continued)

c. The study results for previously studied projects will consist of the following when available:

- i) Distributed Energy Resource Type
- ii) Approximate POI distance from substation
- iii) Facility AC Nameplate Requested
- iv) Facility AC Nameplate Approved
- v) Non-unity DER Power Factor Required? (Y/N)
- vi) Line Reconductor or Rebuild Required? (Y/N)
- vii) Protection Upgrades Required? (Y/N)
- viii) Voltage Regulation Upgrades Required? (Y/N)
- ix) Date study results delivered

d. The applicant at the time of the request for this information must also pay a fee of \$250.00 per request, and each request is on a per feeder basis based on the specific location of a proposed Community Solar Garden Site. There is no requirement that there be an actual application submitted in the CSG Application System for the specific location of the proposed Community Solar Garden Site which is the subject of the request. The above 15 business day response time begins upon providing such a request along with the required payment.

11. Engineering Communication

Upon request of either party, the Company and any applicant for a Community Solar Garden shall each identify one point of contact with technical expertise for their organizations. Upon the request of either party, bi-weekly status calls shall be established.

12. Escrow

The Company will allow for the use of an escrow agreement for deposits made and will facilitate the transfer of deposits currently held by the Company into escrow upon the applicant's request and at the applicant's cost. Wherever this tariff or the Standard Contract for Solar\*Rewards Community requires a deposit, those provisions shall be read to allow an escrow agreement as described below to qualify as a deposit. In such a situation, the Company will not pay any interest on the funds held in escrow, but instead the applicant's interest on those funds held in escrow will depend on the terms of the escrow agreement with the bank. All bank fees relating to the escrow shall be paid by the applicant.

a. The Company will allow an applicant to deposit the deposit for an application into an escrow account arrangement that the Company has arranged with a bank. If the applicant has already paid the deposit to the Company, then the Company will withdraw the applicable funds (together with any interest accrued to that time) from the amounts held by it on deposit and pay those funds into the escrow after execution of the escrow documentation.

(Continued on Sheet No. 9-68.15)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.15

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12. Escrow (Continued)

b. The Company will consent to applicant granting a security interest in funds on deposit in the escrow account.

c. Different Community Solar Gardens from the same applicant may participate in the same escrow account provided that each separate Community Solar Garden is in a separate subaccount.

d. If applicant (or any party acting on behalf of applicant, including any party to whom applicant has granted a security interest in the escrow funds) causes funds to be disbursed from the escrow account and as a result the funds on deposit in the escrow account are less than the amount required to be on deposit for the application, then applicant shall be deemed to have irrevocably requested the Company to withdraw such application(s) from the Solar\*Rewards Community Program for each Community Solar Garden Site associated with that escrow account, and the Company shall terminate and cancel such application(s) unless the applicant cures this insufficient funds violation within 10 business days of it occurring. In such an uncured situation, any signed Interconnection Agreement will still be in place until terminated under the provisions of section VII of the Interconnection Agreement; however, the Generation System which is the subject of the Interconnection Agreement can not be used as part of the Solar\*Rewards Community program.

e. If the escrow agent shall disburse funds from the escrow account for the purpose of paying fees or other amounts due to escrow agent or any related party pursuant to the escrow documentation, and as a result the funds on deposit in the escrow account are less than an amount equal to ninety percent (90%) of the amount required to be on deposit for the application, then applicant shall be deemed to have irrevocably requested the Company to withdraw the application(s) from the Solar\*Rewards Community Program for each Community Solar Garden Site associated with that escrow account, and the Company shall terminate and cancel such application(s) from the Solar\*Rewards Community Program, unless the applicant cures this insufficient funds violation within 10 business days of it occurring. In such an uncured situation, any signed Interconnection Agreement will still be in place until terminated under the provisions of section VII of the Interconnection Agreement; however, the Generation System which is the subject of the Interconnection Agreement can not be used as part of the Solar\*Rewards Community program.

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(Continued on Sheet No. 9-68.16)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**

Section No. 9  
Original Sheet No. 68.16

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13. Divesting.

An applicant is not allowed to transfer the Study Queue Position of a Community Solar Garden application to a different entity for projects that exceed the applicable Co-Location Limits.

14. Cancellation for Non-payment of Application Fee or Deposit.

The following application fees and deposits (each referenced in tariff Section 9, Sheet 66.1) must be paid within 30 calendar days of an SRC application number being assigned for the application to continue as an active project:

1. Application Fee of \$1,200.
2. Deposit in the amount of \$100/kW.

If there is any untimely, incomplete, or non-payment of these amounts then the entire application will be cancelled automatically without further notice. The provisions in this paragraph 14 will become effective immediately upon the Initial Revised Tariff Effective Date. However, those applications with an SRC application number assigned prior to the Initial Revised Tariff Effective Date will have 30 calendar days after the Initial Revised Tariff Effective Date to make the payments referenced in this paragraph 14.

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# **Attachment F**

Xcel/Developer Contract

Xcel Energy MN Rate Book, Section 9, at Sheets 69 - 88

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY**

Section No. 9  
Original Sheet No. 69

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY**

THIS CONTRACT is entered into \_\_\_\_\_, 20\_\_\_\_\_, by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc., (hereafter called "Company") and \_\_\_\_\_(hereafter called "Community Solar Garden Operator"). Together, the Company and Community Solar Garden Operator are the Parties.

**RECITALS**

The Community Solar Garden Operator is the operator of a Community Solar Garden with an established or planned solar photovoltaic electric generating facility with a nameplate capacity of \_\_\_\_ kilowatts of alternating current (AC), on property located at \_\_\_\_\_("Community Solar Garden").

The Community Solar Garden is a facility that generates electricity by means of a ground mounted or roof mounted solar photovoltaic device(s) whereby a Subscriber to the Community Solar Garden receives a Bill Credit for the electricity generated in proportion to the size of the Subscription.

The Community Solar Garden Operator is prepared to generate electricity in parallel with the Company.

**DEFINITIONS**

"Bill Credit" shall mean the dollar amount paid by the Company to each Subscriber as a credit on the Subscriber's retail electric service bill to compensate the Subscriber for its beneficial share of solar photovoltaic electricity produced by the Community Solar Garden and delivered to the Company from the Community Solar Garden.

"Bill Credit Rate" shall mean the then current applicable Bill Credit Rate as found in the Company's rate book applicable to the Solar\*Rewards Community Program. The Bill Credit Type is either the "Standard" Bill Credit or "Enhanced" Bill Credit found at that sheet in the rate book. The Standard Bill Credit is based on the applicable retail rate, which shall be the full retail rate, including the energy charge, demand charge, customer charge and applicable riders, for the customer class applicable to the Subscriber receiving the credit, and shall not reflect compensation for RECs. The "Enhanced" Bill Credit found at that sheet in the rate book is the sum of the Standard Bill Credit and the REC price and is the applicable Bill Credit Rate only where the Community Solar Garden Operator has made an election under Section 14.iii of this Contract to transfer the solar RECs to the Company. The REC prices embedded within the Enhanced Bill Credit are fixed for the duration of the term of this Contract and are fixed at the REC price in place at the time the Community Solar Garden has filed a completed application. Accordingly, the Standard and Enhanced Bill Credit rates will change over the term of this Contract and the Bill Credit Rate will be based on the then-current Standard or Enhanced Bill Credit as provided for in this Contract, but the REC value embedded within the Enhanced Bill Credit will not change during the Contract term. Once a Standard or Enhanced Bill Credit applies, that Bill Credit Type applies for the term of the Contract.

(Continued on Sheet No. 9-70)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 70

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“Community Solar Garden Allocation” shall mean the monthly allocation, stated in Watts direct current (DC) as a portion of the total nameplate capacity of the Community Solar Garden, applicable to each Subscriber’s Subscription reflecting each Subscriber’s allocable portion of photovoltaic electricity produced by the Community Solar Garden in a particular Production Month.

“Community Solar Garden Operator” is identified above and shall mean the organization whose purpose is to operate or otherwise manage the Community Solar Garden for its Subscribers. A Community Solar Garden Operator may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

“Community Solar Garden Site” is the location of the single point of common coupling located at the production meter for the Community Solar Garden associated with the parcel or parcels of real property on which the PV System will be constructed and located, including any easements, rights of way, and other real-estate interests reasonably necessary to construct, operate, and maintain the garden. Multiple Community Solar Garden Sites may be situated in close proximity to one another in order to share in distribution infrastructure.

“Community Solar Garden Statutory Requirements” are based on the provisions in Minn. Stat. § 216B.1641 and Minn. Stat. § 216B.1691, and for purposes of this Contract mean the following:

- a. The Community Solar Garden must have not less than five (5) Subscribers;
- b. No single Subscriber may have more than a forty (40) percent interest in the Community Solar Garden;
- c. The Community Solar Garden must have a nameplate capacity of no more than one (1) megawatt alternating current (AC);
- d. Each Subscription shall be sized to represent at least two hundred (200) watts of the Community Solar Garden’s generating capacity;
- e. Each Subscription shall be sized so that, when combined with other distributed generation resources serving the premises of each Subscriber, the Subscription size does not exceed one hundred twenty (120) percent of the average annual consumption of electricity over the prior twenty four (24) months by each Subscriber to which the Subscription is attributed (based on the annual estimated generation of the PV System as determined by PVWATTS), provided that if historical electric energy consumption data is not available for a particular subscriber, the Company will calculate the estimated annual electric energy consumption under the process detailed in the Company’s rate book applicable to the Solar\*Rewards Community Program.
- f. The Community Solar Garden must be located in the service territory of the Company;
- g. Each Subscriber to the Community Solar Garden must be a retail customer of the Company and each must be located in the same county or a county contiguous to where the Community Solar Garden Site is located; and,
- h. Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. § 216B.1691, subd. 2(f)d, shall not participate in or subscribe to Community Solar Gardens.

(Continued on Sheet No. 9-71)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 72

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“CSG Application System” or “Community Solar Gardens Application and Subscriber Management System” is the interactive, internet website-based interface maintained by or on behalf of the Company through which the Community Solar Garden Operator may establish qualifications, provide information and complete documents necessary for acceptance in the Company’s Solar\*Rewards Community Program, and may enter or change the Monthly Subscription Information reflecting updated information for each Subscriber, including any changes to any Subscriber’s name, account number, address, and Community Solar Garden Allocation.

“Date of Commercial Operation” shall mean the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes.

“House Power” shall mean the electricity needed to assist in the PV System’s generation, including system operation, performance monitoring and associated communications, except for energy directly required for the local control and safe operation of the PV System. It also means other electricity used by the Community Solar Garden, such as for perimeter lighting, a visitor’s center or any other structures or facilities at the Community Solar Garden Site.

“Interconnection Agreement” shall mean the Interconnection Agreement in Section 10 of the Company’s rate book.

“Monthly Subscription Information” shall mean the information stored within the CSG Application System, as timely entered or changed by the Community Solar Garden Operator via the CSG Application System, setting forth the name, account number and service address each Subscriber holding Subscriptions in the Community Solar Garden, and the Community Solar Garden Allocation applicable to each such Subscriber’s Subscription, reflecting each Subscriber’s allocable portion of photovoltaic energy produced by the Community Solar Garden during a particular Production Month.

“Production Meter” shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Solar Garden Operator’s bill. The readings on the Production Meter showing the energy generated by the PV System will also be used to determine the RECs generated by the PV System.

“Production Month” shall mean the calendar month during which photovoltaic energy is produced by the Community Solar Garden’s PV System and delivered to the Company at the Production Meter.

“PV System” shall mean the solar electric generating facility to be located at the Community Solar Garden, including the photovoltaic panels, inverter, output breakers, facilities necessary to connect to the Production Meter, protective and associated equipment, improvements, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the photovoltaic energy subject to this Contract.

(Continued on Sheet No. 9-72)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 73

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“Subscribed Energy” means electricity generated by the PV System attributable to the Subscribers’ Subscriptions and delivered to the Company at the Production Meter on or after the Date of Commercial Operation.

“Subscriber” means a retail customer of the Company who owns one or more Subscriptions of a community solar garden interconnected with the Company.

“Subscriber’s Account Information” consists of the Subscriber’s name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, and Subscriber specific Bill Credit(s).

“Subscriber’s Energy Usage Data” includes the past, present and future electricity usage attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

“Subscription” means a contract between a Subscriber and the Community Solar Garden Operator.

“Term of the Contract” means the term of this contract which shall be the same as for the Interconnection Agreement applicable to the Community Solar Garden, and shall begin when this Contract is signed by the Parties and end twenty five (25) years after the Date of Commercial Operation unless otherwise provided below.

“Unsubscribed Energy” means electricity generated by the PV System and delivered to the Company at the Production Meter which is not Subscribed Energy and also includes electricity generated by the PV System and delivered to the Company prior to the Date of Commercial Operation.

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(Continued on Sheet No. 9-73)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 74

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**AGREEMENTS**

The Community Solar Garden Operator and the Company agree:

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, the Community Solar Garden shall sell and deliver to the Company at the Production Meter all of the photovoltaic energy produced by the PV System. Payment for the Subscribed Energy which is produced and delivered will be solely by a Bill Credit to Subscribers as detailed below. Payment for Unsubscribed Energy will be paid to the Community Solar Garden Operator at the then current: 1.) Company's avoided cost rate (found in the Company's rate book, Rate Code A51) for solar gardens of 40 kW (AC) capacity or larger, or 2.) Company's average retail energy rate (found in the Company's rate book, Rate Code A50) for solar gardens under 40 kW (AC) capacity. The Community Solar Garden Operator shall not sell any photovoltaic energy generated from the PV System, or any capacity associated with the PV System, to any person other than the Company during the term of this Contract, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This Contract conveys to the Company all energy generated from the PV System and all capacity associated with the PV System for the Term of the Contract.

A. The Company will buy (through Bill Credits to the Subscribers) all Subscribed energy generated by the Community Solar Garden and delivered to the Company during a particular Production Month at the Bill Credit Rate. Each Subscriber to the Solar\*Rewards Community Program will receive a Bill Credit at the Bill Credit Rate for electricity generated attributable to the Subscriber's Subscription. Each Subscriber will also be charged for all electricity consumed by the Subscriber at the applicable rate schedule for sales to that class of customer. If the Bill Credit exceeds the amount owed in any billing period, the excess portion of the Bill Credit in any billing period shall be carried forward and credited against all charges. All Bill Credits must be carried forward for at least a twelve (12) month cycle. The Company shall purchase all Bill Credits with the billing statement which includes the last day in February and restart the credit cycle on the following period with a zero credit balance. Consistent with Minn. R. 7820.3800, Subp. 2, the purchase of the Bill Credits will only be made when the Bill Credit amount is more than \$1 due for an existing customer or \$2 or more due a person or legal entity no longer a customer of the Company.

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.

(Continued on Sheet No. 9-74)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
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C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Community Solar Garden Operator via the CSG Application System.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company.

2. House Power. The Company will sell House Power to the Community Solar Garden under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs. The Community Solar Garden Operator shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Community Solar Garden Operator shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal claim or right to the contrary. Because the Company must purchase from the Community Solar Garden all energy generated by the Community Solar Garden, the Community Solar Garden may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties' respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Community Solar Garden Operator's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Community Solar Garden Operator and the Company with respect to the arrangements for House Power.

(Continued on Sheet No. 9-75)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 76

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3. Metering Charges and Requirements

- A. Metering Charge per Month:
- |              |        |
|--------------|--------|
| Single Phase | \$5.50 |
| Three Phase  | \$8.00 |

B. Two (2) Company-owned meters are required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract. One meter is located at the main service and will record energy delivered to the Community Solar Garden Operator from the Company. The second meter (the "Production Meter") will record energy generated by the PV System only. For the sake of clarity, the amount of energy used as House Power consists of that shown on the meter located at the main service plus electricity recorded as reverse flowing through the Production Meter. The Company shall install, or cause to be installed, own, operate and maintain the Production Meter to measure the AC production of the PV System, at the Community Solar Garden Operator's expense and including the cost of the Production Meter itself. Community Solar Garden Operator will provide all meter housing and socket replacement and rewiring to install both meters. Community Solar Garden Operator shall be charged monthly the metering charge for the main service meter. The metering charge assumes common use of all Company facilities up to the metering point, for both receipt and delivery of energy. Any additional facilities required by Company to accommodate the PV System will require Community Solar Garden Operator to pay an interconnection charge in advance.

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Community Solar Garden Operator shall be deemed to be in control of the photovoltaic energy output from the PV System up to and until delivery and receipt by the Company at the Production Meter and the Company shall be deemed to be in control of such energy from and after delivery and receipt at such Production Meter. Title and risk of loss related to the photovoltaic energy shall transfer to the Company at the Production Meter. The Community Solar Garden warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all photovoltaic energy output and/or the ability to transfer good and sufficient title of same to the Company.

5. Interconnection Requirements. The Community Solar Garden Operator must sign an Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract. The following additional interconnection terms also apply.

A. Term of Interconnection Agreement. While the Company's tariff pertaining to its Interconnection Agreement generally provides that the term of the Interconnection Agreement may be up to twenty (20) years, where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement may end twenty five (25) years after the Date of Commercial Operation.

(Continued on Sheet No. 9-76)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 77

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6. Community Solar Garden Requirements.

A. The Community Solar Garden Operator shall assure that each of the Community Solar Garden Statutory Requirements is met.

B. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (Attachment "A" to this Contract) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber.

C. Code Compliance. The Community Solar Garden Operator shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.

D. Project Completion. The Company will determine whether an application from the Community Solar Garden Operator is complete within thirty (30) days of its submission to the Company and approve or reject the application based on engineering review within sixty (60) days of finding it complete unless the Community Solar Garden Operator has agreed to an extension. The date an application shall be considered to be submitted to the Company is the date on which the Community Solar Garden Operator has uploaded to the CSG Application System all documents and information to allow the Company to begin engineering review which include the following:

- (i) the contact information for the Community Solar Garden Operator;
- (ii) the Community Solar Garden information, including system location and specifications;
- (iii) application fee and deposit; and,
- (iv) engineering documents, including one line diagram, site plan and signed Interconnection application.

Where the Company has timely rejected an application, the Company will allow the Community Solar Garden Operator to provide additional documents or information and the sixty (60) day timeframe will begin anew for the Company to accept or reject the application. The Community Solar Garden Operator shall complete the project and the Date of Commercial Operation shall be within twenty-four (24) months from the Company finding that the application is complete. Failure of the Company to meet the timeframes for completing engineering studies and interconnection cost estimates set forth in the Commission's September 28, 2004 Order in Docket No. E999/CI-01-1023 as implemented in Section 10 of the Company's rate book will extend this twenty-four (24) month period on a day-for-day basis. If the Date of Commercial Operation is not within this twenty-four (24) month period (including any day-for-day extension referenced above), 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.

E. [Intentionally left blank.]

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(Continued on Sheet No. 9-77)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

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Section No. 9  
Original Sheet No. 78

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6. Community Solar Garden Requirements. (Continued)

F. Annual Report. The Community Solar Garden Operator shall issue (and provide to the Company and each Subscriber) public annual reports as of the end of the calendar or other fiscal year containing, at a minimum, the energy produced by the Community Solar Garden; audited financial statements including a balance sheet, income statement, and sources and uses of funds statement; and the management and operatorship of the Community Solar Garden Operator. The identity of specific Subscribers should not be listed in the public annual report, unless if there is explicit informed Subscriber consent. The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing the Subscriber's Account Information or Subscriber Energy Usage Data or Bill Credits, unless there is explicit informed consent or otherwise provided for in this Contract. Each Subscriber shall have an opportunity to submit comments to the Community Solar Garden Operator with a copy to the Company on the accuracy and completeness of the annual reports.

G. Audits. The Company reserves the right to inspect the PV System as necessary to assure the safety and reliability of the system at any time during the Term of this Contract, and for an additional period of one (1) year thereafter.

H. Application Fee. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit an application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The application fee is meant to cover the cost to the Company of processing the application.

I. Deposit. Upon application, and prior to the Company processing the application, the Community Solar Garden Operator must submit a deposit of an amount equal to \$100/kW to the Company. This Deposit may be submitted by check or wire transfer. Within thirty (30) days after either the Date of Commercial Operation or the date when the Community Solar Garden Operator informs the Company that it will no longer continue pursuing completion of the Community Solar Garden project, or if the Date of Commercial Operation does not occur within the twenty four (24) month timeline (including day-for-day extensions) detailed in Section 6.D above, the Company shall return to Community Solar Garden Operator the deposit paid. When the deposit qualifies to be returned to the Community Solar Garden Operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one (1) percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.

J. Participation Fee. Each year, the Community Solar Garden Operator will submit a participation fee of \$300 to the Company for ongoing costs incurred of administering the Solar\*Rewards Community Program. The first participation fee will be charged after the Date of Commercial Operation, and the final participation fee will be charged prior to the Term of the Contract expiring.

(Continued on Sheet No. 9-78)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 79

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6. Community Solar Garden Requirements. (Continued)

K. Inverter Capacity. The Community Solar Garden must have an inverter with a capacity of no more than one (1) megawatt alternating current (AC) to assure that the Community Solar Garden has a nameplate capacity of no more than one (1) megawatt AC.

L. Maintenance and Repair of the PV System. The Community Solar Garden Operator shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of the Contract. If during the Term of the Contract the PV System or any of the individual components of the system should be damaged or destroyed, or taken out of service for maintenance, the Community Solar Garden Operator shall provide the Company written notice within thirty (30) calendar days of the event and promptly repair or replace the damaged or destroyed equipment at the Community Solar Garden Operator's sole expense. If the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, the Company shall have the right to request to terminate this Contract by written notice.

M. No Relocation. The PV system shall be located at the Community Solar Garden as shown in its application at all times during the Term of the Contract.

N. Disclosure of Production Information. The Community Solar Garden Operator acknowledges and agrees that, in order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company may be required and shall be permitted to provide access or otherwise disclose and release to any Subscriber any and all production data related to the PV System in its possession and information regarding the total Bill Credits applied by the Company with respect to the PV System and any information pertaining to a Subscriber's Subscription. Any additional detailed information requested by a Subscriber shall be provided only upon the Community Solar Garden Operator's consent in writing or email to the Company, or unless the Minnesota Public Utilities Commission or the Minnesota Department of Commerce requests that the Company provides such information to the Subscriber.

O. Disclosure of Community Solar Garden Information. The Community Solar Garden Operator acknowledges and agrees that the Company may publicly disclose the Community Solar Garden Site, Community Solar Garden Operator, nameplate capacity and generation data of the Community Solar Garden. Additionally, the Company will periodically provide a bill message to Subscribers clarifying that questions or concerns related to their Subscription should be directed to the Community Solar Garden Operator, including a statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with the Company or the Subscriber about the accuracy of the Community Solar Garden production and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

(Continued on Sheet No. 9-79)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

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Section No. 9  
Original Sheet No. 80

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6. Community Solar Garden Requirements. (Continued)

P. Certain Tax and Securities Law Issues. The Company makes no warranty or representation concerning the taxable consequences, if any, to Community Solar Garden Operator or its Subscribers with respect to its Bill Credits to the Subscribers for participation in the Community 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 Community Solar Garden are handled. The Community Solar Garden Operator and Subscribers are urged to seek professional advice regarding these issues.

Q. Full Cooperation with the MPUC, Minnesota Department of Commerce, and Minnesota Office of the Attorney General. The Parties agree to fully cooperate with any request for information from the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of the Attorney General pertaining in any way to the Community Solar Garden, and will provide such information upon request in a timely manner. To the extent to which any request calls for producing a specific Subscriber's Account Information, Subscriber Energy Usage Data or Bill Credits, such information shall be provided and marked as Trade Secret or Confidential Information.

R. New PV Systems. The PV System must not be built or previously interconnected at the time of application to the Solar\*Rewards Community Program.

S. Fair Disclosure. Prior to the time when any person or entity becomes a Subscriber, the Community Solar Garden Operator will fairly disclose the future costs and benefits of the Subscription, and provide to the potential Subscriber a copy of this Contract. The Community Solar Garden Operator shall comply with all other requirements of the MPUC and applicable laws with respect to communications with Subscribers.

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(Continued on Sheet No. 9-80)

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**STANDARD CONTRACT FOR  
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7. Requirements Applicable to the CSG Application System. The Community Solar Garden Operator must comply with all of the following:

A. Required use of the CSG Application System. The Community Solar Garden Operator must utilize the CSG Application System to submit an application for approval to operate a Community Solar Garden and to manage Subscribers and Subscriptions.

B. Subscriber Information. The Community Solar Garden Operator shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company the name, account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription stated in Watts direct current (DC). The Community Solar Garden Operator shall take care to preserve the privacy expectations of the Subscribers, such as not publicly providing a Subscriber's Account Information, Subscriber Energy Usage Data, or Bill Credits. The Community Solar Garden Operator will not disclose such information to third parties, other than to the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of Attorney General, unless the Subscriber has provided explicit informed consent or such disclosure is compelled by law or regulation.

C. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber under this Contract or to the Community Solar Garden Operator for resale by the Operator to other Subscribers. A Subscriber may change the premise or account number that the Community Solar Garden energy is attributed to, as long as the Subscriber continues to qualify under these rules. Any transfer of Subscriptions needs to be coordinated through the Community Solar Garden Operator, who in turn needs to provide the required updated information in the CSG Application System within thirty (30) days of the transfer.

D. Updating Subscriber Information. On or before five (5) business days immediately preceding the first day of each Production Month, the Community Solar Garden Operator shall provide to the Company any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the CSG Application System. Such data to be entered or changed by the Community Solar Garden Operator shall include additions, deletions or changes to the listing of Subscribers holding Subscriptions in the PV System, including any changes to the Subscriber's account number and service address attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription, stated in Watts DC.

E. Responsibility for Verification. The Community Solar Garden Operator shall verify that each Subscriber is eligible to be a Subscriber in the Community Solar Garden and that the Community Solar Garden Statutory Requirements are met.

(Continued on Sheet No. 9-81)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 82

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8. The Community Solar Garden Operator will give the Company reasonable access to its property and to the electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Company's side of the interconnection. If the Company enters the Community Solar Garden Operator's property, the Company will remain responsible for its personnel.

9. The Company may stop providing electricity to the Community Solar Garden Operator during a system emergency. The Company will not discriminate against the Community Solar Garden Operator when it stops providing electricity or when it resumes providing electricity. In the event of an emergency requiring disconnection of the Community Solar Garden, the Company shall follow the process, and provide notice to the Community Solar Garden Operator, consistent with the provisions of the Interconnection Agreement, in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement.

10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.

- a. In the event there is a breach resulting in some production from the Community Solar Garden being assigned in excess of a Subscriber's allowable Subscription under the Community Solar Garden Statutory Requirements, then the Company may treat this excess as Unsubscribed Energy and not provide a Bill Credit to any Subscriber for any such excess production.
- b. For any breach of this Contract by the Community Solar Garden Operator:
  - i. At any time the Company seeks a remedy for any breach of this Contract it shall provide in writing a Notice to the Community Solar Garden Operator to remedy the breach within thirty (30) days.
  - ii. If after the thirty (30) days provided for in the Notice the Community Solar Garden Operator is still not in compliance with this Contract, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Community Solar Garden Operator is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Community Solar Garden Operator, all Subscribers of the Community Solar Garden, the Department of Commerce, OAG and MPUC.
  - iii. The Community Solar Garden Operator, the Department of Commerce, OAG, and/or MPUC may object in writing to the Notice of Disconnection within thirty (30) days. Copies of any written objection shall be provided to all of the above entities. An objection to the Notice of Disconnection will trigger Section 12 of this Contract.

(Continued on Sheet No. 9-82)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 83

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10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively.

- b. For any breach of this Contract by the Community Solar Garden Operator: (Continued)
  - iv. If the Community Solar Garden Operator, the Minnesota Department of Commerce, OAG and/or MPUC do not object to the Notice of Disconnection, the Company is authorized to physically disconnect the Community Solar Garden pursuant to this Notice of Disconnection without providing further notice. No Bill Credits will be applied for any production occurring during physical disconnection. If within ninety (90) days of any such disconnection, the Community Solar Garden Operator returns to being in compliance with the Contract, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the Term of the Contract. The Community Solar Garden Operator will be financially responsible for the Company's costs of sending crews to disconnect and reconnect the Community Solar Garden to the Company's network.
  - v. If ninety (90) or more consecutive days elapse during which the Community Solar Garden has been disconnected or has otherwise not been in compliance with this Contract, then the Company shall have the right to request to terminate this Contract by written notice to the Community Solar Garden Operator. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Minnesota Department of Commerce, OAG and MPUC. If the Notice is objected to within thirty (30) days by the Community Solar Garden Operator, the Department of Commerce, and/or OAG, Section 12 of this agreement shall apply. Any request to terminate the Contract must be approved by the MPUC, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Sections 6.G and 16 of this Contract.
- c. For any breach of the Interconnection Agreement, the Company shall also have all remedies provided for in Section 10 of the Company's rate book, or as otherwise provided for in the Interconnection Agreement. In the event this results in disconnection or termination of the Interconnection Agreement, the Company shall provide notice to the Minnesota Department of Commerce, OAG and MPUC. In the event that Community Solar Garden has been disconnected under the terms of the Interconnection Agreement and/or the Interconnection Agreement has been terminated, then the Company shall have the right to request to terminate this Contract by written notice to the Community Solar Garden Operator, with no further obligation of the Parties to perform hereunder following the effective date of such termination. The Company shall send copies of any Notice requesting termination of this Contract to all Subscribers of the Community Solar Garden, the Minnesota Department of Commerce, OAG and MPUC. If the Notice is objected to within thirty (30) days by the Community Solar Garden Operator, the Department of Commerce, and/or OAG, Section 12 of this agreement shall apply. Any request to terminate this Contract must be approved by the MPUC.

(Continued on Sheet No. 9-82.1)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 82.1

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10. Remedies for Breach. In the event of any breach of this Contract by the Community Solar Garden Operator, then the Company shall have available to it any other remedy provided for in this Contract and any or all of the following remedies which can be used either singularly or cumulatively. (Continued)

- d. In the event of an alleged breach of this Contract by the Community Solar Garden Operator for which the Company sends a Notice pursuant to Section 10(b)(i), Company shall also send a copy of the Notice as soon as practicable to any financing party for the Community Solar Garden whose contact information has been provided to the Company. Any such financing party shall have the right to cure the alleged breach within the cure period provided in Section 10(b)(ii) and Company agrees to accept any such cure as if made by the Community Solar Garden Operator. The Company shall be under no obligation to provide any such financing party with any information that would violate the Data Privacy Policies set forth in Exhibit 1 to Attachment "A" of this Contract. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Community Solar Garden Operator unless the Community Solar Garden Operator has provided written consent to the Company permitting the release to the financing party of such confidential information.
  
- e. In the event of any breach of this Contract by Company, the Community Solar Garden Operator shall provide Company with a written Notice of the breach. Company shall have up to thirty (30) days to cure the breach. If the breach is not cured within the thirty (30) days, the Community Solar Garden Operator may utilize the procedures set forth in Section 12. If the breach results in Bill Credits not being issued to one or more individual Subscribers, in the absence of a cure by Company within the allowed time following the Notice, the applicable Subscriber(s) may also seek a remedy for any past due Bill Credits from the MPUC pursuant to Section 12.

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(Continued on Sheet No. 9-83)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 84

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11. Limitation of Liability

A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of the other Party.

B) 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.

C) 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 Community Solar Garden Operator shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not be affected by the terms of this Contract. There are no third-party beneficiaries of any Company duty under this Contract other than the Company's duty to Subscribers to issue Bill Credits as set forth in this Contract, and the duty to a financing party under Section 10.d. of this Contract.

12. 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 the Parties may refer the dispute for resolution to the MPUC, which shall maintain continuing jurisdiction over this Agreement.

13. The separately executed power purchase agreement referenced in the Interconnection Agreement for the purchase of power exported by the Community Solar Garden Operator to the Company is not needed. Instead, this Contract shall govern the terms for the power exported by the Community Solar Garden Operator to the Company.

(Continued on Sheet No. 9-84)

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		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	09-17-14

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 85

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14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company:

i. Where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit, as defined in Minn. Stat. § 216C.411, pursuant to Minn. Stat. §§ 216C.411 through 216C.415. No solar-REC value shall be paid under the present Contract in this circumstance.

ii. Where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Solar\*Rewards benefit, as defined in Minn. Stat. § 116C.7792. No solar-REC value shall be paid under the present Contract in this circumstance.

iii. Where the Community Solar Garden Operator has elected to transfer the solar RECs to the Company under this Contract and the Value of Solar rate applicable to the Community Solar Garden has not been reflected in the Solar\*Rewards Community Program tariff of the Company's rate book, then compensation to Subscribers for Subscribed Energy will be at the Enhanced bill credit rate as updated annually and found in Solar\*Rewards Community Program tariff of the Company's rate book. Without this election, and where the Value of Solar rate applicable to the Community Solar Garden has not been adopted, compensation to Subscribers for Subscribed Energy will be at the Standard bill credit rate as updated annually and found in the Solar\*Rewards Community Program tariff of the Company's rate book. The Enhanced bill credit is not available under this Contract where the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar\*Rewards benefit. The Community Solar Garden Operator indicates immediately below with an "X" or check-mark or marking in the box if it elects to transfer the solar RECs under this Section 14.iii. of this Contract.

By placing an "X", or checking or marking this box, the Community Solar Garden Operator indicates its election to transfer the solar RECs to the Company under Section 14.iii of this Contract. With this election, compensation to Subscribers for Subscribed Energy will be at the applicable Enhanced bill credit rate as found in the Solar\*Rewards Community Program tariff of the Company's rate book. This election is only valid where it is not the case that the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar\*Rewards benefit. This election shall remain in place for the Term of the Contract, and REC payments will last for the full Term of the Contract.

iv. Where a Value of Solar rate applicable to the Community Solar Garden has become effective as reflected in the Solar\*Rewards Community Program tariff of the Company's rate book. In such a situation the Value of Solar rate shall be applicable regardless of whether or not the Community Solar Garden or any person or entity on its behalf has received or intends to accept a Made in Minnesota benefit or a Solar\*Rewards benefit and shall be in place and in lieu of any election the Community Solar Garden Operator may have made in Section 14.iii above.

The following provisions of Section 14 only apply where the solar RECs associated with the Community Solar Garden belong to the Company under either Section 14.i, 14.ii, 14.iii, or 14.iv of this Contract.

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(Continued on Sheet No. 9-85)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 86

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14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company: (Continued)

The Community Solar Garden Operator hereby automatically and irrevocably assigns to Company all rights, title and authority for Company to register the Subscribed Energy and Unsubscribed Energy and own, hold and manage the RECs associated with all such energy in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established (including but not limited to participants in any applicable REC Registration Program and the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Community Solar Garden Operator hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying RECs and the Company has full authority to hold, sell or trade such RECs within its own account of said renewable energy information or tracking systems. Upon the request of Company, at no cost to Company, (i) Community Solar Garden Operator shall deliver or cause to be delivered to Company such attestations and/or certifications of the Community Solar Garden and its associated RECs, and (ii) Community Solar Garden Operator shall cooperate with Company's registration and certification of the Community Solar Garden. The Company shall own and retain all RECs associated with Subscribed Energy produced by the Community Solar Garden. The Company will transfer the RECs associated with Unsubscribed Energy annually to the Community Solar Garden Operator, provided the Community Solar Garden Operator completes all actions required to receive these RECs, including but not limited to maintaining an active account in the Midwest Renewable Energy Tracking System (M-RETS) or its successor and makes such requests within 6 months of the production of the Unsubscribed Energy.

A. Definition of Renewable Energy Credits (RECs). "Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the Community Solar Garden Operator'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 Community Solar Garden 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 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 Community Solar Garden 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 Community Solar Garden Operator or the Community 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 Community Solar Garden Operator or the Community Solar Garden PV System is eligible or that either receives.

(Continued on Sheet No. 9-86)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 87

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14. Renewable Energy Credits (RECs). Under any of the following conditions, the RECs associated with the Community Solar Garden belong to the Company: (Continued)

B. Definition of M-RETS Program. "M-RETS Program" means the Midwest Renewable Energy Trading System program, MPUC Docket No. E999/CI-04-1616 and subsequent or related proceedings.

C. Ownership of RECs. All RECs associated with the Subscribed Energy shall be assigned to the Company. By participating as a Community Solar Garden Operator under this Contract, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Community Solar Garden Operator to all RECs arising out of or associated with the generation of Subscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy. The Community Solar Garden Operator warrants and represents to the Company that it has or will have at the time of delivery good and sufficient title to all RECs associated with such Subscribed Energy output and/or the ability to transfer good and sufficient title of all such RECs to the Company. The Company shall be entitled to all RECs generated by the Community Solar Garden PV System for such Subscribed Energy while the Community Solar Garden Operator participates in the service offered in this Contract. The Community Solar Garden Operator hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Community Solar Garden Operator's RECs associated with Subscribed Energy under the terms of this Contract and to own, hold and manage these RECs associated with the Community Solar Garden in the Company's own name and to the Company's account, including any rights associated with any renewable energy information or tracking system that exists or may be established in Minnesota or other jurisdictions (including but not limited to the United States government) with regard to monitoring, registering, tracking, certifying, or trading such credits. The Community Solar Garden Operator hereby authorizes Company to act as its agent for the purposes of registering, tracking and certifying these RECs and the Company has full authority to hold, sell or trade such RECs to its own account of said renewable energy information or tracking systems. Upon the request of Company from time to time, at no cost to Company, (i) Community Solar Garden Operator shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Community Solar Garden Operator shall provide full cooperation in connection with Company's registration of the Community Solar Garden Operator's RECs under this Contract and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy for all purposes, and be entitled to use them in any manner it chooses.

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N

(Continued on Sheet No. 9-87)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 88

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15. Miscellaneous. The “Miscellaneous” provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this Contract and are fully applicable to this Contract as if set forth in full herein. Where the Interconnection Agreement in the “Miscellaneous” section uses the term “Interconnection Customer”, this shall mean the Community Solar Garden Operator for purposes of the present Contract. Where the Interconnection Agreement in the “Miscellaneous” section uses the term “Agreement”, this shall mean this Contract for purposes of the present Contract.

- A. Force Majeure
- B. Notices
- C. Assignment
- D. Non-Waiver
- E. Governing Law and Inclusion of Xcel Energy’s Tariffs and Rules
- F. Amendment or Modification
- G. Entire Agreement
- H. Confidential Information
- I. Non-Warranty
- J. No Partnership

16. Term. The Term of the Contract shall be the same as for the Interconnection Agreement applicable to the Community Solar Garden, and each shall begin when signed by the Parties and end twenty five (25) years after the Date of Commercial Operation unless otherwise provided for in this Contract. In the event of termination, or early termination of this Contract, applicable provisions shall continue in effect after termination to the extent necessary to enforce and complete the duties, obligations or responsibilities of the Parties arising prior to termination and, as applicable, to provide for final billings and adjustments related to the period prior to termination, repayment of any money due and owing to either Party pursuant to this Contract.

(Continued on Sheet No. 9-88)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 89

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**SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Contract to be executed by their duly authorized representatives. This Contract is effective as of the last date set forth below.

**Community Solar Garden Operator**

**Northern States Power Company, a Minnesota corporation**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

N  
|  
N

(Continued on Sheet No. 9-89)

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# ATTACHMENT G

## Notice of Cancellation

\_\_\_\_\_  
(Date)

You may cancel this transaction, without any penalty or obligation, within three business days from the above date. If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within 10 days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled. If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this Agreement or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice to SunShare, 1724 Gilpin St., Denver, CO 80218, not later than midnight of \_\_\_\_\_  
(Date).

I, \_\_\_\_\_ hereby cancel this transaction on \_\_\_\_\_ [DATE].

\_\_\_\_\_  
Buyer's signature

# **ATTACHMENT H**

**Terms of Service**

## SunShare's Minnesota Community Solar Terms of Service

- Parties.** This is a Community Solar Services Agreement between SunShare, LLC, a Colorado limited liability company, (herein "Company") and you, the retail electric service customer of Northern States Power Company, a subsidiary of Xcel Energy (herein "Xcel Energy") identified on the cover page of this Agreement ("you"). For convenience, references to Company include the words "we", "us", and "our." References to you include the word "Customer." References to this Community Solar Services Agreement include the words "this Agreement."
- The Community Solar Garden.** As indicated on the cover page to this Agreement, the Community Solar Garden applicable to this Agreement ("Solar Garden") is either set forth on the cover page of this Agreement or will be designated by us in the future upon the allocation of your subscription hereunder to the Solar Garden. Minnesota Statute §216B.1641 allows you to own a portion of the solar energy produced from the Solar Garden(s) and attribute your share of solar energy to one or more of your metered premises.
- Customer Eligibility.** We refer to the subscriber premises covered by this agreement as your subscriber "Location" or "Locations." You agree that the following statements that establish your eligibility to purchase this subscription are true and complete, and you agree to notify us promptly if any of these statements ceases to be true:
  - The Xcel Energy service account number for each subscriber Location is accurate as stated on the cover page of this Agreement (and related attachments, if any), and the name of the customer of record is identical to your name as stated on same.
  - Your Location(s) are within Xcel Energy's Minnesota service territory and within or adjacent to a county listed above in
  - Section 3, *The Community Solar Garden*.
- In addition, you acknowledge that, to be eligible to enter this Agreement, you must first satisfy our credit requirements, which are subject to change and not contained in this Agreement.
- We, our affiliates, successors, assigns, and/or Xcel Energy may use your utility usage data to confirm your subscribed Production Capacity is not more than forty percent (40%) of the nameplate capacity of any given Solar Garden(s) included under this Agreement, and is not expected to generate more than one-hundred-and-twenty percent (120%) of your historical annual electricity consumption as defined by Xcel Energy (your "Subscription Cap(s)") at the time of this Agreement.
- Bill Credits.** Xcel Energy is responsible for accepting deliveries of your Solar Energy, and for providing you with a Bill Credit in dollars for your Solar Energy on your retail electric service bill. The amount of your Bill Credit is based on a 25-year utility Bill Credit rate, as established and regulated by the Minnesota Public Utilities Commission ("MPUC") and as currently set forth in Xcel Energy's MN Rate Book at Section 9 (substantially similar to **Attachment E, Xcel/Customer Tariff**).
- Solar Renewable Energy Credits.** Our contract with Xcel Energy allows us to sell the Solar Renewable Energy Credits ("sRECs") associated with the Solar Garden(s) to Xcel Energy in exchange for a \$.02/kWh increase to your Bill Credit (for solar gardens larger than 250 kilowatts). There may be additional, non-power related benefits associated with your Production Capacity, such as environmental, tax, or future benefits. You agree that we or our designee is entitled to receive, hold, dispose of and exercise those benefits, and that you have no ownership interest in any sRECs or other such benefits. If we need you to sign any additional documents to evidence our agreement relating to your sRECs and any other benefits that may be associated with your Production Capacity or Solar Energy, you agree to do so at our request.
- Insurance.** We will insure the Solar Garden(s) during the Term of this Agreement in accordance with our contract with Xcel Energy and applicable law, regulations, and tariffs. (The 2015 Xcel Energy coverage requirement is \$2 million per occurrence.) You are not responsible for insuring any aspect of the Solar Garden.
- Information Disclosures.** You agree that we are authorized to provide specific and limited information related to your subscription or your participation in the Solar Garden(s) that may be required by Xcel Energy, the MPUC, the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. You agree to complete and execute any forms necessary to effect said authorization.
- Taxes.** Under Minnesota law, we may be required to pay a Solar Energy Production Tax on the solar energy produced by your Production Capacity in the Solar Garden(s). Your Subscriber Payment(s) support the payment of this tax and other Taxes currently applicable to the Solar Garden(s) for the life of the project. If a new or increased federal, state, or local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, or other taxes, regulatory fees, surcharges,

or other similar charge (collectively, "New Tax") is imposed upon the Solar Garden(s), we reserve the right to assess you in proportion to your Monthly Subscriber Payments to cover the New Tax.

11. **Related Agreements.** In addition to the obligations set out in this Agreement, we also have obligations under the related agreements described in Sections 14 and 15, directly below.
12. **Solar\*Rewards Community Agreement.** We will enter into an agreement with Xcel Energy substantially similar to **Attachment F, Xcel/Developer Tariff**, under which we and Xcel Energy will take the following actions in the implementation of the Solar Garden:
  - a. **Our Responsibilities.** We are responsible for operating and maintaining the Solar Garden(s) in good working order so that it produces solar energy; for notifying Xcel Energy within 30 calendar days after any planned or unplanned outages; for promptly repairing or replacing any damaged or destroyed equipment; for delivering and selling the solar energy and the associated sRECs to Xcel Energy; for providing Xcel Energy with current information that identifies you, your Production Capacity, and your Solar Energy; and for sending you a monthly invoice for your Solar Energy payable directly to us or our designee.
  - b. **Xcel Energy's Responsibilities.** Xcel Energy is responsible for accepting delivery of your Solar Energy and any related sRECs, and for providing bill-credit payments for your Solar Energy on your retail electric service bill (your "Bill Credit") according to the MPUC-approved Solar\*Rewards Community Program tariff.
13. **Required Agency Agreements.** You agree to complete and execute Xcel Energy's Customer Consent Form ("Customer Consent Form") substantially similar to **Attachment C**, as necessary to authorize Xcel Energy to share relevant information with us about your electricity use. You also agree to complete and execute a Solar\*Rewards Community Subscriber Agency Agreement and Consent Form ("Agency Agreement") substantially similar to **Attachment D**, as necessary to authorize us to act as your agent for purposes of carrying out this Agreement and enable us to process changes requested under Section 16, *Changes In Your Participation*. If, in order to effectuate any part of this Agreement, a new Customer Consent Form or Agency Agreement must be executed, you agree to execute said required agency agreement(s) without delay.
  - a. **Reallocation of Production Capacity; Oversubscription.**
    - i. **Reallocation of Production Capacity.** To enable ongoing subscriber balancing across solar gardens, we reserve the right, at our option and in our sole discretion, to allocate or reallocate all or a portion of your Production Capacity among one or more solar gardens without notice ("Reallocated Capacity"), so long as it does not reduce your effective Bill Credit rate or other material benefits due to you under this Agreement. You hereby consent to us assigning rights to Reallocated Capacity to another entity if necessary to enable such reallocation.
    - ii. **Oversubscription.** If total subscriptions exceed the Solar Garden(s) nameplate capacity, or if we are otherwise commercially or physically unable to meet the Production Capacity set forth in this Agreement (all such circumstances, an "Oversubscription"), we may, at our discretion, defer all or a portion of your requested Production Capacity to a currently existing or future Solar Garden(s) for which you would be an eligible subscriber, if and when capacity from such a project becomes available.
  - b. You agree that we have the authority to modify the non-price terms on the cover page of this Agreement or the Agency Agreement as may be necessary to effectuate or reflect the details of said reallocation or oversubscription and we agree to provide you a copy of the Agreement if so revised.
14. **Mutual Acknowledgements.** We agree that, regardless of any other provisions to the contrary, under this Agreement:
  - a. We will sell the Solar Energy generated by your Production Capacity, along with the associated sRECs if relevant, to Xcel Energy as your agent under Section 15, *Required Agency Agreements*.
  - b. Your purchase of Community Solar subscriber benefits under this Agreement, including the Bill Credits related to your Solar Energy, will be treated as a service contract under Internal Revenue Code Section 7701(e), and its various subparts.
  - c. You do not, by virtue of this Agreement, have the right to "operate" the Solar Garden(s), as that term is used in Section 7701(e)(4)(A) of said code.
  - d. Neither you nor a "related entity" will bear "any significant financial burden if there is nonperformance" by us under this Agreement, as those phrases are used in Section 7701(e)(4)(A) of said code.

15. We agree that all tax returns, information statements, reporting requirements, and other filings made by either of us will be made so that they comply with the mutual acknowledgements described in paragraphs (A) through (D) above, unless the law in effect at the time requires either of us to do otherwise.
16. **Lender Conditions**. You understand that we or our affiliate may finance or capitalize the acquisition, development, installation, operation, and/or maintenance of the Solar Garden(s) with loans, financing, or other accommodations from one or more lenders or financial institutions (“Lender”).
17. You acknowledge and agree that:
  - a. Your eligibility for this Agreement is subject to final Lender approval, and we have no obligation to perform this Agreement absent said Lender approval;
  - b. You agree that our obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a first priority security interest in the Solar Garden(s) (collectively, the “Lender’s Security Interest”); in order to facilitate this financing, you consent to our granting to Lender the Lender’s Security Interest;
  - c. You and all of your rights under this Agreement are and will be subject and subordinate to the Lender’s Security Interest (and as later modified by any and all renewals, modifications, supplement, amendments, consolidations, replacements, substitutions, additions, and extensions); and
  - d. No amendment or modification of this Agreement is permitted without the Lender’s prior written consent, with the exception of our approval of a change in your participation under this Agreement as set out in Section 16, *Changes in Your Participation*.
18. **Assignment**. We may assign this Agreement along with all of our rights and obligations to any affiliate or third party without notice, for any purpose, including in the event of an acquisition, corporate reorganization, merger, or sale of its assets to another You will not assign this Agreement without our consent unless permitted and in compliance with Section 16, *Changes in Your Participation*.
19. **Lender’s Default Rights**. If we default under our financing documents with our Lender, the follow provisions apply:
  - a. The Lender, through its security interest, will be entitled to exercise any of our rights and remedies under this Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Solar Garden.
  - b. The Lender will have the right, but not the obligation, to pay all sums due from us under this Agreement and to perform any other act, duty, or obligation required of us, and to cure a Company Default (defined below) in the time and manner provided by the terms of this Agreement. Nothing requires the Lender to cure a Company Default or perform any act, duty, or obligation of ours under this Agreement, unless the Lender has succeeded to our rights under this Agreement, but Customer hereby gives Lender the option to do so.
  - c. If the Lender exercises its remedies under the Lender’s Security Interest in the Solar Garden, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from us to Lender (or its assignee) in lieu of a sale, the Lender will give you notice of the transfer or assignment of this Agreement. If Lender exercises these remedies, it will not constitute a default under this Agreement, and will not require your consent. No such transfer for assignment under this Provision shall cause a material change to the terms of this Agreement.
  - d. Upon any rejection or other termination of this Agreement under any process undertaken with respect to us under the United States Bankruptcy Code, you agree to enter into a new agreement with Lender or its assignee under substantially the same terms as this Agreement, including the effective Term under Section 2 (*Effective Date; Term*) if Lender requests you to do so within ninety (90) days of the termination or rejection of this Agreement.
  - e. At our request, you agree to deliver to Lender and us a fully executed Acknowledgement and Confirmation to Lender in the form of **Attachment B** to this Agreement, in which you acknowledge and confirm that the legal and full ownership of the Solar Garden(s) remains with us, or our affiliate, and that the Solar Garden(s) is our, or our affiliate’s, property.
20. **Customer Default**. The following events will constitute an event of breach or default on your part (a “Customer Default”):
  - a. Except as otherwise expressly permitted in this Agreement, you terminate this Agreement before the end of the Term;
  - b. You are in breach of any written representation or warranty, or fail to perform any material obligation set forth in this Agreement, including failure to pay any amount when due under this



Agreement, unless your breach or failure is cured within thirty (30) days after you receive written notice from us; or

- c. You admit in writing your insolvency, assign your assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, or have all or substantially all of your assets subject to attachment, execution, or other judicial seizure; or any similar event occurs.
  - d. You attempt to claim any sRECs or other non-energy benefits in connection with the Solar Energy that conflict with the terms of this Agreement.
21. **Our Remedies in Case of Your Default.** If you are in default under this Agreement, we may use any remedy available to us in this Agreement or by law, including by taking one or more of the following actions at our option and in our discretion:
- a. Stop delivery of your Subscriber Bill Credits until such default is remedied;
  - b. Cancel this Agreement, resulting in termination of said credits;
  - c. Recover from you (i) the Early Termination Fee (see Section 34, *Early Termination Fee*) plus (ii) any late charges, penalties, interest, taxes, or other sums then accrued or due and owing to us; and
  - d. Petition a court of law to recover damages for your default (including without limitation our court costs, reasonable attorneys' fees, and other actual expenses relating to your default).
22. You agree that, upon cancellation of the Agreement under the terms set forth herein, your Production Capacity and related subscriber Bill Credits, sRECs, and other non-energy benefits will automatically assign back to us, so that we may offer it to other potential subscribers. You agree to cooperate with us if necessary to preserve our right to said capacity and benefits.
23. **Company Default.** The following events will constitute a breach or default on our part ("Company Default"):
- a. Except as otherwise expressly permitted in this Agreement, we terminate this Agreement before the end of the Term;
  - b. We are in breach of any representation or warranty, or fail to perform any material obligation as set forth in this Agreement and our breach or failure is not cured within sixty (60) days after written notice from you; and
  - c. We admit in writing our insolvency, assign our assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, have all or substantially all of our assets subject to attachment, execution, or other judicial seizure; or any similar event occurs.
24. **Lender's Right to Cure.** Regardless of any contrary term in this Agreement:
- a. You will not terminate or suspend this Agreement unless you have given the Lender prior written notice of your intent to do so with a description of the event giving rise to the alleged Company Default, and provide the Lender with the opportunity to cure the Company Default within sixty (60) days after such notice or any longer period provided for in this Agreement. If the Company Default reasonably cannot be cured by the Lender within the period established under this Agreement and the Lender commences and continuously pursues cure of such Company Default within that period, the period for cure will be extended for a reasonable period of time under the circumstances, but not to exceed an additional thirty (30) days. Our obligations will otherwise remain in effect during the cure period.
  - b. If the Lender or its lawful assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement, then the Lender and/or its assignee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.
  - c. At the request of Lender and/or its assignee, you agree to execute and deliver any document, instrument, or statement (but not including any payment) required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue, or terminate the security interest in favor of Lender, and to secure the obligations evidenced by Lender's Security Interest.
25. **Your Remedies in Case of Company Default.** If we are in default and such Company Default results in the failure or inability of the Solar Garden(s) to produce Solar Energy for a period of one hundred and eighty (180) consecutive days, you may terminate this Agreement upon written notice to us without further obligation.

26. **Company Indemnity; Restriction on Customer Liens.** Subject to the limitations contained in Section 27 directly below, we agree to indemnify, defend, and hold you harmless from and against any damages or losses directly attributable to a material breach of our obligations under this Agreement that are found to be due to our gross negligence or willful misconduct. The Solar Garden(s) will not be subject to any lien, security interest, claim, mortgage, or deed of trust that may be imposed on or assessed through you or against any property belonging to you.
27. **Limitations of Liability.** Except for our indemnity obligations under Section 26 directly above, with respect to third party claims, we will not be liable to you for general, special, punitive, exemplary, indirect, incidental, or consequential damages arising from or out of this Agreement. Our total liability to you under this Agreement will in no event exceed the aggregate of all payments made by you under this Agreement during the preceding 12 months. That amount will be your sole and exclusive remedy and all other remedies or damages at law or equity are waived. We are not responsible for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or losses relating to this Agreement, in tort or contract, including any negligence or otherwise. **EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE SOLAR GARDEN(S) OR OUR OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.**
28. **Force Majeure.** If we are unable to perform all or some of our obligations under this Agreement because of a Force Majeure Event, we will be excused from whatever performance is affected by the Force Majeure Event, provided that: (a) as soon as is reasonably practical, we provide you with notice describing the Force Majeure Event; (b) the suspension of our obligations is limited to the scope and the duration required by the Force Majeure Event; and (c) no obligation of ours that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event will be excused as a result of such Force Majeure Event.
- a. "Force Majeure Event" means any event, condition, or circumstance beyond our control and not caused by our fault or negligence. It will include, without limitation, failure or interruption of the production, delivery, or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; tornado; hail; volcanic activity; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; the binding order of any governmental authority (provided such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by the utility's equipment or products (but not to the extent that any such availability of any of the foregoing results from our failure to have exercised reasonable diligence); and failure of equipment not utilized by us or under our control.
29. **Termination Upon Force Majeure.** If we are prevented from performing under this Agreement by reason of Force Majeure for a continuous period of three hundred sixty-five (365) calendar days during the Term, then either Party may terminate this Agreement, without liability on either of our parts to the other, upon thirty (30) days written notice. In no event shall a Force Majeure Event excuse a party from the payment of money due, or from the performance of its indemnity obligations under this Agreement.
30. **Dispute Resolution.** Each of us agrees that to expedite and control the costs of disputes, the resolution of any dispute between us relating to this Agreement ("Dispute") will be resolved according to the following procedures:
- a. Unless otherwise agreed in writing, we agree to continue to perform each of our respective obligations under this Agreement during the course of the resolution of the Dispute.
- b. Each of us agrees to first try to resolve any Dispute jointly and informally within thirty (30) days after one party has notified the other in writing of the Dispute.
31. **Governing Law, Jurisdiction, and Venue.** The laws of the State of Minnesota govern all matters arising out of or relating to this agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, validity, performance, and enforcement. A party bringing a legal action or proceeding against the other party arising out of or relating to this agreement or the transactions it contemplates must do so in a court of the State of Colorado or the State of Minnesota; both parties hereby consent to said jurisdiction.
32. **Legal Notices.** All required notices and communications under to this Agreement, will be in writing and will be deemed given if sent by nationally recognized overnight courier or mailed by registered or certified mail (return-receipt requested) to the address listed on the cover page of this Agreement, or to such other

address as the Party to whom notice is to be given may have furnished to the other Party in writing. Each party agrees to service of process by registered or certified mail, return receipt requested.

33. **Miscellaneous.**

- a. **Authority.** You have the full power and authority to execute and deliver this Agreement and to perform your obligations hereunder. Your execution and performance of this Agreement and of your obligations under this Agreement have been duly authorized by all necessary action.
- b. **Binding Effect.** This Agreement will be binding upon and inure to the benefit of each of us, and to our successors and permitted assigns, but nothing in this Agreement, express or implied, is intended to confer or will confer upon any other entity or person any benefits, rights, or remedies except as expressly set forth in this Agreement.
- c. **Entire Agreement; Amendment; No Waiver.** This Agreement, plus the Attachments referenced herein, contains the entire agreement and understanding between us concerning this agreement and supersedes any prior or contemporaneous agreement, either written or verbal. Any changes or amendments to, or waivers of, any provisions of this Agreement will only be effective if they are in writing and signed by both of us. No waiver by any party of any of the provisions hereof shall be effective unless set forth in writing and signed by the party so waiving. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.
- d. **Counterparts.** This Agreement may be signed in counterparts, each of which shall constitute an original, and shall become operational when each of us has signed and delivered said counterpart to the other party, for example by facsimile or other electronic transmission.
- e. **Pricing.** The pricing offered in this Agreement is valid for 30 days after the date your contract is created. If you fail to sign this Agreement and return it to us within 30 days, we reserve the right to reject it unless you agree to our then-current pricing.

34. **Early Termination Fee.** Terminating your contract while you are eligible may result in an Early Termination Fee of \$250.