

**COGENERATION  
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 6th Revised Sheet No. TOC

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**TECHNICAL AND SPECIAL TERMS FOR  
COGENERATION AND SMALL POWER PRODUCTION**

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Section No. 9  
2nd Revised Sheet No. 1

**CAPACITY.** The capability to produce, transmit, or deliver electric energy, which is measured by the number of megawatts alternating current at the point of common coupling between a QF or NMF and a utility's electric system.

**FIRM POWER.** Firm power is energy delivered by a QF or NMF to the utility with at least 65% on peak capacity factor in the billing period. The capacity factor is based upon a QF's or NMF's maximum on peak metered capacity delivered to the utility during the billing period.

**GENERATION SYSTEM.** For an interconnection not subject to the MN DIP, the generation system is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling. For an interconnection subject to the MN DIP, this term shall mean Distributed Energy Resources as defined in the MN DIP.

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**INDIVIDUAL SYSTEM CAPACITY LIMITS.**

1. Customers with a facility of 40-kilowatt AC capacity or more and participating in net metering and net billing may be required to limit the total generation capacity of individual distributed generation systems by either:
  - a. for wind generation systems, limiting the total generation system capacity kilowatt alternating current to 120 percent of the customer's on-site maximum electric demand; or
  - b. for solar photovoltaic and other distributed generation, limiting the total generation system annual energy production kilowatt hours alternating current to 120 percent of the customer's on-site annual electric energy consumption.
2. Limits under paragraph 1.(a) applicable to measuring on-site maximum electric demand must be based on standard 15-minute intervals, measured during the previous 12 calendar months. If a facility subject to the demand limits under paragraph 1.(a) has either less than 12 calendar months of actual electric usage or has no demand metering available, then the means of estimating annual demand or usage for purposes of applying these limits will be based on looking at information for similarly situated customers.
3. The total generation capacity of individual distributed generation systems is determined by the total capacity of all of the customer's systems which are on the same set of aggregated meters. On-site maximum electric demand and on-site annual electric energy consumption are determined by total demand or electric energy consumption associated with the same set of aggregated meters.
4. For wind generation systems, the Company will estimate customer demand use for purposes of calculating the 120 percent rule by determining a demand-billed customer's highest billed on-site kW demand in all bills issued during the most recent calendar year. For non-demand customers, the Company shall impute the equivalent peak demand level by first determining the customer's most recent on-site annual (12-month) billed kWh sales. Those kWh sales shall be divided by the product of an assumed 30% annual load factor and the number of actual hours in that year (either 8,760 hours in a standard year or 8,784 hours in a leap year). The resulting quotient will serve as the customer's estimated on site maximum electric demand.
5. For solar photovoltaic and other distributed generation systems, where 12 months of usage data is not available, the Company will estimate customer energy use for purposes of calculating the 120 percent rule by averaging four months of usage. If four months of usage is not available, the Company will apply the limits under paragraph 1.(a) based on looking at information for similarly situated customers.

(Continued on Sheet No. 9-1.1)

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**TECHNICAL AND SPECIAL TERMS FOR  
COGENERATION AND SMALL POWER PRODUCTION  
(Continued)**

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Section No. 9  
1st Revised Sheet No. 1.1

**INTERCONNECTION COSTS.** The reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the Company that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a qualifying facility. Costs are considered interconnection costs only to the extent that they exceed the corresponding costs which the Company would have incurred if it had not engaged in interconnected operations, but instead generated from its own facilities or purchased from other sources an equivalent amount of electric energy or capacity. Costs are considered interconnection costs only to the extent that they exceed the costs the utility would incur in selling electricity to the qualifying facility as a nongenerating customer.

**METERING CHARGE.** The monthly metering charge recovers the cost and installation of the additional meter and the associated billing, operating, and maintenance expenses.

**MN DIA.** The Minnesota Distributed Energy Resource Interconnection Agreement. See Company Section 10 tariff.

**MN DIP.** The Minnesota Distributed Energy Resource Interconnection Process. See Company Section 10 tariff. The MN DIA shall be considered to be part of the MN DIP.

**MN TECHNICAL REQUIREMENTS (OR MINNESOTA TECHNICAL REQUIREMENTS).** These are as defined in the MN DIP, Attachment 1, Glossary of Terms, and also include all requirements in the Operating Agreement attached to the MN DIA.

**NET INTERCONNECTION CHARGE.** The net interconnection charge will be assessed on a non-refundable basis to recover the Company's reasonable costs of connection, switching, transmission, distribution, safety provisions, and administrative costs that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a QF or NMF in excess of the facilities and expenses recovered in the monthly metering charge.

**NET METERED FACILITY (NMF).** An electric generation facility constructed for the purpose of offsetting energy use through the use of renewable energy or high-efficiency distributed generation sources.

**OFF PEAK PERIOD.** The off peak period contains all other hours not included in the on peak period. Definition of on peak and off peak period is subject to change with change in Company's system operating characteristics.

**ON PEAK PERIOD.** The on peak period contains all hours between 9:00 a.m. and 9:00 p.m., Monday through Friday, except the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a designated holiday occurs on Saturday, the preceding Friday will be designated a holiday. When a designated holiday occurs on Sunday, the following Monday will be designated a holiday.

**QUALIFYING FACILITY (QF).** A qualifying facility is a cogeneration or small power production facility which satisfies the conditions in 18 Code of Federal Regulations Part 292.

**SMALL QUALIFYING FACILITY (SQF).** A small qualifying facility is a qualifying facility with certified capacity of 100 kW AC or less.

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**EXCESS GENERATION-AVERAGE RETAIL UTILITY ENERGY  
SERVICE  
RATE CODE A50**

Section No. 9  
32nd Revised Sheet No. 2

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**AVAILABILITY**

This service corresponds to Minn. R. 7835.4012 and Minn. R. 7835.4013 (Average Retail Energy Rate) and to Paragraph 3.a of the Uniform Statewide Contract for Cogeneration and Small Power Production. Available to any qualifying facility (QF) of less than 40 kW AC capacity who receives non-time of day retail electric service from Company and offsets energy delivered by Company. The A50 Rate Code applies to the extent the energy delivered by the customer exceeds that supplied by the Company during the monthly billing period, and the rates below are for that net excess generation.

**RATE**

Metering charges are as set forth in the Section 10 tariff

Payment per kWh for Energy Delivered to Company in Excess of Energy Used	<u>Oct-May</u>	<u>Jun-Sep</u>	
With Retail Non-Demand Metered Service	\$0.14281	\$0.15874	R
With Retail Demand Metered Service	\$0.09526	\$0.10233	R

**TERMS AND CONDITIONS OF SERVICE**

1. Energy used by customer in excess of energy delivered by the QF at the same site during the same billing period shall be billed in accordance with the appropriate non-time of day retail electric rate.
2. For demand metered General Service customers, the entire kW demand supplied by the Company at the same site during the same billing period shall be billed to the customer according to the appropriate general service demand charge rate.
3. Interconnection charges will be assessed by the Company on an individual basis for all costs associated with addition to or modification of Company facilities to accommodate the QF. The net interconnection charge is the responsibility of the QF.
4. The voltage and phase of customer's generator must be consistent with existing service and approved by the Company.
5. The customer must comply with the MN Technical Requirements.

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SALE TO COMPANY AFTER CUSTOMER SELF-USE  
RATE CODE A51, A52**

Section No. 9  
30th Revised Sheet No. 3

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**AVAILABILITY**

This service corresponds to Minn. R. 7835.4012, .4014 (Simultaneous Purchase and Sale Billing Rate) and .4015 (Time-of-Day Purchase Rates) and to Paragraphs 3.b., 3.c., 4.a and 4.b of the Uniform Statewide Contract for Cogeneration and Small Power Production. Available to any qualifying facility (QF) customer of less than 1,000 kW AC capacity. The energy payment rates below apply to the energy which the customer exports to the Company after any self-use by the customer.

**RATE**

Metering charges are as set forth in the Section 10 tariff

Where the customer receives non-time of day retail electric service, the following Rate Code applies.

Payment Schedule for Energy Delivered to Company (A51)	<u>Oct-May</u>	<u>Jun-Sep</u>	
Energy Payment per kWh	\$0.03205	\$0.03408	R
Capacity Payment for Firm Power per kWh	\$0.00178	\$0.01299	R

Where the customer receives time of day retail electric service, the following Rate Code applies.

Payment Schedule for Energy Delivered to Company (A52)	<u>Oct-May</u>	<u>Jun-Sep</u>	
On Peak Energy Payment per kWh	\$0.03791	\$0.04656	R
Off Peak Energy Payment per kWh	\$0.02888	\$0.02757	R
Capacity Payment for Firm Power per On Peak kWh	\$0.00514	\$0.03722	R

**DETERMINATION OF FIRM POWER**

The customer will have supplied firm power if during the billing period an on peak capacity factor of at least 65% was achieved. The calculation of the on peak capacity factor will be as follows: the average on peak period metered capacity delivered to the Company for the on peak period of the billing period divided by the greatest 15 minute metered capacity delivered for the on peak period of the same billing period expressed in percent and rounded to the nearest whole percent. If the percent calculated is 65 or greater, capacity payment will be made. If the percent calculated is less than 65, capacity payment will not be made.

(Continued on Sheet No. 9-3.1)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SALE TO COMPANY AFTER CUSTOMER SELF-USE  
RATE CODE A51, A52 (Continued)**

Section No. 9  
1st Revised Sheet No. 3.1

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**TERMS AND CONDITIONS OF SERVICE**

1. Electric service provided by Company to customer at the same site shall be billed in accordance with the retail rate applicable to the customer.
2. Interconnection charges will be assessed by the Company on an individual basis for all costs associated with addition to or modification of Company facilities to accommodate the customer. The net interconnection charge is the responsibility of the customer.
3. The voltage and phase of customer's generator must be consistent with existing service and approved by the Company.
4. The customer must comply with the MN Technical Requirements.
5. Individual System Capacity Limits apply.

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**MONTHLY NET METERING  
RATE CODE A53, A54**

Section No. 9  
29th Revised Sheet No. 4

**AVAILABILITY**

This service corresponds to Minn. R. 7835.4012, .4014 (Simultaneous Purchase and Sale Billing Rate) and .4015 (Time-of-Day Purchase Rates) and to Paragraphs 3.b., 3.c., 4.a. and 4.b. of the Uniform Statewide Contract for Cogeneration and Small Power Production. Available to any qualifying facility (QF) customer of less than 1,000 kW AC capacity. The energy payment rates below apply to the extent the energy delivered by the customer exceeds that supplied by the Company during the monthly billing period, and the rates below are for that net excess generation.

**RATE**

Metering charges are as set forth in the Section 10 tariff

Where the customer receives non-time of day retail electric service, the following Rate Code applies.

Payment Schedule for Energy Delivered to Company in Excess  
of Energy Used (A53)

	<u>Oct-May</u>	<u>Jun-Sep</u>	
Energy Payment per kWh	\$0.03205	\$0.03408	R
Capacity Payment for Firm Power per kWh	\$0.00178	\$0.01299	R

Where the customer receives time of day retail electric service, the following Rate Code applies.

Payment Schedule for Energy Delivered to Company in Excess  
of Energy Used (A54)

	<u>Oct-May</u>	<u>Jun-Sep</u>	
On Peak Energy Payment per kWh	\$0.03791	\$0.04656	R
Off Peak Energy Payment per kWh	\$0.02888	\$0.02757	R
Capacity Payment for Firm Power per On Peak kWh	\$0.00514	\$0.03722	R

**DETERMINATION OF FIRM POWER**

The customer will have supplied firm power if during the billing period an on peak capacity factor of at least 65% was achieved. The calculation of the on peak capacity factor will be as follows: the average on peak period metered capacity delivered to the Company for the on peak period of the billing period divided by the greatest 15 minute metered capacity delivered for the on peak period of the same billing period expressed in percent and rounded to the nearest whole percent. If the percent calculated is 65 or greater, capacity payment will be made. If the percent calculated is less than 65, capacity payment will not be made.

(Continued on Sheet No. 9-4.1)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**MONTHLY NET METERING  
RATE CODE A53, A54 (Continued)**

Section No. 9  
1st Revised Sheet No. 4.1

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**TERMS AND CONDITIONS OF SERVICE**

1. Electric service provided by Company to customer in excess of energy delivered by the QF at the same site during the same billing period shall be billed in accordance with the retail rate applicable to customer.
2. For demand metered General Service customers, the entire kW demand supplied by the Company at the same site during the same billing period shall be billed to the customer according to the appropriate general service demand charge rate.
3. Interconnection charges will be assessed by the Company on an individual basis for all costs associated with addition to or modification of Company facilities to accommodate the customer. The net interconnection charge is the responsibility of the customer.
4. The voltage and phase of customer's generator must be consistent with existing service and approved by the Company.
5. The customer must comply with the MN Technical Requirements.
6. Individual System Capacity Limits apply.

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**ANNUAL NET METERING (KWH BANKING OPTION)  
RATE CODE A55, A56**

Section No. 9  
9th Revised Sheet No. 4.2

**Availability**

This service corresponds to Minn. R. 7835.4012, .4014 (Simultaneous Purchase and Sale Billing Rate), .4015 (Time-of-Day Purchase Rates), and .4017 (Net Metered Facility; Bill Credits), and to Paragraphs 5.a, 5.b, and 5.c of the Uniform Statewide Contract for Cogeneration and Small Power Production. Available to a qualifying facility (QF) or Net Metered Facility (NMF) customer who elects to be compensated for net input into the utility's system in the form of a kilowatt-hour credit on the customer's bill for that customer's account, subject to the following conditions:

- A. The customer is not receiving a value of solar rate under Minnesota Statutes, section 216B.164, subdivision 10;
- B. The customer is interconnected with the Company; and
- C. The customer has at least 40 kilowatt AC capacity but less than 1,000 kilowatt AC capacity.

Metering charges are as set forth in the Section 10 tariff

The Company compensates the customer, in the form of an energy payment, for the bank balance for kWh credits annually at the rate set forth below.

		<u>Annual</u>	
Energy Payment per kWh for Customers on non-time of day Service Tariffs (A55)		\$0.03280	R
		<u>Annual</u>	
Time of Day Service Customers (A56)			
On Peak Energy Payment per kWh		\$0.04109	R
Off Peak Energy Payment per kWh		\$0.02840	R
Capacity Payment for Firm Power			
where customer receives	<u>Oct-May</u>	<u>Jun-Sep</u>	
non-time of day retail electric service per kWh	\$0.00178	\$0.01299	R
time of day retail electric service per on-peak kWh	\$0.00514	\$0.03722	R

**Determination of Firm Power**

The customer will have supplied firm power if during the billing period an on peak capacity factor of at least 65% was achieved. The calculation of the on peak capacity factor will be as follows: the average on peak period metered capacity delivered to the Company for the on peak period of the billing period divided by the greatest 15 minute metered capacity delivered for the on peak period of the same billing period expressed in percent and rounded to the nearest whole percent. If the percent calculated is 65 or greater, capacity payment will be made. If the percent calculated is less than 65, capacity payment will not be made.

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**ANNUAL NET METERING (KWH BANKING OPTION)  
RATE CODE A55, A56 (Continued)**

Section No. 9  
2nd Revised Sheet No. 4.3

**TERMS AND CONDITIONS OF SERVICE**

1. Electric service provided by Company to customer in excess of energy delivered by the QF or NMF including the depletion of any banked excess generation at the same site shall be billed in accordance with the retail rate applicable to customer.
2. For demand metered General Service customers, the entire kW demand supplied by the Company at the same site during the same billing period shall be billed to the customer according to the appropriate general service demand charge rate.
3. Interconnection charges will be assessed by the Company on an individual basis for all costs associated with addition to or modification of Company facilities to accommodate the customer. The net interconnection charge is the responsibility of the customer.
4. The voltage and phase of customer's generator must be consistent with existing service and approved by the Company.
5. The customer must comply with the MN Technical Requirements.
6. Individual System Capacity Limits apply.
7. The Company will credit customers electing to "bank" annually via an on-bill credit for that customer's account posted on the bill following the billing cycle that includes December 31 and reflects payment for the bank balance for kWh credits accumulated up through the closing date on that bill which includes December 31. The effect of netting customer generation against customer use occurs on a roughly annual basis, but for administrative purposes may be a few days off from a calendar year. The bank balance increases or decreases monthly, but at end of any given monthly billing cycle never goes below zero.
8. To choose Annual Net Metering, the customer should select Paragraphs 5.a. in the Uniform Statewide Contract for Cogeneration and Small Power Production, in addition to either Paragraph 5.b. or 5.c of that contract.
9. If the Customer has been accepted in the Solar Grant Program for Public Buildings under Minn. Stat. § 216C.377 by the Department of Commerce, then the following provisions apply:
  - A. The Customer is still eligible for the A55/A56 rate codes even though its system is less than 40 kW but needs to comply with the other requirements of this tariff except as noted in this Par. 9.
  - B. The Customer needs to choose Annual Net Metering, and to do this the customer needs to comply with the provisions in Par. 8 above.
  - C. Instead of the bank balance being paid to the Customer annually, any such amounts that would have been are forfeited to the Company. This is consistent with Minn. Stat. § 216C.377, Subd. 12.
  - D. The terms and conditions associated with the Solar Grant Program for Public Buildings are managed by the Department of Commerce.

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**RULES AND REGULATIONS APPLICABLE TO  
COGENERATION AND SMALL POWER PRODUCTION  
FACILITIES**

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Section No. 9  
3rd Revised Sheet No. 5

**APPLICATION OF THE MN DIP**

To the extent that an application or interconnection is subject to the MN DIP, and there is any inconsistency between the interconnection requirements of this Section 9 related to Cogeneration and Small Power Production and the MN DIP as set forth in the Section 10 tariff or the MN Technical Requirements, the interconnection requirements of the MN DIP and MN Technical Requirements shall control over the interconnection requirements of this Section 9 tariff related to Cogeneration and Small Power Production. Notwithstanding this, for purposes of interpreting this Section 9 tariff related to Cogeneration and Small Power Production the MN DIP or MN Technical Requirements will not control over the interconnection requirements of this Section 9 tariff related to Cogeneration and Small Power Production that define the terms "Qualifying Facility" and "Generation System".

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**FACILITY LOCATION AND COMPLIANCE**

Customer agrees to locate the qualifying facility (QF) or Net Metered Facility (NMF) so as to not cause a hazard to the Company distribution system. Wind generators may only be installed at Company approved locations that preclude any possibility of the generation system contacting any Company facilities if the system accidentally topples over. The total tower height, including the propeller when in the highest position, must be used in the determination. Customer agrees that the installation shall be in compliance with all applicable electric codes and the QF or NMF will be operated only after the installation has been inspected and approved by the appropriate authorities. Customer understands and agrees that Company approval of the proposed or installed QF or NMF does not preclude the necessity of customer obtaining all required permits, building and zoning variations, and applicable inspections.

**TECHNICAL INTERCONNECTION REQUIREMENTS**

The MN Technical Requirements apply. Before a customer signs the Uniform Statewide Contract, the Company must distribute to that customer a copy of, or electronic link to, the then-current MN Technical Requirements.

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**CONNECTION AND SAFETY DISCONNECT SWITCH**

Company agrees to permit customer to connect the proposed QF or NMF to the Company distribution system on the load side of customer's meter. The connection must be made through a customer provided, customer installed, National Electrical Manufacturer's Association approved, manual safety disconnect switch of adequate ampere capacity. The switch shall not open the neutral when the switch is open. This switch shall have provisions for being padlocked in the open position with a standard Company padlock. Customer agrees to locate the switch in a position accessible to Company personnel, and further agrees that the switch may be operated by Company personnel at all times that such operation is deemed necessary by Company for safety and operating reasons. QFs or NMFs using line commutated synchronous inverters shall have the inverters connected on the load side (QF or NMF side) of the safety disconnect switch.

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(Continued on Sheet No. 9-5.1)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**RULES AND REGULATIONS APPLICABLE TO COGENERATION  
AND SMALL POWER PRODUCTION FACILITIES (Continued)**

Section No. 9  
Original Sheet No. 5.1

**DISTRIBUTION SYSTEM ADEQUACY**

The proposed QF or NMF installation will be reviewed by Company to determine adequacy of the associated Company distribution system components. The customer agrees to reimburse Company for the addition, modification, or replacement of any distribution system components made necessary by customer's QF or NMF installation.

**INTERFERENCE**

Customer agrees to disconnect the QF or NMF from the Company distribution system or to reimburse Company for cost of necessary system modifications if operation of the QF or NMF causes radio, television, or electrical service interference to other customers, or interference with the operation of Company's system.

**SPECIAL METERING**

Customer agrees to allow Company at Company's expense to install necessary special metering and measuring equipment at the above address to provide information on the effect of the QF or NMF.

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(Continued on Sheet No. 9-6)

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**RULES AND REGULATIONS APPLICABLE TO  
COGENERATION AND SMALL POWER PRODUCTION  
FACILITIES (Continued)**

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Section No. 9  
3rd Revised Sheet No. 6

**MAIN SERVICE METERING SCENARIOS**

1. No Sale to Company

If customer does not intend to sell energy to Company, the billing of customer's electrical consumption provided by Company will be on the available retail rates and the electric meter measuring this consumption will be configured to allow measurement only of energy flow into the customer's premises. Customer will provide all meter socket replacement and rewiring required to accommodate this meter that measures energy flow in one direction only. Where the customer chooses no sale to the Company, the customer will need to sign either the Section 10 Interconnection Agreement where the MN DIP does not apply, or the MN DIA where the MN DIP does apply, but does not need to sign the Section 9 Uniform Statewide Contract. Even if the no sale option is selected, for systems sized 40 kW AC or larger, the customer will still need a production meter for a new interconnection of a generating system, and the metering charge will correspond to the applicable metering charge in the Section 10 tariff.

Or

2. Sale of All or Part of Customer Produced Energy

If customer intends to sell energy to Company under this Section 9 tariff, a meter will be installed by the Company that will record energy delivered. Production meters are not required for systems rated under 40 kW. Customer will provide all meter socket replacement and rewiring required to install any applicable meter.

**REVENUE LOSS**

Company shall not be liable for revenue lost by customer due to Company's inability to purchase or wheel customer generated energy for any reason not within Company's reasonable control.

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(Continued on Sheet No. 9-7)

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**RULES AND REGULATIONS APPLICABLE TO  
COGENERATION AND SMALL POWER PRODUCTION  
FACILITIES (Continued)**

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Section No. 9  
2nd Revised Sheet No. 7

**KIND OF CUSTOMER SERVICE SUPPLIED TO COMPANY**

Customer agrees to supply and Company agrees to accept electric service in the form of \_\_\_\_\_ phase,  
\_\_\_\_\_ wire, alternating current at a nominal frequency of 60 hertz, and at a nominal voltage of  
\_\_\_\_\_ located at \_\_\_\_\_.

**PARALLEL OPERATION**

Customer shall provide the necessary equipment as approved by Company to operate the QF or NMF in parallel with Company's distribution system. The QF or NMF shall be equipped consistent with the MN Technical Requirements.

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**INSURANCE**

The customer shall maintain during the term of this agreement liability insurance which insures customer against all claims for property damage and for personal injury or death arising out of, resulting from, or in any manner connected with the installation, operation, and maintenance of the QF or NMF. The insurance requirements are as set forth in the Section 10 tariff.

**SPECIAL LOSS FACTOR ADJUSTMENT**

If the QF or NMF is located at a site outside Company service territory and energy is delivered to Company through facilities owned by another utility, energy payments will be adjusted downward reflecting losses occurring between point of generation and point of receipt by Company.

(Continued on Sheet No. 9-8)

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**RULES AND REGULATIONS APPLICABLE TO COGENERATION  
AND SMALL POWER PRODUCTION FACILITIES (Continued)**

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Section No. 9  
3rd Revised Sheet No. 8

**SPECIAL INTERCONNECTION FACILITIES**

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 QF or NMF will require QF or NMF to pay a net interconnection charge in advance.

**METERING REQUIREMENTS**

The QF or NMF shall make provision for on-site metering. On-site use of QF or NMF output shall be unmetered for purposes of compensation. QF or NMF shall cooperate with and allow Company to install and have access to on-site monitoring equipment for purposes of gathering QF or NMF performance data. A Company-owned bi-directional meter is required to be installed at each service location associated with each new Customer generation source subject to this tariff. A production meter may be required, in addition to the bi-directional meter, in certain circumstances. A production meter is not required for systems rated under 40 kW AC, unless that system is subject to an incentive or program rule requiring a production meter (e.g., Solar\*Rewards). A production meter is required for all systems rated 40 kW AC or above. Customer will provide all meter housing and socket replacement and rewiring to install the metering.

**BI-DIRECTIONAL METER**

A bi-directional meter located at the main service will record energy delivered to the customer from the Company, and energy received by the Company from customer. Installation of a new bi-directional meter may not be required if the configuration of a customer's facilities allows and a previously installed bi-directional meter provides the information necessary for billing purposes.

**PRODUCTION METER**

The second (Production) meter will record energy generated by the QF or NMF system only. The Company shall install, or cause to be installed, own, operate and maintain the Production meter to measure the AC production of the QF or NMF system when a production meter is required. At customer's request, additional production meters, beyond Company-required production meters, may be installed if approved by the Company at the Customer's expense.

**METERING CHARGES**

Customer shall be charged the applicable metering charges as set forth in the Section 10 tariff. Payment for any additional facilities required by Company to accommodate the QF or NMF system will be consistent with the MN DIP, and where applicable, the MN DIA.

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(Continued on Sheet No. 9-8.1)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-20-606		Order Date:	11-24-20

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**RULES AND REGULATIONS APPLICABLE TO COGENERATION  
AND SMALL POWER PRODUCTION FACILITIES (Continued)**

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Section No. 9  
Original Sheet No. 8.1

**AGGREGATION OF METERS**

The Company will aggregate meters at the request of a customer for services provided under Rate Codes A50, A51, A52, A53, A54, A55 or A56. The Company must aggregate for billing purposes a customer's designated distributed generation bi-directional meter with one or more aggregated retail meters if a customer requests that it do so. To qualify for aggregation:

- 1.) the meters must be located on contiguous property owned by the customer requesting the aggregation,
- 2.) the account(s) associated with the meters must be in the name of the same customer,
- 3.) the retail services associate with the aggregated meters of a customer must be either all time-of-day or all non-time-of-day,
- 4.) the total of all aggregated meters must be subject in the aggregate to the size limitation under the single Rate Code chosen by the customer applicable to all of the aggregated meters (i.e., Rate Code A50, A51, A52, A53, A54, A55 or A56), and
- 5.) if the customer has chosen the A53, A54, A55 or A56 rate code, the total of all aggregated meters is subject in the aggregate to the Individual System Capacity Limits,

As the term is used here, "contiguous property" means property owned or leased by the customer sharing a common border, without regard to interruptions in contiguity caused by easements, public thoroughfares, transportation rights-of-way, or Company rights-of-way. The Company must comply with a request by a customer-generator to aggregate additional meters within 90 days. The specific meters must be identified at the time of the request. In the event that more than one meter is identified, the customer must designate the rank order for the aggregated meters to which the net metered credits are to be applied. At least 60 days prior to the beginning of the next annual billing period, a customer may amend the rank order of the aggregated meters. The aggregation of meters applies only to charges that use kilowatt-hours as the billing determinant. All other charges applicable to each meter account shall be billed to the customer. The Company will first apply the kilowatt-hour credit to the charges for the designated meter and then to the charges for the aggregated meters in the rank order specified by the customer. If the Net Metered Facility supplies more electricity to the Company than the energy usage recorded by the customer-generator's designated and aggregated meters during a monthly billing period, the Company will apply, at the election of the customer, any excess production based on a monthly credit (Rate Codes A50, A51, A52, A53 or A54) or the Annual Net Metering (kWh Banking Option, Rate Codes A55 or A56). Where a monthly credit is chosen, Company shall apply monetary credits to the customer's next monthly bill for the excess kilowatt-hours. The fee to cover the administrative costs incurred in implementing meter aggregation requests is \$3.00 per month per retail meter for the meters that are aggregated.

(Continued on Sheet No. 9-8.2)

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**RULES AND REGULATIONS APPLICABLE TO COGENERATION  
AND SMALL POWER PRODUCTION FACILITIES (Continued)**

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Section No. 9  
1st Revised Sheet No. 8.2

**OWNERSHIP OF RENEWABLE ENERGY CREDITS**

Generators own all renewable energy credits unless:

- A. other ownership is expressly provided for by a contract between a generator and a utility;
- B. state law specifies a different outcome; or
- C. specific Commission orders or rules specify a different outcome.

**DISTRIBUTED GENERATION PPAs WHERE RATE CODES A51-A56 DO NOT APPLY**

If a qualifying facility (QF) has capacity of at least 40 kW AC but less than 1,000 kW AC and does not comply with the Individual System Capacity Limits, then the rate codes A51-A56 do not apply. These rate codes also do not apply, for example, where the QF or other distributed generation (DG) has a capacity of 1,000 kW AC or more. In circumstances where Rate Codes A51-A56 do not apply, then the Section 9 Uniform Statewide Contract also does not apply. Where the Section 9 Uniform Statewide Contract does not apply, the DG customer may apply for interconnection under the Company's Section 10 tariff. Whether the Company pays for energy or capacity delivered to it would depend on whether there is a power purchase agreement (PPA) and further depend on the rates, terms and conditions in the PPA. Nothing in this tariff shall be construed to obligate Company to enter into a PPA. The obligation to enter into such a PPA with a DG customer takes into consideration many factors, including whether there is a Legally Enforceable Obligation (LEO) of the Company to enter into such a PPA and the proposed rates, terms and conditions. The Company may also voluntarily enter into a PPA with a DG customer. Should a DG customer and Company enter into a PPA where the Section 9 Uniform Statewide Contract does not apply (and no other Section 9 tariffed contract applies, such as a Solar\*Rewards contract), then the following procedures will apply:

1. If the DG is over 10 MW AC nameplate capacity, then the PPA along with the associated Interconnection Agreement will need to be approved by the Commission.
2. If the DG has a nameplate capacity of 40 kW up to and including 10 MW AC, and is for a term of more than 5 years, the Company shall file the PPA with the Commission and the Company shall be permitted to proceed with the PPA beginning 32 days after filing if no objection or intent to object is filed within 30 days of filing. If there is an objection or intent to object filed in this 30-day time frame, then the Commission will need to issue an order approving the PPA before the PPA is approved.
3. If the DG has a nameplate capacity of 40 kW up to and including 10 MW AC, and is for a term of 5 years or less, the Company may proceed with the PPA, but the Commission can examine the prudence of rates in the PPA during any request for rate recovery.
4. Notwithstanding the above, if the Commission has otherwise directed that a Commission order is needed for the PPA to be approved then that Commission directive shall apply.

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**STANDARD CONTRACT AND AGREEMENT FORMS**

Section No. 9  
1st Revised Sheet No. 9

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Listed below are the titles of standard contract or service agreement forms Company requires of customers for cogeneration and small power production purchase services. Copies of the forms are shown on the following sheets in the order listed.

1. Uniform Statewide Contract for Cogeneration and Small Power Production Facilities

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The form for the Uniform Statewide Contract must be applied to all new and existing interconnections between the Company and cogeneration and small power production facilities having less than 1,000 kilowatts AC of capacity except that any existing interconnection contract executed between the Company and a QF with capacity of less than 40 kilowatts AC remains in force until terminated by mutual agreement of the parties or as otherwise specified in the contract.

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**UNIFORM STATEWIDE CONTRACT FOR  
COGENERATION AND SMALL POWER PRODUCTION  
FACILITIES**

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Section No. 9  
2nd Revised Sheet No. 10

**UNIFORM STATEWIDE CONTRACT FOR  
COGENERATION AND SMALL POWER PRODUCTION FACILITIES**

THIS CONTRACT is entered into \_\_\_\_\_, \_\_\_\_\_, by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc., (hereafter called "Utility") and \_\_\_\_\_ (hereafter called "QF").

**RECITALS**

The QF has installed electric generating facilities, consisting of \_\_\_\_\_ (Description of facilities), rated at \_\_\_\_\_ kilowatts of electricity, on property located at \_\_\_\_\_.

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The QF is prepared to generate electricity in parallel with the Utility.

The QF's electric generating facilities meet the requirements of the Minnesota Public Utilities Commission (hereafter called "Commission") rules on Cogeneration and Small Power Production and any technical standards for interconnection the Utility has established that are authorized by those rules.

The Utility is obligated under federal and Minnesota law to interconnect with the QF and to purchase electricity offered for sale by the QF.

A contract between the QF and the Utility is required by the Commission's rules.

**AGREEMENTS**

The QF and the Utility agree:

1. The Utility will sell electricity to the QF under the rate schedule in force for the class of customer to which the QF belongs.
2. The Cooperative Electric Association or Municipally Owned Electric Utility will buy electricity from the QF under the current rate schedule filed with the Commission. The QF elects the rate schedule category hereinafter indicated:
  - \_\_\_\_\_ a. Average retail utility energy rate under part 7835.3300.
  - \_\_\_\_\_ b. Simultaneous purchase and sale billing rate under part 7835.3400.
  - \_\_\_\_\_ c. Time-of-day purchase rates under part 7835.3500.

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A copy of the presently filed rate schedule is attached to this contract.

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(Continued on Sheet No. 9-10.1)

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		President, Northern States Power Company, a Minnesota Corporation		
Docket No.	E002/M-16-222		Order Date:	05-22-17

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**UNIFORM STATEWIDE CONTRACT FOR  
COGENERATION AND SMALL POWER PRODUCTION  
FACILITIES (Continued)**

Section No. 9  
Original Sheet No. 10.1

3. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. If the QF has less than 40 kilowatts capacity, the QF elects the rate schedule category hereinafter indicated:

- \_\_\_\_\_ a. Average retail utility energy rate under part 7835.4013.  
\_\_\_\_\_ b. Simultaneous purchase and sale billing rate under part 7835.4014.  
\_\_\_\_\_ c. Time-of-day purchase rates under part 7835.4015.

A copy of the presently filed rate schedule is attached to this contract.

4. The Utility will buy electricity from the QF under the current rate schedule filed with the Commission. If the QF is not a net metered facility and has at least 40 kilowatts capacity but less than 1,000 kilowatt capacity, the QF elects the rate schedule category hereinafter indicated:

- \_\_\_\_\_ a. Simultaneous purchase and sale billing rate under part 7835.4014.  
\_\_\_\_\_ b. Time-of-day purchase rates under part 7835.4015.

A copy of the presently filed rate schedule is attached to this contract.

5. The Utility will buy electricity from a net metered facility under the current rate schedule filed with the Commission or will compensate the facility in the form of a kilowatt-hour credit on the facility's energy bill. If the net metered facility has at least 40 kilowatts capacity but less than 1,000 kilowatts capacity, the QF elects the rate schedule category hereinafter indicated (choose par. a, and then also choose either par. b or par. c):

- \_\_\_\_\_ a. Kilowatt-hour energy credit on the customer's energy bill, carried forward and applied to subsequent energy bills, with an annual true-up under part 7835.4017.  
\_\_\_\_\_ b. Simultaneous purchase and sale billing rate under part 7835.4014.  
\_\_\_\_\_ c. Time-of-day purchase rates under part 7835.4015.

A copy of the presently filed rate schedule is attached to this contract.

6. The rates for sales and purchases of electricity may change over the time this contract is in force, due to actions of the Utility or of the Commission, and the QF and the Utility agree that sales and purchases will be made under the rates in effect each month during the time this contract is in force.

(Continued on Sheet No. 9-11)

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**UNIFORM STATEWIDE CONTRACT FOR  
COGENERATION AND SMALL POWER PRODUCTION  
FACILITIES (Continued)**

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Section No. 9  
1st Revised Sheet No. 11

7. The Utility will compute the charges and payments for purchases and sales for each billing period. Any net credit to the QF, other than kilowatt-hour credits under clause 5, will be made under one of the following options as chosen by the QF.
- \_\_\_\_\_ a. Credit to the QF's account with the Utility.
- \_\_\_\_\_ b. Paid by check to the QF within 15 days of the billing date.
8. Renewable energy credits associated with generation from the facility are owned by:  
\_\_\_\_\_.
9. The QF must operate its electric generating facilities within any rules, regulations, and policies adopted by the Utility not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for the QF (Northern States Power Company's Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities are attached). This agreement does not waive the QF's right to bring a dispute before the Commission as authorized by Minnesota Rules, part 7835.4500, and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.
10. The Utility's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production.
11. The QF will operate its electric generating facilities so that they conform to the national, state, and local electric and safety codes, and will be responsible for the costs of conformance.
12. The QF is responsible for the actual, reasonable costs of interconnection which are estimated to be \$ \_\_\_\_\_. The QF will pay the Utility in this way: \_\_\_\_\_.
13. The QF will give the Utility reasonable access to its property and electric generating facilities if the configuration of those facilities does not permit disconnection or testing from the Utility's side of the interconnection. If the Utility enters the QF's property, the Utility will remain responsible for its personnel.
14. The Utility may stop providing electricity to the QF during a system emergency. The Utility will not discriminate against the QF when it stops providing electricity or when it resumes providing electricity.

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(Continued on Sheet No. 9-12)

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Date Filed:	03-11-16	By: Christopher B. Clark	Effective Date:	07-21-17
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Docket No.	E002/M-16-222		Order Date:	05-22-17

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**UNIFORM STATEWIDE CONTRACT FOR  
COGENERATION AND SMALL POWER PRODUCTION  
FACILITIES (Continued)**

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Section No. 9  
1st Revised Sheet No. 12

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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|
| 15. The Utility may stop purchasing electricity from the QF when necessary for the Utility to construct, install, maintain, repair, replace, remove, investigate, or inspect any equipment or facilities within its electric system. The Utility will notify the QF before it stops purchasing electricity in this way: _____                                                                                | T |
| _____                                                                                                                                                                                                                                                                                                                                                                                                        | T |
| 16. The QF will keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its electric generating facilities. The amount of insurance coverage will be \$ _____ (The amount must be consistent with the Commission's interconnection standards under Minnesota Rules, part 7835.4750).                                                | T |
|                                                                                                                                                                                                                                                                                                                                                                                                              | C |
|                                                                                                                                                                                                                                                                                                                                                                                                              | C |
| 17. This contract becomes effective as soon as it is signed by the QF and the Utility. This contract will remain in force until either the QF or the Utility gives written notice to the other that the contract is canceled. This contract will be canceled 30 days after notice is given.                                                                                                                  | T |
| 18. This contract contains all the agreements made between the QF and the Utility except that this contract shall at all times be subject to all rules and orders issued by the Public Utilities Commission or other government agency having jurisdiction over the subject matter of this contract. The QF and the Utility are not responsible for any agreements other than those stated in this contract. | T |

THE QF AND THE UTILITY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

**QF**

**NORTHERN STATES POWER COMPANY, a  
Minnesota corporation and wholly owned  
subsidiary of Xcel Energy Inc.**

By \_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

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Date Filed:	03-11-16	By: Christopher B. Clark	Effective Date:	07-21-17
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**UNIFORM STATEWIDE CONTRACT FOR  
COGENERATION AND SMALL POWER PRODUCTION  
FACILITIES - Approved Nonstandard Provisions  
Consistent with Minn. R. 7835.9920**

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Section No. 9  
1st Revised Sheet No. 12.1

1. Where a tenant has signed the Uniform Statewide Contract for a generation system that is the subject of a Solar\*Rewards Contract with Addendum for Solar\*Rewards Customer Contract (Addressing Solar\*Rewards Program for Low-Income Tenants for Single Family Homes or Multi-Unit Dwellings), and that tenant later moves out and a new tenant moves in, then that new tenant (and any subsequent tenant) who is receiving electrical service at that premise shall be entitled to the net metering benefits as set forth in the Uniform Statewide Contract without the need for that tenant to sign the Uniform Statewide Contract. The terms and conditions, and benefits and responsibilities, set forth in the Uniform Statewide Contract shall apply to the then-current tenant. In the absence of an affirmative selection by the tenant, then the A50 net metering rate code shall apply. The then-current tenant can contact Northern States Power Company by telephone or other reasonable means mutually agreed upon at any time to change this selection from among the available net metering rate codes for that premise. Northern States Power Company shall provide written notice to the then-current tenant of the applicability of the Uniform Statewide Contract and of the applicable net metering rate code.
2. Where a landlord owner of a premises is the owner of a non-Solar\*Rewards DER system that is the subject of a Section 10 tariff Interconnection Agreement or MN DIA, and that DER system is connected to the meter where a tenant is the named Customer receiving retail electrical service, then the tenant (and any subsequent tenant) who is receiving electrical service at that premise shall be entitled to the net metering benefits as set forth in the Uniform Statewide Contract without the need for that tenant to sign the Uniform Statewide Contract. As used in this section, and consistent with Minn. Stat. § 216B.02, the term "tenant" means any of the following: 1. a tenant or cooperative or condominium owner in a building owned, leased, or operated by the owner of the DER system; or 2. an occupant of a manufactured home or trailer park owned, leased, or operated by the owner of the DER system. The benefits (but not the responsibilities) of net metering as, set forth in the Uniform Statewide Contract shall flow to the named customer whose meter is connected to the DER, subject to offset for metering charges. The named customer remains responsible for terms, conditions and responsibilities of all retail electric customers that may also be identified as responsibilities in the Uniform Statewide Contract. In the absence of an affirmative selection by the tenant, then the A50 net metering rate code shall apply provided that the tenant would otherwise qualify for that rate code. If the tenant does not qualify for the A50 net metering rate code, then in the absence of a selection by the tenant the A55 net metering rate code shall apply for retail customers on non-time of day service, and the A56 net metering rate code shall apply for retail customers on time of day service, provided that the tenant would otherwise qualify for these rate codes. The then-current tenant can contact Northern States Power Company by telephone or other reasonable means mutually agreed upon at any time to change this selection from among the available net metering rate codes for that premise. Northern States Power Company shall provide written notice to the then-current tenant of the applicability of certain provisions of the Uniform Statewide Contract and of the applicable net metering rate code. The monthly metering charges associated with the QF DER system would be applied to the tenant notwithstanding provisions to the contrary that may be in the Interconnection Agreement or MN DIA, and the net metering benefits less monthly metering charges are the only terms being assigned from the Interconnection Customer to the named customer receiving retail service at the meter where the DER is interconnected. This tariff provision only applies where the DER system is physically connected to the meter where a tenant is the named Customer receiving retail electric service. Accordingly, in the case of multi-tenant apartment buildings, this tariff provision only applies where the DER system is physically connected to the meter where a tenant is the named Customer receiving retail electric service.

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**SOLAR\*REWARDS CUSTOMER CONTRACT  
(CLOSED TO NEW APPLICANTS)**

Section No. 9  
1st Revised Sheet No. 13

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

**SOLAR\*REWARDS**

**CUSTOMER CONTRACT**

**Customer-Sited Photovoltaic (PV) Systems Greater than 0.5 kW and Less than 40 kW DC Nameplate Capacity**

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and \_\_\_\_\_ (whether one or more, "Customer"), whose mailing address for billing and notice purposes is: \_\_\_\_\_, concerning electric service at the following address: \_\_\_\_\_ (the "Service Address").

**1. Fact Background.**

- a. Customer will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 0.5 kilowatts and less than 40 kilowatts direct current ("DC"), on property located at the Service Address.
- b. Customer's PV System also meets the requirements of the Minnesota Public Utilities Commission (the "Commission") Rules Chapter 7835 on Cogeneration and Small Power Production and any technical standards for interconnection the Company has established that are authorized by those Rules.
- c. Customer is prepared to generate electricity in parallel with the Company using the PV System.
- d. Customer has submitted to Company an application and paid an application fee of \$250.00, to participate in Company's Solar\*Rewards program using the PV System.
- e. The Company is obligated under federal and Minnesota state law to interconnect with Customer and to purchase electricity generated by Customer through qualifying facilities and offered for sale to Company by Customer.
- f. Customer and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar\*Rewards Program"), and related matters.

(Continued on Sheet No. 9-14)

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		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-1015		Order Date:	07-23-14



<b>SOLAR*REWARDS CUSTOMER CONTRACT (CLOSED TO NEW APPLICANTS) (Continued)</b>	Section No. 9 1st Revised Sheet No. 14
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## 2. Purchases and Sales of Electricity.

Customer and Company agree:

- a. Company will sell electricity to Customer under the rate schedule in force for the class of customer to which Customer belongs.
- b. Customer agrees to supply electricity generated by the PV System in the form of \_\_\_\_ phase, \_\_\_\_ wire, alternating current at the nominal frequency of 60 hertz, and at a nominal voltage of \_\_\_\_.
- c. Company will buy electricity generated by the PV System from Customer under the applicable Company rate schedule filed with the Commission. Customer elects to sell electricity generated by the PV System in excess of Customer's own use under the terms of the Company Net Metering rate code that the Customer qualifies for as designated by the Customer.

The rates, terms and conditions for sales and purchases of electricity may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that sales and purchases will be made under the rates in effect each month during the time this Contract is in force. At any time after making its initial election, the Customer can change this election to another rate code for which the Customer qualifies by calling the Company or by confirming the change through email communication with the Company. If the Customer no longer qualifies for its designated rate code, the Company will provide notice to the Customer and Customer will no longer be able to be on a rate code for which the Customer does not qualify.

- d. Customer will pay a monthly metering charge under the Company tariff elected by the Customer, provided in Exhibit 2, and according to meter installation requirements in Section 5b. The monthly metering charge pays for the cost and installation of a bi-directional meter at the Service Address which measures electricity delivered by the Company to the Customer and energy received by the Company from the Customer, and the associated billing, operating and maintenance expenses. The metering charge may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that the metering charge will be under the rates in effect each month during the time this Contract is in force.

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(Continued on Sheet No. 9-15)

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		President, Northern States Power Company, a Minnesota corporation		
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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
2nd Revised Sheet No. 15

**2. Purchases and Sales of Electricity. (Continued)**

- e. The Company will compute the charges and payments for purchases and sales of electricity for each billing period. If the payments for electricity generated by the PV System and sold to Company exceed the charges for electricity which the Company supplies and sells to Customer (i.e. net positive production by the PV System), the credit will accumulate on the Company's billing statement to Customer and will be paid by check to Customer within fifteen (15) days of the billing date once the accumulated credit exceeds \$25.00.
- f. Company may stop providing electricity to Customer during a system emergency, without notice. Company will give Customer prior notice by telephone or regular U.S. mail when Company is to stop providing electricity in non-emergency circumstances. The Company will not discriminate against Customer when it stops providing electricity or when it resumes providing electricity. Company may stop purchasing electricity from Customer when necessary to construct, install, maintain, repair, replace, remove, investigate or inspect any equipment or facilities within its electric system when this activity would be adversely affected if customer were supplying power to the system. Company will give Customer prior notice by telephone or regular U.S. mail letter when Company will stop purchasing electricity from Customer.

**3. Ownership of Renewable Energy Credits.**

Customer and Company agree:

- a. On the terms and subject to the conditions set forth in this Contract, the Customer agrees to convey to the Company and the Company will own all of the Renewable Energy Credits ("RECs"), defined in Section 5(l) below generated by the PV System at the Service Address for a term of twenty (20) years from the installation date set forth in the "Actual System Installation Information" attached to this Contract as Exhibit 1.
- b. In consideration for Customer's participation in Company's Solar\*Rewards Program, Company shall make a one (1) time payment to Customer of \$1.50 per watt DC capacity that is installed, to be paid by Company to Customer in the form of a check and not as a bill credit, within thirty (30) business days of Customer's delivery to Company of (i) completed Exhibit 1, certifying installation of the PV System at the Service Address, and (ii) a certified test report verifying successful completion of testing procedures on the PV System.

**4. Representations by Customer.**

Customer hereby makes the following representations and warranties to Company:

- a. Customer warrants that the person signing this Contract on behalf of Customer is authorized and competent to sign this Contract and to bind Customer to the terms of this Contract.
- b. Customer receives electric service from Company at the Service Address set forth above, is the person in whose name electric service is listed at the Service Address, and is the owner of the property at the Service Address.

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(Continued on Sheet No. 9-16)

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Docket No.	E002/M-13-1015		Order Date:	07-23-14

**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

Section No. 9  
3rd Revised Sheet No. 16

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**4. Representations by Customer. (Continued)**

- c. Customer is an end-use electric consumer located within the electric service territory of Company in Minnesota whose primary business is not the generation of electricity for retail or wholesale sale from the same facility. Customer is not installing the PV System at the Service Address in connection with a business of developing or improving real estate for resale.
- d. Customer shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth, and conform to the specifications, tilt and orientation described in Exhibit 1 as completed and delivered to Company by Customer.
- e. The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract.
- f. The PV System has a minimum nameplate DC output capacity of 500 watts and a maximum capacity of less than 40 kilowatts.
- g. Customer represents that the PV System shall be sized to supply no more than one hundred twenty percent (120%) of the previous annual (12-month) consumption of electric energy by Customer at the Service Address. Customer acknowledges that Solar\*Rewards Program is only available to PV Systems where the estimated annual generation, as determined by the National Renewable Energy Laboratory's PVWatts™ calculator (Version 2), is not more than 120% of the previous annual (12-month) electric energy consumption at the Service Address. If historical electric energy consumption data is not available due to new construction, the Company will calculate the estimated annual electric energy consumption.
- h. PV equipment including, but not limited to modules, inverters, etc., as described in Customer's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: [www.xcelenergy.com/solar](http://www.xcelenergy.com/solar).
- i. The PV System is oriented and free of shade within the following parameters:
  - Array Azimuth (orientation) within 45 degrees of South (135-degrees to 225-degrees);
  - Panel tilt angle between 10 and 60 degrees; and
  - Array is 85 percent shade free year round or 80 percent shade free year round if the system utilized a compensating strategy.

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Energy Audit.**

- a. Customer is required to conduct an Energy Audit for the building at the Service Address which hosts a PV system, at Customer's expense, in compliance with Company's Energy Audit program prior to Company's payment made as described in Section 3b, unless such audit has been completed within the past three years, or (for residential customers) the Customer's home was ENERGY STAR-certified under the Company's ENERGY STAR homes project, or (for business customers) the Customer participated in the Commercial Real Estate, Energy Design Assistance, Energy Efficient Buildings, or Recommissioning programs. Based on the results of Customer's Energy Audit and in order to participate in the Solar\*Rewards Program, Customer may be required by Company to implement certain Energy Efficiency Options that the Energy Audit identifies as an effective Energy Efficiency Solution.

(Continued on Sheet No. 9-17)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 17

**5. Requirements for PV System Installation, Operation, and Maintenance. (Continued)**

**Metering.**

- b. Two meters are required to be installed at the Service Address. One meter is located at the main service and is a bi-directional meter that will record energy delivered to the Customer from the Company, and energy received by the Company from Customer. Installation of a bi-directional meter may not be required if the configuration of Customer's facilities allows and a previously installed bi-directional meter provides the information necessary for billing purposes. The second (Production) meter will record energy generated by the PV System only. 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 Company's expense and including the cost of the Production meter itself. Customer will provide all meter housing and socket replacement and rewiring to install both meters. Customer shall be charged monthly the metering charge described in Section 2(d) above for the bi-directional 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 Customer to pay a net interconnection charge in advance.
- c. Company shall receive all net energy, if any, generated by the PV System at the Service Address and not consumed by the Customer. If the production of the PV System is more than the Customer's usage as measured by the Company's meter, the negative consumption (i.e. net energy delivered to the Company) as measured by the Company's meter shall be considered as net energy and Customer shall be compensated as provided in Sections 2(c) and (e) above. On-site use of energy generated by the PV System shall be unmetered for purposes of compensation.

**Interconnection to Company Distribution System.**

- d. Company will permit Customer to connect the PV System to Company's distribution system on the load side of Customer's meter. The connection must be made through a Customer provided, Customer installed National Electrical Manufacturer's Association-approved, manual disconnect switch of adequate ampere capacity. The switch shall not open the neutral when the switch is open. This switch shall have provisions for being padlocked in the open position with a standard Company padlock. Customer agrees to locate the switch in a position accessible to Company personnel on the building exterior within ten (10) feet of the main service meter, unless another location is identified and approved in advance by Company. Customer further agrees that the switch may be operated by Company personnel at all times that such operation is deemed necessary by Company for safety and operating reasons. If the PV System uses commuted synchronous inverters, the inverters shall be connected on the load side (PV System side) of the safety disconnect switch.
- e. Customer shall pay Company for the actual, reasonable costs of interconnection, which will be determined by Company and communicated to Customer upon Company's receipt of Customer's application to participate in Company's Solar\*Rewards Program. Customer must pay these costs to Company before Company will perform any work to its electric distribution system relating to Customer's PV System.

(Continued on Sheet No. 9-18)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 18

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Interconnection to Company Distribution System. (Continued)**

- f. Customer shall provide the necessary equipment as approved by Company to operate the PV System in parallel with Company's distribution system. The PV System must be equipped to instantaneously discontinue all output to and energization of Company's distribution system under any of the following conditions:

1. De-energized Company system
2. Sustained line faults on Company's system
3. Faults on Customer's PV System

Customer shall consult with Company regarding these minimum requirements, additional protections recommended by Company, and proper operation of Customer's PV System. Since the power factor and the voltage at which Company's system and Customer's PV System are operated will vary, Customer and Company agree to operate their respective systems at a power factor as near unity as possible in such manner as to absorb its share of the reactive power, and voltage as conducive to the best operating standards.

- g. Customer shall supply to Company a single-line diagram and associated equipment list for the PV System control circuitry to enable Company to determine if the PV System safety equipment provides a level of safety consistent with the safety level required by the Company. The single-line diagram shall show all major equipment of the PV System, including visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment and the location of metering.
- h. Customer understands and agrees that the Grid Inter-Tie Inverter System used in conjunction with its PV System must be certified as meeting the requirements of UL 1741.
- i. Customer understands and agrees that as additional cogeneration facilities are connected to the Company distribution system, Company may require Customer to install additional safety devices at Customer's expense.
- j. Customer shall provide to Company for approval a copy of the test procedure that will be used to verify the protection and operation of the PV System. The PV system cannot backfeed the Company system upon loss of the utility source. If analysis of the proposed PV System by Company reveals that it is capable of backfeed into the Company lines during distribution outages, Customer shall immediately disconnect the PV from the Company distribution system and shall only reconnect the PV System through a Customer-provided, Company approved, interconnect device that will prevent backfeed. Customer shall notify Company at least two (2) weeks in advance of the testing of the PV System and Company reserves the right to witness the testing. Customer shall provide to Company a copy of the certified test report verifying that the test procedure was successful.

(Continued on Sheet No. 9-19)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 19

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Interconnection to Company Distribution System. (Continued)**

- k. Customer agrees to disconnect the PV System from the Company distribution system or to reimburse Company for cost of necessary system modifications if operation of the PV System causes radio, television or electrical service interference to other customers, or interference with the operation of Company's system.

- l. For purposes of this Contract, these terms have the following meanings:

"Area EPS" is an electric power system (EPS) that serves Local EPSs. Note: typically an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc. The Company is an Area EPS.

"EPS" (Electric Power System) are facilities that deliver electric power to a load. Note: this may include generation units.

"Generation" is any device producing electrical energy, for example, rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, or any other electric producing device, including energy storage technologies.

"Generation System" is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling.

"Grid Inter-Tie Inverter" is a device that converts DC electricity to AC electricity. A Grid Inter-Tie Inverter also has been specifically designed and constructed to safely interconnect with an Area EPS. For purposes of this Contract, a Grid Inter-Tie Inverter is also designed and tested to meet the requirements of IEEE 1547 and ANSI 929 standards. If the Grid Inter-Tie Inverter is tested under UL 1741, it meets these aforementioned requirements.

"Local EPS" is an electric power system (EPS) contained entirely within a single premises or group of premises.

"Point of Common Coupling" is the point where the Local EPS is connected to the Company.

"Point of Delivery" is the point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered.

(Continued on Sheet No. 9-20)

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**SOLAR\*REWARDS CUSTOMER CONTRACT-**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 20

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Interconnection to Company Distribution System.**

- I. For purposes of this Contract, these terms have the following meanings: (Continued)

"Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the PV System'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 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 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 Customer or the PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Customer or the PV System is eligible or that either receives

**Installation, Operation and Maintenance of PV System.**

- m. Customer agrees that its installation of the PV System will be in compliance with all applicable electric codes and the PV System will be operated only after the installation has been inspected and approved by the appropriate authorities. Customer shall be solely responsible for ensuring that the PV System equipment as installed and operated meets all applicable codes, standards, and regulatory requirements. Customer understands and agrees that Company's approval of the proposed or installed PV System does not preclude the necessity of Customer obtaining all required permits, building and zoning variations and applicable inspections.
- n. The proposed installation of the PV System will be reviewed by Company to determine adequacy of the associated Company distribution system components. Customer agrees to reimburse Company for the addition, modification, or replacement of any distribution system components made necessary by Customer's PV system installation.
- o. Customer shall effectively ground the PV System installation and to provide and install adequate surge arrester protection to prevent lightning damage to any Company distribution system equipment.

(Continued on Sheet No. 9-21)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
3rd Revised Sheet No. 21

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Installation, Operation and Maintenance of PV System. (Continued)**

- p. Customer shall maintain the PV System and the individual components of the system in good working order at all times during the term of this Contract. The Company shall have no responsibility for the maintenance or repair of the PV System, or for its installation or removal. If during the term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Customer shall promptly repair or replace the equipment to its original specifications, tilt and orientation as set forth in Exhibit 1 at Customer's sole expense. Damages for breach of this provision of the Contract include no further payment of any amounts otherwise owed by the Company to the Customer under this Contract shall be paid.
- q. Customer will give the Company reasonable access to Customer's property and PV System if the configuration of those facilities does not permit disconnection or testing from the Company's side of the interconnection. If the Company enters Customer's property, the Company will remain responsible for its personnel.
- r. Customer must operate its PV System within any rules, regulations, and policies adopted by the Company not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for Customer (Company's Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities are attached as Exhibit 3).
- s. Customer will operate its PV System so that it conforms to the national, state, and local electric and safety codes, and Customer will be responsible for the costs of conformance.

**Additional Requirements.**

- t. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the payment described in Section 3b.
- u. Customer shall comply with all of the rules stated in Company's applicable electric tariff related to photovoltaic systems, as the same may be revised from time to time. The Company's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.
- v. Customer will obtain and keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its PV System. The amount of insurance coverage will be \$300,000. Customer shall provide proof of this insurance prior to interconnection of the PV System to the Company's distribution system.
- w. Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. §216B.1691, subd. 2(f)d, shall not participate in the Solar\*Rewards program.

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N

(Continued on Sheet No. 22)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 22

**6. Limitations and Liabilities.**

- a. Qualification for the one-time payment from Company does not imply any representation or warranty by Company of the design, installation, or operation of the PV equipment, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- b. Company shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Company shall not be liable for failure or fault in the delivery of electrical energy to Customer or for total or partial interruption of service caused by accidents, breakdown of equipment, acts of God, floods, storms, fires, strikes, riots, war, terrorist attacks, sabotage, labor disputes, shortage of materials, the forces or nature, the authority and orders of government, and other causes or contingencies of whatever nature beyond the reasonable control of the Company, or which reasonably could not have been anticipated and avoided by the Company.
- c. Nothing in this Contract shall be construed as any representation or warranty by Company of the design, installation or operation of the PV System or any component thereof, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- d. Company shall not be liable for revenue lost by Customer due to Company's inability to purchase or wheel energy generated by the PV System.
- e. Customer shall indemnify, defend, and hold Company, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system. Company shall not be liable to the Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Company makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to its one-time payment to Customer for participation in the Solar\*Rewards Program, or compensation for electric service sold to Company from the operation of Customer's PV System (if any), and Customer is urged to seek professional advice regarding this issue.

**7. Commencement and Term; Assignment; Enforceability.**

- a. This Contract becomes effective as soon as it is signed by the Customer and the Company and shall continue for a term of twenty (20) years.
- b. This Contract is assignable by Customer to any subsequent purchaser of Customer's premises at the Service Address. Company shall have ownership of all RECs produced by the PV System during the twenty (20) year term of this Contract. In order for an assignment to be effective, Customer is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, and any remaining warranty information for the PV System. Customer is released from any and all future liability under this Contract upon its effective assignment.

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(Continued on Sheet No. 9-23)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 23

**7. Commencement and Term; Assignment; Enforceability. (Continued)**

- c. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns for as long as the Contract remains in effect.
- d. This Contract does not waive Customer's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules on Cogeneration and Small Power Production authorizing Commission resolution of a dispute.
- e. If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice to the defaulting Party identifying the nature of the default and stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within thirty (30) days of the date the non-defaulting Party mailed or delivered the written notice to the defaulting Party. If the defaulting Party does not cure the default identified in the written notice within that thirty (30) day period, then the non-defaulting Party may, at its sole option, terminate this Contract upon written notice of termination mailed or delivered to the defaulting Party. Any notices given under this Section shall be addressed to the Parties (or their successors in interest) at their respective mailing addresses identified in the first paragraph of this Contract.
- f. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

**8. Miscellaneous.**

- a. This Contract contains all the agreements made between Customer and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: [www.xcelenergy.com/solar](http://www.xcelenergy.com/solar), and Customer and Company shall be bound by these posted modifications and amendments. Other than these exceptions, Customer and Company are not responsible for any agreements other than those stated in this Contract.
- b. This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- c. This Contract may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

(Continued on Sheet No. 9-24)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
2nd Revised Sheet No. 24

**8. Miscellaneous. (Continued)**

- d. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- e. This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.
- f. By executing this Contract, Customer grants to Company permission to share information concerning the location of the PV System and other information concerning the RECs owned by Company under this Contract to other Minnesota public utilities, municipalities, cooperatives and other entities that may be involved in REC transactions for the limited purpose of ensuring that the RECs associated with the Customer's PV System have not been sold to another entity.
- g. By executing this Contract, Customer grants to Company permission to share with Installer selected by Customer any Customer information necessary to Installer to complete installation of the PV system on Customer's behalf.
- h. No portion of any other Customer contract is intended to conflict with this Contract. In the case of a conflict between any such Customer contract and this Contract, the terms and conditions of this Contract shall control. Nothing in any other Customer contract shall prevent the Company from fully enforcing the terms and conditions of this Contract.
- i. CUSTOMER AND THE COMPANY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

**As a qualified Company customer, I have read, understand, and agree to the terms of the Contract set forth above and accept the one-time payment described in Section 3(b).**

**Customer Name (printed):** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Continued on Sheet No. 9-25)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 25

**Based on the actual equipment information provided, Company extends the following one-time payment to Customer:**

\$ \_\_\_\_\_

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

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
as authorized agent for Northern States Power Company

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

**Please mail the signed Solar\*Rewards Contract to the Solar\*Rewards program manager at the address shown below. The Contract will be signed by Company and a copy of the Contract will be mailed back to you.**

**Solar\*Rewards Company 414 Nicollet Mall – 6th Floor Minneapolis, MN 55401 Fax: 800-252-4371**  
**Solar\*Rewards Program Manager:** \_\_\_\_\_

(Continued on Sheet No. 9-26)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 26

**EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION**

**Installer completes the following AFTER project completion and installation.**

Customer name:

Service Address:

Installer company:

Actual price for PV installation without batteries (attach PV invoice):

Company Account Number:

Date of PV installation:

Town / municipality / county:

Amount of Solar\*Rewards Program payment (\$):

Please check the appropriate box(es) if this is the same as the application for each item:

Please check the appropriate box(es) if this is the same as the application for each item:

- ☐ Tilt: \_\_\_\_° (90° is vertical, 0° is flat)
- ☐ Orientation: \_\_\_\_° (180° is south, 90° is east, 270° is west)
- ☐ Manufacturer of PV panels installed:
- ☐ Model number of PV panels installed:
- ☐ STC rating (kW DC):
- ☐ Manufacturer of PV inverter installed:
- ☐ Model number of PV inverter installed:
- ☐ Inverter Quantity:
- ☐ Power rating: \_\_\_\_W
- ☐ PV Watts estimate of annual kWh generated:
- ☐ Efficiency %:
- ☐ Battery backup:

**As the installer for this project, I certify that the above-referenced PV equipment was installed at the Service Address listed above.**

\_\_\_\_\_  
Installer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Installer's Name Printed

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 27

**EXHIBIT 2: Attach a copy of current Company tariff elected by Customer**

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 28

**EXHIBIT 3: Attach a copy of current Rules and Regulations Applicable to Cogeneration and Small Power  
Production Facilities**

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT  
ADDENDUM ADDRESSING MINNESOTA BONUS REBATE  
(CLOSED TO NEW APPLICANTS)**

Section No. 9  
1st Revised Sheet No. 29

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**Addendum to Solar\*Rewards Contract  
Addressing Minnesota Bonus Rebate**

This Addendum modifies the Minnesota Solar\*Rewards Customer Contract (Application ID: \_\_\_\_\_). This Addendum is only applicable where the Customer qualifies for participation in the Minnesota Bonus Rebate Program as authorized by Minn. Stat. §116C.7791 for a rebate to an owner of a qualified property for installing solar photovoltaic modules manufactured in Minnesota after December 31, 2009, and both the Customer and Company have signed this Addendum.

**1. Definitions.** For the purpose of this Addendum, the following terms have the meanings given.

(a) "Installation" means an array of solar photovoltaic modules attached to a building that will use the electricity generated by the solar photovoltaic modules or placed on a facility or property proximate to that building.

(b) "Manufactured" means:

(1) the material production of solar photovoltaic modules, including the tabbing, stringing, and lamination processes; or

(2) the production of interconnections of low-voltage photoactive elements that produce the final useful photovoltaic output by a manufacturer operating in this state on May 18, 2010.

(c) "Qualified owner" means an owner of a qualified property, but does not include an entity engaged in the business of generating or selling electricity at retail, or an unregulated subsidiary of such an entity.

(d) "Qualified property" means a residence, multifamily residence, business, or publicly owned building located in the assigned service area of the utility subject to Minn. Stat. §116C.779.

(e) "Solar photovoltaic module" means the smallest, nondivisible, self-contained physical structure housing interconnected photovoltaic cells and providing a single direct current of electrical output.

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(Continued on Sheet No. 9-30)

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Date Filed:	10-31-13	By: David M. Sparby	Effective Date:	07-23-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-1015		Order Date:	07-23-14



**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT  
ADDENDUM ADDRESSING MINNESOTA BONUS REBATE  
(CLOSED TO NEW APPLICANTS) (Continued)**

Section No. 9  
2nd Revised Sheet No. 30

**2. Rebate eligibility.**

- (a) To be eligible for a rebate under this section, a solar photovoltaic module:
- (1) must be manufactured in Minnesota after December 31, 2009;
  - (2) must be installed on a qualified property as part of a system whose generating capacity does not exceed 40 kilowatts;
  - (3) must be certified by Underwriters Laboratory, must have received the ETL listed mark from Intertek, or must have an equivalent certification from an independent testing agency;
  - (4) must be installed, or reviewed and approved, by a person certified as a solar photovoltaic installer by the North American Board of Certified Energy Practitioners; and
  - (5) may not be used to sell, transmit, or distribute the electrical energy at retail, nor to provide end-use electricity to an offsite facility of the electrical energy generator. On-site generation is allowed to the extent provided for in Minn. Stat. §216B.1611.
- (b) To be eligible for a rebate under this section, an applicant must have applied for and been awarded a rebate under the Customer's Solar\*Rewards Customer Contract with the Company. However, an applicant who is otherwise ineligible for a rebate under this paragraph is eligible if the applicant's failure to secure a rebate or other form of financial assistance is due solely to a lack of available funds on the part of the Company or the state.

**3. Rebate amount and payment.**

- (a) The amount of a rebate under this Addendum is the difference between the sum of all rebates described in the Customer's Solar\*Rewards Customer Contract with the Company and \$5 per watt of installed generating capacity.
- (b) Notwithstanding paragraph (a), the amount of all rebates or other forms of financial assistance awarded to an applicant by a utility and the state, including any rebate paid under this section, net of applicable federal income taxes applied at the highest applicable income tax rates, must not exceed sixty percent (60%) of the total installed cost of the solar photovoltaic modules.
- (c) The rebate must be paid out proportionately in five (5) consecutive annual installments.

(Continued on Sheet No. 9-31)

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**SOLAR\*REWARDS CUSTOMER CONTRACT  
ADDENDUM ADDRESSING MINNESOTA BONUS REBATE  
(CLOSED TO NEW APPLICANTS) (Continued)**

Section No. 9  
1st Revised Sheet No. 31

**4. Calculation of payment.**

Upon compliance with, and verification of, the above requirements, the payment to the Customer under the Minnesota Bonus Rebate is \$ \_\_\_\_\_ to be paid out proportionately in five consecutive annual installments of \$ \_\_\_\_\_. The Company reserves the right to recalculate these payments if any project details differ from the original application, or if adjustments to the payments are retroactively authorized by any Order issued by the Minnesota Public Utilities Commission in response to legislation or otherwise. The calculation of the payment is based on the provisions in Minn. Stat. §116C.7791, including depreciation as applicable and on the following assumptions:

Total Qualified Project Costs: \$ \_\_\_\_\_ ;  
Taxable Status of Incentives: \_\_\_ Taxable \_\_\_ Non-Taxable;  
Highest applicable Federal Income Tax rate of the system's owner or an entity benefitting from the project's Federal tax depreciation: \_\_\_ %;  
Total of all other rebates or other forms of financial assistance from the utility or state \$ \_\_\_\_\_.

System	PV Panels	Inverters
PV system size: ___ kW direct current	Manufacturer:	Manufacturer:
PVWatts.com annual energy production estimate: ___ kWh	Model number:	Model number:
	Count:	Count:
	Tilt: _____ (0° = flat)	Power Rating:
	Orientation: _____ (180° = S)	Efficiency:

**Customer Name (printed):** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
as authorized agent for Northern States Power Company

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

**Please mail this Addendum to Solar\*Rewards Contract Addressing Minnesota Bonus Rebate to the Solar\*Rewards program manager at the address shown below. The Contract will be signed by Company and a copy of this Addendum will be mailed back to you.**

**Solar\*Rewards Company 414 Nicollet Mall – 6th Floor Minneapolis, MN 55401 Fax: 612-318-4785**  
**Solar\*Rewards Program Manager:** \_\_\_\_\_

Date Filed: 10-31-13 By: David M. Sparby Effective Date: 07-23-14  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. E002/M-13-1015 Order Date: 07-23-14

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT  
ADDENDUM ADDRESSING WAIVER OF BI-DIRECTIONAL METERING  
(CLOSED TO NEW APPLICANTS)**

Section No. 9  
1st Revised Sheet No. 32

**Addendum to Solar\*Rewards Contract  
Addressing Customer Waiver of Bi-Directional Metering**

This Addendum modifies the Minnesota Solar\*Rewards Customer Contract (Application ID: \_\_\_\_\_). This Addendum addresses the situation when the Customer determines that it will not install a bi-directional meter as otherwise required by the Minnesota Solar\*Rewards Customer Contract.

Notwithstanding any other provisions in the Minnesota Solar\*Rewards Customer Contract to the contrary, the following provisions apply:

1. The Customer will not install, or cause to have installed, a bi-directional meter.
2. The Customer will not be compensated for any electricity received by the Company from the Customer.

**Customer Name (printed):** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
as authorized agent for Northern States Power Company

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

**Please mail this Addendum to Solar\*Rewards Contract Addressing Customer Waiver of Bi-Directional Metering to the Solar\*Rewards program manager at the address shown below. The Contract will be signed by Company and a copy of this Addendum will be mailed back to you.**

**Solar\*Rewards Company 414 Nicollet Mall – 6th Floor Minneapolis, MN 55401 Fax: 612-318-4785**  
**Solar\*Rewards Program Manager:** \_\_\_\_\_

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**

Section No. 9  
2nd Revised Sheet No. 33

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

**SOLAR\*REWARDS**

**CUSTOMER CONTRACT**

**Customer-Sited Photovoltaic (PV) Systems Greater than 0.5 kW and No More than 40 kW DC Nameplate Capacity**

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and \_\_\_\_\_ (whether one or more, "Customer"), whose mailing address for billing and notice purposes is: \_\_\_\_\_, concerning electric service at the following address: \_\_\_\_\_ (the "Service Address").

**1. Fact Background.**

- a. Customer will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 0.5 kilowatts and no more than 40 kilowatts direct current ("DC") per premise, on property located at the Service Address. The total aggregate nameplate capacity per premise of all solar energy systems eligible for any Solar\*Rewards incentive shall be no more than 40 kilowatts direct current. This limitation does not restrict the customer's ownership of additional solar capacity on the premise as long as the additional solar capacity also meets the requirements of the Section 9 Tariff.
- b. Customer's PV System also meets the requirements of the Minnesota Public Utilities Commission (the "Commission") Rules Chapter 7835 on Cogeneration and Small Power Production and any technical standards for interconnection the Company has established that are authorized by those Rules.
- c. Customer is prepared to generate electricity in parallel with the Company using the PV System.
- d. Customer has submitted to Company and paid an engineering review fee of \$250.00. Unfunded applicants for whom engineering review has not been completed will receive a full refund for this fee.
- e. The Company is obligated under federal and Minnesota state law to interconnect with Customer and to purchase electricity generated by Customer through qualifying facilities and offered for sale to Company by Customer.
- f. A Customer who receives approval for, or is a participant in, the Made in Minnesota program for the PV System covered by this Contract shall not receive any benefits under this Contract and shall return to the Company all monies paid or credited under this Contract.
- g. Customer and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar\*Rewards Program"), and related matters.

(Continued on Sheet No. 9-34)

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Date Filed:	12-14-18	By:	Christopher B. Clark	Effective Date:	05-09-19
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Docket No.	E002/M-18-714			Order Date:	05-09-19

**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

Section No. 9  
1st Revised Sheet No. 34

**2. Purchases and Sales of Electricity.**

Customer and Company agree:

- a. Company will sell electricity to Customer under the rate schedule in force for the class of customer to which Customer belongs.
- b. Customer agrees to supply electricity generated by the PV System in the form of \_\_\_\_ phase, \_\_\_\_ wire, alternating current at the nominal frequency of 60 hertz, and at a nominal voltage of \_\_\_\_.
- c. Company will buy electricity generated by the PV System from Customer under the applicable Company rate schedule filed with the Commission. Customer elects to sell electricity generated by the PV System in excess of Customer's own use under the terms of the Company Net Metering rate code that the Customer qualifies for as designated by the Customer.

The rates, terms and conditions for sales and purchases of electricity, as referenced in the above tariffs, may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that sales and purchases will be made under the rates in effect each month during the time this Contract is in force. However, the incentive payment discussed in Section 3(b) below shall remain the same for 10 years. At any time after making its initial election, the Customer can change this election to another rate code for which the Customer qualifies by calling the Company or by confirming the change through email communication with the Company. If the Customer no longer qualifies for its designated rate code, the Company will provide notice to the Customer and Customer will no longer be able to be on a rate code for which the Customer does not qualify.

- d. Customer will pay a monthly metering charge under the Company tariff elected by the Customer, provided in Exhibit 2, and according to meter installation requirements in Section 5b. The monthly metering charge pays for the cost and installation of a bi-directional meter at the Service Address which measures electricity delivered by the Company to the Customer and energy received by the Company from the Customer, and the associated billing, operating and maintenance expenses. The metering charge may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that the metering charge will be under the rates in effect each month during the time this Contract is in force.

(Continued on Sheet No. 9-35)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

Section No. 9  
2nd Revised Sheet No. 35

**2. Purchases and Sales of Electricity. (Continued)**

- e. The Company will compute the charges and payments for purchases and sales of electricity for each billing period. If the payments for electricity generated by the PV System and sold to Company exceed the charges for electricity which the Company supplies and sells to Customer (i.e. net positive production by the PV System), the credit will accumulate on the Company's billing statement to Customer and will be paid by check to Customer within fifteen (15) days of the billing date once the accumulated credit exceeds \$25.00.
- f. Company may stop providing electricity to Customer during a system emergency, without notice. Company will give Customer prior notice by telephone or regular U.S. mail when Company is to stop providing electricity in non-emergency circumstances. The Company will not discriminate against Customer when it stops providing electricity or when it resumes providing electricity. Company may stop purchasing electricity from Customer when necessary to construct, install, maintain, repair, replace, remove, investigate or inspect any equipment or facilities within its electric system when this activity would be adversely affected if customer were supplying power to the system. Company will give Customer prior notice by telephone or regular U.S. mail letter when Company will stop purchasing electricity from Customer.

**3. Ownership of Renewable Energy Credits and Incentive Payment.**

Customer and Company agree:

- a. On the terms and subject to the conditions set forth in this Contract, the Customer agrees to convey to the Company and the Company will own all of the Renewable Energy Credits ("RECs"), defined in Section 5(l) below generated by the PV System at the Service Address for a term of ten (10) years from the installation date set forth in the "Actual System Installation Information" attached to this Contract as Exhibit 1.
- b. In consideration for Customer's participation in Company's Solar\*Rewards Program, Company shall pay a predetermined per kWh financial incentive for the PV System production prior to any net metering adjustments for ten (10) years beginning with the date the production meter is installed. The incentive will remain set for the 10-year payment period and will not vary from year to year. PV System production will accumulate for each year. Within ninety (90) days after the end of each year, the Customer will receive an incentive check equal to the year's PV production, as measured by the billing statement that includes December 31, times the \$/kWh incentive. No incentive shall accrue after ten (10) years from the commissioning of the PV System, and the final incentive calculation will be at the end of that year, with the billing statement that includes December 31.
- c. The \$/kWh incentive is as follows: See Exhibit 4, attached hereto. This \$/kWh incentive amount may be changed by a tariff amendment to this Contract prior to both parties signing this Contract.
- d. The \$/kWh incentive may be assigned by the Customer to a third party.

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(Continued on Sheet No. 9-36)

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Docket No.	E002/M-13-1015			Order Date:	05-18-21

**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

Section No. 9  
2nd Revised Sheet No. 36

**4. Representations by Customer.**

Customer hereby makes the following representations and warranties to Company:

- a. Customer warrants that the person signing this Contract on behalf of Customer is authorized and competent to sign this Contract and to bind Customer to the terms of this Contract.
- b. Customer receives electric service from Company at the Service Address set forth above, is the person in whose name electric service is listed at the Service Address, and is the owner of the property at the Service Address.
- c. Customer is an end-use electric consumer located within the electric service territory of Company in Minnesota whose primary business is not the generation of electricity for retail or wholesale sale from the same facility. Customer is not installing the PV System at the Service Address in connection with a business of developing or improving real estate for resale.
- d. Customer shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth in Exhibit 1.
- e. The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract.
- f. The PV System has a minimum nameplate DC output capacity of 500 watts and a maximum capacity of no more than 40 kilowatts.
- g. Customer represents that the PV System shall be sized, when combined with other distributed generation resources and subscriptions provided under the Solar\*Rewards Community program associated with the Service Address, to supply no more than one hundred twenty percent (120%) of the previous annual (12-month) consumption of electric energy by Customer at the Service Address. Customer acknowledges that Solar\*Rewards Program is only available to PV Systems where the estimated annual generation, as determined by the National Renewable Energy Laboratory's PVWatts™ calculator is not more than 120% of the previous annual (12-month) electric energy consumption at the Service Address. If historical electric energy consumption data is not available due to new construction, the Company will calculate the estimated annual electric energy consumption.
- h. PV equipment including, but not limited to modules, inverters, etc., as described in Customer's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: [www.xcelenergy.com](http://www.xcelenergy.com).
- i. [Intentionally left blank].
- j. The Customer is not a participant in the Made in Minnesota program for the PV System covered by this Contract.
- k. The Customer has not received an incentive and is not a party to any other signed contract with the Company pertaining to the PV System. Customer shall not collect incentives from other state or utility programs for the PV system covered under this Contract.
- l. An application submitted by an installer for residential properties may only be submitted by a residential building contractor or remodeler that is licensed as such. The Company will perform a compliance check for this once at the beginning of the application process. A residential Customer need not have the installer submit the application, but may instead submit its own Solar\*Rewards application in which case the Company will not check to determine whether the Customer's installer is so licensed.

(Continued on Sheet No. 9-37)

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<b>SOLAR*REWARDS CUSTOMER CONTRACT (CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019) (Continued)</b>	Section No. 3rd Revised Sheet No.	9 37
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**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Energy Efficiency**

- a. Residential customers are required to participate in a home energy audit or equivalent for the building at the Service Address which hosts a PV System, unless such audit has been completed within the past three years, or the Customer's home was ENERGY STAR-certified under the Company's ENERGY STAR homes project. Commercial customers are required to participate in one of our energy efficiency programs such as Commercial Real Estate, Energy Design Assistance, Energy Efficient Buildings, Recommissioning programs within the past three years.

**Metering.**

- b. If this is the only PV system at the Service Address, then two meters are required to be installed at the Service Address. One meter is located at the main service and is a bi-directional meter that will record energy delivered to the Customer from the Company, and energy received by the Company from Customer. Installation of a bi-directional meter may not be required if the configuration of Customer's facilities allows and a previously installed bi-directional meter provides the information necessary for billing purposes. The second (Production) meter will record energy generated by the PV System only. Each PV system at the Service Address needs its own 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 Company's expense and including the cost of the Production meter itself. Customer will provide all meter housing and socket replacement and rewiring to install both meters. Customer shall be charged monthly the metering charge described in Section 2(d) above for the bi-directional 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 Customer to pay a net interconnection charge in advance.
- c. Company shall receive all net energy, if any, generated by the PV System at the Service Address and not consumed by the Customer. If the production of the PV System is more than the Customer's usage as measured by the Company's meter, the negative consumption (i.e. net energy delivered to the Company) as measured by the Company's meter shall be considered as net energy and Customer shall be compensated as provided in Sections 2(c) and (e) above. On-site use of energy generated by the PV System shall be unmetered for purposes of compensation, except for as provided in Section 3(b).

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(Continued on Sheet No. 9-38)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 38

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Interconnection to Company Distribution System.**

- d. Company will permit Customer to connect the PV System to Company's distribution system on the load side of Customer's meter. The connection must be made through a Customer provided, Customer installed National Electrical Manufacturer's Association-approved, manual disconnect switch of adequate ampere capacity. The switch shall not open the neutral when the switch is open. This switch shall have provisions for being padlocked in the open position with a standard Company padlock. Customer agrees to locate the switch in a position accessible to Company personnel on the building exterior within ten (10) feet of the main service meter, unless another location is identified and approved in advance by Company. Customer further agrees that the switch may be operated by Company personnel at all times that such operation is deemed necessary by Company for safety and operating reasons. If the PV System uses commuted synchronous inverters, the inverters shall be connected on the load side (PV System side) of the safety disconnect switch.
- e. Customer shall pay Company for the actual, reasonable costs of interconnection, which will be determined by Company and communicated to Customer upon Company's receipt of Customer's application to participate in Company's Solar\*Rewards Program. Customer must pay these costs to Company before Company will perform any work to its electric distribution system relating to Customer's PV System.
- f. Customer shall provide the necessary equipment as approved by Company to operate the PV System in parallel with Company's distribution system. The PV System must be equipped to instantaneously discontinue all output to and energization of Company's distribution system under any of the following conditions:
  - 1. De-energized Company system
  - 2. Sustained line faults on Company's system
  - 3. Faults on Customer's PV System

Customer shall consult with Company regarding these minimum requirements, additional protections recommended by Company, and proper operation of Customer's PV System. Since the power factor and the voltage at which Company's system and Customer's PV System are operated will vary, Customer and Company agree to operate their respective systems at a power factor as near unity as possible in such manner as to absorb its share of the reactive power, and voltage as conducive to the best operating standards.

- g. Customer shall supply to Company a single-line diagram and associated equipment list for the PV System control circuitry to enable Company to determine if the PV System safety equipment provides a level of safety consistent with the safety level required by the Company. The single-line diagram shall show all major equipment of the PV System, including visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment and the location of metering.

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(Continued on Sheet No. 9-39)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 39

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Interconnection to Company Distribution System. (Continued)**

- h. Customer understands and agrees that the Grid Inter-Tie Inverter System used in conjunction with its PV System must be certified as meeting the requirements of UL 1741.
- i. [Intentionally left blank.]
- j. Customer shall provide to Company for approval a copy of the test procedure that will be used to verify the protection and operation of the PV System. The PV system cannot backfeed the Company system upon loss of the utility source. If analysis of the proposed PV System by Company reveals that it is capable of backfeed into the Company lines during distribution outages, Customer shall immediately disconnect the PV from the Company distribution system and shall only reconnect the PV System through a Customer-provided, Company approved, interconnect device that will prevent backfeed. Customer shall notify Company at least two (2) weeks in advance of the testing of the PV System and Company reserves the right to witness the testing. Customer shall provide to Company a copy of the certified test report verifying that the test procedure was successful.
- k. Customer agrees to disconnect the PV System from the Company distribution system (until remedied) or to reimburse Company for cost of necessary system modifications if a malfunction of the PV System causes radio or television interference. Notice of cost impacts will be given to customer before the Company makes upgrades to the distribution system and charges upgrade costs to the customer. The Company will not provide prior notice if upgrades are required to safeguard health and safety in an emergency.
- l. For purposes of this Contract, these terms have the following meanings:
  - “Area EPS” is an electric power system (EPS) that serves Local EPSs. Note: typically an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc. The Company is an Area EPS.
  - “EPS” (Electric Power System) are facilities that deliver electric power to a load. Note: this may include generation units.
  - “Generation” is any device producing electrical energy, for example, rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, or any other electric producing device, including energy storage technologies.
  - “Generation System” is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling.
  - “Grid Inter-Tie Inverter” is a device that converts DC electricity to AC electricity. A Grid Inter-Tie Inverter also has been specifically designed and constructed to safely interconnect with an Area EPS. For purposes of this Contract, a Grid Inter-Tie Inverter is also designed and tested to meet the requirements of IEEE 1547 and ANSI 929 standards. If the Grid Inter-Tie Inverter is tested under UL 1741, it meets these aforementioned requirements.

(Continued on Sheet No. 9-40)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 40

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Interconnection to Company Distribution System.**

- I. For purposes of this Contract, these terms have the following meanings: (Continued)

"Local EPS" is an electric power system (EPS) contained entirely within a single premises or group of premises.

"Point of Common Coupling" is the point where the Local EPS is connected to the Company.

"Point of Delivery" is the point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered.

"Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the PV System'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 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 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 Customer or the PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Customer or the PV System is eligible or that either receives.

**Installation, Operation and Maintenance of PV System.**

- m. Customer agrees that its installation of the PV System will be in compliance with all applicable electric codes and the PV System will be operated only after the installation has been inspected and approved by the appropriate authorities. Customer shall be solely responsible for ensuring that the PV System equipment as installed and operated meets all applicable codes, standards, and regulatory requirements. Customer understands and agrees that Company's approval of the proposed or installed PV System does not preclude the necessity of Customer obtaining all required permits, building and zoning variations and applicable inspections.
- n. The proposed installation of the PV System will be reviewed by Company to determine adequacy of the associated Company distribution system components. Customer agrees to reimburse Company for the addition, modification, or replacement of any distribution system components made necessary by Customer's PV system installation. Notice of cost impacts will be given to customer before the Company makes upgrades to the distribution system and charges upgrade costs to the customer prior to interconnection. The Company will not provide prior notice if upgrades are required to safeguard health and safety in an emergency.
- o. Customer shall effectively ground the PV System installation and to provide and install adequate surge arrester protection to prevent lightning damage to any Company distribution system equipment.

(Continued on Sheet No. 9-41)

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Date Filed:	12-14-18	By: Christopher B. Clark	Effective Date:	05-09-19
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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

Section No. 9  
2nd Revised Sheet No. 41

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Installation, Operation and Maintenance of PV System. (Continued)**

- p. Customer shall maintain the PV System and the individual components of the system in good working order at all times during the term of this Contract. The Company shall have no responsibility for the maintenance or repair of the PV System, or for its installation or removal. If during the term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Customer shall promptly repair or replace the equipment to its original specifications as set forth in Exhibit 1 at Customer's sole expense. Damages for breach of this provision of the Contract include no further payment of any amounts otherwise owed by the Company to the Customer under this Contract shall be paid.
- q. Customer will give the Company reasonable access to Customer's property and PV System if the configuration of those facilities does not permit disconnection or testing from the Company's side of the interconnection. If the Company enters Customer's property, the Company will remain responsible for its personnel.
- r. Customer must operate its PV System within any rules, regulations, and policies adopted by the Company not prohibited by the Commission's rules on Cogeneration and Small Power Production which provide reasonable technical connection and operating specifications for Customer (Company's Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities are attached as Exhibit 3).
- s. Customer will operate its PV System so that it conforms to the national, state, and local electric and safety codes, and Customer will be responsible for the costs of conformance.

**Additional Requirements.**

- t. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the payment described in Section 3(b).
- u. Customer shall comply with all of the rules stated in Company's applicable electric tariff related to photovoltaic systems, as the same may be revised from time to time. The Company's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production. The Customer and Company shall comply with all the rules stated in the Company's applicable electric tariff and the tariffed version of this Contract, as the same may be changed from time to time. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.
- v. Customer will obtain and keep in force liability insurance against personal or property damage due to the installation, interconnection, and operation of its PV System. The amount of insurance coverage will be \$300,000 at minimum. Customer shall provide proof of this insurance prior to interconnection of the PV System to the Company's distribution system.
- w. Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. §216B.1691, subd. 2(f)d, shall not participate in the Solar\*Rewards program.

(Continued on Sheet No. 9-42)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 42

**6. Limitations and Liabilities.**

- a. Company does not imply any representation or warranty by Company of the design, installation, or operation of the PV equipment, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- b. Company shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Company shall not be liable for failure or fault in the delivery of electrical energy to Customer or for total or partial interruption of service caused by accidents, breakdown of equipment, acts of God, floods, storms, fires, strikes, riots, war, terrorist attacks, sabotage, labor disputes, shortage of materials, the forces or nature, the authority and orders of government, and other causes or contingencies of whatever nature beyond the reasonable control of the Company, or which reasonably could not have been anticipated and avoided by the Company.
- c. Nothing in this Contract shall be construed as any representation or warranty by Company of the design, installation or operation of the PV System or any component thereof, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- d. Company shall not be liable for revenue lost by Customer due to Company's inability to purchase or wheel energy generated by the PV System.
- e. Customer shall indemnify, defend, and hold Company, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system. Company shall not be liable to the Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Company makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to its payments to Customer for participation in the Solar\*Rewards Program, or compensation for electric service sold to Company from the operation of Customer's PV System (if any), and Customer is urged to seek professional advice regarding this issue.

**7. Commencement and Term; Assignment; Enforceability.**

- a. This Contract becomes effective as soon as it is signed by the Customer and the Company and shall continue for a term of ten (10) years. At the end of the term of this Contract, the Customer's energy production and the REC ownership will be subject to the applicable tariff approved by the Commission.
- b. This Contract is assignable by Customer to any subsequent purchaser of Customer's premises at the Service Address. Company shall have ownership of all RECs produced by the PV System during the ten (10) year term of this Contract. In order for an assignment to be effective, Customer is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, and any remaining warranty information for the PV System. Customer is released from any and all future liability under this Contract upon its effective assignment.

(Continued on Sheet No. 9-43)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 43

**7. Commencement and Term; Assignment; Enforceability. (Continued)**

- c. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns for as long as the Contract remains in effect.
- d. This Contract does not waive Customer's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules authorizing Commission resolution of a dispute.
- e. If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice, mailed or delivered, to the defaulting Party: (a) identifying the nature of the default; and (b) stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within ninety (90) days for PV system operational issues and within thirty (30) days for non-operational issues, unless the failure to cure is due to factors beyond the defaulting Party's control, in which case the defaulting Party shall be given an additional period of time to cure that is reasonable under the circumstances. If the defaulting Party does not cure the default identified in the written notice within the identified time period, then the non-defaulting Party may, at its sole option, terminate this Contract upon written notice of termination mailed or delivered to the defaulting Party. Any notices given under this Section shall be addressed to the Parties (or their successors in interest) at their respective mailing addresses identified in the first paragraph of this Contract.
- f. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

**8. Miscellaneous.**

- a. This Contract contains all the agreements made between Customer and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: [www.xcelenergy.com](http://www.xcelenergy.com), and Customer and Company shall be bound by these posted modifications and amendments. Other than these exceptions, Customer and Company are not responsible for any agreements other than those stated in this Contract.
- b. This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- c. This Contract may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

(Continued on Sheet No. 9-44)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 44

**8. Miscellaneous. (Continued)**

- d. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- e. This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.
- f. By executing this Contract, Customer grants to Company permission to share information concerning the location of the PV System and other information concerning the RECs owned by Company under this Contract to other Minnesota public utilities, municipalities, cooperatives and other entities that may be involved in REC transactions for the limited purpose of ensuring that the RECs associated with the Customer's PV System have not been sold to another entity.
- g. By executing this Contract, Customer grants to Company permission to share with Installer selected by Customer any Customer information necessary to Installer to complete installation of the PV system on Customer's behalf.
- h. No portion of any other Customer contract is intended to conflict with this Contract. In the case of a conflict between any such Customer contract and this Contract, the terms and conditions of this Contract shall control. Nothing in any other Customer contract shall prevent the Company from fully enforcing the terms and conditions of this Contract.
- i. CUSTOMER AND THE COMPANY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

**As a qualified Company customer, I have read, understand, and agree to the terms of the Contract set forth above and accept the 10-year payments described in Section 3(b).**

**Customer Name (printed):** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Continued on Sheet No. 9-45)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 45

**Company provides the per kWh payment referenced in Section 3(b) for production over the 10-year period following commissioning to Customer.**

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

**By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
as authorized agent for Northern States Power Company

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

**Please mail the signed Solar\*Rewards Contract to the Solar\*Rewards program manager at the address shown below. The Contract will be signed by Company and a copy of the Contract will be mailed back to you.**

**Solar\*Rewards 414 Nicollet Mall, Minneapolis, MN 55401 Fax: 800-252-4371 Solar\*Rewards Program Manager:** \_\_\_\_\_

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(Continued on Sheet No. 9-46)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
2nd Revised Sheet No. 46

**EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION**  
**Installer completes the following AFTER project completion and installation.**

Customer name:

Service Address:

Installer company:

Actual price for PV installation without batteries (attach PV invoice):

Company Account Number:

Date of PV installation:

Town / municipality / county:

Please check the appropriate box(es) if this is the same as the application for each item:

Please check the appropriate box(es) if this is the same as the application for each item:

- ☐ Manufacturer of PV panels installed:
- ☐ Model number of PV panels installed:
- ☐ STC rating (kW DC):
- ☐ Manufacturer of PV inverter installed:
- ☐ Model number of PV inverter installed:
- ☐ Inverter Quantity:
- ☐ Power rating: \_\_\_\_W
- ☐ PV Watts estimate of annual kWh generated:
- ☐ Efficiency %:
- ☐ Battery backup:

**As the installer for this project, I certify that the above-referenced PV equipment was installed at the Service Address listed above.**

\_\_\_\_\_  
Installer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Installer's Name Printed

(Continued on Sheet No. 9-47)

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Date Filed:	11-19-19	By: Christopher B. Clark	Effective Date:	01-03-20
		President, Northern States Power Company, a Minnesota corporation		
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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
2nd Revised Sheet No. 47

**EXHIBIT 2: Attach a copy of current Company tariff elected by Customer**

(Continued on Sheet No. 9-48)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

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Section No. 9  
2nd Revised Sheet No. 48

**EXHIBIT 3: Attach a copy of current Rules and Regulations Applicable to Cogeneration and Small Power  
Production Facilities**

(Continued on Sheet No. 9-48.01)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**  
**(Continued)**

Section No. 9  
2nd Revised Sheet No. 48.01

**Exhibit 4: Applicable Incentives**

- A. For Solar\*Rewards applications submitted and approved from July 23, 2014 through December 31, 2018, the incentive is \$0.08 / kWh for the PV System.
- B. For Solar\*Rewards applications submitted and approved from January 1, 2019 through December 31, 2019, the following incentive levels apply:

<b>Customer Category</b>	<b>Production Incentive per kWh</b>	<b>Up-front Incentive \$/W</b>
Residential Systems	\$0.07	N/A
Low-Income Residential	\$0.07	\$2.00
Low-Income Multi-family / Non-profit (serving low-income customers)	\$0.06	\$1.00
Commercial Systems (including Solar*Rewards with Solar*Rewards Community Gardens)	\$0.06	N/A

The up-front incentive shall be payable within thirty (30) business days after the Company has granted the PV System permission to operate.

The eligibility criteria for the "Low-Income Residential", and "Low-Income Multi-family / Non-Profit (serving low-income customers)" Customer Categories are as follows:

1. **Low-Income Residential:** To be eligible for the Low-Income Residential Customer Category, the Solar\*Rewards application must be for a single-family home, and the Company will accept proof of Customer having low-income benefits eligibility using one of the following: 1) eligibility for the Low-Income Home Energy Assistance Program (LIHEAP) 2) eligibility for the Weatherization Assistance Program (WAP) or 3) Low Income Renter Certification. Verification will be required by the installer that low-income benefits will be received by the customer, and will not be negatively adjusted due to participation in the Solar\*Rewards program.

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(Continued on Sheet No. 9-48.02)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 48.02

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**Exhibit 4: Applicable Incentives (Continued)**

**2. Low-Income Multi-Family/Non-Profit (serving low-income customers):** Eligibility will be determined based on the number of units within the property. The following criteria apply:

a. 2-4 unit properties. At least fifty percent units need to be eligible for either 1) LIHEAP; 2) WAP; 3) Low-Income Renter Certification; or 4) Use Restriction. If a PV system is set up with net metering directly to individually metered customer units, then the PV System is not eligible under this Customer Category.

b. 5 or more unit properties. Properties of five or more units will be required to show that 66 percent or more of the units are rented to tenants with an annual income less than or equal to 60 percent of the area median income. The Company will use either the Low Income Renter Certification listing, WAP documentation, or the Use Restriction to determine whether low-income households occupy the appropriate threshold of units within a building to qualify. Master metered properties and common areas will qualify for the Solar\*Rewards incentive associated with their class of service, and this will typically be the Commercial Customer Category. If a PV system is set up with net metering directly to individually metered customer units, then the PV System is not eligible under this Customer Category.

c. Non-Profit (serving low-income customers), including government installations: Low-income incentives under the Solar\*Rewards program are available to certain organizations working to provide benefit to low-income households through specific services. Any legal or governmental entity will be eligible for this incentive level if it can show that 50 percent or more of the anticipated PV System production is for its constituents who meet LIHEAP requirements or another pre-approved metric. The Company will require the submission of a 501(c)(3) form or similar statement, mission statement and proof of low-income constituency. For example, a school may provide and verify the percentage of students that receive free/reduced lunch, with at least 50 percent of the constituency meeting that threshold.

d. Eligibility timing and continued eligibility. The Company will require that documentation showing initial eligibility for the above Customer Categories be provided prior to the Company issuing a funding letter. Annual verification reporting will be required for five years after initial interconnection of the PV System to show that solar benefits continue to be passed on to qualifying low-income customers, and that the customer's low-income benefits are not being negatively adjusted due to participation in the Solar\*Rewards program. Failure to document compliance with this, or failure to meet these requirements, following a 30-day cure period will result in withholding future incentive payments so as to effectively have a prorated claw back of upfront incentive provided for the project until we have recovered that portion of the up-front incentive prorated for that period of time associated with either failure to document compliance or failure to have compliance with the eligibility requirements. Once the claw-back has been accomplished, the \$ / kWh incentive will be as set forth in the funding letter and consistent with the above.

**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

Section No. 9  
3rd Revised Sheet No. 49

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

**SOLAR\*REWARDS**  
**CUSTOMER CONTRACT**

**Customer-Sited Photovoltaic (PV) Systems Greater than 0.5 kW and No More than 40 kW AC Nameplate Capacity**

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and \_\_\_\_\_ (whether one or more, "Customer"), whose mailing address for billing and notice purposes is: \_\_\_\_\_, concerning electric service at the following address: \_\_\_\_\_ (the "Service Address").

**1. Fact Background.**

- a. Customer will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 0.5 kilowatts and no more than 40 kilowatts alternate current ("AC") per premise, on property located at the Service Address. The total aggregate nameplate capacity per premise of all solar energy systems eligible for any Solar\*Rewards incentive shall be no more than 40 kilowatts alternate current. This limitation does not restrict the customer's ownership of additional solar capacity on the premise as long as the additional solar capacity also meets the requirements of the Section 9 Tariff.
- b. Customer's PV System also meets the requirements of the Minnesota Public Utilities Commission (the "Commission") Rules Chapter 7835 on Cogeneration and Small Power Production and any technical standards for interconnection the Company has established that are authorized by those Rules.
- c. Customer is prepared to generate electricity in parallel with the Company using the PV System.
- d. Customer has submitted to Company and paid an engineering review fee as provided for in the Minnesota Distributed Energy Resources Interconnection Process (MN DIP) as tariffed by the Company.
- e. Customer and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar\*Rewards Program"), and related matters.
- f. All interconnection applications submitted under this Solar\*Rewards tariff must be submitted under the Minnesota Distributed Energy Resources Interconnection Process (MN DIP) as implemented in the Company tariffs. Consistent with this and the decision on how it wants to be compensated for net metering, the Customer at the applicable time will also need to sign the Uniform Statewide Contract (Section 9, Sheet Nos. 10-12) and/or the Minnesota Distributed Energy Resource Interconnection Agreement (MN DIA) as implemented in Company tariffs. Where the material that ordinarily would be considered to be an Interconnection Application has been submitted to the Area EPS Operator in conjunction with the Interconnection Customer also applying for a Solar\*Rewards incentive for the same DER system, it is agreed that the Interconnection Application shall not be considered to have been submitted until such time as funding has been awarded for the DER system associated with that Interconnection Application. For example, for any such Interconnection Application, the timelines under MN DIP 1.5.2 to review an Interconnection Application as being complete or incomplete shall begin on the date when the DER system has been awarded Solar\*Rewards funding. For any applications in the same queue who have been approved for funding on the same day, provided that each Interconnection Application was complete when the material was initially submitted, queue position will be determined based on which one submitted the material earliest.

(Continued on Sheet No. 9-49.01)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 49.01

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**2. Purchases and Sales of Electricity.**

Customer and Company agree:

- a. Company will buy electricity generated by the PV System from Customer under the applicable Company rate schedule filed with the Commission and under the applicable Net Metering rate code that the Customer qualifies for as designated by the Customer under the Uniform Statewide Contract.

The rates, terms and conditions for sales and purchases of electricity, as referenced in the above tariffs, may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that sales and purchases will be made under the rates in effect each month during the time this Contract is in force. However, the incentive payment discussed in Section 3(b) below shall remain the same for 10 years. At any time after making its initial election, the Customer can change this election to another rate code for which the Customer qualifies by calling the Company or by confirming the change through email communication with the Company. If the Customer no longer qualifies for its designated rate code, the Company will provide notice to the Customer and Customer will no longer be able to be on a rate code for which the Customer does not qualify.

- b. Customer will pay a monthly metering charge under the Company tariff elected by the Customer, and according to meter installation requirements in Section 5b. The monthly metering charge pays for the cost and installation of a bi-directional meter at the Service Address which measures electricity delivered by the Company to the Customer and energy received by the Company from the Customer, and the associated billing, operating and maintenance expenses. The metering charge may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that the metering charge will be under the rates in effect each month during the time this Contract is in force.

(Continued on Sheet No. 9-49.02)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

Section No. 9  
1st Revised Sheet No. 49.02

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**3. Ownership of Renewable Energy Credits and Incentive Payment.**

Customer and Company agree:

- a. On the terms and subject to the conditions set forth in this Contract, the Customer agrees to convey to the Company and the Company will own all of the Renewable Energy Credits ("RECs"), defined in Section 5(d) below generated by the PV System at the Service Address for a term of ten (10) years from the installation date set forth in the "Actual System Installation Information" attached to this Contract as Exhibit 1.
- b. In consideration for Customer's participation in Company's Solar\*Rewards Program, Company shall pay a predetermined per kWh financial incentive for the PV System production prior to any net metering adjustments for ten (10) years beginning with the date shown on the Permission to Operate letter. The incentive will remain set for the 10-year payment period and will not vary from year to year. PV System production will accumulate for each year. Within ninety (90) days after the end of each year, the Customer will receive an incentive check equal to the year's PV production, as measured by the billing statement that includes December 31, times the \$/kWh incentive. No incentive shall accrue after ten (10) years from the commissioning of the PV System, and the final incentive calculation will be at the end of that year, with the billing statement that includes December 31.
- c. The \$/kWh incentive is as follows: See Exhibit 4, attached hereto. This \$/kWh incentive amount may be changed by a tariff amendment to this Contract prior to both parties signing this Contract.
- d. The \$/kWh incentive may be assigned by the Customer to a third party.

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(Continued on Sheet No. 9-49.03)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-1015		Order Date:	05-18-21



**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

Section No. 9  
2nd Revised Sheet No. 49.03

**4. Representations by Customer.**

Customer hereby makes the following representations and warranties to Company:

- a. Customer warrants that the person signing this Contract on behalf of Customer is authorized and competent to sign this Contract and to bind Customer to the terms of this Contract.
- b. Customer receives electric service from Company at the Service Address set forth above, is the person in whose name electric service is listed at the Service Address, and is the owner of the property at the Service Address.
- c. Customer is an end-use electric consumer located within the electric service territory of Company in Minnesota whose primary business is not the generation of electricity for retail or wholesale sale from the same facility. Customer is not installing the PV System at the Service Address in connection with a business of developing or improving real estate for resale.
- d. Customer shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth in Exhibit 1.
- e. The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract.
- f. The PV System has a minimum nameplate AC output capacity of 500 watts and a maximum capacity of no more than 40 kilowatts.
- g. Customer represents that the PV System shall be sized, when combined with other distributed generation resources and subscriptions provided under the Solar\*Rewards Community program associated with the Service Address, to supply no more than one hundred twenty percent (120%) of the previous annual (12-month) consumption of electric energy by Customer at the Service Address. Customer acknowledges that Solar\*Rewards Program is only available to PV Systems where the estimated annual generation, as determined by the National Renewable Energy Laboratory's PVWatts™ calculator is not more than 120% of the previous annual (12-month) electric energy consumption at the Service Address. If historical electric energy consumption data is not available due to new construction, the Company will calculate the estimated annual electric energy consumption.

Income qualified tenant spaces with square footage of 1,500 or less can utilize the following formula to determine size allowance instead of applying the above 120% rule:

<i>Square Foot Range (sq.ft.)</i>	<i>Allowable PV System Size</i>
500-1,000	4.13
1,001 -1,500	5.69

- h. PV equipment including, but not limited to modules, inverters, etc., as described in Customer's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: [www.xcelenergy.com](http://www.xcelenergy.com).
- i. The Customer is not a participant in the Made in Minnesota program for the PV System covered by this Contract.
- j. The Customer has not received an incentive and is not a party to any other signed contract with the Company pertaining to the PV System. Customer shall not collect incentives from other state or utility programs for the PV System covered under this Contract.
- k. An application submitted by an installer for residential properties may only be submitted by a residential building contractor or remodeler that is licensed as such. The Company will perform a compliance check for this once at the beginning of the application process. A residential Customer need not have the installer submit the application, but may instead submit its own Solar\*Rewards application in which case the Company will not check to determine whether the Customer's installer is so licensed.

(Continued on Sheet No. 9-49.04)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 49.04

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**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Energy Efficiency**

- a. Residential customers are required to participate in a home energy audit or equivalent for the building at the Service Address which hosts a PV System, unless such audit has been completed within the past three years, or the Customer's home was ENERGY STAR-certified under the Company's ENERGY STAR homes project. Commercial customers are required to participate in one of our energy efficiency programs such as Commercial Real Estate, Energy Design Assistance, Energy Efficient Buildings, or Recommissioning programs within the past three years.

**Metering.**

- b. Each PV System subject to any Solar\*Rewards incentive at the Service Address needs its own production meter. Customer shall be charged monthly the metering charge described in the Rate Code selected by the Customer in Section 2(b) above.
- c. Company shall receive all net energy, if any, generated by the PV System at the Service Address and not consumed by the Customer. If the production of the PV System is more than the Customer's usage as measured by the Company's meter, the negative consumption (i.e. net energy delivered to the Company) as measured by the Company's meter shall be considered as net energy and Customer shall be compensated as provided as provided for in the Uniform Statewide Contract. On-site use of energy generated by the PV System shall be unmetered for purposes of compensation, except for as provided in Section 3(b).

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(Continued on Sheet No. 9-49.05)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 49.05

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**Definition.**

d. For purposes of this Contract, these terms have the following meanings:

"Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the PV System'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 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 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 Customer or the PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Customer or the PV System is eligible or that either receives.

**Installation, Operation and Maintenance of PV System. (Continued)**

e. Customer shall maintain the PV System and the individual components of the system in good working order at all times during the term of this Contract. The Company shall have no responsibility for the maintenance or repair of the PV System, or for its installation or removal. If during the term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Customer shall promptly repair or replace the equipment to its original specifications as set forth in Exhibit 1 at Customer's sole expense. Damages for breach of this provision of the Contract include no further payment of any amounts otherwise owed by the Company to the Customer under this Contract shall be paid.

**Additional Requirements.**

- f. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the payment described in Section 3(b).
- g. Customer shall comply with all of the rules stated in Company's applicable electric tariff related to photovoltaic systems, as the same may be revised from time to time. The Company's rules, regulations, and policies must conform to the Commission's rules on Cogeneration and Small Power Production. The Customer and Company shall comply with all the rules stated in the Company's applicable electric tariff and the tariffed version of this Contract, as the same may be changed from time to time. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.
- h. Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. §216B.1691, subd. 2(f)d, shall not participate in the Solar\*Rewards program.

(Continued on Sheet No. 9-49.06)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 49.06

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**6. Limitations and Liabilities.**

Company makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to its payments to Customer for participation in the Solar\*Rewards Program, or compensation for electric service sold to Company from the operation of Customer's PV System (if any), and Customer is urged to seek professional advice regarding this issue.

**7. Commencement and Term; Assignment; Enforceability.**

- a. This Contract becomes effective as soon as it is signed by the Customer and the Company and shall continue for a term of ten (10) years. At the end of the term of this Contract, the Customer's energy production and the REC ownership will be subject to the applicable tariff approved by the Commission.
- b. This Contract is assignable by Customer to any subsequent purchaser of Customer's premises at the Service Address. Company shall have ownership of all RECs produced by the PV System during the ten (10) year term of this Contract. In order for an assignment to be effective, Customer is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, and any remaining warranty information for the PV System. Customer is released from any and all future liability under this Contract upon its effective assignment.

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(Continued on Sheet No. 9-49.07)

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

Section No. 9  
Original Sheet No. 49.07

**7. Commencement and Term; Assignment; Enforceability. (Continued)**

- c. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns for as long as the Contract remains in effect.
- d. This Contract does not waive Customer's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules authorizing Commission resolution of a dispute.
- e. If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice, mailed or delivered, to the defaulting Party: (a) identifying the nature of the default; and (b) stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within ninety (90) days for PV System operational issues and within thirty (30) days for non-operational issues, unless the failure to cure is due to factors beyond the defaulting Party's control, in which case the defaulting Party shall be given an additional period of time to cure that is reasonable under the circumstances. If the defaulting Party does not cure the default identified in the written notice within the identified time period, then the non-defaulting Party may, at its sole option, terminate this Contract upon written notice of termination mailed or delivered to the defaulting Party. Any notices given under this Section shall be addressed to the Parties (or their successors in interest) at their respective mailing addresses identified in the first paragraph of this Contract.
- f. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

**8. Miscellaneous.**

- a. This Contract contains all the agreements made between Customer and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: [www.xcelenergy.com](http://www.xcelenergy.com), and Customer and Company shall be bound by these posted modifications and amendments. Other than these exceptions, Customer and Company are not responsible for any agreements other than those stated in this Contract.
- b. This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- c. This Contract may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

(Continued on Sheet No. 9-49.08)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 49.08

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**8. Miscellaneous. (Continued)**

- d. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- e. This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.
- f. By executing this Contract, Customer grants to Company permission to share information concerning the location of the PV System and other information concerning the RECs owned by Company under this Contract to other Minnesota public utilities, municipalities, cooperatives and other entities that may be involved in REC transactions for the limited purpose of ensuring that the RECs associated with the Customer's PV System have not been sold to another entity.
- g. By executing this Contract, Customer grants to Company permission to share with Installer selected by Customer any Customer information necessary to Installer to complete installation of the PV System on Customer's behalf.
- h. No portion of any other Customer contract is intended to conflict with this Contract. In the case of a conflict between any such Customer contract and this Contract, the terms and conditions of this Contract shall control. Nothing in any other Customer contract shall prevent the Company from fully enforcing the terms and conditions of this Contract.
- i. CUSTOMER AND THE COMPANY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

**As a qualified Company customer, I have read, understand, and agree to the terms of the Contract set forth above and accept the 10-year payments described in Section 3(b).**

**Customer Name (printed):** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Continued on Sheet No. 9-49.09)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 49.09

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Company provides the per kWh payment referenced in Section 3(b) for production over the 10-year period following commissioning to Customer.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
as authorized agent for Northern States Power Company

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

Please mail the signed Solar\*Rewards Contract to the Solar\*Rewards program manager at the address shown below. The Contract will be signed by Company and a copy of the Contract will be mailed back to you.

Solar\*Rewards 414 Nicollet Mall, Minneapolis, MN 55401 Fax: 800-252-4371 Solar\*Rewards Program Manager: \_\_\_\_\_

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(Continued on Sheet No. 9-49.10)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
1st Revised Sheet No. 49.10

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**EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION**

Customer name:

Service Address:

Installer company:

Company Account Number:

Town / municipality / county:

Please check the appropriate box(es) if this is the same as the application for each item:

- ☐ Manufacturer of PV panels installed:
- ☐ Model number of PV panels installed:
- ☐ STC rating (kW DC):
- ☐ Manufacturer of PV inverter installed:
- ☐ Model number of PV inverter installed:
- ☐ Inverter Quantity:
- ☐ Power rating: \_\_\_\_W
- ☐ PV Watts estimate of annual kWh generated:
- ☐ Efficiency %:
- ☐ Battery backup:

**As the installer for this project, I certify that the above-referenced PV equipment was installed at the Service Address listed above.**

\_\_\_\_\_  
Installer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Installer's Name Printed

(Continued on Sheet No. 9-49.11)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 49.11

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**EXHIBIT 2: Attach a copy of current Company tariff elected by Customer**

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(Continued on Sheet No. 9-49.12)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-18-714		Order Date:	05-09-19

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

Section No. 9  
1st Revised Sheet No. 49.12

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**EXHIBIT 3: Attach a copy of current Rules and Regulations Applicable to Cogeneration and Small Power Production Facilities**

(Continued on Sheet No. 9-49.13)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

Section No. 9  
4th Revised Sheet No. 49.13

**Exhibit 4: Applicable Incentives**

- A. For Solar\*Rewards applications submitted and approved from July 23, 2014 through December 31, 2018, the incentive is \$0.08 / kWh for the PV System.
- B. For Solar\*Rewards applications submitted and approved from January 1, 2019 through December 31, 2021, the following incentive levels apply:

<b>Customer Category</b>	<b>Production Incentive per kWh</b>	<b>Up-front Incentive \$/W</b>
Residential Systems	\$0.07	N/A
Low-Income Residential	\$0.07	\$2.00
Low-Income Multi-family / Non-profit (serving low-income customers)	\$0.06	\$1.00
Commercial Systems (including Solar*Rewards with Solar*Rewards Community Gardens)	\$0.06	N/A

- C. For Solar\*Rewards applications submitted and approved from January 1, 2022 through December 31, 2022, the following incentive levels apply:

<b>Customer Category</b>	<b>Production Incentive per kWh</b>	<b>Up-front Incentive \$/W</b>
Residential Systems	\$0.04	N/A
Low-Income Residential	\$0.04	\$2.00
Low-Income Multi-family / Non-profit (serving low-income customers)	\$0.03	\$1.00
Low-Income Commercial (for-profit)	\$0.03	\$0.50
Low-Income Community Solar Garden	\$0.03	\$0.50
Commercial Systems (including Solar*Rewards with Solar*Rewards Community Gardens)	\$0.03	N/A

(Continued on Sheet No. 9-49.13a)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

Section No. 9  
1st Revised Sheet No. 49.13a

- D. For Solar\*Rewards applications submitted and approved from January 1, 2023, through December 31, 2023, the following incentive levels apply:

Customer Category	Production Incentive per kWh	Up-front Incentive \$/W
Residential Systems	\$0.02	N/A
Low-Income Residential	\$0.02	\$2.00
Low-Income Multi-family / Non-profit (serving low-income customers)	\$0.015	\$1.00
Low-Income Commercial (for-profit)	\$0.015	\$0.50
Low-Income Community Solar Garden	N/A	N/A
Commercial Systems (including Solar*Rewards with Solar*Rewards Community Gardens)	N/A	N/A

- E. For Solar\*Rewards applications submitted and approved after January 1, 2024, the following incentive levels apply:

Customer Category	Production Incentive per kWh	Up-front Incentive \$/W
Residential Systems	\$0.03	N/A
Low-Income Residential	\$0.03	\$2.75
Low-Income Multi-family / Non-profit (serving low-income customers)	\$0.02	\$1.00
Low-Income Commercial (for-profit)	\$0.02	\$0.50
Low-Income Community Solar Garden	N/A	N/A
Commercial Systems (including Solar*Rewards with Solar*Rewards Community Gardens)	N/A	N/A

The up-front incentive shall be payable within thirty (30) business days after the Company has granted the PV System permission to operate.

The eligibility criteria for the "Low-Income Residential", and "Low-Income Multi-family / Non-Profit (serving low-income customers)" Customer Categories are as follows:

1. **Low-Income Residential:** To be eligible for the Low-Income Residential Customer Category, the Solar\*Rewards application must be for a single-family home, and the Company will accept proof of Customer having low-income benefits eligibility using one of the following: 1) eligibility for the Low-Income Home Energy Assistance Program (LIHEAP). 2) eligibility for the Weatherization Assistance Program (WAP) 3) Low Income Renter Certification. 4) Section 8 Housing Choice Voucher Users. 5) Habitat for Humanity Candidates. 6) WIC (Women, Infants, and Children) and/or SNAP Participants. 7) Community Land Trust Homeowners. or 8) Medical Assistance Recipients. Verification will be required by the installer that low-income benefits will be received by the customer and will not be negatively adjusted due to participation in the Solar\*Rewards program.

(Continued on Sheet No. 9-49.14)

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

Section No. 9  
1st Revised Sheet No. 49.14

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**\Exhibit 4: Applicable Incentives (Continued)**

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**2. Low-Income Multi-Family/Non-Profit (serving low-income customers):** Eligibility will be determined based on the number of units within the property. The following criteria apply:

a. 2-4 unit properties. At least fifty percent units need to be eligible for either 1) LIHEAP; 2) WAP; 3) Low-Income Renter Certification; or 4) Use Restriction. If a PV system is set up with net metering directly to individually metered customer units, then the PV System is not eligible under this Customer Category.

b. 5 or more unit properties. Properties of five or more units will be required to show that 66 percent or more of the units are rented to tenants with an annual income less than or equal to 60 percent of the area median income. The Company will use either the Low Income Renter Certification listing, WAP documentation, or the Use Restriction to determine whether low-income households occupy the appropriate threshold of units within a building to qualify. Master metered properties and common areas will qualify for the Solar\*Rewards incentive associated with their class of service, and this will typically be the Commercial Customer Category. If a PV system is set up with net metering directly to individually metered customer units, then the PV System is not eligible under this Customer Category.

c. Non-Profit (serving low-income customers), including government installations: Low-income incentives under the Solar\*Rewards program are available to certain organizations working to provide benefit to low-income households through specific services. Any legal or governmental entity will be eligible for this incentive level if it can show that 50 percent or more of the anticipated PV System production is for its constituents who meet LIHEAP requirements or another pre-approved metric. The Company will require the submission of a 501(c)(3) form or similar statement, mission statement and proof of low-income constituency. For example, a school may provide and verify the percentage of students that receive free/reduced lunch, with at least 50 percent of the constituency meeting that threshold.

d. Eligibility timing and continued eligibility. The Company will require that documentation showing initial eligibility for the above Customer Categories be provided prior to the Company issuing a funding letter. Annual verification reporting will be required for five years after initial interconnection of the PV System to show that solar benefits continue to be passed on to qualifying low-income customers, and that the customer's low-income benefits are not being negatively adjusted due to participation in the Solar\*Rewards program. Failure to document compliance with this, or failure to meet these requirements, following a 30-day cure period will result in withholding future incentive payments so as to effectively have a prorated claw back of upfront incentive provided for the project until we have recovered that portion of the up-front incentive prorated for that period of time associated with either failure to document compliance or failure to have compliance with the eligibility requirements. Once the claw-back has been accomplished, the \$ / kWh incentive will be as set forth in the funding letter and consistent with the above.

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 49.15

**Addendum to Solar\*Rewards Customer Contract**  
**(Addressing Solar\*Rewards Program for Low-Income Tenants for Single Family Homes or Multi-Unit Dwellings)**

This Addendum applies to the Solar\*Rewards Customer Contract that begins on Tariff Sheet 9-49 under Application ID: \_\_\_\_\_.

**Background**

The Solar\*Rewards Customer Contract requires that the Customer own their home or the building on which they are installing solar and would receive the production incentive for the solar installation. However, income-qualified tenants often cannot afford the full system or are not allowed to add solar to the dwelling.

To address these issues the Addendum, where it is applicable and signed, is intended to help income-qualified tenants work with their landlords to receive the net metering benefits. Under this Addendum, the landlord is allowed to have a Solar\*Rewards up-front and production incentive where the Solar\*Rewards PV System is installed for a single-family home (or a unit of a multi-unit dwelling) that is rented to a low-income tenant. Under this Addendum, the landlord is required to: (1) own the solar system; (2) sign the Solar\*Rewards contract (along with this Addendum); (3) file an interconnection application for the PV System; and, (4) sign and keep in place the Minnesota Distributed Energy Resource Interconnection Agreement (MN DIA) in order to receive the Solar\*Rewards up-front and production incentives and to keep the PV System interconnected.

The tenant would then sign the Uniform Statewide Contract in order to receive the net metering benefits of the system itself. As tenants change, the new tenant would simply sign a new Uniform Statewide Contract. Alternatively, the tenant(s) may contact the Company to select the applicable rate code for net metering without the need to sign the Uniform Statewide Contract, although the provisions of the Uniform Statewide Contract will apply to the PV System as though it were signed. This would allow the Solar\*Rewards contract (with Addendum) to remain constant regardless of tenant and the then-current tenant will receive the benefit of net metering. Once the term of the 10-year Solar\*Rewards contract has expired, the then-current tenant would get the benefit of net metering under the Uniform Statewide Contract as long as the retail account is in the name of that tenant and as long as a valid MN DIA is in place with the then-current landlord.

**Agreement**

**1. Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings set forth in the above identified Solar\*Rewards Customer Contract.

**2. Amendment to Solar\*Rewards Customer Contract.**

a. The following paragraphs from Sheet 9-49.01 are entirely removed:

2.a. Company will buy electricity generated by the PV System from Customer under the applicable Company rate schedule filed with the Commission and under the applicable Net Metering rate code that the Customer qualifies for as designated by the Customer under the Uniform Statewide Contract.

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 49.16

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**Agreement: (Continued)**

**2. Amendment to Solar\*Rewards Customer Contract. (Continued)**

2.a. (Continued) The rates, terms and conditions for sales and purchases of electricity, as referenced in the above tariffs, may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that sales and purchases will be made under the rates in effect each month during the time this Contract is in force. However, the incentive payment discussed in Section 3(b) below shall remain the same for 10 years. At any time after making its initial election, the Customer can change this election to another rate code for which the Customer qualifies by calling the Company or by confirming the change through email communication with the Company. If the Customer no longer qualifies for its designated rate code, the Company will provide notice to the Customer and Customer will no longer be able to be on a rate code for which the Customer does not qualify

2.b. Customer will pay a monthly metering charge under the Company tariff elected by the Customer, and according to meter installation requirements in Section 5b. The monthly metering charge pays for the cost and installation of a bi-directional meter at the Service Address which measures electricity delivered by the Company to the Customer and energy received by the Company from the Customer, and the associated billing, operating and maintenance expenses. The metering charge may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that the metering charge will be under the rates in effect each month during the time this Contract is in force.

b. The following provisions are inserted on Sheet 9-49.01 in place of the above removed paragraphs:

2.a. During this Contract, the Customer or Customer's tenant will be receiving retail electrical service from the Company at the above address. The term "Customer" as used in this Contract shall mean the Customer's tenant where in context that term is used to mean the person or entity receiving retail electrical service at the above address.

Company will buy electricity generated by the PV System from Customer under the applicable Company rate schedule filed with the Commission and under the applicable Net Metering rate code that the Customer qualifies for as designated by the Customer under the Uniform Statewide Contract. Alternatively, the tenant(s) may simply contact the Company to select the applicable rate code for the net metering without the need to sign the Uniform Statewide Contract, although the provisions of the Uniform Statewide Contract will apply to the PV System as though it were signed. The A50 net metering rate code applies (if available) if the tenant has not selected any different available net metering rate code. The provisions of the Uniform Statewide Contract will no longer apply to a specific tenant once that tenant moves out. There must be a signed MN DIA in place to keep the PV System interconnected.

**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

Section No. 9  
Original Sheet No. 49.17

**Agreement: (Continued)**

2.a. (Continued) The rates, terms and conditions for sales and purchases of electricity, as referenced in these tariffs, may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that sales and purchases will be made under the rates in effect each month during the time this Contract is in force. However, the incentive payment discussed in Section 3(b) below shall remain the same for 10 years. At any time after making its initial election, the Customer can change this election to another rate code for which the Customer qualifies by calling the Company or by confirming the change through email communication with the Company. If the Customer no longer qualifies for its designated rate code, the Company will provide notice to the Customer and Customer will no longer be able to be on a rate code for which the Customer does not qualify

2.b. Customer will pay a monthly metering charge under the Company tariff elected by the Customer, and according to meter installation requirements in Section 5b. The monthly metering charge pays for the cost and installation of a bi-directional meter at the Service Address which measures electricity delivered by the Company to the Customer and energy received by the Company from the Customer, and the associated billing, operating and maintenance expenses. The metering charge may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that the metering charge will be under the rates in effect each month during the time this Contract is in force.

c. The following provisions are inserted on Sheet 9-49.13, immediately after par. 1:

1A. Low-Income Residential Landlord/Tenant Requirements: Eligibility for the benefits in the Addendum (Addendum to Solar Rewards Contract Addressing Solar\*Rewards Program for Low-Income Tenants for Single Family Homes or Multi-Unit Dwellings) will be determined based on the following:

- a. The tenant needs to be eligible for low-income benefits. The Company will accept proof of Customer having low-income benefits eligibility using one of the following:

\*For single-family homes: 1) eligibility for the Low-Income Home Energy Assistance Program (LIHEAP); 2) eligibility for the Weatherization Assistance Program (WAP); or, 3) eligibility for Low-Income Renter Certification (LIRC).

\*\*For multi-family residents of 2-4 unit buildings: At least 50 percent of all units need to be eligible for either 1) LIHEAP; 2) WAP; 3) LIRC; or 4) Use Restrictions. Also, each unit participating in this program needs to have its separate PV System, separate metering, and separate MN DIA. For purposes of applying the applicable incentives on Tariff Sheet 9-49.13, the "Low-Income Residential" amounts apply.

\*\*\*For multi-family residents of 5 or more unit buildings: At least 66 percent of all units are rented to tenants with an annual income of less than or equal to 60 percent of the area median income. The Company will use the LIRC listing, WAP documentation, or Use Restriction to determine whether this requirement has been met. Also, each unit participating in this program needs to have its separate PV System, separate metering, and separate MN DIA. For purposes of applying the applicable incentives on Tariff Sheet 9-49.13, the "Low-Income Residential" amounts apply.



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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

Section No. 9  
Original Sheet No. 49.18

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**Agreement: (Continued)**

- b. The landlord must provide an affidavit that the rental property will maintain an affordable rent for the term of the Solar\*Rewards contract.
- c. Eligibility timing and continued eligibility. The Company needs to be provided documentation showing the tenant's initial eligibility for the Low-Income Residential rate prior to the Company issuing a funding letter. Annual verification by the landlord to the Company of the then-current tenant's continued eligibility will be required for five years after initial interconnection of the PV System so as to show that solar benefits continue to be passed on to qualifying low-income customers and that the customer's low-income benefits are not being negatively adjusted due to participation in the Solar\*Rewards program. Failure to document compliance with these requirements, or failure to meet these requirements, following a 30-day cure period will result in withholding future incentive payments so as to effectively have a prorated claw back of upfront incentive provided for the project until the Company has recovered that portion of the up-front incentive prorated for that period of time associated with either failure to document compliance or failure to have compliance with the eligibility requirements. Once the claw-back has been accomplished, the \$ / kWh incentive will be as set forth in the funding letter and consistent with the above.

The tenant will be responsible for the metering charges consistent with the provisions in the Uniform Statewide Contract regardless of whether that contract is signed. In the event that retail electrical service is provided to the tenant and the tenant does not sign the Uniform Statewide Contract, then the provisions of the tariffed Uniform Statewide Contract still apply.

**3. No Other Amendments.** Except as specifically provided in this Addendum, no other amendments, revisions or changes are made or have been made to the above-identified Solar\*Rewards Customer Contract other than those amendments which have been authorized by the Minnesota Public Utilities Commission. All other terms and conditions of the Solar\*Rewards Customer Contract not subject to any other amendment shall remain in full force and effect, and the Parties hereby ratify and confirm their rights and obligations under the Solar\*Rewards Customer Contract, as amended hereby.

**4. Effective Date.** This Addendum shall only become effective after it is signed by the Parties.

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**SOLAR\*REWARDS CUSTOMER CONTRACT**  
**(Continued)**

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Section No. 9  
Original Sheet No. 49.19

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**SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused this Addendum to be executed by their duly authorized representatives. Each Party may sign using an electronic signature. Electronic signatures shall have the same effect as original signatures. Copies of signatures to this Addendum shall be as valid as original signatures.

**Customer**

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

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

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

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

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

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

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

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

DATE:  
\_\_\_\_\_

N  
\_\_\_\_\_  
N

**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)**

Section No. 9  
2nd Revised Sheet No. 50

Application ID: \_\_\_\_\_  
**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE**

**CONTRACT**

**Solar Garden Photovoltaic (PV) Systems Greater than 1 kW and No More than 40 kW DC Nameplate Capacity**

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and \_\_\_\_\_ ("Community Solar Garden Operator"), whose mailing address for billing and notice purposes is: \_\_\_\_\_, concerning electric service at the following address: \_\_\_\_\_ (the "Service Address").

**1. Fact Background.**

- a. Community Solar Garden Operator will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 1 kilowatts and no more than 40 kilowatts direct current ("DC") per premise, on property located at the Service Address. The total aggregate nameplate capacity per premise of all solar energy systems eligible for any Solar\*Rewards incentive shall be no more than 40 kilowatts direct current. This limitation does not restrict the customer's ownership of additional solar capacity on the premise as long as the additional solar capacity also meets the requirements of the Section 9 Tariff.
- b. Community Solar Garden Operator is prepared to generate electricity in parallel with the Company using the PV System.
- c. Community Solar Garden Operator has submitted to Company an application to participate in Company's Solar\*Rewards program using the PV System.
- d. The Company is obligated under federal and Minnesota state law to interconnect with Community Solar Garden Operator and to purchase electricity generated by Community Solar Garden Operator through qualifying facilities and offered for sale to Company by the Community Solar Garden Operator.
- e. A Community Solar Garden Operator who receives approval for, or is a participant in, the Made in Minnesota program for the same PV System shall not receive any benefits under this Contract and shall return to the Company all monies paid or credited under this Contract.
- f. The Community Solar Garden Operator has an active application as a garden operator with Company's Solar\*Rewards Community Program.
- g. Community Solar Garden Operator and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar\*Rewards Program"), and related matters.

(Continued on Sheet No. 9-51)

Date Filed:	12-14-18	By: Christopher B. Clark	Effective Date:	05-09-19
		President, Northern States Power Company, a Minnesota corporation		
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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

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Section No. 9  
1st Revised Sheet No. 51

**2. Purchases and Sales of Electricity.**

Community Solar Garden Operator and Company agree:

N

- a. Company will sell electricity to the Community Solar Garden Operator under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs.
- b. Community Solar Garden Operator agrees to supply electricity generated by the PV System in the form of \_\_\_\_ phase, \_\_\_\_ wire, alternating current at the nominal frequency of 60 hertz, and at a nominal voltage of \_\_\_\_.
- c. Company will buy electricity generated by the PV System from the Community Solar Garden Operator under the applicable Company rate schedule filed with the Commission. The Community Solar Garden Operator elects to sell electricity generated by the PV System under the terms of the Standard Contract for Solar\*Rewards Community (as may be amended, hereinafter "Standard Contract for Solar\*Rewards Community") and this Solar\*Rewards Community Contract for those Receiving Solar\*Rewards Incentive.
- d. Community Solar Garden Operator will pay a monthly metering charge as set forth under the Standard Contract for Solar\*Rewards Community. House Power and other metering requirements set forth in the Standard Contract for Solar\*Rewards Community also apply.
- e. Sale of energy will be as set forth under the Standard Contract for Solar\*Rewards Community and as set forth in this Solar\*Rewards Community Contract for those Receiving Solar\*Rewards Incentive.
- f. Company may stop providing electricity to the Community Solar Garden Operator during a system emergency, without notice. Company will give Community Solar Garden Operator prior notice by telephone or regular U.S. mail when Company is to stop providing electricity in non-emergency circumstances. The Company will not discriminate against Community Solar Garden Operator when it stops providing electricity or when it resumes providing electricity. Company may stop purchasing electricity from Community Solar Garden Operator when necessary to construct, install, maintain, repair, replace, remove, investigate or inspect any equipment or facilities within its electric system when this activity would be adversely affected if the Community Solar Garden Operator were supplying power to the system. Company will give the Community Solar Garden Operator notice consistent with the Standard Contract for Solar\*Rewards Community when Company will stop purchasing electricity from the Community Solar Garden Operator.

(Continued on Sheet No. 9-52)

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

Section No. 9  
2nd Revised Sheet No. 52

**3. Ownership of Renewable Energy Credits and Incentive Payment.**

Community Solar Garden Operator and Company agree:

- a. On the terms and subject to the conditions set forth in this Contract, the Community Solar Garden Operator agrees to convey to the Company and the Company will own all of the Renewable Energy Credits ("RECs"), defined in Section 5(c) below generated by the PV System at the Service Address for a term of ten (10) years from the installation date set forth in the "Actual System Installation Information" attached to this Contract as Exhibit 1.
- b. In consideration for Community Solar Garden Operator's participation in Company's Solar\*Rewards Program, Company shall pay a predetermined per kWh financial incentive for the PV System production for ten (10) years beginning with the date shown on the Permission to Operate letter. The incentive will remain set for the 10-year payment period and will not vary from year to year. PV System production will accumulate for each year. Within ninety (90) days after the end of each year, the Community Solar Garden Operator will receive an incentive check equal to the year's PV production, as measured by the billing statement that includes December 31, times the \$/kWh incentive. No incentive shall accrue after ten (10) years from the commissioning of the PV System, and the final incentive calculation will be at the end of that year, with the billing statement that includes December 31.
- c. The \$/kWh incentive is as follows: See Exhibit 2, attached hereto. This \$/kWh incentive amount may be changed by a tariff amendment to this Contract prior to both parties signing this Contract.
- d. The \$/kWh incentive may be assigned by the Community Solar Garden Operator to a third party.

N  
N

**4. Representations by Community Solar Garden Operator.**

Community Solar Garden Operator hereby makes the following representations and warranties to Company:

- a. Community Solar Garden Operator warrants that the person signing this Contract on behalf of Community Solar Garden Operator is authorized and competent to sign this Contract and to bind Community Solar Garden Operator to the terms of this Contract.
- b. Community Solar Garden Operator is an end-use electric consumer located within the electric service territory of Company in Minnesota.
- c. Community Solar Garden Operator shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth in Exhibit 1.

(Continued on Sheet No. 9-53)

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		President, Northern States Power Company, a Minnesota corporation		
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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

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Section No. 9  
2nd Revised Sheet No. 53

**4. Representations by Community Solar Garden Operator. (Continued)**

- d. The PV System shall be located on the Community Solar Garden Operator's facilities at the Service Address at all times during the term of this Contract.
- e. The PV System has a minimum nameplate DC output capacity of 1000 watts and a maximum capacity of no more than 40 kilowatts.
- f. PV equipment including, but not limited to modules, inverters, etc., as described in the Community Solar Garden Operator's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: [www.xcelenergy.com](http://www.xcelenergy.com).
- g. [Intentionally left blank].
- h. The Community Solar Garden Operator is not a participant in the Made in Minnesota program for the PV System covered by this Contract.
- i. The Community Solar Garden Operator has not received an incentive and is not a party to any other signed contract with the Company pertaining to the PV System other than the Standard Contract for Solar\*Rewards Community. Community Solar Garden Operator shall not collect incentives from other state or utility programs for the PV system covered under this Contract.
- j. This Contract shall not be effective until the Community Solar Garden Operator has an effective Standard Contract for Solar\*Rewards Community. In the event that Community Solar Garden Operator has breached the Standard Contract for Solar\*Rewards Community or is otherwise for some period of time not entitled to payments under that contract, then for the same period of time the Community Solar Garden Operator is not entitled to payments under this Contract. Any period of time under which the Customer is not entitled to incentive payments shall not extend the ten (10) year payment period referenced in Section 3(b). In the event that the Standard Contract for Solar\*Rewards Community is terminated, then this Contract shall also be terminated.

N

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Metering.**

- a. The metering requirements are set forth in the Standard Contract for Solar\*Rewards Community.

**Interconnection to Company Distribution System.**

- b. Interconnection requirements are set forth in the Standard Contract for Solar\*Rewards Community.

(Continued on Sheet No. 9-54)

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

Section No. 9  
1st Revised Sheet No. 54

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Interconnection to Company Distribution System. (Continued)**

- c. For purposes of this Contract, these terms have the following meanings: (Continued)
- "Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the PV System'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 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 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 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 PV System is eligible or that either receives.

**Installation, Operation and Maintenance of PV System.**

- d. Community Solar Garden Operator shall maintain the PV System and the individual components of the system in good working order at all times during the term of this Contract. The Company shall have no responsibility for the maintenance or repair of the PV System, or for its installation or removal. If during the term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Community Solar Garden Operator shall promptly repair or replace the equipment to its original specifications as set forth in Exhibit 1 at Community Solar Garden Operator's sole expense. Damages for breach of this provision of the Contract include no further payment of any amounts otherwise owed by the Company to the Community Solar Garden Operator under this Contract shall be paid.

**Additional Requirements.**

- e. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the payment described in Section 3(b).
- f. Community Solar Garden Operator shall comply with all of the rules stated in Company's applicable electric tariff related to photovoltaic systems, as the same may be revised from time to time. The Community Solar Garden Operator and Company shall comply with all of the rules stated in the Company's applicable electric tariff and the tariffed version of this Contract, as the same may be changed from time to time. 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. 9-55)

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

Section No. 9  
1st Revised Sheet No. 55

**6. Limitations and Liabilities.**

- a. Company does not imply any representation or warranty by Company of the design, installation, or operation of the PV equipment, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- b. Company shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Company shall not be liable for failure or fault in the delivery of electrical energy to the Community Solar Garden Operator or for total or partial interruption of service caused by accidents, breakdown of equipment, acts of God, floods, storms, fires, strikes, riots, war, terrorist attacks, sabotage, labor disputes, shortage of materials, the forces or nature, the authority and orders of government, and other causes or contingencies of whatever nature beyond the reasonable control of the Company, or which reasonably could not have been anticipated and avoided by the Company.
- c. Nothing in this Contract shall be construed as any representation or warranty by Company of the design, installation or operation of the PV System or any component thereof, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- d. Company shall not be liable for revenue lost by the Community Solar Garden Operator due to Company's inability to purchase or wheel energy generated by the PV System.
- e. Community Solar Garden Operator shall indemnify, defend, and hold Company, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system. Company shall not be liable to the Community Solar Garden Operator for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Company makes no warranty or representation concerning the taxable consequences, if any, to Community Solar Garden Operator with respect to its payments to Community Solar Garden Operator for participation in the Solar\*Rewards Program, or compensation for electric service sold to Company from the operation of Community Solar Garden Operator's PV System (if any), and Community Solar Garden Operator is urged to seek professional advice regarding this issue.

**7. Commencement and Term; Assignment; Enforceability.**

- a. This Contract becomes effective as soon as it is signed by the Community Solar Garden Operator and the Company and shall continue for a term of ten (10) years. At the end of the term of this Contract, the Community Solar Garden Operator's energy production and the REC ownership will continue to be subject to Standard Contract for Solar\*Rewards Community or other applicable tariff approved by the Commission.
- b. This Contract is assignable by Community Solar Garden Operator to any subsequent purchaser of Community Solar Garden Operator's premises at the Service Address. Company shall have ownership of all RECs produced by the PV System during the ten (10) year term of this Contract. In order for an assignment to be effective under this contract, Community Solar Garden Operator is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, and any remaining warranty information for the PV System. Community Solar Garden Operator is released from any and all future liability under this Contract upon its effective assignment.

(Continued on Sheet No. 9-56)

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**SOLAR\*REWARDS COMMUNITY CONTRACT FOR THOSE  
RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

Section No. 9  
1st Revised Sheet No. 56

**7. Commencement and Term; Assignment; Enforceability. (Continued)**

- c. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns for as long as the Contract remains in effect.
- d. This Contract does not waive Community Solar Garden Operator's right to bring a dispute before the Commission based on any provision of the Commission's rules authorizing Commission resolution of a dispute.
- e. If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice, mailed or delivered, to the defaulting Party; (a) identifying the nature of the default; and (b) stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within ninety (90) days for PV system operational issues and within thirty (30) days for non-operational issues, unless the failure to cure is due to factors beyond the defaulting Party's control, in which case the defaulting Party shall be given an additional period of time to cure that is reasonable under the circumstances. If the defaulting Party does not cure the default identified in the written notice within the identified time period, then the non-defaulting Party may, at its sole option, terminate this Contract upon written notice of termination mailed or delivered to the defaulting Party. Any notices given under this Section shall be addressed to the Parties (or their successors in interest) at their respective mailing addresses identified in the first paragraph of this Contract.
- f. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

**8. Miscellaneous.**

- a. This Contract contains all the agreements made between Community Solar Garden Operator and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: [www.xcelenergy.com](http://www.xcelenergy.com), and Community Solar Garden Operator and Company shall be bound by these posted modifications and amendments. Other than these exceptions, Community Solar Garden Operator and Company are not responsible for any agreements other than those stated in this Contract.
- b. This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- c. This Contract may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

(Continued on Sheet No. 9-57)

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Date Filed:	12-14-18	By:	Christopher B. Clark	Effective Date:	05-09-19
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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

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Section No. 9  
1st Revised Sheet No. 57

**8. Miscellaneous. (Continued)**

- d. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- e. This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.
- f. By executing this Contract, Community Solar Garden Operator grants to Company permission to share information concerning the location of the PV System and other information concerning the RECs owned by Company under this Contract to other Minnesota public utilities, municipalities, cooperatives and other entities that may be involved in REC transactions for the limited purpose of ensuring that the RECs associated with the Community Solar Garden Operator's PV System have not been sold to another entity.
- g. By executing this Contract, Community Solar Garden Operator grants to Company permission to share with Installer selected by the Community Solar Garden Operator any Community Solar Garden Operator information necessary to Installer to complete installation of the PV system on Community Solar Garden Operator's behalf.
- h. COMMUNITY SOLAR GARDEN OPERATOR AND THE COMPANY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

**As a qualified Community Solar Garden Operator, I have read, understand, and agree to the terms of the Contract set forth above and accept the 10-year payments described in Section 3(b).**

**Community Solar Garden Operator Name (printed):** \_\_\_\_\_

**Community Solar Garden Operator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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(Continued on Sheet No. 9-58)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

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Section No. 9  
2nd Revised Sheet No. 58

Company provides the per kWh payment referenced in Section 3(b) for production over the 10-year period following commissioning to Community Solar Garden Operator.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
as authorized agent for Northern States Power Company

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

Please mail this signed Solar\*Rewards Community Contract For Those Receiving Solar\*Rewards Incentive to the Solar\*Rewards program manager at the address shown below. The Contract will be signed by Company and a copy of the Contract will be mailed back to you.

Solar\*Rewards 414 Nicollet Mall, Minneapolis, MN 55401 Fax: 800-252-4371 Solar\*Rewards Program Manager: \_\_\_\_\_

(Continued on Sheet No. 9-59)

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Date Filed:	11-19-19	By: Christopher B. Clark	Effective Date:	01-03-20
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-19-725		Order Date:	01-03-20

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

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Section No. 9  
2nd Revised Sheet No. 59

**EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION**  
**Installer completes the following AFTER project completion and installation.**

Community Solar Garden Operator name:

Service Address:

Installer company:

Actual price for PV installation without batteries (attach PV invoice):

Company Account Number:

Date of PV installation:

Town / municipality / county:

Please check the appropriate box(es) if this is the same as the application for each item:

Please check the appropriate box(es) if this is the same as the application for each item:

- ☐ Manufacturer of PV panels installed:
- ☐ Model number of PV panels installed:
- ☐ STC rating (kW DC):
- ☐ Manufacturer of PV inverter installed:
- ☐ Model number of PV inverter installed:
- ☐ Inverter Quantity:
- ☐ Power rating: \_\_\_\_W
- ☐ PV Watts estimate of annual kWh generated:
- ☐ Efficiency %:
- ☐ Battery backup:

**As the installer for this project, I certify that the above-referenced PV equipment was installed at the Service Address listed above.**

\_\_\_\_\_  
Installer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Installer's Name Printed

(Continued on Sheet No. 9-59.001)

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Date Filed:	11-19-19	By: Christopher B. Clark	Effective Date:	01-03-20
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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(CLOSED TO NEW APPLICANTS AS OF JUNE 17, 2019)  
(Continued)**

Section No. 9  
1st Revised Sheet No. 59.001

**Exhibit 2: Applicable Incentives**

A. For Solar\*Rewards applications submitted and approved from July 23, 2014 through December 31, 2018, the incentive is \$0.08 / kWh for the PV System.

B. For Solar\*Rewards applications submitted and approved from January 1, 2019 through December 31, 2019, the following incentive levels apply:

	Production Incentive per kWh	Up-front Incentive \$/W
Low-Income Solar Garden	\$0.06	\$0.50
Solar*Rewards with Solar*Rewards Community Gardens	\$0.06	N/A

The up-front incentive shall be payable within thirty (30) business days after the Company has granted the PV System permission to operate.

The eligibility criteria for the "Low-Income Solar Garden" is as follows:

Any legal or governmental entity will be eligible for this incentive level if it can show that 50 percent or more of the anticipated PV System production is for its constituents who meet LIHEAP requirements or another pre-approved metric. The Company will require the submission of a 501(c)(3) form or similar statement, mission statement and proof of low-income constituency. For example, a school may provide and verify the percentage of students that receive free/reduced lunch, with at least 50 percent of the constituency meeting that threshold.

The Company will require that documentation showing initial eligibility be provided prior to the Company issuing a funding letter. Annual verification reporting will be required for five years after initial interconnection of the PV System to show that solar benefits continue to be passed on to qualifying low-income customers, and that the customer's low-income benefits are not being negatively adjusted due to participation in the Solar\*Rewards program. Failure to document compliance with this, or failure to meet these requirements, following a 30-day cure period will result in withholding future incentive payments so as to effectively have a prorated claw back of upfront incentive provided for the project until we have recovered that portion of the up-front incentive prorated for that period of time associated with either failure to document compliance or failure to have compliance with the eligibility requirements. Once the claw-back has been accomplished, the \$ / kWh incentive will be as set forth in the funding letter and consistent with the above.

**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
2nd Revised Sheet No. 59.01

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

Application ID: \_\_\_\_\_  
**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE**

**CONTRACT**

**Solar Garden Photovoltaic (PV) Systems Greater than 1 kW and No More than 40 kW AC Nameplate Capacity**

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and \_\_\_\_\_ ("Community Solar Garden Operator"), whose mailing address for billing and notice purposes is: \_\_\_\_\_, concerning electric service at the following address: \_\_\_\_\_ (the "Service Address").

**1. Fact Background.**

a. Community Solar Garden Operator will be installing the electric generating facilities described in Exhibit 1 (the "PV System") and meeting the requirements stated in this Contract, with a nameplate capacity rated at greater than 1 kilowatts and no more than 40 kilowatts alternating current ("AC") per premise, on property located at the Service Address. The total aggregate nameplate capacity per premise of all solar energy systems eligible for any Solar\*Rewards incentive shall be no more than 40 kilowatts alternating current. This limitation does not restrict the customer's ownership of additional solar capacity on the premise as long as the additional solar capacity also meets the requirements of the Section 9 Tariff.

- b. Community Solar Garden Operator is prepared to generate electricity in parallel with the Company using the PV System.
- c. Community Solar Garden Operator has submitted to Company an application to participate in Company's Solar\*Rewards program using the PV System.
- d. The Company is obligated under federal and Minnesota state law to interconnect with Community Solar Garden Operator and to purchase electricity generated by Community Solar Garden Operator through qualifying facilities and offered for sale to Company by the Community Solar Garden Operator.
- e. [Intentionally Omitted.]
- f. The Community Solar Garden Operator has an active application as a garden operator with Company's Solar\*Rewards Community Program.
- g. Community Solar Garden Operator and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar\*Rewards Program"), and related matters.

(Continued on Sheet No. 9-59.02)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	05-30-24

**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
1st Revised Sheet No. 59.02

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

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**2. Purchases and Sales of Electricity.**

Customer and Company agree:

- a. Company will sell electricity to the Community Solar Garden Operator under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs.
- b. Community Solar Garden Operator agrees to supply electricity generated by the PV System in the form of \_\_\_\_ phase, \_\_\_\_ wire, alternating current at the nominal frequency of 60 hertz, and at a nominal voltage of \_\_\_\_.
- c. Company will buy electricity generated by the PV System from the Community Solar Garden Operator under the applicable Company rate schedule filed with the Commission. The Community Solar Garden Operator elects to sell electricity generated by the PV System under the terms of the Standard Contract for Solar\*Rewards Community (as may be amended, hereinafter "Standard Contract for Solar\*Rewards Community") and this Solar\*Rewards Community Contract for those Receiving Solar\*Rewards Incentive.
- d. Community Solar Garden Operator will pay a monthly metering charge as set forth under the Standard Contract for Solar\*Rewards Community. House Power and other metering requirements set forth in the Standard Contract for Solar\*Rewards Community also apply.
- e. Sale of energy will be as set forth under the Standard Contract for Solar\*Rewards Community and as set forth in this Solar\*Rewards Community Contract for those Receiving Solar\*Rewards Incentive.

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(Continued on Sheet No. 9-59.03)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	05-30-24

**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
1st Revised Sheet No. 59.03

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

**3. Ownership of Renewable Energy Credits and Incentive Payment.**

Community Solar Garden Operator and Company agree:

- a. On the terms and subject to the conditions set forth in this Contract, the Community Solar Garden Operator agrees to convey to the Company and the Company will own all of the Renewable Energy Credits ("RECs"), defined in Section 5(c) below generated by the PV System at the Service Address for a term of ten (10) years from the installation date set forth in the "Actual System Installation Information" attached to this Contract as Exhibit 1.
- b. In consideration for Community Solar Garden Operator's participation in Company's Solar\*Rewards Program, Company shall pay a predetermined per kWh financial incentive for the PV System production for ten (10) years beginning with final commissioning. The incentive will remain set for the 10-year payment period and will not vary from year to year. PV System production will accumulate for each year. Within ninety (90) days after the end of each year, the Community Solar Garden Operator will receive an incentive check equal to the year's PV production, as measured by the billing statement that includes December 31, times the \$/kWh incentive. No incentive shall accrue after ten (10) years from the commissioning of the PV System, and the final incentive calculation will be at the end of that year, with the billing statement that includes December 31.
- c. The \$/kWh incentive is as follows: See Exhibit 2, attached hereto. This \$/kWh incentive amount may be changed by a tariff amendment to this Contract prior to both parties signing this Contract.
- d. The \$/kWh incentive may be assigned by the Community Solar Garden Operator to a third party.

**4. Representations by Community Solar Garden Operator.**

Community Solar Garden Operator hereby makes the following representations and warranties to Company:

- a. Community Solar Garden Operator warrants that the person signing this Contract on behalf of Community Solar Garden Operator is authorized and competent to sign this Contract and to bind Community Solar Garden Operator to the terms of this Contract.
- b. Community Solar Garden Operator is an end-use electric consumer located within the electric service territory of Company in Minnesota.
- c. Community Solar Garden Operator shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty, and shall be installed as of the date set forth in Exhibit 1.

(Continued on Sheet No. 9-59.04)

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Docket No.	E002/M-13-867		Order Date:	05-30-24



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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
2nd Revised Sheet No. 59.04

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

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**4. Representations by Community Solar Garden Operator. (Continued)**

- d. The PV System shall be located on the Community Solar Garden Operator's facilities at the Service Address at all times during the term of this Contract.
- e. The PV System has a minimum nameplate AC output capacity of 1000 watts and a maximum capacity of no more than 40 kilowatts.
- f. PV equipment including, but not limited to modules, inverters, etc., as described in the Community Solar Garden Operator's completed Exhibit 1 shall meet eligibility requirements when listed as qualified on the Company website: [www.xcelenergy.com](http://www.xcelenergy.com).
- g. [Intentionally left blank].
- h. [Intentionally left blank].
- i. The Community Solar Garden Operator has not received an incentive and is not a party to any other signed contract with the Company pertaining to the PV System other than the Standard Contract for Solar\*Rewards Community. Customer shall not collect incentives from other state or utility programs for the PV system covered under this Contract.
- j. This Contract shall not be effective until the Community Solar Garden Operator has an effective Standard Contract for Solar\*Rewards Community. In the event that Community Solar Garden Operator has breached the Standard Contract for Solar\*Rewards Community or is otherwise for some period of time not entitled to payments under that contract, then for the same period of time the Community Solar Garden Operator is not entitled to payments under this Contract. Any period of time under which the Customer is not entitled to incentive payments shall not extend the ten (10) year payment period referenced in Section 3(b). In the event that the Standard Contract for Solar\*Rewards Community is terminated, then this Contract shall also be terminated.

**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Metering.**

- a. The metering requirements are set forth in the Standard Contract for Solar\*Rewards Community.

**Interconnection to Company Distribution System.**

- b. Interconnection requirements are set forth in the Standard Contract for Solar\*Rewards Community applicable to applications filed on or after June 17, 2019.

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(Continued on Sheet No. 9-59.05)

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
1st Revised Sheet No. 59.05

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

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**5. Requirements for PV System Installation, Operation, and Maintenance.**

**Interconnection to Company Distribution System. (Continued)**

- c. For purposes of this Contract, these terms have the following meanings: (Continued)
- "Renewable Energy Credits" or "RECs" are all attributes of an environmental or other nature that are created or otherwise arise from the PV System'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 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 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 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 PV System is eligible or that either receives.

**Installation, Operation and Maintenance of PV System.**

- d. Community Solar Garden Operator shall maintain the PV System and the individual components of the system in good working order at all times during the term of this Contract. The Company shall have no responsibility for the maintenance or repair of the PV System, or for its installation or removal. If during the term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Community Solar Garden Operator shall promptly repair or replace the equipment to its original specifications as set forth in Exhibit 1 at Community Solar Garden Operator's sole expense. Damages for breach of this provision of the Contract include no further payment of any amounts otherwise owed by the Company to the Community Solar Garden Operator under this Contract shall be paid.

**Additional Requirements.**

- e. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the payment described in Section 3(b).
- f. Community Solar Garden Operator shall comply with all of the rules stated in Company's applicable electric tariff related to photovoltaic systems, as the same may be revised from time to time. The Community Solar Garden Operator and Company shall comply with all of the rules stated in the Company's applicable electric tariff and the tariffed version of this Contract, as the same may be changed from time to time. 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. 9-59.06)

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		President, Northern States Power Company, a Minnesota corporation		
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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
1st Revised Sheet No. 59.06

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

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**6. Limitations and Liabilities.**

- a. Company does not imply any representation or warranty by Company of the design, installation, or operation of the PV equipment, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- b. Nothing in this Contract shall be construed as any representation or warranty by Company of the design, installation or operation of the PV System or any component thereof, and Company expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- c. Company shall not be liable for revenue lost by the Community Solar Garden Operator due to Company's inability to purchase or wheel energy generated by the PV System.
- d. Company makes no warranty or representation concerning the taxable consequences, if any, to Community Solar Garden Operator with respect to its payments to Community Solar Garden Operator for participation in the Solar\*Rewards Program, or compensation for electric service sold to Company from the operation of Community Solar Garden Operator's PV System (if any), and Community Solar Garden Operator is urged to seek professional advice regarding this issue.

**7. Commencement and Term; Assignment; Enforceability.**

- a. This Contract becomes effective as soon as it is signed by the Community Solar Garden Operator and the Company and shall continue for a term of ten (10) years. At the end of the term of this Contract, the Community Solar Garden Operator's energy production and the REC ownership will continue to be subject to Standard Contract for Solar\*Rewards Community or other applicable tariff approved by the Commission.
- b. This Contract is assignable by Community Solar Garden Operator to any subsequent purchaser of Community Solar Garden Operator's premises at the Service Address. Company shall have ownership of all RECs produced by the PV System during the ten (10) year term of this Contract. In order for an assignment to be effective under this contract, Community Solar Garden Operator is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, and any remaining warranty information for the PV System. Community Solar Garden Operator is released from any and all future liability under this Contract upon its effective assignment.

(Continued on Sheet No. 9-59.07)

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
1st Revised Sheet No. 59.07

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

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**7. Commencement and Term; Assignment; Enforceability. (Continued)**

- c. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns for as long as the Contract remains in effect.
- d. This Contract does not waive Community Solar Garden Operator's right to bring a dispute before the Commission based on any provision of the Commission's rules authorizing Commission resolution of a dispute.
- e. If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice, mailed or delivered, to the defaulting Party; (a) identifying the nature of the default; and (b) stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within ninety (90) days for PV system operational issues and within thirty (30) days for non-operational issues, unless the failure to cure is due to factors beyond the defaulting Party's control, in which case the defaulting Party shall be given an additional period of time to cure that is reasonable under the circumstances. If the defaulting Party does not cure the default identified in the written notice within the identified time period, then the non-defaulting Party may, at its sole option, terminate this Contract upon written notice of termination mailed or delivered to the defaulting Party. Any notices given under this Section shall be addressed to the Parties (or their successors in interest) at their respective mailing addresses identified in the first paragraph of this Contract.
- f. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

**8. Miscellaneous.**

- a. This Contract contains all the agreements made between Community Solar Garden Operator and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: [www.xcelenergy.com](http://www.xcelenergy.com), and Community Solar Garden Operator and Company shall be bound by these posted modifications and amendments. Other than these exceptions, Community Solar Garden Operator and Company are not responsible for any agreements other than those stated in this Contract.
- b. This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- c. This Contract may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

(Continued on Sheet No. 9-59.08)

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
1st Revised Sheet No. 59.08

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

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**8. Miscellaneous. (Continued)**

- d. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- e. This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.
- f. By executing this Contract, Community Solar Garden Operator grants to Company permission to share information concerning the location of the PV System and other information concerning the RECs owned by Company under this Contract to other Minnesota public utilities, municipalities, cooperatives and other entities that may be involved in REC transactions for the limited purpose of ensuring that the RECs associated with the Community Solar Garden Operator's PV System have not been sold to another entity.
- g. By executing this Contract, Community Solar Garden Operator grants to Company permission to share with Installer selected by the Community Solar Garden Operator any Community Solar Garden Operator information necessary to Installer to complete installation of the PV system on Community Solar Garden Operator's behalf.
- h. COMMUNITY SOLAR GARDEN OPERATOR AND THE COMPANY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

**As a qualified Community Solar Garden Operator, I have read, understand, and agree to the terms of the Contract set forth above and accept the 10-year payments described in Section 3(b).**

**Community Solar Garden Operator Name (printed):** \_\_\_\_\_

**Community Solar Garden Operator Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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(Continued on Sheet No. 9-59.09)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
1st Revised Sheet No. 59.09

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

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Company provides the per kWh payment referenced in Section 3(b) for production over the 10-year period following commissioning to Community Solar Garden Operator.

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
as authorized agent for Northern States Power Company

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

Please mail this signed Solar\*Rewards Community Contract For Those Receiving Solar\*Rewards Incentive to the Solar\*Rewards program manager at the address shown below. The Contract will be signed by Company and a copy of the Contract will be mailed back to you.

Solar\*Rewards 414 Nicollet Mall, Minneapolis, MN 55401 Fax: 800-252-4371 Solar\*Rewards Program Manager: \_\_\_\_\_

(Continued on Sheet No. 9-59.10)

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
2nd Revised Sheet No. 59.10

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

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**EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION**  
**Installer completes the following AFTER project completion and installation.**

Community Solar Garden Operator name:

Service Address:

Installer company:

Actual price for PV installation without batteries (attach PV invoice):

Company Account Number:

Date of PV installation:

Town / municipality / county:

Please check the appropriate box(es) if this is the same as the application for each item:

- ☐ Manufacturer of PV panels installed:
- ☐ Model number of PV panels installed:
- ☐ STC rating (kW DC):
- ☐ Manufacturer of PV inverter installed:
- ☐ Model number of PV inverter installed:
- ☐ Inverter Quantity:
- ☐ Power rating: \_\_\_\_W
- ☐ PV Watts estimate of annual kWh generated:
- ☐ Efficiency %:
- ☐ Battery backup:

**As the installer for this project, I certify that the above-referenced PV equipment was installed at the Service Address listed above.**

\_\_\_\_\_  
Installer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Installer's Name Printed

(Continued on Sheet No. 9-59.11)

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**SOLAR\*REWARDS COMMUNITY CONTRACT  
FOR THOSE RECEIVING SOLAR\*REWARDS INCENTIVE  
(Continued)**

Section No. 9  
2nd Revised Sheet No. 59.11

**(CLOSED TO APPLICATIONS NOT APPROVED BEFORE  
JANUARY 1, 2024)**

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**Exhibit 2: Applicable Incentives**

A. For Solar\*Rewards applications submitted and approved from July 23, 2014 through December 31, 2018, the incentive is \$0.08 / kWh for the PV System.

B. For Solar\*Rewards applications submitted and approved after January 1, 2019, the following incentive levels apply:

	Production Incentive per kWh	Up-front Incentive \$/W
Low-Income Solar Garden	\$0.06	\$0.50
Solar*Rewards with Solar*Rewards Community Gardens	\$0.06	N/A

The up-front incentive shall be payable within thirty (30) business days after the Company has granted the PV System permission to operate.

The eligibility criteria for the "Low-Income Solar Garden" is as follows:

Any legal or governmental entity will be eligible for this incentive level if it can show that 50 percent or more of the anticipated PV System production is for its constituents who meet LIHEAP requirements or another pre-approved metric. The Company will require the submission of a 501(c)(3) form or similar statement, mission statement and proof of low-income constituency. For example, a school may provide and verify the percentage of students that receive free/reduced lunch, with at least 50 percent of the constituency meeting that threshold.

The Company will require that documentation showing initial eligibility be provided prior to the Company issuing a funding letter. Annual verification reporting will be required for five years after initial interconnection of the PV System to show that solar benefits continue to be passed on to qualifying low-income customers, and that the customer's low-income benefits are not being negatively adjusted due to participation in the Solar\*Rewards program. Failure to document compliance with this, or failure to meet these requirements, following a 30-day cure period will result in withholding future incentive payments so as to effectively have a prorated claw back of upfront incentive provided for the project until we have recovered that portion of the up-front incentive prorated for that period of time associated with either failure to document compliance or failure to have compliance with the eligibility requirements. Once the claw-back has been accomplished, the \$ / kWh incentive will be as set forth in the funding letter and consistent with the above.



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**ASSIGNMENT OF CONTRACT**

Section No. 9  
Original Sheet No. 60

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**ASSIGNMENT OF SOLAR\*REWARDS CONTRACT**

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A Solar\*Rewards Customer Contract ("Contract") having been made as of [insert date of underlying Solar\*Rewards Contract] (a copy of which is attached hereto), by and between **Northern States Power Company, a Minnesota corporation**, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Solar\*Rewards Customer Contract] ("Assignor") for service provided at [insert Service Address] ("Service Address"); and

**WHEREAS**, the Assignor intends to sell or has sold the premises at the Service Address to [insert name of new purchaser of the Service Address] ("Assignee"); and

**WHEREAS**, the Assignor intends to assign the Contract to the Assignee; and

**NOW, THEREFORE**, upon:

1. The execution of this Assignment of Contract by Company, the Assignor, and the Assignee and the delivery of all signatures to Company;
2. The Assignor providing to the Company any remaining warranty information for the PV System; and,
3. The actual sale of the premises at the Service Address from the Assignor to the Assignee and notice provided by either the Assignee or Assignor to the Company of this actual sale,

the attached Contract is hereby further amended as follows:

1. The Assignor hereby irrevocably assigns the attached Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
2. Company consents to this assignment and, as assigned, the attached Contract is hereby amended so that wherever the name of the Assignor is used therein it shall mean the Assignee.
3. Any and all payments made by Company under the Contract to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
4. If Assignor or any of its predecessors in interest under the Contract has assigned the incentive payments under the Contract to a third party, the assignment of the Contract is subject to that assignment of incentive payments. In this event, Assignee hereby provides consent for the Company to provide to such third party (and to any other person or entity who in the future the incentive payments may be subsequently re-assigned) the following information related to the assigned Contract:
  - a. Customer's (Assignee's) name, address, account number, premise number and meter number(s).
  - b. Meter reading information pertaining to the PV System.
  - c. The compensation rate applicable to the PV System production.

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(Continued on Sheet No. 9-61)

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Date Filed:	10-31-13	By: David M. Sparby	Effective Date:	07-23-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-1015		Order Date:	07-23-14

**ASSIGNMENT OF CONTRACT**  
**(Continued)**

Section No. 9  
1st Revised Sheet No. 61

5. Company shall have ownership of all RECs produced by the PV System during the term of the attached Contract.
6. In order for this Assignment of Contract to be valid, the following must also occur. If the MN DIA has been signed, then the tariffed Assignment of Minnesota Distributed Energy Resource Interconnection Agreement needs to also be signed by the Assignor, Assignee and Northern States Power Company. Further, if the Uniform Statewide Contract has also been signed pertaining to the PV System, then the Assignee and Northern States Power Company also need to sign a new Uniform Statewide Contract pertaining to the PV System that is the subject of the Solar\*Rewards contract. However, no additional engineering review fees or costs shall be applied to the Assignee for the signing of this Uniform Statewide Contract if the new contract is merely replacing a similar contract for the same PV System. The effective date of the newly signed Uniform Statewide Contract shall coincide with the cancellation date of the prior Uniform Statewide Contract.

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It is further agreed that all terms and conditions of the Contract, as amended, shall remain in full force and effect.

Facsimile signatures, or signatures to the Assignment of Contract sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment of Contract, shall have the same validity as the original.

**IN WITNESS WHEREOF**, Company, the Assignor, and the Assignee have executed this Assignment of Solar\*Rewards Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Assignor – [insert actual name]**

\_\_\_\_\_  
**Assignee – [insert actual name]**

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

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

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

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

**Northern States Power Company**  
**d/b/a Xcel Energy**

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

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

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

Section No. 9  
Original Sheet No. 61.1

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

A Standard Contract for Solar\*Rewards Community, including any amendments thereto approved by the Minnesota Public Utilities Commission ("Contract") having been made as of [insert date of underlying Contract] (a copy of which is attached hereto), by and between **Northern States Power Company, a Minnesota corporation**, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Contract] ("Assignor") for a Community Solar Garden with a nameplate capacity of \_\_\_\_ kW (AC) located at [insert address]; and

**WHEREAS**, the Assignor intends to convey its interest as the Community Solar Garden Operator of the above-referenced Community Solar Garden to [insert name of Assignee] ("Assignee"); and

**WHEREAS**, the Assignor intends to assign the Contract to the Assignee; and

**NOW, THEREFORE**, upon the execution of this Assignment of Contract by Company, the Assignor, and the Assignee and the delivery of all signatures to Company, the attached Contract is hereby further amended as follows:

1. The Assignor hereby irrevocably assigns the attached Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
2. Company consents to this assignment and, as assigned, the attached Contract is hereby amended so that wherever the name of the Assignor is used therein it shall mean the Assignee.
3. Any and all payments made by Company under the Contract to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
4. Any and all financial liability, including but not limited to amounts due, from the Community Solar Garden Operator to the Company, occurring or accruing under the Contract on or before the date of the Company's signature to this Assignment shall be deemed to be the obligation of both the Assignor and Assignee, and the Company may recover any such amounts jointly and severally from the Assignor and Assignee.
5. The Assignor will inform Assignee of all passwords associated with the Salesforce system relating to the Community Solar Garden.

(Continued on Sheet No. 9-61.2)

Date Filed:	12-18-15	By: Christopher B. Clark	Effective Date:	12-18-15
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	12-15-15

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

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Section No. 9  
Original Sheet No. 61.2

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

6. The contact information, including name, primary contact, address, telephone number and email address of the Assignee is as follows:

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7. It is further agreed that all terms and conditions of the Contract, as amended, shall remain in full force and effect.

Facsimile signatures, or signatures to the Assignment of Contract sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment of Contract, shall have the same validity as the original.

**IN WITNESS WHEREOF**, Company, the Assignor, and the Assignee have executed this Assignment of Solar\*Rewards Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Assignor – [insert actual name]**

\_\_\_\_\_  
**Assignee – [insert actual name]**

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

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

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

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

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

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

**Northern States Power Company  
d/b/a Xcel Energy**

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

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

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

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Date Filed:	12-18-15	By: Christopher B. Clark	Effective Date:	12-18-15
		President, Northern States Power Company, a Minnesota corporation		
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**ASSIGNMENT OF INCENTIVE PAYMENTS**

Section No. 9  
1st Revised Sheet No. 62

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**ASSIGNMENT OF INCENTIVE PAYMENTS**

A Solar\*Rewards Customer Contract or Solar\*Rewards Community Contract for those receiving Solar\*Rewards Incentive ("Contract") having been made as of [insert date of underlying Contract], by and between **Northern States Power Company, a Minnesota corporation**, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Contract] ("Assignor") for service provided at [insert Service Address] ("Service Address"); and

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**WHEREAS**, the Assignor intends to assign the incentive payments referenced in paragraph 3.b of the Contract to [insert name, address and telephone number] ("Assignee"); and

**NOW, THEREFORE**, upon the execution of this Assignment by Company, the Assignor, and the Assignee and the delivery of all signatures to Company;

the following provisions apply:

1. The Assignor hereby irrevocably assigns the incentive payments in the Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
2. Company consents to this assignment and, as assigned, the Contract is hereby so amended.
3. Any and all incentive payments made by Company to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
4. The Assignor hereby provides consent for the Company to provide to the Assignee (and to any other person or entity who in the future the incentive payments may be subsequently re-assigned) with the following information on an ongoing basis until the incentive payments in the Contract are no longer due or payable:
  - a. Customer's (Assignor's) name, address, account number, premise number and meter number(s).
  - b. Meter reading information pertaining to the PV System, which may include historical meter reading information.
  - c. The compensation rate applicable to the PV System production.

It is further agreed that all terms and conditions of the Contract, as amended, shall remain in full force and effect.

Facsimile signatures, or signatures to the Assignment sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment, shall have the same validity as the original.

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(Continued on Sheet No. 9-63)

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Date Filed:	09-30-13 & 10-31-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867 & E002/M-13-1015		Order Date:	09-17-14

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**ASSIGNMENT OF INCENTIVE PAYMENTS**  
**(Continued)**

Section No. 9  
Original Sheet No. 63

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**IN WITNESS WHEREOF**, Company, the Assignor, and the Assignee have executed this Assignment of Incentive Payments as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Assignor – [insert actual name]**

\_\_\_\_\_  
**Assignee – [insert actual name]**

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

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

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

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

**Northern States Power Company**  
**d/b/a Xcel Energy**

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

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

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Date Filed:	10-31-13	By: David M. Sparby	Effective Date:	07-23-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-1015		Order Date:	07-23-14

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
8th 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.

**DEFINITIONS**

Deemed Complete - For applications that are not subject to the MN DIP, the term "Deemed Complete" shall mean the successful completion of the requirements in tariff Section 9, Sheet No. 67, step (i). For applications that are subject to the MN DIP, the term "Deemed Complete" shall mean the last date of any of the following: date-and-time stamp of receipt of a complete Interconnection Application as provided for in MN DIP section 1.5.2.; completing the application for the Solar\*Rewards Community Program; and, paying the Solar\*Rewards Community Program application fee and deposit.

Mechanical Completion - For applications that are not subject to the MN DIP, the term "Mechanical Completion" is as defined in tariff Section 9, Sheet No. 68, par. 1.i. For applications that are subject to the MN DIP, the term "Mechanical Completion" shall mean the date when all of the following have been completed:

- Installation of the DER;
- Submission to the Company of proof of insurance, as required by Company tariffs or MN DIA;
- Submission to the Company of State of Minnesota electrical inspection forms ("Blue Copy") filed with the Company showing successful completion of testing; and,
- Inspection and functional testing of DER components.

Legacy CSG Program – means the Solar\*Reward Community program at tariff sheets 9-64 through 9-99, and 9-59.01 through 9-59.11, that is not subject to the LMI Accessible Community Solar Garden Program beginning at tariff sheet 9-99.01.

Approved – For the purposes of determining whether an application has been Approved before January 1, 2024, this means the interconnection application associated with the Community Solar Garden has been Deemed Complete under MN DIP 1.5.2 before January 1, 2024.

**RATE**

The Bill Credit Rate that applies is either based on:

1. The applicable retail rate
  - a. for applications that on or before December 31, 2016, have met the requirements in tariff Section 9, Sheet 67, step (i) ("Deemed Complete" or "Initial Application Completeness"); or,
  - b. for applications that otherwise qualify as provided for in an authorized amendment to the Standard Contract for Solar\*Rewards Community; or,
2. The Value of Solar (VOS) rate for applications that are Deemed Complete on or after January 1, 2017, and that do not qualify for the applicable retail rate.

(Continued on Sheet No. 9-64.1)

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Date Filed:	06-07-24	By: Ryan J. Long	Effective Date:	06-07-24
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867 & E002/CI-23-335		Order Date:	05-30-24

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

Section No. 9  
9th Revised Sheet No. 64.1

**APPLICABLE RETAIL RATE**

The applicable retail rate Bill Credit Rate below is applicable to those applications that were Deemed Complete on or before December 31, 2016 or otherwise qualify as provided for in an authorized amendment to the Standard Contract for Solar\*Rewards Community.

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	\$0.15252
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.17252
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.18252
Small General Service	Standard	\$0.15969
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.17969
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.18969
General Service	Standard	\$0.13186
	Enhanced – Solar Gardens > 250 KW (AC)	\$0.15186
	Enhanced – Solar Gardens ≤ 250 KW (AC)	\$0.16186

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.

(Continued on Sheet No. 9-64.1a)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	05-30-24



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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
3rd Revised Sheet No. 64.1a

**VALUE OF SOLAR (VOS) BILL CREDIT RATE**

The following definitions apply:

“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.

“Term of the Contract” means the term of the Standard Contract for Solar\*Rewards Community.

The specific VOS Bill Credit Rate to be applied will depend on several factors. Each application Deemed Complete in a given calendar year will have a VOS Bill Credit Rate table applicable to the vintage of the VOS based on the calendar year it was Deemed Complete (“VOS Vintage Year”). In the event a VOS Vintage Year Bill Credit Rate table is not approved for part or all of a given calendar year, the most recently approved VOS Vintage Year Bill Credit Rate table will apply to applications Deemed Complete in that calendar year until a new VOS Vintage Year Bill Credit Rate table becomes effective. Each VOS Vintage Year table of Bill Credit Rates will have separate rates for each of the 25 years of production from the garden. The rate for Year 1 for a given VOS Vintage Year will apply for all Bill Credits associated with production in the first calendar month associated with the Date of Commercial Operation and all subsequent calendar months in the same calendar year. The VOS Bill Credit Rate for Year 2 for a given VOS Vintage Year will apply for all calendar months in the following calendar year. In the same way, the rates for Year 3 through 25 shall apply in sequential order for each of the following calendar years. Where the Date of Commercial Operation is not January 1, the Year 25 rate shall also apply to the final calendar year up to the end of the Term of the Contract.

A 1.5 cent per kWh residential adder will apply to any project application with a 2019, 2020, 2021, or 2022 VOS Vintage Year Bill Credit Rate, and it will apply to all residential subscriptions in that garden over the 25-year life of the garden, commencing at the Date of Commercial Operation. Notwithstanding this, every new Subscription for a residential subscription entered into the Company’s systems on or after January 1, 2024, will only be eligible for the residential adder where in entering that Subscription into the Company’s systems the garden operator identifies that the Subscription is not subject to the Building Subscription Model. As this term is used here, “Building Subscription Model” means that for a tenant occupied unit the tenant is not the named customer of record for retail electrical service from the Company, but instead the landlord, building manager, building owner or some other third party is the named customer of record for retail electrical service from the Company. Once a Subscription that has been entered into the Company’s systems on or after January 1, 2024, if at any time the status whether the Subscription is subject to the Building Subscription Model changes, then the garden operator shall promptly change the identification in the Company’s systems as to whether the Subscription is subject to the Building Subscription Model. In situations where the garden operator has identified that the Subscription is not subject to the Building Subscription Model, but it in fact is subject to the Building Subscription Model, then the Company may collect from the garden operator all improperly applied residential adders associated with the Subscription for a period going back to one year from the date that the Company provides notice to the garden operator that the residential adder should not have been applied. Payment from the garden operator to the Company shall be made within 30 days of demand. Any failure to timely make this payment shall be considered as a breach of the Standard Contract for Solar\*Rewards Community. The garden operator shall follow the Dispute Resolution provisions of the Standard Contract for Solar\*Rewards Community for any dispute about this.

(Continued on Sheet No. 9-64.101)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	05-30-24

**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

Section No. 9  
3rd Revised Sheet No. 64.101

**2017 VOS VINTAGE YEAR BILL CREDIT RATE**

The table below shows the 2017 VOS Vintage Year Bill Credit Rates. These are applicable to applications Deemed Complete from January 1, 2017 through April 4, 2018, and that do not qualify for the applicable retail rate.

Year Number	2017 VOS Vintage Year Bill Credit Rate (\$/kWh)		Year Number	2017 VOS Vintage Year Bill Credit Rate (\$/kWh)
Year 1	\$0.1033		Year 14	\$0.1391
Year 2	\$0.1057		Year 15	\$0.1424
Year 3	\$0.1081		Year 16	\$0.1457
Year 4	\$0.1106		Year 17	\$0.1490
Year 5	\$0.1132		Year 18	\$0.1525
Year 6	\$0.1158		Year 19	\$0.1560
Year 7	\$0.1185		Year 20	\$0.1597
Year 8	\$0.1212		Year 21	\$0.1634
Year 9	\$0.1241		Year 22	\$0.1672
Year 10	\$0.1269		Year 23	\$0.1710
Year 11	\$0.1299		Year 24	\$0.1750
Year 12	\$0.1329		Year 25	\$0.1791
Year 13	\$0.1360			

**2018 VOS VINTAGE YEAR BILL CREDIT RATE**

The table below shows the 2018 VOS Vintage Year Bill Credit Rates. These are applicable to applications Deemed Complete from April 4, 2018 until the 2019 VOS Vintage Year Bill Credit Rate table is effective.

Year Number	2018 VOS Vintage Year Bill Credit Rate (\$/kWh)		Year Number	2018 VOS Vintage Year Bill Credit Rate (\$/kWh)
Year 1	\$0.0976		Year 14	\$0.1306
Year 2	\$0.0998		Year 15	\$0.1336
Year 3	\$0.1021		Year 16	\$0.1366
Year 4	\$0.1044		Year 17	\$0.1397
Year 5	\$0.1067		Year 18	\$0.1429
Year 6	\$0.1092		Year 19	\$0.1462
Year 7	\$0.1117		Year 20	\$0.1495
Year 8	\$0.1142		Year 21	\$0.1529
Year 9	\$0.1168		Year 22	\$0.1563
Year 10	\$0.1194		Year 23	\$0.1599
Year 11	\$0.1221		Year 24	\$0.1635
Year 12	\$0.1249		Year 25	\$0.1672
Year 13	\$0.1277			

(Continued on Sheet No. 9-64.102)

Date Filed: 08-28-23 By: Ryan J. Long Effective Date: 06-07-24  
President, Northern States Power Company, a Minnesota corporation  
Docket No. E002/M-13-867 Order Date: 05-30-24

**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

Section No. 9  
3rd Revised Sheet No. 64.102

**2019 VOS VINTAGE YEAR BILL CREDIT RATE**

The table below shows the 2019 VOS Vintage Year Bill Credit Rates. These are applicable to applications Deemed Complete from March 26, 2019 until the 2020 VOS Vintage Year Bill Credit Rate table is effective.

Year Number	2019 VOS Vintage Year Bill Credit Rate (\$/kWh)		Year Number	2019 VOS Vintage Year Bill Credit Rate (\$/kWh)
Year 1	\$0.0904		Year 14	\$0.1208
Year 2	\$0.0925		Year 15	\$0.1235
Year 3	\$0.0945		Year 16	\$0.1263
Year 4	\$0.0967		Year 17	\$0.1291
Year 5	\$0.0988		Year 18	\$0.1320
Year 6	\$0.1011		Year 19	\$0.1350
Year 7	\$0.1033		Year 20	\$0.1380
Year 8	\$0.1057		Year 21	\$0.1411
Year 9	\$0.1080		Year 22	\$0.1443
Year 10	\$0.1105		Year 23	\$0.1475
Year 11	\$0.1130		Year 24	\$0.1509
Year 12	\$0.1155		Year 25	\$0.1542
Year 13	\$0.1181			

**2020 VOS VINTAGE YEAR BILL CREDIT RATE**

The table below shows the 2020 VOS Vintage Year Bill Credit Rates. These are applicable to applications Deemed Complete from March 9, 2020 until the 2021 VOS Vintage Year Bill Credit Rate table is effective.

Year Number	2020 VOS Vintage Year Bill Credit Rate (\$/kWh)		Year Number	2020 VOS Vintage Year Bill Credit Rate (\$/kWh)
Year 1	\$0.0940		Year 14	\$0.1252
Year 2	\$0.0961		Year 15	\$0.1280
Year 3	\$0.0983		Year 16	\$0.1309
Year 4	\$0.1005		Year 17	\$0.1338
Year 5	\$0.1027		Year 18	\$0.1368
Year 6	\$0.1050		Year 19	\$0.1398
Year 7	\$0.1073		Year 20	\$0.1430
Year 8	\$0.1097		Year 21	\$0.1461
Year 9	\$0.1122		Year 22	\$0.1494
Year 10	\$0.1147		Year 23	\$0.1527
Year 11	\$0.1172		Year 24	\$0.1561
Year 12	\$0.1198		Year 25	\$0.1596
Year 13	\$0.1225			

(Continued on Sheet No. 9-64.103)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	05-30-24

**SOLAR\*REWARDS COMMUNITY PROGRAM**

(Continued)

**(CLOSED TO APPLICATIONS NOT APPROVED**

**BEFORE JANUARY 1, 2024)**

Section No. 9  
3rd Revised Sheet No. 64.103

**2021 VOS VINTAGE YEAR BILL CREDIT RATE**

The table below shows the 2021 VOS Vintage Year Bill Credit Rates. These are applicable to applications Deemed Complete from March 9, 2021 until the 2022 VOS Vintage Year Bill Credit Rate table is effective.

Year Number	2021 VOS Vintage Year Bill Credit Rate (\$/kWh)		Year Number	2021 VOS Vintage Year Bill Credit Rate (\$/kWh)
Year 1	\$0.0911		Year 14	\$0.1196
Year 2	\$0.0931		Year 15	\$0.1221
Year 3	\$0.0950		Year 16	\$0.1247
Year 4	\$0.0970		Year 17	\$0.1273
Year 5	\$0.0991		Year 18	\$0.1300
Year 6	\$0.1012		Year 19	\$0.1327
Year 7	\$0.1033		Year 20	\$0.1355
Year 8	\$0.1055		Year 21	\$0.1384
Year 9	\$0.1077		Year 22	\$0.1413
Year 10	\$0.1100		Year 23	\$0.1443
Year 11	\$0.1123		Year 24	\$0.1473
Year 12	\$0.1147		Year 25	\$0.1504
Year 13	\$0.1171			

**2022 VOS VINTAGE YEAR BILL CREDIT RATE**

The table below shows the 2022 VOS Vintage Year Bill Credit Rates. These are applicable to applications Deemed Complete from April 12, 2022 until the 2023 VOS Vintage Year Bill Credit Rate table is effective.

Year Number	2022 VOS Vintage Year Bill Credit Rate (\$/kWh)		Year Number	2022 VOS Vintage Year Bill Credit Rate (\$/kWh)
Year 1	\$0.0965		Year 14	\$0.1279
Year 2	\$0.0986		Year 15	\$0.1307
Year 3	\$0.1008		Year 16	\$0.1336
Year 4	\$0.1030		Year 17	\$0.1365
Year 5	\$0.1052		Year 18	\$0.1395
Year 6	\$0.1075		Year 19	\$0.1425
Year 7	\$0.1099		Year 20	\$0.1457
Year 8	\$0.1123		Year 21	\$0.1488
Year 9	\$0.1148		Year 22	\$0.1521
Year 10	\$0.1173		Year 23	\$0.1554
Year 11	\$0.1199		Year 24	\$0.1588
Year 12	\$0.1225		Year 25	\$0.1623
Year 13	\$0.1252			

(Continued on Sheet No. 9-64.104)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
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Section No. 9  
1st Revised Sheet No. 64.104

**2023 VOS VINTAGE YEAR BILL CREDIT RATE**

The table below shows the 2023 VOS Vintage Year Bill Credit Rates. These are applicable to applications Deemed Complete from April 13, 2023 until applications under the Legacy CSG Program are no longer accepted.

C

<b>Year Number</b>	<b>2023 VOS Vintage Year Bill Credit Rate (\$/kWh)</b>		<b>Year Number</b>	<b>2023 VOS Vintage Year Bill Credit Rate (\$/kWh)</b>
Year 1	\$0.1058		Year 14	\$0.1448
Year 2	\$0.1084		Year 15	\$0.1483
Year 3	\$0.1111		Year 16	\$0.1520
Year 4	\$0.1138		Year 17	\$0.1557
Year 5	\$0.1166		Year 18	\$0.1595
Year 6	\$0.1194		Year 19	\$0.1634
Year 7	\$0.1223		Year 20	\$0.1673
Year 8	\$0.1253		Year 21	\$0.1714
Year 9	\$0.1284		Year 22	\$0.1756
Year 10	\$0.1315		Year 23	\$0.1799
Year 11	\$0.1347		Year 24	\$0.1843
Year 12	\$0.1380		Year 25	\$0.1888
Year 13	\$0.1414			

(Continued on Sheet No. 9-65)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

Section No. 9  
4th Revised Sheet No. 65

**RATE APPLICATION**

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. 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 twelve (12) 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 twelve (12) 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 twelve (12) 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, adds distributed generation to the premise associated with the subscription, or relocates to a new address.

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(Continued on Sheet No. 9-66)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

Section No. 9  
3rd Revised Sheet No. 66

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**TERMS AND CONDITIONS (Continued)**

- f. The Community Solar Garden must comply with the Service Territory Requirement;
- 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.

(Continued on Sheet No. 9-66.1)

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**SOLAR\*REWARDS COMMUNITY PROGRAM  
(Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
4th Revised Sheet No. 66.1

**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 a program application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The program application fee is meant to cover the cost to the Company of processing the program application. This is in addition to the interconnection application fee and other interconnection fees or costs.

(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. The deposit will be eligible for release upon any of the following conditions: 1) full execution of the Interconnection Agreement, 2) garden operator withdrawal of Solar\*Rewards Community application in the online application system, or 3) Company cancellation of the application due to non-compliance with program or interconnection timelines or tariffs. For deposits held by the Company within thirty (30) days of receipt of the required deposit refund request paper work 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.

(3) The Company may publicly post the following information about each application submitted by each garden operator: Community Solar Garden location (city and county), name of the owner of the Community Solar Garden, Nameplate Capacity, application identification number, then-current estimated in-service date as of date of posting information if one has been derived, feeder name, whether or not a feeder upgrade is expected to be required for the specific application, initial indicative cost estimate as set forth in the interconnection agreement, date of signed interconnection agreement, and whether or not the application is in commercial operation. This publicly posted information may be updated over time and initial or prior postings of this information may change over time.

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.

M. The decision whether to become or remain a Community Solar Garden subscriber is left to an individual tenant. Landlords or agents shall provide only accurate information that is not false, misleading, or deceptive information. Beginning on October 1, 2023, Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is occupied by a residential tenant, and where the Landlord (as defined in the Landlord Addendum) is the named customer on the Company account, then the Subscription is subject to the Landlord Addendum. However, notwithstanding this, if the premise is part of a multi-unit single-meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the need for the Community Solar Garden being subject to the Landlord Addendum.

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(Continued on Sheet No. 9-66.2)

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

Section No. 9  
Original Sheet No. 66.2

**(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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**TERMS AND CONDITIONS (Continued)**

n. If an application to the Legacy CSG Program has been submitted but not Approved before January 1, 2024, then that "Non-Approved Application" can no longer remain as an application for the Legacy CSG Program. On or before the ninetieth (90<sup>th</sup>) Business Date after the first effective date of the tariff sheets with these provisions for sub-paragraph (n), the applicant must do one of the following and if not done then the Non-Approved Application will be withdrawn:

- i. Submit a new application in the Company's internet website-based interface for non-program distributed energy resource applications (DG Portal) without making any Material Modifications to the machine data, equipment configuration or the interconnection site of the DER, if the applicant wants the same facility to continue in the interconnection process;  
or,
- ii. Withdraw the application.

Where a new application has been submitted under (i) above, then the new application will have the same queue position and keep the same interconnection status as the prior Non-Approved Application, and the prior Non-Approved Application will be automatically withdrawn.

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(Continued on Sheet No. 9-67)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
4th Revised Sheet No. 67

**APPLICATION TO THE PROGRAM**

(Note – the provisions for “Application to the Program” on Sheet Nos. 67 and 67.1 only apply to applications that are not subject to the MN DIP).

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 achieve Mechanical Completion of the project within twenty-four (24) months from the later of August 6, 2015 or 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. Day-for-day extensions will also be applied to the extent the application is the subject of an Independent Engineer review (Section 9, Sheets 68.11–68.13) or to the extent it is directly delayed as the result of an Independent Engineer review for another application in the same Study Queue. The Company shall provide, upon an applicant’s good-faith request, written confirmation of the then-current Mechanical Completion deadline for an application under this section, accounting for applicable day-for-day extensions.

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(Continued on Sheet No. 9-67.1)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
2nd Revised Sheet No. 67.1

**APPLICATION TO THE PROGRAM (Continued)**

(Note – the provisions for “Application to the Program” on Sheet Nos. 67 and 67.1 only apply to applications that are not subject to the MN DIP).

The 24-month period shall be tolled day-for-day for a project application that, in the Company's determination, has suffered a Force Majeure event prior to Mechanical Completion. For purposes of this section, Force Majeure means: any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or any other cause beyond a Party's control, except that a local-government moratorium to issuing a permit may extend the 24-month period for no more than an additional 6 months. Failure to seek a permit, delay in seeking a permit, or permit-processing time not subject to a moratorium is not included in this extension. An event of Force Majeure does not include an act of negligence or intentional wrongdoing.

If Mechanical Completion is not achieved within this twenty-four (24) month period (including any day-for-day extension referenced above), then the Company will return the deposit (consistent with the provisions on Sheet No. 66.1) and the garden operator, if it still intends to proceed with the project, will need to reapply and submit a new application fee and deposit. Additionally, in this situation, if applicant already has an executed Interconnection Agreement, then that Interconnection Agreement may not be used for a project as part of the Solar\*Rewards Community program, and such project shall immediately lose its queue position in the interconnection queue.

(Continued on Sheet No. 9-67.2)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

Section No. 9  
1st Revised Sheet No. 67.2

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**APPLICATION TO THE PROGRAM**

(Note – the provisions for “Application to the Program” on Sheet Nos. 67.2 and 67.3 only apply to applications that are subject to the MN DIP).

Applications will have their interconnection application be processed consistent with the MN DIP as long as the application continues to comply with tariff and program requirements.

If at any time the application is no longer valid under the MN DIP process, then the application to the program shall be considered to be withdrawn and no longer valid. If the applicant still desires to proceed with a Community Solar Garden at that site, it will need to submit a new application under the then-current program rules. Examples of an application no longer being valid under the MN DIP process, include, but are not limited to, the following:

- A. Applicant makes a “Material Modification” resulting in withdrawing the application or proceeding with a new interconnection application (MN DIP section 1.6.2.1);
- B. There has been a “withdrawal of Interconnection Application” (MN DIP sections 1.8.2 or 3.4.4);
- C. The application is “deemed withdrawn” (MN DIP sections 1.5.2, 1.6.2.1, 1.8.2, or 5.1.2)
- D. A situation is “deemed a withdrawal” of an application (MN DIP section 1.6.4),
- E. An application is “withdrawn by the Interconnection Customer” (MN DIP section 3.4.1); or
- F. The application “must be withdrawn” (MN DIP section 5.14.3)

The applicant shall achieve Mechanical Completion of the project within twenty-four (24) months from the date the MN DIA has been signed by both parties. Failure of the Company to meet its timeframes under the MN DIP or MN DIA following the date the MN DIA has been signed by both parties will extend this twenty-four (24) month period on a day-for-day basis. The Company shall provide, upon an applicant’s good-faith request, written confirmation of the then-current Mechanical Completion deadline for an application under this section, accounting for applicable day-for-day extensions.

The twenty-four (24) month period shall be tolled day-for-day for a project application that, in the Company’s determination, has suffered a Force Majeure event prior to Mechanical Completion. For purposes of this section, Force Majeure means: any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, or any other cause beyond a Party’s control, except that a local-government moratorium to issuing a permit may extend the twenty-four (24) month period for no more than an additional 6 months. Failure to seek a permit, delay in seeking a permit, or permit-processing time not subject to a moratorium is not included in this extension. An event of Force Majeure does not include an act of negligence or intentional wrongdoing.

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(Continued on Sheet No. 9-67.3)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

Section No. 9  
1st Revised Sheet No. 67.3

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**APPLICATION TO THE PROGRAM (Continued)**

(Note – the provisions for “Application to the Program” on Sheet Nos. 67.2 and 67.3 only apply to applications that are subject to the MN DIP).

If Mechanical Completion is not achieved within the above 24-month period time period (including allowed day-for-day extensions), and if “Substantial Progress” as defined below is not achieved within the above 24-month period time period (including allowed day-for-day extensions), then the Company will return the program deposit consistent with the provisions on Sheet No. 66.1, and the applicant, if it still intends to proceed with the project, will need to reapply and submit a new program application, including applicable application fee and deposit. Additionally, in this situation, if applicant already has an executed Interconnection Agreement, then that Interconnection Agreement may not be used for a project as part of the Solar\*Rewards Community program.

The term “Substantial Progress” means that on or before the last day of the 24-month period (including day-for-day extensions), the applicant has achieved all of the following:

1. Installed one-hundred percent (100%) of the PV foundation (including pier, helical screw, ballasts, or similar) to enable mounting of the Nameplate Capacity as collectively set forth in Interconnection Agreement(s) for the Community Solar Garden Site.
2. Built, or otherwise has in place, a permanent drivable (road) surface on the parcel or parcels of land associated with the Community Solar Garden so that the Company on a 24 hour a day, seven days a week, basis can access its equipment, including but not limited to lines, poles, transformers, billing meters, underground facilities and other facilities, but excluding production meters. The drivable road surface needs to be reasonably sufficient to support the use of a 10 ton truck.
3. Built, or otherwise has in place, a permanent fence surrounding the entirety of the solar garden location. If Substantial Progress has been achieved, but Mechanical Completion is not achieved, within this twenty-four (24) month period (including any day-for-day extension referenced above), then the applicant shall pay a “late fee” to the Company of \$200/day/MW Nameplate Capacity of the Generation System. For example, if a Generation System has a Nameplate Capacity of 100 kW, and it achieves Mechanical Completion 30 days late, the “late fee” would be \$600.
4. Before the end of the twenty-four (24) month period (including any day-for-day extension referenced above) the applicant must submit a signed letter to the Company attesting to the fact that Substantial Progress as defined in paragraphs 1-3 above has been made, and attach photographs to that letter demonstrating this.

The “late fee” amount shall be paid to the Company before the Date of Commercial Operation. However, in the event that the Company fails to collect in full such amount by this date, such unpaid amount may be included as part of the costs of interconnection under the MN DIP and MN DIA. All such “late fee” payments received by the Company will be credited 100% to the Minnesota Fuel Clause Adjustment to help offset the costs of this program to the Company ratepayers.

If Mechanical Completion is not achieved within six (6) months from the originally required 24-month Mechanical Completion date (including allowed day-for-day extensions), then the Company will return the program deposit consistent with the provisions on Sheet No. 66.1, and the applicant, if it still intends to proceed with the project, will need to reapply and submit a new program application, including applicable application fee and deposit. Additionally, in this situation, if applicant already has an executed Interconnection Agreement, then that Interconnection Agreement may not be used for a project as part of the Solar\*Rewards Community program.

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(Continued on Sheet No. 9-68)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
4th Revised Sheet No. 68

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**

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, 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. “Mechanical Completion” means completion by the Applicant of each of the nine items the Applicant’s personnel is required to complete in Step 8 of Section 10 (at Sheet No. 98).

j. “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.

k. “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)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
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Section No. 9  
2nd Revised Sheet No. 68.1

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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.

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(Continued on Sheet No. 9-68.2)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
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Section No. 9  
2nd Revised Sheet No. 68.2

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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.

(Continued on Sheet No. 9-68.3)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
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Section No. 9  
2nd Revised Sheet No. 68.3

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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.

(Continued on Sheet No. 9-68.4)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
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Section No. 9  
3rd Revised Sheet No. 68.4

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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 for which an application was filed on or before September 6, 2016 (i.e., applicant has entered enough information into the CSG Application System for a Solar\*Rewards Community number to be assigned).

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**  
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Section No. 9  
3rd Revised Sheet No. 68.5

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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 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**  
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Section No. 9  
2nd Revised Sheet No. 68.6

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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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Section No. 9  
2nd Revised Sheet No. 68.7

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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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(Continued on Sheet No. 9-68.8)

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**(Continued)**  
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**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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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**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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.

(Continued on Sheet No. 9-68.10)

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**(Continued)**  
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Section No. 9  
2nd Revised Sheet No. 68.10

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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 affying 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.

(Continued on Sheet No. 9-68.11)

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**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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.

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.

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(Continued on Sheet No. 9-68.12)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
3rd Revised Sheet No. 68.12

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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

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 and an independent engineer selected (i.e., the contract between the applicant, Company and independent engineer has been signed), the Company shall file a notice in Docket No. E-002/M-13-867 that includes (1) the filing and date, (2) the developer, (3) the engineer assigned, and (4) a brief summary of the disputed issues.

g. 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 should address only those issues necessary to resolve the dispute between the parties. The independent engineer may request additional information from parties necessary to resolve the dispute before 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.

h. 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. As part of this program, the Company shall work with the Department and developers to develop a standardized format for independent engineer reports, including the independent engineer's credentials and licensure, and once that is developed the most current version of the standardized format should be used as the format for independent engineer reports. The independent engineer will provide a copy of the independent engineer report with its written determination via email to both the applicant and the Company. Once an independent engineer report is issued, the Company shall file it with the Commission within ten business days.

(Continued on Sheet No. 9-68.13)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
3rd Revised Sheet No. 68.13

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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

i. 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 10 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. If an appeal is filed, notice shall be given to those on the E-002/M-13-867 service list, and the Commission will open a new docket. When a party appeals an independent engineer's report, each party must identify the documents submitted to the independent engineer in the record necessary for the Commission's record. 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

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(Continued on Sheet No. 9-68.14)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
2nd Revised Sheet No. 68.14

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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.

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(Continued on Sheet No. 9-68.15)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

Section No. 9  
2nd Revised Sheet No. 68.15

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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.

(Continued on Sheet No. 9-68.16)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
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Section No. 9  
3rd Revised Sheet No. 68.16

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**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS NOT SUBJECT TO THE MN DIP**  
**(Continued)**

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.

15. Cancellation for failure to Timely Become Expedited Ready

An applicant must fulfill all of the requirements to become Expedited Ready by the later of the following:

1. 60 days from Initial Application Completeness (Section 9, Sheet 67, step (i), being “Deemed Complete”).
2. 60 days from July 21, 2016.
3. When applicant has appealed to the Department a Company Co-Location Notice, 60 days from the later of the Department ruling on the issue, or if a party appeals the Department ruling, 60 days from the Commission order addressing that Co-Location Notice.

Any applicant failing to become Expedited Ready within this timeframe will be provided written notice, then canceled automatically without further notice unless cured within 10 business days of notice.

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
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Section No. 9  
1st Revised Sheet No. 68.17

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS THAT ARE SUBJECT TO THE MN DIP**

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, 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. [Intentionally Omitted].

f. “Initial Application Completeness” means shall mean Deemed Complete as defined on Sheet 64 above.

g. [Intentionally Omitted].

h. [Intentionally Omitted].

i. “Mechanical Completion” is defined on Sheet 64 above.

j. [Intentionally Omitted].

k. [Intentionally Omitted].

(Continued on Sheet No. 9-68.18)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
1st Revised Sheet No. 68.18

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS THAT ARE SUBJECT TO THE MN DIP**  
**(Continued)**

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 needs to comply with the MN DIP.

3. [Intentionally Omitted].

(Continued on Sheet No. 9-68.19)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
**BEFORE JANUARY 1, 2024)**

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Section No. 9  
1st Revised Sheet No. 68.19

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS THAT ARE SUBJECT TO THE MN DIP**  
**(Continued)**

4. Appeals relating to Co-Location Determination

a. [Intentionally Omitted].

b. If the Company provides any Co-Location Determination Notice(s), the applicant has the later of 10 business days from each such subsequent notice 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.) 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 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. E002/M-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.

5. [Intentionally Omitted].

6. [Intentionally Omitted].

7. [Intentionally Omitted].

8. [Intentionally Omitted].

9. [Intentionally Omitted].

10. [Intentionally Omitted].

11. [Intentionally Omitted].

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(Continued on Sheet No. 9-68.20)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
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Section No. 9  
1st Revised Sheet No. 68.20

**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS THAT ARE SUBJECT TO THE MN DIP**  
**(Continued)**

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.

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. 9-68.21)

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**SOLAR\*REWARDS COMMUNITY PROGRAM**  
**(Continued)**  
**(CLOSED TO APPLICATIONS NOT APPROVED**  
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Section No. 9  
1st Revised Sheet No. 68.21

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**ADDITIONAL TERMS AND CONDITIONS – FOR APPLICATIONS THAT ARE SUBJECT TO THE MN DIP**  
**(Continued)**

13. [Intentionally Omitted].

14. Cancellation for Non-payment or Failure to Timely Submit Interconnection Application.

The following steps must be taken within 30 calendar days of an SRC application number being assigned for the application to continue as an active project:

1. Program application Fee of \$1,200.
2. Deposit in the amount of \$100/kW.
3. Submission of the Interconnection Application under MN DIP Section 1.5, including payment of the interconnection processing fee or deposit specified in the Interconnection Application.

If there is any untimely action on any of these steps, then the entire application will be cancelled automatically without further notice.

15. [Intentionally Omitted].

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
3rd Revised Sheet No. 69

**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, "Enhanced" Bill Credit, or a Value of Solar (VOS) Bill Credit Rate as found at the applicable sheet in the rate book. The Standard Bill Credit is determined by the methodology approved by the Minnesota Public Utilities Commission. 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. 9-69.1)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

Section No. 9  
3rd Revised Sheet No. 69.1

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The VOS Bill Credit Rate is applicable to those applications that on or after January 1, 2017, meet the requirements to be Deemed Complete as defined on Sheet No. 64, and that do not qualify for the Standard Bill Credit or Enhanced Bill Credit.

The specific VOS Bill Credit Rate to be applied will depend on several factors. Each application Deemed Complete in a given calendar year will have a VOS Bill Credit Rate table applicable to the vintage of the VOS based on the calendar year it was Deemed Complete ("VOS Vintage Year"). In the event a VOS Vintage Year Bill Credit Rate table is not approved for part or all of a given calendar year, the most recently approved VOS Vintage Year Bill Credit Rate table will apply to applications Deemed Complete in that calendar year until a new VOS Vintage Year Bill Credit Rate table becomes effective. Each VOS Vintage Year table of Bill Credit Rates will have separate rates for each of the 25 years of production from the garden. The rate for Year 1 for a given VOS Vintage Year will apply for all Bill Credits associated with production in the first calendar month associated with the Date of Commercial Operation and all subsequent calendar months in the same calendar year. The VOS Bill Credit Rate for Year 2 for a given VOS Vintage Year will apply for all calendar months in the following calendar year. In the same way, the rates for Year 3 through 25 shall apply in sequential order for each of the following calendar years. Where the Date of Commercial Operation is not January 1, the Year 25 rate shall also apply to the final calendar year up to the end of the Term of the Contract.

(Continued on Sheet No. 9-70)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
4th Revised Sheet No. 70

“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 Location” is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This defined term is applicable to:

1. determine which county the Community Solar Garden is located in for purposes of:
  - a. applying the requirement that “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 the Community Solar Garden Location”,
  - b. having the Company publicly disclose the county where the Community Solar Garden is located,
  - c. generally describing, in addition to the Community Solar Garden Address, the location of the Community Solar Garden; and,
2. detail the requirement that multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure.

This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

“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 twelve (12) 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.

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(Continued on Sheet No. 9-71)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

Section No. 9  
3rd Revised Sheet No. 71

- f. The Community Solar Garden must comply with the Service Territory Requirement;
- 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 the Community Solar Garden Location; 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.

“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 applicable 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.

“MN DIA” shall mean the Minnesota Distributed Energy Resource Interconnection Agreement. See Company Section 10 tariff.

“MN DIP” shall mean the Minnesota Distributed Energy Resource Interconnection Process. See Company Section 10 tariff. The MN DIA shall be considered to be part of the MN DIP.

“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.

(Continued on Sheet No. 9-72)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
3rd Revised Sheet No. 72

"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.

"Service Territory Requirement" means that the solar electric generating facility located at the Community Solar Garden is entirely located in the service territory of the Company, including the photovoltaic panels, inverter, output breakers, service meter, Production Meter, the facilities between the service meter and Production Meter, and the facilities between the photovoltaic panels and the Production Meter.

"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" refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production 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)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
4th Revised Sheet No. 73

**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. Where the Community Solar Garden Operator has elected to transfer the solar RECs to the Company, or where the VOS Bill Credit Rate applies to Subscribed Energy under the Standard Contract for Solar\*Rewards Community, an additional payment of \$0.01/kWh will be paid to the Community Solar Garden Operator for the RECs associated with this Unsubscribed Energy. 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. 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)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
2nd Revised Sheet No. 74

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. Consistent with this, in the event that any Subscription associated with a specific premise number is not eligible because it violates the provisions on tariff sheet 9-76 (par. 6.D.), 9-66.1 (par. m), or violates any applicable provision of the Landlord Addendum (and such Subscription is then an "Ineligible Subscription"), and Bill Credits have been applied to the premises number of the Ineligible Subscription, then for a period beginning on the first date of it being an Ineligible Subscription for the duration of it being an Ineligible Subscription the Company may recoup these funds and obtain payment solely from the Community Solar Garden Operator the difference between the Bill Credits provided to the premises number of the Ineligible Subscription and the Unsubscribed Energy rate. Failure of the Community Solar Garden Operator to make this payment within thirty (30) days of demand shall be considered a breach of this contract.

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.

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(Continued on Sheet No. 9-75)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
4th Revised Sheet No. 75

3. Metering Charges and Requirements

A. Metering Charges are as set forth in the Section 10 tariff.

B. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract. The meter is located at the main service and will record energy delivered to the Community Solar Garden Operator from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. Community Solar Garden Operator will provide all meter housing and socket replacement and rewiring to install the meter. Community Solar Garden Operator shall be charged monthly the metering charge for the main service meter.

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 the applicable 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. Where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement shall end twenty five (25) years after the Date of Commercial Operation.

B. To the extent to which the ADDITIONAL TERMS AND CONDITIONS set forth in Section 9, Sheets 68 through 68.16 differ from the Section 10 tariff, these ADDITIONAL TERMS AND CONDITIONS shall control for applications that are not subject to the MN DIP. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68.17 through 68.21, fully apply if the application that is the subject of this Agreement is subject to the MN DIP.

(Continued on Sheet No. 9-76)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
5th Revised Sheet No. 76

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. The decision whether to become or remain a Community Solar Garden subscriber is left to an individual tenant. Landlords or agents shall provide only accurate information that is not false, misleading or deceptive information. Beginning on October 1, 2023, Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is occupied by a residential tenant, and where the Landlord (as defined in the Landlord Addendum) is the named customer on the Company account, then the Subscription is subject to the Landlord Addendum. However, notwithstanding this, if the premise is part of a multi-unit single-meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the need for the Community Solar Garden being subject to the Landlord Addendum.

E. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68 through 68.16, fully apply if the application that is the subject of this Agreement is not subject to the MN DIP. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68.17 through 68.21, fully apply if the application that is the subject of this Agreement is subject to the MN DIP.

(Continued on Sheet No. 9-76.1)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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

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Section No. 9  
1st Revised Sheet No. 76.1

**SHEET CANCELED**

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(Continued on Sheet No. 9-77)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
2nd Revised Sheet No. 77

6. Community Solar Garden Requirements. (Continued)

F. Annual Report. Starting within 12 months of the Date of Commercial Operation, the Community Solar Garden Operator shall issue (and provide to the Company and each Subscriber) signed and notarized public annual reports containing at a minimum:

- The energy produced by the Community Solar Garden;
- Financial statements including a balance sheet, income statement, and sources and uses of funds statement; and,
- Identification of the management and operatorship of the Community Solar Garden Operator.

Where the Community Solar Garden Operator as a single legal entity has more than one Community Solar Garden, it need not issue individual public reports per Community Solar Garden but may instead combine this information into a single report; provided, however, the combined report needs to identify each Community Solar Garden and energy produced for each Community Solar Garden to which the report applies. 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.

Where the Community Solar Garden Operator is a subsidiary of a larger corporate entity (Parent), and where that Parent has multiple Community Solar Gardens in its down-line organization, it need not issue individual public annual reports for each garden but may instead combine this information into a single Annual Report containing the financial statements for the Parent entity; provided, however, the combined report identifies each Community Solar Garden and energy produced for each garden to which the report applies and includes a Parent guarantee that it has financial responsibility or obligation to pay debts on behalf of the subsidiary companies. 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. [Intentionally Omitted]

I. [Intentionally Omitted]

J. Participation Fee. Each year, the Community Solar Garden Operator will submit a participation fee of \$500/MW (to be prorated for each specific CSG size) 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.

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(Continued on Sheet No. 9-78)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
2nd Revised Sheet No. 78

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 Location, 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  
1st Revised Sheet No. 79

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.

(Continued on Sheet No. 9-80)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
1st Revised Sheet No. 80

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.

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(Continued on Sheet No. 9-81)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
1st Revised Sheet No. 81

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.

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(Continued on Sheet No. 9-82)

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**STANDARD CONTRACT FOR  
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Section No. 9  
1st Revised Sheet No. 82

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.

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(Continued on Sheet No. 9-82.1)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
1st Revised Sheet No. 82.1

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.

(Continued on Sheet No. 9-83)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
1st Revised Sheet No. 83

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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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
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Section No. 9  
2nd Revised Sheet No. 84

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. The Value of Solar (VOS) Rate applies where the application of the Community Solar Garden Operator was Deemed Complete on or after January 1, 2017. 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.

v. The application of the Community Solar Garden Operator was Deemed Complete on \_\_\_\_\_.

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.

(Continued on Sheet No. 9-85)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
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BEFORE JANUARY 1, 2024)**

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Section No. 9  
2nd Revised Sheet No. 85

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 and Unsubscribed Energy produced by the Community Solar Garden.

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)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
1st Revised Sheet No. 86

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 and Unsubscribed 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 and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed 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 and Unsubscribed 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 and Unsubscribed 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 and Unsubscribed Energy under the terms of this Contract and to and 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 and Unsubscribed Energy for all purposes, and be entitled to use them in any manner it chooses.

(Continued on Sheet No. 9-87)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
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Section No. 9  
2nd Revised Sheet No. 87

15.A. Miscellaneous. The provisions of this par. 15.A. only apply to those applications that are not subject to the MN DIP. 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

15.B. Miscellaneous. The provisions of this par. 15.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA 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 MN DIA uses the term "Interconnection Customer", this shall mean the Community Solar Garden Operator for purposes of the present Contract, and where it uses the term "Area EPS Operator" it shall mean the Company. Where the MN DIA uses the term "Agreement", this shall mean this Contract for purposes of the present Contract. References to MN DIA sections below also includes all associated sub-sections

- A. Force Majeure – MN DIA Section 7.6
- B. Notices – MN DIA Section 13.1
- C. Assignment – MN DIA Section 7.1
- D. Non-Waiver – MN DIA Section 12.4
- E. Governing Law – MN DIA Section 12.1
- F. Amendment or Modification – MN DIA Section 12.2
- G. Entire Agreement – MN DIA Section 12.5
- H. Confidential Information – MN DIA Section 9
- I. Non-Warranty – MN DIA Section 7.3
- J. No Partnership – MN DIA Section 12.7
- K. Severability – MN DIA Section 12.8
- L. Subcontractors – MN DIA Section 12.11
- M. Inclusion of Tariffs – MN DIA Section 12.12

(Continued on Sheet No. 9-88)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
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Section No. 9  
3rd Revised Sheet No. 88

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.

**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. Each Party may sign using an electronic signature. Electronic signatures shall have the same effect as original signatures.

**Community Solar Garden Operator**

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

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

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

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

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

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

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

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

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

(Continued on Sheet No. 9-89)

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Section No. 9  
2nd Revised Sheet No. 89

Attachment "A"

**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>Web Site URL:</b> _____ <b>Fax:</b> _____
<b>Subscriber Name:</b> _____ _____	<b>Subscriber Service Address where receiving electrical service from Northern States Power Company:</b> _____ _____
<b>Subscriber's Account Number with Northern States Power Company:</b> _____	<b>Subscriber Mailing Address (if different from above):</b> _____ _____

(Continued on Sheet No. 9-90)

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**STANDARD CONTRACT FOR  
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(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
2nd Revised Sheet No. 90

**Northern States Power Company Contact Information**

**Mailing Address:**

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

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.

(Continued on Sheet No. 9-91)

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**STANDARD CONTRACT FOR  
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(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
2nd Revised Sheet No. 91

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 Usage Data** (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production 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."

(Continued on Sheet No. 9-92)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
1st Revised Sheet No. 92

4. Information Sharing. (Continued)

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.

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.

(Continued on Sheet No. 9-93)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
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Section No. 9  
3rd Revised Sheet No. 93

4. Information Sharing. (Continued)

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. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the Community Solar Garden Operator, and to all subsequent successors or assigns, without the need for Subscriber's consent.

h. 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.

5. Subscriber Disclosures.

a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose 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 regulations.

b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the Solar\*Rewards Community program.

c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.

d. Northern States Power Company 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.

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(Continued on Sheet No. 9-93.1)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
1st Revised Sheet No. 93.1

5. Subscriber Disclosures. (Continued)

e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: 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. Northern States Power Company 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.

f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: [xcelenergy.com](https://www.xcelenergy.com).

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

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

Print or Type name and  
Title of signatory if Subscriber  
is a corporation or unit of  
government: \_\_\_\_\_

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

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(Continued on Sheet No. 9-94)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
2nd Revised Sheet No. 94

**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" means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden.

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(Continued on Sheet No. 9-95)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
1st Revised Sheet No. 95

**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.

**1. 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.

(Continued on Sheet No. 9-96)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
1st Revised Sheet No. 96

**2. 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

(Continued on Sheet No. 9-97)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
2nd Revised Sheet No. 97

**2. How Subscriber's Information Will Be Used (Continued)**

c. Prohibited Reporting or Sharing

Except as otherwise provided in this document, the Company will not disclose the Subscriber's Account Information, Subscriber's Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber's written consent.

Any requests by the Community Solar Garden Operator to the Company for information about a Subscriber that is not Subscriber's Account Information or Subscriber's Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, the Company will not provide the Community Solar Garden Operator with the Subscriber's Social Security Number unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

**3. Subscriber Data Access and Correction**

The following outlines what information is available to the Subscriber from the Company and the Community Solar Garden Operator, and methods of correcting any inaccuracies.

a. Information Available from the Company

Subscribers can contact the Company's call center to obtain information pertaining to their specific Bill Credit attributable to their participation in Solar\*Rewards Community Program. 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 .

Subscribers may also obtain from the Company the following information related to the Solar\*Rewards Community Program without obtaining written consent from the Community Solar Garden Operator:

- Community Solar Garden Address
- Operator name
- Nameplate capacity
- Production data related to the PV system
- Bill Credit Rate and total amount of Bill Credits applied to the PV System
- Any other information pertaining to the Subscriber's Subscription

Other information regarding the Community Solar Garden Operator known to the Company will not be disclosed unless the Subscriber obtains prior explicit informed consent from the Community Solar Garden Operator or unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

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(Continued on Sheet No. 9-98)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
BEFORE JANUARY 1, 2024)**

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Section No. 9  
1st Revised Sheet No. 98

**3. Subscriber Data Access and Correction (Continued)**

b. Information Available from the Community Solar Garden Operator

Subscribers and prospective subscribers can contact the Community Solar Garden Operator to obtain the following information:

- Future costs and benefits of the Subscription, including:
  - i. All nonrecurring (i.e., one-time) charges;
  - ii. All recurring charges;
  - iii. Terms and conditions of service;
  - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
  - v. Whether the Subscriber may be required to sign a term contract;
  - vi. Terms and conditions for early termination;
  - vii. Any penalties that the Community Solar Garden may charge to the Subscriber;
  - viii. The process for unsubscribing and any associated costs;
  - ix. An explanation of the Subscriber data the Community Solar Garden Operator will share with Northern States Power Company and that Northern States Power Company will share with the Community Solar Garden Operator;
  - x. The data privacy policies of Northern States Power Company and of the Community Solar Garden Operator;
  - xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;
  - xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;
  - xiii. Allocation of unsubscribed production; and
  - xiv. A statement that the Community Solar Garden Operator is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.
- Copy of the contract with Northern States Power Company for the Solar\*Rewards Community Program
- Copy of the solar panel warranty
- Description of the compensation to be paid for any underperformance
- Proof of insurance
- Proof of a long-term maintenance plan
- Current production projections and a description of the methodology used to develop production projections
- Community Solar Garden Operator contact information for questions and complaints
- Demonstration to the Subscriber by the Community Solar Garden Operator that it has sufficient funds to operate and maintain the Solar\*Rewards Community Program

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(Continued on Sheet No. 9-99)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)  
(CLOSED TO APPLICATIONS NOT APPROVED  
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Section No. 9  
2nd Revised Sheet No. 99

**3. Subscriber Data Access and Correction**

b. Information Available from the Community Solar Garden Operator (Continued)

The Community Solar Garden Operator is solely responsible for the accuracy of the Subscriber's share of the Community Solar Garden production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information.

Subscribers can submit comments to the Company on the accuracy and completeness of its annual report by contacting [SRCMN@xcelenergy.com](mailto:SRCMN@xcelenergy.com).

**4. Data Retention**

The Company will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable law.

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

Section No. 9  
Original Sheet No. 99.1

**Landlord Addendum**

This Landlord Addendum only applies where the premise associated with a Subscription is occupied by a residential tenant, and where the tenant is not the named customer on the Company account. However, notwithstanding this, if the premise is part of a multi-unit single-meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the Community Solar Garden being subject to this Landlord Addendum.

1. Landlord.

As used here, the term "Landlord" means an owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property that has multiple subscriptions associated with tenant premises.

2. Opt-In.

The "Opt-In" provisions apply to all Subscriptions entered into on or after October 1, 2023, where the Landlord has a Subscription associated with a premise with its own meter occupied by a tenant, and for any pre-existing Subscription associated with a premise where a new tenant on or after October 1, 2023, occupies the premise.

Where the Landlord seeks to have a new Subscription associated with a tenant occupied premise or seeks to continue a Subscription where there is a new tenant, the Landlord can only do so after the tenant has voluntarily signed the Opt-In Consent Form set forth in Attachment A to this Addendum. The signed Opt-In Consent Form must be made available to the Company from the Community Solar Garden Operator upon request.

3. Opt-Out.

In any situation where the Landlord has a Subscription associated with a tenant occupied premise that has its own meter, the Landlord and Community Solar Garden Operator must allow the tenant to Opt-Out of this arrangement at any time upon request. Where a tenant Opts-Out, the tenant shall not be charged any fee by the Landlord or the Community Solar Garden Operator for Opting out, nor any fee for the tenant to reinstate or become the named customer on the Company account.

4. Other Requirements.

- a. Landlord or Community Solar Garden Operator must provide each tenant whose premise is associated with a Subscription the Community Solar Garden Operator's Annual Report provided to the Company by the Garden Operator.
- b. Landlord must provide each tenant the total amount due, and the service provided and usage for electric service charges each month. Landlord must make available a copy of the Company's original billing statement upon request.
- c. By September 30 of each year, Landlord or Community Solar Garden Operator must provide each tenant information about the possible availability of energy assistance and budget billing by the Company that is available if the tenant were to be the named customer on the Company account.
- d. The Community Solar Garden Operator will provide a report to the Company by the 10<sup>th</sup> day of each month certifying the tenants who have opted in and opted out during the previous calendar month. This report will include the Company account number for the building, the tenant's name, and the premise number associated with that tenant's unit.
- e. Disconnection. Landlord must not disconnect a tenant's unit from service by the Company for nonpayment of electric service charges.
- f. Additional Fees. The Landlord must not require a tenant to pay an additional fee charge for utility bill processing services, including a fee related to the transfer of the account number, unless explicitly permitted by law.
- g. Late Fees. For any unpaid electric service balance over \$10.00, Landlord may not charge a tenant any late payment charge over a 1.5% late payment fee or \$1,00, whichever is greater.

(Continued on Sheet No. 9-99.2)

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

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Section No. 9  
Original Sheet No. 99.2

- h. Eviction. Landlord must not bring a nonpayment eviction action solely based on unpaid electric service charges.
- i. Dispute Resolution. Landlord must have an internal dispute resolution process that meets the following standards: dispute resolution is at no cost to the tenant, dispute resolution must be completed within 60 days of submission, if the tenant does not agree with the resolution the tenant may pursue the issue with any or all of the following: Xcel Energy, the Minnesota Public Utilities Commission, Office of Attorney General, or other tribunal.
- j. Underpayment. If a tenant provides partial payment of rent due, Landlord must apply payment to rent before applying payment to electricity charges.
- k. Tenant Disclosures.
  - 1. Landlord must provide each tenant the Community Solar Garden Operator's Annual Report provided to the Company and each Subscriber.
  - 2. Landlord must provide each tenant the process to Opt-out of the Community Solar Garden associated with the meter serving the tenant's unit.
  - 3. Landlord must provide each tenant the total amount due and the service period and usage for electric service charges each month. Landlord must make available to the tenant without cost a copy of the Company's original billing statement upon request.
  - 4. By September 30 of each year, Landlord must provide each tenant information about the possible availability of energy assistance programs.
  - 5. By September 30 of each year, Landlord must provide each tenant information about budget billing plans offered by the Company and inform the Company if a tenant requests a budget billing plan.

**5. Breach and Consequences**

- a. The Community Solar Garden Operator is responsible for any obligation of the Landlord specified in this Addendum.
- b. The Company has no obligation to assure compliance with the provisions of this Addendum. However, at any time the Company can request information or documents from the Community Solar Garden Operator to help inform the Company whether there has been compliance, or non-compliance, with these provisions. Failure of the Community Solar Garden Operator to timely provide reasonably requested information or documents shall create a presumption that the Subscription in question has been an Ineligible Subscription.

**6. Changes to Addendum**

The provisions in this Addendum may change over time. The Community Solar Garden Operator shall comply with the tariffed version of this Addendum, 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 Addendum and the version in the Company's then-current electric tariff, the version in the Company's then-current tariff shall control.

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

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Section No. 9  
Original Sheet No. 99.3

**Attachment "A" to Landlord Addendum  
Opt-In Form**

I consent to Opt-In so as to allow the Landlord for the Premise identified below to have a Community Garden Subscription be associated with this Premise. In doing so, I understand that I will no longer have an Xcel Energy account in my name for this Premise and I understand that I may be rebilled for electric charges through the property owner's billing agent or Landlord. I understand that closing my Xcel Energy account and agreeing to be rebilled for electric usage by the Landlord means I will no longer be eligible for any Xcel Energy Affordability Programs (PowerOn, Medical Assistance Program, Senior Low Income Discount) or will not have protection by the Minnesota Public Utilities Commission under laws governing payment plans, budget billing and payment plan offerings, including medically necessary equipment and Cold Weather Rule protections. If I am currently on a payment plan with Xcel Energy, then any outstanding amounts under that payment plan would be immediately due.

I understand I can later Opt-Out and revoke my consent for any reason, and in doing so I will not be charged any fee by the Landlord or the Community Solar Garden Operator for Opting-out, nor any fee to reinstate or become the named customer on the Xcel Energy account.

Name of Tenant: \_\_\_\_\_

Premise (Property Address, Unit #): \_\_\_\_\_

Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

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

N

N

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM**

Section No. 9  
Original Sheet No. 99.01

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**AVAILABILITY**

Available to Subscriber Organizations that have a signed Interconnection Agreement and have been Approved by the Department to be in the LMI Accessible Community Solar Garden Program.

**APPLICABILITY**

Tariff applies to Subscriber Organizations and Company Residential, Commercial and Industrial Customers assigned an allocation level by the Subscriber Organization as approved by the Department of Commerce.

**INTRODUCTION**

The LMI Accessible Community Solar Garden Program (or LMI Accessible CSG Program) is authorized by Minn. Stat. § 1641, Subds. 2 to 13. The LMI Accessible CSG Program applies to Community Solar Garden applications approved by the Minnesota Department of Commerce ("Department") beginning January 1, 2024. (Subd. 3). The Department must administer the LMI Accessible CSG program including but not limited to collecting and evaluating CSG applications, auditing or verifying that project eligibility criteria have been met, and enforcing consumer protections under Subdivisions 9 to 11. (Subd. 4). Except as modified, replaced or superseded by subdivisions 2 to 13, any Commission order that applies to the Legacy CSG Program applies to the LMI Accessible CSG Program. (Subd 3). An application to the Department must include several items, including a copy of a signed interconnection agreement. The Department must determine whether an application is in the public interest. (Subd. 5). The Company must purchase electricity generated by a CSG approved for a period of 25 years from the date the CSG begins operations. Compensation is based on the average retail rate, as applied to each subscriber type, as determined by the Commission. (Subd. 8). For the LMI Accessible CSG Program, the Company must offer consolidated billing. (Subd. 10).

**DEFINITIONS**

"Backup subscriber" means an individual or entity that temporarily assumes all or a portion of a Community Solar Garden Subscription in the event a subscriber exits the Community Solar Garden or is delinquent in paying the Subscriber's utility bill.

"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 Average Retail Rate as found in the Company's rate book applicable to the LMI Accessible Community Solar Garden Program, which is consistent with Minn. Stat. §216B.1641, Subd. 8. The Average Retail Rate includes all compensation for all energy, capacity and RECs. Accordingly, Average Retail Rate will change over time and the Bill Credit Rate will be based on the then current Bill Credit as provided for in the tariff for the LMI Accessible Community Solar Garden Program.

"Community Solar Garden" or "LMI Accessible Community Solar Garden" unless context indicates otherwise means the same as "Community solar garden" as defined in Minn. Stat. § 216B.1641, Subd 2(c), and the term "associated tariff" shall mean the Company tariff associated with that program unless if context indicates otherwise. The Standard Contract for LMI Accessible Community Solar Garden Program is part of the associated tariff. The associated tariff is part of the electric tariff of the Company.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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“Community Solar Garden Allocation” or “CSG 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 Location” is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

“Company” shall mean Northern States Power Company, a Minnesota corporation, doing business as Xcel Energy.

“Consolidated Billing” is a Subscriber-optional service under Minn. Statute §216B.1641, Subd. 10(c), whereby the Company provides a certain percentage of the Bill Credit Rate to the Subscriber Organization, with the remaining portion of the Bill Credit Rate directly payable to the LMI Accessible Community Solar Garden.

“Date of Commercial Operation” shall mean, after receiving permission from the Department to be in the LMI Accessible Community Solar Garden Program, the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes and following both parties signing the Standard Contract for LMI Accessible Community Solar Garden Program.

“Department” means the Minnesota Department of Commerce, which administers the LMI Accessible Community Solar Garden Program.

“DG Portal” means the interactive, internet website-based interface (portal) maintained by or on behalf of the Company through which the Company accepts and manages interconnection applications, including those interconnection applications where the applicant intends to ultimately apply for or participate in the LMI Accessible Community Solar Garden Program.

“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 applicable Interconnection Agreement in Section 10 of the Company’s rate book.

“LMI Accessible Community Solar Garden Statutory Requirements” are based on the provisions in Minn. Stat. § 216B.1641 Subds. 2 through 14. Further, customers who are exempt from the Solar Energy Standard under Minn. Stat. §216.1691, subd. 2(f)d, shall not participate or subscribe to Community Solar Gardens.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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"Low-to-Moderate-Income Residential Subscriber" or "LMI Residential Subscriber" or "LMI" means a subscriber that, at the time of the Community Solar Garden subscription is executed or as approved by the Department, is: (1) a low-income household, as defined under Minn. Stat. 216B.2402, subdivision 16; or (2) a household whose income is 150 percent or less of the area median household income.

"MN DIA" shall mean the Minnesota Distributed Energy Resource Interconnection Agreement. See Company Section 10 tariff.

"MN DIP" shall mean the Minnesota Distributed Energy Resource Interconnection Process. See Company Section 10 tariff. The MN DIA shall be considered to be part of the MN DIP.

"Monthly Subscription Information" shall mean the information stored within the Subscriber Management System, as timely entered or changed by the Subscriber Organization via the Subscriber Management 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.

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

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Subscriber Organization'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.

"Public Interest Subscriber" means a Subscriber that demonstrates status as a public or Tribal entity, school, nonpublic organization, house of worship, or social service provider.

"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 tariff.

"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

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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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.

“Service Territory Requirement” means that the solar electric generating facility located at the Community Solar Garden is entirely located in the service territory of the Company, including the photovoltaic panels, inverter, output breakers, service meter, Production Meter, the facilities between the service meter and Production Meter, and the facilities between the photovoltaic panels and the Production Meter.

“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” includes 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” refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden.

“Subscriber Management System” is the interactive, internet website-based interface (“portal”) maintained by or on behalf of the Company through which the Company accepts and manages applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization 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, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

“Subscriber Organization” is identified in the signed Standard Contract for LMI Accessible Community Solar Garden Program and shall mean a developer or owner of a Community Solar Garden. A Subscriber Organization may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

“Subscription” means a contract between a Subscriber and the Subscriber Organization.

“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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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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**OVERVIEW OF COMPANY'S ROLES IN THE LMI ACCESSIBLE CSG PROGRAM**

1. Sale of Electricity Generated by the Community Solar Garden. Effective upon the Date of Commercial Operation, and for a period of 25 years thereafter, 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 Subscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A55). The Subscriber Organization 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 while it participates in the LMI Accessible CSG Program, and the Company shall purchase and own all photovoltaic energy produced by the PV System. This tariff conveys to the Company all energy generated from the PV System and all capacity and RECs (as described below) associated with the PV System for the 25-year term.

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 LMI Accessible Community Solar Garden 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 type 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. 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. The rates for sales and purchases of Subscribed Energy shall be changed annually or otherwise as provided by order of the Commission. The Community Solar Garden Operator shall comply with all of the rules stated in the Company's applicable electric tariff in any way related to the LMI Accessible CSG Program, the policies of the Company related to the LMI Accessible CSG Program, the policies of the Department relating to the LMI Accessible CSG Program, and the Orders of the Minnesota Public Utilities Commission ("Commission"), as any of these may be revised from time to time.

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.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
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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 Subscriber Organization via the Subscriber Management System. The Subscriber Organization is required to have all updates in the system by the 25<sup>th</sup> of each calendar month to be applied for the following calendar month.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Subscriber Organization 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 Subscriber Organization, unless such inaccuracies are caused by the Company.

F. Once the Company's Consolidated Billing service becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for each subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit Rate for each such Subscriber would then be payable to the Community Solar Garden.

G. In the event the Company's IT systems for the payment of Bill Credits has not been developed before the Community Solar Garden begins to generate power, the Company shall track earned credits for allocated production for each month power is generated, which will be payable to the Community Solar Garden's Subscribers or (in the case of Unsubscribed Energy) the Community Solar Garden upon completion of the IT system upgrades.

2. RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy produced before and during the Term of the Standard Contract for LMI Accessible Community Solar Garden Program shall be assigned to the Company. By participating as a Subscriber Organization under this tariff, the Subscriber Organization hereby assigns to Company all right title and interest of the Subscriber Organization to all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed Energy. The Subscriber Organization 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 and Unsubscribed 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 and Unsubscribed Energy while the Subscriber Organization participates in the service offered in this tariff. The Subscriber Organization hereby automatically and irrevocably assigns to the Company all rights, title and authority for Company to register the Subscriber Organization's RECs associated with Subscribed Energy and Unsubscribed Energy under the terms of this tariff and to and 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 Subscriber Organization 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

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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information or tracking systems. Upon the request of Company from time to time, at no cost to Company, (i) Subscriber Organization shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Subscriber Organization shall provide full cooperation in connection with Company's registration of the Subscriber Organization's RECs under this tariff and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy for all purposes, and be entitled to use them in any manner it chooses.

3. 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 Subscriber Organization belongs. The Subscriber Organization shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Subscriber Organization 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 tariff and shall be interpreted independently of the Parties' respective obligations under this tariff. Notwithstanding any other provision in this tariff, nothing with respect to the arrangements for House Power shall alter or modify the Subscriber Organization's or the Company's rights, duties and obligations under this tariff. This tariff shall not be construed to create any rights between the Subscriber Organization and the Company with respect to the arrangements for House Power.

4. Title, Risk of Loss, and Warranty of Title. The Subscriber Organization 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 Subscriber Organization must sign the applicable Interconnection Agreement under Section 10 of the Company's rate book, and comply with all of the terms and conditions of that Interconnection Agreement and Section 10 tariff except as otherwise specified in this tariff. Additionally, the term of the Interconnection Agreement shall end twenty five (25) years after the Date of Commercial Operation. Metering Charges and Requirements are as set forth in the Company's Section 10 tariff. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this tariff. The meter is located at the main service and will record energy delivered to the Subscriber Organization from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. Subscriber Organization will provide all meter housing and socket replacement and rewiring to install the meter. Subscriber Organization shall be charged monthly the metering charge for the main service meter. Maintenance and Repair of the PV System, Company access to the PV System site, disconnections and emergency shut-offs, shall be consistent with the Section 10 tariff. Any applicant to the LMI Accessible CSG Program can not place its interconnection application on hold while it awaits any action from the Department to make a determination on whether it will be accepted to be part of the LMI Accessible CSG Program.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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6. Code Compliance. The Subscriber Organization 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. The Subscriber Organization is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.

7. Participation Fee. Each year, the Subscriber Organization will submit a participation fee of \$500 /MW (AC) (to be prorated for each specific CSG size) to the Company for ongoing costs incurred of administering the LMI Accessible CSG Program. The participation fee may be changed at any time with the approval of the Commission.

8. Disclosure of Production Information. In order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company is 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 Subscriber Organization's consent in writing or email to the Company, or unless the Commission or the Department requests that the Company provides such information to the Subscriber.

9. Disclosure of Community Solar Garden Information. The Company may publicly disclose the Community Solar Garden Location, Subscriber Organization, 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 Subscriber Organization or Department, including a statement that the Subscriber Organization is solely responsible for resolving any disputes with the Department, 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.

10. Certain Tax and Securities Law Issues. The Company makes no warranty or representation concerning the taxable consequences, if any, to Subscriber Organization 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 Subscriber Organization and Subscribers are urged to seek professional advice regarding these issues.

11. Full Cooperation with the Commission, Department, and Minnesota Office of the Attorney General. The Subscriber Organization and Company will fully cooperate with any request for information from the Commission, the Department, or the Minnesota Office of the Attorney General (OAG) 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.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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12. Requirements Applicable to the DG Portal and Subscriber Management System. The Subscriber Organization must comply with all of the following:

A. General. The Subscriber Organization must comply with the LMI Accessible Community Solar Garden Statutory Requirements, requirements of this tariff, with all policies of the Department, and with all orders of the Commission relating to the LMI Accessible Community Solar Garden Program. The Company is not required to check for compliance with the requirements set forth in any of these, but it shall provide Bill Credits under Minn. Stat. § 216B.1641, Subd. 8, as provided for in this tariff, and provide credits to non-subscribers as provided under Minn. Stat. § 216B.1641, Subd. 11, as described in tariff.

B. Required use of the Company's DG Portal and Subscriber Management System.

1. The Subscriber Organization must utilize the Company's Subscriber Management System to submit an application for a LMI Accessible Community Solar Garden and to manage Subscribers and Subscriptions. An applicant must apply to the Department, and the Department must approve that application, before an applicant can participate in the LMI Accessible Community Solar Garden Program. Before an applicant can apply to the Department, it first needs a signed and funded interconnection agreement. Any applicant that intends to subsequently apply to the Department for the LMI Accessible Community Solar Garden Program must first submit its interconnection application to the Company through the Company's DG Portal.

2. If an applicant has filed a Community Solar Garden application for the Legacy CSG Program, and later for the same facility submits and is approved by the Department for the LMI Accessible CSG Program, then the application can remain in the Legacy CSG portal and the Company will adjust the treatment of the application so that the Subscriber Organization will be able to load and update Subscriber information for the LMI Accessible CSG program subject otherwise to the same LMI Accessible CSG program tariff provisions for managing subscriptions. The Company will inform the Subscriber Organization when it needs to pay the LMI CSG program application fee, but in any event this fee needs to be paid before the Company would be required to sign the Standard Contract for LMI Accessible Community Solar Garden Program and before any Bill Credits are accrued or issued. As a practical matter, the Company may need to have manual workaround variances to the provisions of this paragraph.

C. Subscriber Information. The Subscriber Organization shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company in the Subscriber Management System the name, account number, service address and other information detailed in this tariff attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription stated in Watts direct current (DC). The Subscriber Organization 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 Subscriber Organization will not disclose such information to third parties, other than to the Commission, the Department, or the Minnesota Office of Attorney General, unless the Subscriber has provided explicit informed consent, or such disclosure is compelled by law or regulation.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
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1. For each subscription, the Subscriber Organization must designate in Subscriber Management System the "Subscriber Type" for each Subscriber – e.g., LMI, Residential but Non-LMI, Master-metered affordable housing, Public Interest Subscriber that is small general service customer, Public Interest Subscriber that is a general service commercial customer, other commercial customer, or Backup Subscriber.
2. Once Consolidated Billing becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for each such subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit for each such Subscriber would then be payable to the Community Solar Garden.
3. The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were too high than would have been authorized had correct information been entered, then the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments and upon receipt these amounts will be credited to the fuel clause. Consistent with Minn. R. 7820.3800, Subp. 3, the Company can demand payment from the Subscriber Organization of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the Subscriber Organization to timely make these payments shall be considered a breach of this tariff.
4. The Department has oversight on Subscriber information. The Department shall be allowed to audit the Subscriber information in the Subscriber Management System. The Company has no duty to audit or correct any improper LMI designation nor any improper back-up subscriber designation. The Department may make a determination that a developer has not properly entered information or has entered incorrect information, and can similarly request that the Company demand the Subscriber Organization to make payment consistent with the provisions in par. 3 above.
5. For example, if the Community Solar Garden has submitted subscription information for a subscriber and for a given month has designated that Subscriber as a "back-up" subscriber, then the Company can rely on that designation in providing Bill Credits and benefits under the PV Demand Credit Rider. If that designation as a "back-up" subscriber is incorrect, such as less than 50% of the subscribed capacity is for LMI customers or if that subscriber subscribed to more than 15 percent of the Community Solar Garden's capacity for more than 12 consecutive months, then the Company can rely on that designation. However, if the Department notifies the Company that the designation has been incorrect for a given month, the Department can request that the Company demand from the Subscriber Organization the Bill Credits and PV Demand Credits provided that were above the appropriate amounts.

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(Continued on Sheet No. 9-99.11)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.11

D. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber. 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. Any transfer of Subscriptions needs to be coordinated through the Subscriber Organization, who in turn needs to provide the required updated information in the Subscriber Management System within thirty (30) days of the transfer.

E. Updating Subscriber Information. On or before the 25<sup>th</sup> of the calendar month immediately preceding each Production Month, the Subscriber Organization 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 Subscriber Management System. Such data to be entered or changed by the Subscriber Organization 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.

F. Responsibility for Verification. The Subscriber Organization 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. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible CSG program.

G. Delivery of Signed Subscriber Agency Agreement from Each Subscriber. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber. This includes the data privacy practices of the Company. These are set forth on the sheets of this tariff with a header stating "LMI Accessible Community Solar Garden Program - Subscriber Agency Agreement and Privacy Policies". The Subscriber Organization shall provide a copy of these privacy policies, as updated, to each Subscriber.

13. Remedies for Breach of Tariff. In the event of any breach of the provisions of this tariff by the Subscriber Organization, then the Company shall have available to it any other remedy provided for in this tariff 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 LMI Accessible 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.

(Continued on Sheet No. 9-99.12)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

Section No. 9  
Original Sheet No. 99.12

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B. For any breach of this tariff by the Subscriber Organization:

i. At any time the Company seeks a remedy for any breach of this tariff it shall provide in writing a Notice to the Subscriber Organization to remedy the breach within thirty (30) days.

ii. If after the thirty (30) days provided for in the Notice the Subscriber Organization is still not in compliance with this tariff, then the Company shall have the right to request by written Notice to disconnect the Community Solar Garden from its network if the Subscriber Organization is not in compliance with the tariff within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Subscriber Organization, all Subscribers of the Community Solar Garden, the Department, OAG and Commission.

iii. The Subscriber Organization, the Department, OAG, and/or Commission 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 Dispute Resolution under Section 15 of this tariff.

iv. If the Subscriber Organization, the Department, OAG and/or Commission 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 Subscriber Organization returns to being in compliance with the tariff, then the Company will reconnect the Community Solar Garden to its network. Any periods of disconnection will not extend the 25 year term of production of the Community Solar Garden unless if the Department directs otherwise. The Subscriber Organization 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. The Department may provide other remedies for any such breach.

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 the Standard Contract for LMI Accessible Community Solar Garden Program, then the Company shall have the right to request to terminate the Standard Contract for LMI Accessible Community Solar Garden Program by written notice to the Subscriber Organization. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this tariff shall apply. Any request to terminate the Contract must be approved by the Commission, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Section 18 of this tariff.

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 Department, OAG and

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(Continued on Sheet No. 9-99.13)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.13

Commission. 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 the Standard Contract for LMI Accessible Community Solar Garden by written notice to the Subscriber Organization, with no further obligation of the parties to perform under that contract following the effective date of such termination. The Company shall send copies of any Notice requesting termination of that contract to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this tariff shall apply. Any request to terminate the Standard Contract for LMI Accessible Community Solar Garden Program must be approved by the Commission.

D. In the event of an alleged breach of this tariff by the Subscriber Organization for which the Company sends a Notice pursuant to Section 13(b)(ii) above, 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 13(b)(ii) and Company agrees to accept any such cure as if made by the Subscriber Organization. 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 this tariff. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization 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 tariff by Company, the Subscriber Organization shall provide Company with a written or commercially reasonable electronic 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 Subscriber Organization may utilize the procedures set forth in Section 15. 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 Commission pursuant to the dispute resolution provisions of this tariff.

**14. 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 tariff 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.

(Continued on Sheet No. 9-99.14)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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Section No. 9  
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C) Notwithstanding any other provision, with respect to the Company's duties or performance or lack of performance under this tariff, the Company's liability to the Subscriber Organization shall be limited as set forth in the Company's rate book and terms and conditions for electric service, and shall not exceed any limitations of liability imposed by law. There are no third-party beneficiaries of any Company duty under this tariff other than the Company's duty to Subscribers to issue Bill Credits as set forth in this tariff, and the duty to a financing party under Section 13.d. of this tariff.

15. 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 tariff 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 Department or Commission, as applicable, each of which shall maintain continuing jurisdiction over the issue.

16. Power Purchase Agreement. The separately executed power purchase agreement referenced in the Section 10 tariff for the purchase of power exported by the Subscriber Organization to the Company is not needed. Instead, this tariff and the associated Standard Contract for LMI Accessible Community Solar Garden shall govern the terms for the power exported by the Subscriber Organization to the Company.

17.A. Miscellaneous. The provisions of this par. 17.A. only apply to those applications that are not subject to the MN DIP. The "Miscellaneous" provisions in the Interconnection Agreement between the Parties addressing the following issues are incorporated into this tariff and are fully applicable to this tariff as if set forth in full herein. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of this tariff. Where the Interconnection Agreement in the "Miscellaneous" section uses the term "Agreement", this shall mean the present tariff and the Standard Contract for LMI Accessible Community Solar Garden Program.

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

17B. Miscellaneous. The provisions of this par. 17.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA addressing the following issues are incorporated into this tariff and are fully applicable to this tariff as if set forth in full herein. Where the MN DIA uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of the present tariff, and where it uses the

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
 PROGRAM (CONTINUED)**

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term "Area EPS Operator" it shall mean the Company. Where the MN DIA uses the term "Agreement", this shall mean this tariff for purposes of the present tariff and the Standard Contract for LMI Accessible Community Solar Garden Program Contract. References to MN DIA sections below also includes all associated sub-sections

- A. Force Majeure – MN DIA Section 7.6
- B. Notices – MN DIA Section 13.1
- C. Assignment – MN DIA Section 7.1
- D. Non-Waiver – MN DIA Section 12.4
- E. Governing Law – MN DIA Section 12.1
- F. Confidential Information – MN DIA Section 9
- G. Amendment or Modification – MN DIA Section 12.2
- H. Entire Agreement – MN DIA Section 12.5
- I. Non-Warranty – MN DIA Section 7.3
- J. No Partnership – MN DIA Section 12.7
- K. Severability – MN DIA Section 12.8
- L. Subcontractors – MN DIA Section 12.11
- M. Inclusion of Tariffs – MN DIA Section 12.12

**AVERAGE RETAIL RATE**

The Bill Credit Rate is only paid when the Department has informed the Company that the application has been approved for the LMI Accessible CSG Program. In the event the Company's IT systems for the payment of bill credits has not been developed before the CSG begins generating power, the Company shall track earned credits for allocated production for each month power is generated, which will be payable upon completion of IT system upgrades.

**Table 9-99.15  
 Bill Credit Rates**

<b>Customer Group</b>	<b>Average Retail Rate (Annualized cents/kWh)</b>
<b>LMI Residential Subscribers</b>	14.8910
<b>Residential Subscribers</b>	12.6574
<b>Master-Metered Affordable Housing</b>	11.9128
<b>Public Interest Subscribers (Small General)</b>	Small General Service: 11.2823 General Service Non-Demand: 11.1773
<b>Public Interest Subscribers (General Service)</b>	General Service-Demand: 9.7820
<b>Commercial Subscribers</b>	Small General Service: 10.5301 General Service Non-Demand: 10.4321 General Service Demand: 6.8474
<b>Back-up Subscriber</b>	General Service Demand: 8.8038 25% of PV Demand Cr: 1.7782
<b>Unsubscribed Energy</b>	3.2800

(Continued on Sheet No. 9-99.16)



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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

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\* LMI (or Low-to moderate-income subscriber) means a subscriber that, as the time the CSG subscription is executed, is (1) a low-income household as defined under Minn. Stat. §216B.2402, subd.16; or (2) a household whose income is 150 percent or less of the area median household income. (Subd. 2(d)).

\*\* A Public Interest Subscriber means a subscriber that demonstrates status as a public or Tribal entity, school, nonprofit organization, house of worship, or social service provider. (Subd 2(e)).

\*\*\* Where a CSG has at least 50 percent total capacity subscribed to by LMI subscribers, up to one backup subscriber may receive 90 percent of the average retail rate for the regular commercial subscriber's customer class, plus additional compensation for demand charges based on a percentage of the comparable PD Demand Credit rider rate.

Unsubscribed energy is paid at the A55 avoided cost rate on tariff sheet 9-4.2 (the "Unsubscribed Energy Rate").

**RATE APPLICATION**

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 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. 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**

- a. The Community Solar Garden must comply with the Service Territory Requirement.
- b. Each Subscriber to the garden must be a retail customer of the Company.
- c. All energy produced by the garden, and all capacity attributable to the garden, shall be assigned to the Company;
- d. All Renewable Energy Credits (RECs) shall be assigned to the Company.
- e. The Subscriber Organization must submit within 10 Business Days of receiving approval by the Department as a LMI Accessible CSG project a program application fee of \$4,125 per MW (AC) to the Company and this amount is to be prorated based on system size. This application fee may be by check or wire transfer. Failure to timely pay this fee will result in the inability to move forward through interconnection and the interconnection application will be withdrawn. The participation fee may be changed at any time with the approval of the Commission.

(Continued on Sheet No. 9-99.17)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM (CONTINUED)**

Section No. 9  
Original Sheet No. 99.17

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- f. The Company may publicly post the following information about each interconnection application submitted by projects whose interconnection application was submitted in the area of the Company's portal for Community Solar Garden applications: Community Solar Garden location (city and county), name of the owner of the Community Solar Garden, Nameplate Capacity, application identification number, then-current estimated in-service date as of date of posting information if one has been derived, feeder name, whether or not a feeder upgrade is expected to be required for the specific application, initial indicative cost estimate as set forth in the interconnection agreement, date of signed interconnection agreement, and whether or not the application is in commercial operation. This publicly posted information may be updated over time and initial or prior postings of this information may change over time.
- g. Notwithstanding any other law, a subscriber organization or a subscriber must not be deemed a utility solely as a result of the subscriber organization's or subscriber's participation in a community solar garden.
- h. If at any time the Department informs the Company that the Community Solar Garden no longer qualifies for the LMI Accessible CSG Program, or that the Community Solar Garden's authority to be in the LMI Accessible CSG Program has been revoked, then the Company will no longer provide Bill Credits, but instead will treat all energy produced as being unsubscribed energy until a PPA or other arrangements are made.
- i. If an applicant has applied to the Department for participation in the LMI Accessible CSG Program, and the Department has approved the applicant for the LMI Accessible Program for some time in the future but not at the time the applicant receives the interconnection permission to operate from the Company, then the applicant will receive the Unsubscribed Rate until such time as the Department's approval for participation in the LMI Accessible CSG Program applies. The Company shall receive all energy, capacity and RECs under this provision for the interim time between permission to operate and the time that participation begins in the LMI Accessible CSG Program.

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES**

Section No. 9  
Original Sheet No. 99.18

**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>Subscriber Organization:</b> _____	<b>Community contact information for Subscriber questions and complaints: Address (if different from above):</b> _____ _____ <b>Telephone number:</b> _____ <b>Email address:</b> _____ <b>Web Site URL:</b> _____ <b>Fax:</b> _____

<b>Subscriber Name:</b> _____	<b>Subscriber Service Address where receiving electrical service from Northern States Power Company:</b> _____ _____
<b>Subscriber's Account Number with Northern States Power Company:</b> _____	<b>Subscriber Mailing Address (if different from above):</b> _____ _____

<b>Northern States Power Company Contact Information</b>  <b>Mailing Address:</b> _____ <b>Phone:</b> _____ <b>Email:</b> _____ <b>Fax:</b> _____
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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.19

By signing this 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 Subscriber Organization 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 Subscriber Organization 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 Subscriber Organization 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 Subscriber Organization's control.

4. Information Sharing. Participating in the Community Solar Garden 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 Usage Data** (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production 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 Subscriber Organization (and the Subscriber Organization'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 Subscriber Organization 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 the Community Solar Garden Program provided to the Subscriber by the Subscriber Organization pursuant Section 3 above are attached as Exhibit 1 of this **Subscriber Agency Agreement and Consent Form**. These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

(Continued on Sheet No. 9-99.20)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.20

b. Subscriber's Subscription Information: The Subscriber authorizes the Subscriber Organization 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 Community Solar Garden Program. The Subscriber Organization shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Subscriber Organization will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Community Solar Garden Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Community Solar Garden 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 Community Solar Garden 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 Subscriber Organization will not use aggregated information for purposes unrelated to the Community Solar Garden 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 **Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Subscriber Organization pursuant Section 4.a above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Subscriber Organization 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 Community Solar Garden Program.

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.21

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Subscriber Organization 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 Subscriber Organization and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Subscriber Organization notifies Northern States Power Company of this fact through the Subscriber Management 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. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the Subscriber Organization, and to all subsequent successors or assigns, without the need for Subscriber's consent.

h. 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.

5. Subscriber Disclosures.

a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose 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 regulations.

b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the Community Solar Garden program.

c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.

d. Northern States Power Company 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.

e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: 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. Northern States Power Company will not provide any other

(Continued on Sheet No. 9-99.22)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.22

information, including personally identifiable information such as your Social Security Number or any financial account number to the data recipient through this consent form.

f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: [xcelenergy.com](http://xcelenergy.com).

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

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

Print or Type name and  
Title of signatory if Subscriber  
is a corporation or unit of  
government: \_\_\_\_\_

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

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N

(Continued on Sheet No. 9-99.23)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.23

**Exhibit 1 to Subscriber Agency Agreement and Consent Form**

**Data Privacy Policies of Northern States Power Company Pertaining to  
the LMI Accessible Community Solar Garden Program**

The data privacy policies of Northern States Power Company (the "Company") pertaining to the LMI Accessible Community Solar Garden 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 tariff of the Company for LMI Accessible Community Solar Garden Program. 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" means data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production 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 LMI Accessible Community Solar Garden Program.

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

(Continued on Sheet No. 9-99.24)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES (CONTINUED)**

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Section No. 9  
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a. Subscriber Specific Information

Once a Subscriber's information has been entered by the Subscriber Organization into the Company's systems, an ongoing data exchange will occur between the Company and a Subscriber Organization (and their designated subcontractors and agents):

- (i) The Company will disclose the following Subscriber-specific information to the Subscriber Organization:
  - Subscriber's Account Information
  - Subscriber's Energy Usage Data
  - Bill credits
- (ii) The Subscriber Organization 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 Community Solar Garden site. 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.

**2. 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 LMI Accessible Community Solar Garden Program.

a. Program Management

As part of administering the Community Solar Garden program, the Subscriber Organization 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

(Continued on Sheet No. 9-99.25)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.25

Additionally, as part of administering the Community Solar Garden 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 may be combined and reported in the aggregate by the Subscriber Organization in its annual report.

c. Prohibited Reporting or Sharing

Except as otherwise provided in this document, the Company will not disclose the Subscriber's Account Information, Subscriber's Energy Usage Data or Subscriber-specific Bill Credits to a third party without first obtaining the Subscriber's written consent.

Any requests by the Subscriber Organization to the Company for information about a Subscriber that is not Subscriber's Account Information or Subscriber's Energy Usage Data will require execution of a separate written consent by the Subscriber. Notwithstanding the previous statement, the Company will not provide the Subscriber Organization with the Subscriber's Social Security Number unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

**3. Subscriber Data Access and Correction**

The following outlines what information is available to the Subscriber from the Company and the Subscriber Organization, and methods of correcting any inaccuracies.

a. Information Available from the Company

Subscribers can contact the Company's call center to obtain information pertaining to their specific Bill Credit attributable to their participation in the Community Solar Garden Program. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Subscriber Organization 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 Subscriber Organization, unless such inaccuracies are caused by the Company.

(Continued on Sheet No. 9-99.26)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES (CONTINUED)**

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Subscribers may also obtain from the Company the following information related to the Community Solar Garden Program without obtaining written consent from the Subscriber Organization:

- Community Solar Garden Address
- Operator name
- Nameplate capacity
- Production data related to the PV system
- Bill Credit Rate and total amount of Bill Credits applied to the PV System
- Any other information pertaining to the Subscriber's Subscription

Other information regarding Subscriber Organization known to the Company will not be disclosed unless the Subscriber obtains prior explicit informed consent from the Subscriber Organization or unless directed to do so by the MPUC or Minnesota Department of Commerce or compelled by law or regulation.

b. Information Available from the Subscriber Organization

Subscribers and prospective subscribers can contact the Subscriber Organization to obtain all additional information.

- Future costs and benefits of the Subscription, including:
  - i. All nonrecurring (i.e., one-time) charges;
  - ii. All recurring charges;
  - iii. Terms and conditions of service;
  - iv. Whether any charges may increase during the course of service, and if so, how much advance notice is provided to the Subscriber;
  - v. Whether the Subscriber may be required to sign a term contract;
  - vi. Terms and conditions for early termination;
  - vii. Any penalties that the Community Solar Garden may charge to the Subscriber;
  - viii. The process for unsubscribing and any associated costs;
  - ix. An explanation of the Subscriber data the Subscriber Organization will share with Northern States Power Company and that Northern States Power Company will share with the Subscriber Organization;
  - x. The data privacy policies of Northern States Power Company and of the Subscriber Organization;
  - xi. The method of providing notice to Subscribers when the Community Solar Garden is out of service, including notice of estimated length and loss of production;
  - xii. Assurance that all installations, upgrades and repairs will be under direct supervision of a NABCEP-certified solar professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components;

(Continued on Sheet No. 9-99.27)

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**LMI ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM SUBSCRIBER AGENCY AGREEMENT AND  
PRIVACY POLICIES (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.27

- xiii. Allocation of unsubscribed production; and
- xiv. A statement that the Subscriber Organization is solely responsible for resolving any disputes with Northern States Power Company or the Subscriber about the accuracy of the Community Solar Garden production and that Northern States Power Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

- Copy of the Northern States Power Company tariff for the LMI Accessible Community Solar Garden Program
- Copy of the solar panel warranty
- Description of the compensation to be paid for any underperformance
- Proof of insurance
- Proof of a long-term maintenance plan
- Current production projections and a description of the methodology used to develop production projections
- Subscriber Organization contact information for questions and complaints
- Demonstration to the Subscriber by the Subscriber Organization that it has sufficient funds to operate and maintain the Community Solar Garden Program

The Subscriber Organization is solely responsible for the accuracy of the Subscriber's share of the Community Solar Garden production information forwarded to the Company, and should resolve with the Subscriber any dispute regarding the accuracy of such information. Subscribers can submit comments to the Company on the accuracy and completeness of its annual report by contacting [SolarRewardsCommMN@xcelenergy.com](mailto:SolarRewardsCommMN@xcelenergy.com).

**4. Data Retention**

The Company will retain the Subscriber's Account Information, Subscriber's Energy Usage Data and information on Bill Credits for as long as required under applicable law.

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM**

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Section No. 9  
Original Sheet No. 99.28

**STANDARD CONTRACT FOR  
LMI Accessible Community Solar Garden Program**

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 "Subscriber Organization"). Together, the Company and Subscriber Organization are the Parties.

**RECITALS**

The Subscriber Organization 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 Subscriber Organization is prepared to generate electricity in parallel with the Company.

**DEFINITIONS**

"Backup subscriber" means an individual or entity that temporarily assumes all or a portion of a Community Solar Garden Subscription in the event a subscriber exits the Community Solar Garden or is delinquent in paying the Subscriber's utility bill.

"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 Average Retail Rate as found in the Company's rate book applicable to the LMI Accessible Community Solar Garden Program, which is consistent with Minn. Stat. §216B.1641 Subd. 8. The Average Retail Rate includes all compensation for all energy, capacity and RECs. Accordingly, Average Retail Rate will change over time and the Bill Credit Rate will be based on the then current Bill Credit as provided for in the associated tariff for the LMI Accessible Community Solar Garden program.

"Community Solar Garden" or "LMI Accessible Community Solar Garden" program unless context indicates otherwise means the same as "Community solar garden" as defined in Minn. Stat. § 216B.1641, Subd 2(c), and the term "associated tariff" shall mean the Company tariff associated with that program unless if context indicates otherwise. This Contract is part of the associated tariff. The associated tariff is part of the electric tariff of the Company.

(Continued on Sheet No. 9-99.29)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
Original Sheet No. 99.29

"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 Location" is the location of the single point of common coupling for the Community Solar Garden associated with the PV System. Multiple Community Solar Garden Locations may be situated in close proximity to one another in order to share in distribution infrastructure. This definition should not be used to determine whether a Community Solar Garden complies with the Service Territory Requirement.

"Company" shall mean Northern States Power Company, a Minnesota corporation, doing business as Xcel Energy.

"Consolidated Billing" is a Subscriber-optional service under Minn. Statute §216B.1641, Subd. 10(c), whereby the Company provides a certain percentage of the Bill Credit Rate to the Subscriber Organization, with the remaining portion of the Bill Credit Rate directly payable to the LMI Accessible Community Solar Garden.

"Date of Commercial Operation" shall mean, after receiving permission from the Department to be in the LMI Accessible Community Solar Garden Program, the first day of the first full calendar month upon which commercial operation is achieved following completion of all Interconnection Agreement requirements and processes and following both parties signing the Standard Contract for LMI Accessible Community Solar Garden Program.

"Department" means the Minnesota Department of Commerce, which administers the LMI Accessible Community Solar Garden Program.

"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 applicable Interconnection Agreement in Section 10 of the Company's rate book.

"LMI Accessible Community Solar Garden Statutory Requirements" are based on the provisions in Minn. Stat. § 216B.1641 Subds. 2 through 14. Further, customers who are exempt from the Solar Energy Standard under Minn. Stat. §216.1691, subd. 2(f)d, shall not participate or subscribe to Community Solar Gardens.

"Low-to-Moderate-Income Residential Subscriber" or "LMI Residential Subscriber" or "LMI" means a subscriber that, at the time of the Community Solar Garden subscription is executed or as approved by the Department, is: (1) a low-income household, as defined under Minn. Stat. 216B.2402, subdivision 16; or (2) a household whose income is 150 percent or less of the area median household income.

"MN DIA" shall mean the Minnesota Distributed Energy Resource Interconnection Agreement. See Company Section 10 tariff.

(Continued on Sheet No. 9-99.30)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9  
Original Sheet No. 99.30

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"MN DIP" shall mean the Minnesota Distributed Energy Resource Interconnection Process. See Company Section 10 tariff. The MN DIA shall be considered to be part of the MN DIP.

"Monthly Subscription Information" shall mean the information stored within the Subscriber Management System, as timely entered or changed by the Subscriber Organization via the Subscriber Management 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.

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

"Production Meter" shall mean the meter which will record the energy generated by the PV System only and which will be reported on the Subscriber Organization'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.

"Public Interest Subscriber" means a Subscriber that demonstrates status as a public or Tribal entity, school, nonpublic organization, house of worship, or social service provider.

"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.

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

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(Continued on Sheet No. 9-99.31)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
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“Service Territory Requirement” means that the solar electric generating facility located at the Community Solar Garden is entirely located in the service territory of the Company, including the photovoltaic panels, inverter, output breakers, service meter, Production Meter, the facilities between the service meter and Production Meter, and the facilities between the photovoltaic panels and the Production Meter.

“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” refers to data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of electric usage or electricity production attributable to the Subscriber for the service address and account number identified for participation in the Community Solar Garden

“Subscriber Management System” is the interactive, internet website-based interface (“portal”) maintained by or on behalf of the Company through which the Company accepts and manages applications for the LMI Accessible Community Solar Garden Program. Through this system the Subscriber Organization 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, Community Solar Garden Allocation and other functionality as set forth in the associated tariff or by practice. There may be times in which the parties will need to work cooperatively together on a manual workaround to manage applications.

“Subscriber Organization” is identified above and shall mean a developer or owner of a Community Solar Garden. A Subscriber Organization may be an individual or any for-profit or non-profit entity permitted by Minnesota law.

“Subscription” means a contract between a Subscriber and the Subscriber Organization.

“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.

(Continued on Sheet No. 9-99.32)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
Original Sheet No. 99.32

**AGREEMENTS**

The Subscriber Organization 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 Subscriber Organization at the then current Company's avoided cost rate (found in the Company's rate book, Rate Code A55). The Subscriber Organization 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 LMI Accessible Community Solar Garden 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. 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 LMI Accessible Community Solar Garden Program associated tariff of the Company's rate book is incorporated by reference. The rates for sales and purchases of Subscribed Energy shall be changed annually or otherwise as provided by order of the Commission. The Subscriber Organization shall comply with all of the rules stated in the Company's applicable electric tariff related to the LMI Accessible Community Solar Garden 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 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.

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.

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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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 Subscriber Organization via the Subscriber Management System. The Subscriber Organization is required to have all updates in the system by the 25<sup>th</sup> day of each calendar month to be applied for the following calendar month.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Subscriber Organization 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 Subscriber Organization, unless such inaccuracies are caused by the Company.

F. Once the Company's Consolidated Billing service becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for each subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit Rate for each such Subscriber would then be payable to the Community Solar Garden.

G. In the event the Company's IT systems for the payment of Bill Credits has not been developed before the Community Solar Garden begins to generate power, the Company shall track earned credits for allocated production for each amount power is generated, which will be payable to the Community Solar Garden's Subscribers or (in the case of Unsubscribed Energy) the Community Solar Garden upon completion of the IT system upgrades.

2. RECs. All RECs associated with the Subscribed Energy and Unsubscribed Energy produced before or during the Term of the Contract shall be assigned to the Company. By participating as a Subscriber Organization under this Contract and associated tariff, the Community Solar Garden Operator hereby assigns to Company all right title and interest of the Subscriber Organization to all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy. None of the Subscribers to the Community Solar Garden shall receive any RECs associated with the Subscribed Energy and Unsubscribed Energy. The Subscriber Organization 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 and Unsubscribed 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 and Unsubscribed Energy while the Subscriber Organization participates in the service offered in this Contract and associated tariff. The Subscriber Organization 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 and Unsubscribed Energy under the terms of this Contract and associated tariff 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 Subscriber Organization 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.

(Continued on Sheet No. 9-99.34)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
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Upon the request of Company from time to time, at no cost to Company, (i) Subscriber Organization shall deliver or cause to be delivered to Company such attestations / certifications of all RECs, and (ii) Subscriber Organization shall provide full cooperation in connection with Company's registration of the Subscriber Organization's RECs under this Contract and associated tariff and certification of RECs. The Company shall own all RECs arising out of or associated with the generation of Subscribed Energy and Unsubscribed Energy for all purposes and be entitled to use them in any manner it chooses.

3. 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 Subscriber Organization belongs. The Subscriber Organization shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Subscriber Organization 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 Subscriber Organization's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Subscriber Organization and the Company with respect to the arrangements for House Power.

4. Title, Risk of Loss, and Warranty of Title. As between the Parties, the Subscriber Organization 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 Subscriber Organization must sign the applicable 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. Metering Charges and Requirements are as set forth in the Company's Section 10 tariff. A Company-owned meter is required to be installed at each service location associated with each Community Solar Garden generation source subject to this Contract and associated tariff. The meter is located at the main service and will record energy delivered to the Subscriber Organization from the Company, and also will record energy produced by the Community Solar Garden and delivered to the Company. Subscriber Organization will provide all meter housing and socket replacement and rewiring to install the meter. Subscriber Organization shall be charged monthly the metering charge for the main service meter. Maintenance and Repair of the PV System, Company access to the PV System site, disconnections and emergency shut-offs, shall be consistent with the Section 10 tariff. Any applicant to the LMI Accessible Community Solar Garden Program cannot place its interconnection application on hold while it awaits any action from the Department to make a determination on whether it will be accepted to be part of the LMI Accessible Community Solar Garden Program.

(Continued on Sheet No. 9-99.35)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
Original Sheet No. 99.35

6. Code Compliance. The Subscriber Organization 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. The Subscriber Organization is also solely responsible for the proper and safe disposal of the PV System, and the Company has no responsibility on these issues.

7. Participation Fee. Each year, the Subscriber Organization will submit a participation fee specified in the Company's LMI Accessible Community Solar Garden associated tariff to the Company for ongoing costs incurred of administering the Community Solar Garden Program. The participation fee may be changed at any time with the approval of the Commission.

8. Disclosure of Production Information. In order for the Company to carry out its responsibilities in applying Bill Credits to each Subscriber's bills for electric service, the Company is 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 Subscriber Organization's consent in writing or email to the Company, or unless the Commission or the Department requests that the Company provides such information to the Subscriber.

9. Disclosure of Community Solar Garden Information. The Company may publicly disclose the Community Solar Garden Location, Subscriber Organization, 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 Subscriber Organization or Department, including a statement that the Subscriber Organization is solely responsible for resolving any disputes with the Department, 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.

10. Certain Tax and Securities Law Issues. The Company makes no warranty or representation concerning the taxable consequences, if any, to Subscriber Organization 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 Subscriber Organization and Subscribers are urged to seek professional advice regarding these issues.

11. Full Cooperation with the Commission, Department, and Minnesota Office of the Attorney General. The Parties agree to fully cooperate with any request for information from the Commission, the Department, or the Minnesota Office of the Attorney General (OAG) 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.

(Continued on Sheet No. 9-99.36)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
Original Sheet No. 99.36

12. Requirements Applicable to the Subscriber Organization. The Subscriber Organization must comply with all requirements set forth in this Contract, including all of the following:

A. General. The Subscriber Organization must comply with the LMI Accessible Community Solar Garden Statutory Requirements, requirements of this Contract and associated tariff, with all policies of the Department, and with all orders of the Commission relating to the LMI Accessible Community Solar Garden Program. The Company is not required to check for compliance with the requirements set forth in any of these, but it shall provide Bill Credits under Minn. Stat. § 216B.1641, Subd. 8, as provided for in the associated tariff for the LMI Accessible Community Solar Garden program, and provide credits to nonsubscribers provide under Minn. Stat. § 216B.1641, Subd. 11, as described in that tariff.

B. Required Use of the Company's Subscriber Management System. The Subscriber Organization must use the Company's Subscriber Management System to submit an application for a Community Solar Garden and to manage Subscribers and Subscriptions. An applicant must apply to the Department, and the Department must approve that application, before an applicant can participate in the Community Solar Garden Program.

C. Subscriber Information. The Subscriber Organization shall issue Subscriptions in the PV System only to eligible retail electric service customers of the Company and provide to the Company in the Subscriber Management System the name, account number, service address and other information detailed in the associated tariff for the LMI Accessible Community Solar Garden program attributable to each Subscription and the Community Solar Garden Allocation for each Subscriber's Subscription stated in Watts direct current (DC). The Subscriber Organization 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 Subscriber Organization will not disclose such information to third parties, other than to the Commission, the Department, or the Minnesota Office of Attorney General, unless the Subscriber has provided explicit informed consent, or such disclosure is compelled by law or regulation.

1. For each subscription, the Subscriber Organization must designate in the Subscriber Management System the "Subscriber Type" for each Subscriber – e.g., LMI, Residential but Non-LMI, Master-metered affordable housing, Public Interest Subscriber that is small general service customer, Public Interest Subscriber that is a general service commercial customer, other commercial customer, or Backup Subscriber.

2. Once Consolidated Billing becomes available, each Community Solar Garden must designate in the Subscriber Management System which Subscribers want Consolidated Billing and must designate for each such Subscriber the percentage of the Subscriber's Bill Credit Rate that should be credited to the Subscriber. The remaining portion of the Bill Credit for each such Subscriber would then be payable to the Community Solar Garden.

(Continued on Sheet No. 9-99.37)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
Original Sheet No. 99.37

3. The Company is under no obligation to audit, validate, or correct any information provided by the Subscriber Organization. In the event that the Subscriber Organization provides information, with a result that the Bill Credits provided were too high than would have been authorized had correct information been entered, then the Subscriber Organization needs to promptly make payment to the Company within 30 days of demand of the overpayments and upon receipt these amounts will be credited to the fuel clause. Consistent with Minn. R. 7820.3800, Subp. 3, the Company can demand payment from the Subscriber Organization of the excessively paid Bill Credits going back to a period beginning one year from the discovery. Failure of the Subscriber Organization to timely make these payments shall be considered a breach of this Contract.

4. The Department has oversight on Subscriber information. The Department shall be allowed to audit the Subscriber information in the Subscriber Management System. The Company has no duty to audit or correct any improper LMI designation nor any improper back-up subscriber designation. The Department may make a determination that a developer has not properly entered information or has entered incorrect information, and can similarly request that the Company demand the Subscriber Organization to make payment consistent with the provisions in par. 3 above.

5. For example, if the Community Solar Garden has submitted subscription information for a subscriber and for a given month has designated that Subscriber as a "back-up" subscriber, then the Company can rely on that designation in providing Bill Credits and benefits under the PV Demand Credit Rider. If that designation as a "back-up" subscriber is incorrect, such as less than 50% of the subscribed capacity is for LMI customers or if that subscriber subscribed to more than 15 percent of the Community Solar Garden's capacity for more than 12 consecutive months, then the Company can rely on that designation. However, if the Department notifies the Company that the designation has been incorrect for a given month, the Department request that the Company demand from the Subscriber Organization the Bill Credits and PV Demand Credits provided that were above the appropriate amounts.

D. Subscription Transfers. Subscriptions may be transferred or sold to any person or entity who qualifies to be a Subscriber. 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. Any transfer of Subscriptions needs to be coordinated through the Subscriber Organization, who in turn needs to provide the required updated information in the Subscriber Management System within thirty (30) days of the transfer.

E. Updating Subscriber Information. On or before the 25<sup>th</sup> of the calendar month immediately preceding each Production Month, the Subscriber Organization 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 Subscriber Management System. Such data to be entered or changed by the Subscriber Organization 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.

(Continued on Sheet No. 9-99.38)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
Original Sheet No. 99.38

F. Responsibility for Verification. The Subscriber Organization 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. This provision does not prevent the Department from establishing its own process on how it will oversee subscriptions and its role in the LMI Accessible Community Solar Garden Program.

G. Delivery of Signed Subscriber Agency Agreement from Each Subscriber. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (as set forth in the Company's associated tariff for the LMI Accessible Community Solar Garden Program) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber. This includes the data privacy practices of the Company. These are set forth on the sheets of the associated tariff with a header stating "LMI Accessible Community Solar Garden Program – Subscriber Agency Agreement and Privacy Policies". The Subscriber Organization shall provide a copy of these privacy policies, as updated, to each Subscriber.

13. Remedies for Breach. In the event of any breach of this Contract by the Subscriber Organization, 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 Subscriber Organization:

i. At any time the Company seeks a remedy for any breach of this Contract it shall provide in writing a Notice to the Subscriber Organization to remedy the breach within thirty (30) days.

ii. If after the thirty (30) days provided for in the Notice the Subscriber Organization 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 Subscriber Organization is not in compliance with the Contract within thirty (30) days. The Company shall send copies of the Notice of Disconnection to Subscriber Organization, all Subscribers of the Community Solar Garden, the Department, OAG and Commission.

iii. The Subscriber Organization, the Department, OAG, and/or Commission 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 15 of this Contract.

(Continued on Sheet No. 9-99.39)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
Original Sheet No. 99.39

iv. If the Subscriber Organization, the Minnesota Department of Commerce, OAG and/or Commission 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 Subscriber Organization 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 Subscriber Organization 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. The Department may provide other remedies for any such breach.

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 Subscriber Organization. The Company shall send copies of any Notice requesting termination to all Subscribers of the Community Solar Garden, the Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate the Contract must be approved by the Commission, and there is no further obligation of the Parties to perform hereunder following the effective date of such termination except as set forth in Section 18 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 Department, OAG and Commission. 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 Subscriber Organization, 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 Department, OAG and Commission. If the Notice is objected to within thirty (30) days by the Subscriber Organization, the Department, and/or OAG, Section 15 of this agreement shall apply. Any request to terminate this Contract must be approved by the Commission.

D. In the event of an alleged breach of this Contract by the Subscriber Organization for which the Company sends a Notice pursuant to Section 13(b)(ii) above, 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 13(b)(ii) and Company agrees to accept any such cure as if made by the Subscriber Organization. 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 the associated tariff. The Company shall be under no obligation to provide any such financing party with any information it may have which is confidential to the Subscriber Organization unless the Subscriber Organization has provided written consent to the Company permitting the release to the financing party of such confidential information.

(Continued on Sheet No. 9-99.40)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
Original Sheet No. 99.40

E. In the event of any breach of this Contract by Company, the Subscriber Organization 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 Subscriber Organization may utilize the procedures set forth in Section 15. 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 Commission pursuant to the dispute resolution provisions of Section 15 of this Contract.

14. 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 Subscriber Organization 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 13.d. of this Contract.

15. 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 Department or Commission, as applicable, each of which shall maintain continuing jurisdiction over the issue.

16. Power Purchase Agreement. The separately executed power purchase agreement referenced in the Section 10 tariff for the purchase of power exported by the Subscriber Organization to the Company is not needed. Instead, this Contract and associated tariff shall govern the terms for the power exported by the Subscriber Organization to the Company.

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(Continued on Sheet No. 9-99.41)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

Section No. 9  
Original Sheet No. 99.41

17.A. Miscellaneous. The provisions of this par. 17.A. only apply to those applications that are not subject to the MN DIP. 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 Subscriber Organization 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 the Company's Tariffs and Rules
- F. Amendment or Modification
- G. Entire Agreement
- H. Confidential Information
- I. Non-Warranty
- J. No Partnership

17.B. Miscellaneous. The provisions of this par. 17.B. only apply to those applications that are subject to the MN DIP. The following provisions in the MN DIA 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 MN DIA uses the term "Interconnection Customer", this shall mean the Subscriber Organization for purposes of the present Contract, and where it uses the term "Area EPS Operator" it shall mean the Company. Where the MN DIA uses the term "Agreement", this shall mean this Contract for purposes of the present Contract. References to MN DIA sections below also includes all associated sub-sections

- A. Force Majeure – MN DIA Section 7.6
- B. Notices – MN DIA Section 13.1
- C. Assignment – MN DIA Section 7.1
- D. Non-Waiver – MN DIA Section 12.4
- E. Governing Law – MN DIA Section 12.1
- F. Confidential Information – MN DIA Section 9
- F. Amendment or Modification – MN DIA Section 12.2
- G. Entire Agreement – MN DIA Section 12.5
- H. Non-Warranty – MN DIA Section 7.3
- I. No Partnership – MN DIA Section 12.7
- J. Severability – MN DIA Section 12.8
- K. Subcontractors – MN DIA Section 12.11
- L. Inclusion of Tariffs – MN DIA Section 12.12

18. Term. The Term of the Contract 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. 9-99.42)

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**STANDARD CONTRACT FOR LMI ACCESSIBLE  
COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

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Section No. 9  
Original Sheet No. 99.42

**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. Each Party may sign using an electronic signature. Electronic signatures shall have the same effect as original signatures.

**Subscriber Organization**

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

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

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

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

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

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

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

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

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

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**ASSIGNMENT OF STANDARD CONTRACT FOR LMI  
ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM**

Section No. 9  
Original Sheet No. 99.43

**ASSIGNMENT OF  
STANDARD CONTRACT FOR LMI ACCESSIBLE COMMUNITY SOLAR GARDEN PROGRAM**

A Standard Contract for LMI Accessible Community Solar Garden Program, including any amendments thereto approved by the Minnesota Public Utilities Commission ("Contract") having been made as of [insert date of underlying Contract] (a copy of which is attached hereto), by and between **Northern States Power Company, a Minnesota corporation**, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Contract] ("Assignor") for a Community Solar Garden with a nameplate capacity of \_\_\_\_ kW (AC) located at [insert address]; and

**WHEREAS**, the Assignor intends to convey its interest as the Subscriber Organization of the above-referenced Community Solar Garden to [insert name of Assignee] ("Assignee"); and

**WHEREAS**, the Assignor intends to assign the Contract to the Assignee; and

**NOW, THEREFORE**, upon the execution of this Assignment of Contract by Company, the Assignor, and the Assignee and the delivery of all signatures to Company, the attached Contract is hereby further amended as follows:

1. The Assignor hereby irrevocably assigns the attached Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
2. Company consents to this assignment and, as assigned, the attached Contract is hereby amended so that wherever the name of the Assignor is used therein it shall mean the Assignee.
3. Any and all payments made by Company under the Contract to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
4. Any and all financial liability, including but not limited to amounts due, from the Subscriber Organization to the Company, occurring or accruing under the Contract on or before the date of the Company's signature to this Assignment shall be deemed to be the obligation of both the Assignor and Assignee, and the Company may recover any such amounts jointly and severally from the Assignor and Assignee.
5. The Assignor will inform Assignee of all passwords associated with the Subscriber Management System relating to the Community Solar Garden.

(Continued on Sheet 9-99.44)

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**ASSIGNMENT OF STANDARD CONTRACT FOR LMI  
ACCESSIBLE COMMUNITY SOLAR GARDEN  
PROGRAM**

Section No. 9  
Original Sheet No. 99.44

**ASSIGNMENT OF STANDARD CONTRACT FOR  
LMI ACCESSIBLE COMMUNITY SOLAR GARDEN PROGRAM (Continued)**

6. The contact information, including name, primary contact, address, telephone number and email address of the Assignee is as follows:

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

7. It is further agreed that all terms and conditions of the Contract, as amended, shall remain in full force and effect.

Facsimile signatures, or signatures to the Assignment of Contract sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment of Contract, shall have the same validity as the original.

**IN WITNESS WHEREOF**, Company, the Assignor, and the Assignee have executed this Assignment of Solar\*Rewards Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Assignor – [insert actual name]**

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

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

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

\_\_\_\_\_  
**Assignee – [insert actual name]**

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

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

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

**Northern States Power Company  
d/b/a Xcel Energy**

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

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

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

Date Filed: 06-07-24 By: Ryan J. Long Effective Date: 06-07-24  
President, Northern States Power Company, a Minnesota corporation  
Docket No. E002/CI-23-335 Order Date: 05-30-24

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT**

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Section No. 9  
Original Sheet No. 100

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

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT**

This Contract is made and entered into by and between Northern States Power Company, a Minnesota corporation, having a mailing address of 414 Nicollet Mall, Minneapolis, Minnesota 55401 ("Company"), and \_\_\_\_\_ (whether one or more, "Customer"), whose mailing address for billing and notice purposes is: \_\_\_\_\_, concerning electric service at the following address: \_\_\_\_\_ (the "Service Address").

**1. Fact Background.**

- a. Customer will be installing a solar energy generating facility described in Exhibit 1 (the "PV System"). The PV System is eligible to receive financial assistance under this Contract if it meets all of the following conditions along with other requirements set forth in this Contract:
  - (1) The PV System must be located on or adjacent to a school building receiving retail electric service from the Company and completely located within the Company's electric service territory, provided that any land situated between the school building and the site where the PV System is installed is owned by the school district or the state college or university in which the school building operates;
  - (2) The total aggregate nameplate capacity of all distributed generation serving the school building, including any subscriptions to a community solar garden under section 216B.1641, may not exceed the lesser of one megawatt alternating current or 120 percent of the average annual electric energy consumption of the school building; and
  - (3) The PV System must have real-time and cumulative display devices, located in a prominent location accessible to students and the public, that indicate the system's electrical performance.
  - (4) The renewable energy credits (RECs) associated with the electricity generated by the PV System that is the subject of this Contract are the property of the Company for the life of the PV System, regardless of the duration of the financial assistance provided by the Company under this Contract.
- b. Customer's PV System also meets the requirements of the Minnesota Public Utilities Commission (the "Commission") Rules Chapter 7835 on Cogeneration and Small Power Production and any technical standards for interconnection the Company has established that are authorized by those Rules.
- c. Customer is prepared to generate electricity in parallel with the Company using the PV System.
- d. Customer has submitted to Company and paid an engineering review fee as provided for in the Minnesota Distributed Energy Resources Interconnection Process (MN DIP) as tariffed by the Company.

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(Continued on Sheet No. 9-101)

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Date Filed:	01-26-22	By: Christopher B. Clark	Effective Date:	04-01-22
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-21-718		Order Date:	03-21-22

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT (Continued)**

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Section No. 9  
Original Sheet No. 101

- e. Customer and Company enter into this Contract which sets out the terms and conditions for the purchase and sale of the electricity generated by the PV System ("Solar\*Rewards for Schools Program"), and related matters.
- f. All interconnection applications submitted under this Solar\*Rewards for Schools tariff Contract must be submitted under the Minnesota Distributed Energy Resources Interconnection Process (MN DIP) as implemented in the Company tariffs. Consistent with this and the decision on how it wants to be compensated for net metering, the Customer at the applicable time will also need to sign the Uniform Statewide Contract (Section 9, Sheet Nos. 10-12) and/or the Minnesota Distributed Energy Resource Interconnection Agreement (MN DIA) as implemented in Company tariffs.

**2. Purchases and Sales of Electricity.**

Customer and Company agree:

- a. Company will buy electricity generated by the PV System from Customer under the applicable Company rate schedule filed with the Commission and under the applicable Net Metering rate code that the Customer qualifies for as designated by the Customer under the Uniform Statewide Contract. The rates, terms and conditions for sales and purchases of electricity, as referenced in the above tariffs, may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that sales and purchases will be made under the rates in effect each month during the time this Contract is in force. This Contract is in force beginning upon signature by both parties and continuing through the life of the PV System. However, the production incentive payment discussed in Section 3 below shall remain the same for 10 years. At any time after making its initial election, the Customer can change this election to another rate code for which the Customer qualifies by calling the Company or by confirming the change through email communication with the Company. If the Customer no longer qualifies for its designated rate code, the Company will provide notice to the Customer and Customer will no longer be able to be on a rate code for which the Customer does not qualify.
- b. Customer will pay a monthly metering charge under the Company tariff elected by the Customer, and according to meter installation requirements in Section 5b. The monthly metering charge pays for the cost and installation of a bi-directional meter at the Service Address which measures electricity delivered by the Company to the Customer and energy received by the Company from the Customer, and the associated billing, operating and maintenance expenses. The metering charge may be changed over the time this Contract is in force, due to actions of the Company or of the Commission, and Customer and Company agree that the metering charge will be under the rates in effect each month during the time this Contract is in force.

(Continued on Sheet No. 9-102)

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Date Filed:	01-26-22	By: Christopher B. Clark	Effective Date:	04-01-22
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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT (Continued)**

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Section No. 9  
Original Sheet No. 102

**3. Ownership of Renewable Energy Credits and Incentive Payment.**

Customer and Company agree:

- a. In consideration for Customer's participation in Company's Solar\*Rewards for Schools Program, Company shall pay a predetermined per kWh financial incentive for the PV System production prior to any net metering adjustments for ten (10) years beginning with the date shown on the Permission to Operate letter. The incentive will remain set for the 10-year payment period and will not vary from year to year. PV System production will accumulate for each year. Within ninety (90) days after the end of each year, the Customer will receive an incentive check equal to the year's PV production, as measured by the billing statement that includes December 31, times the \$/kWh incentive. No incentive shall accrue after ten (10) years from the commissioning of the PV System, and the final incentive calculation will be at the end of that year, with the billing statement that includes December 31.
- b. The \$/kWh production incentive is as follows: \$0.04 per kWh.
- c. The \$/kWh production incentive may be assigned by the Customer to a third party.
- d. A school qualifies as an "Income Qualified School" where the proportion of students eligible for free and reduced-price lunch under the National School Lunch Program is equal to or greater than 50 percent. In addition to the above production incentive, an Income Qualified School shall also receive an up-front incentive based on their DC system size (see below), payable after the PV System has been interconnected and has achieved commercial operation.
  - PV Systems ≤40 kW AC: \$1.10/Watt
  - PV Systems >40 and ≤100 kW AC: \$0.90/Watt
  - PV Systems >100 and ≤500 kW AC: \$0.70/Watt
  - PV Systems >500 and <1000 kW AC: \$0.60/Watt
- e. A non-income-qualified school, or state college or university that qualifies for this program shall receive an up front incentive of \$0.10/Watt, payable after the PV System has been interconnected and has achieved commercial operation.

**4. Representations by Customer.**

Customer hereby makes the following representations and warranties to Company:

- a. Customer warrants that the person signing this Contract on behalf of Customer is authorized and competent to sign this Contract and to bind Customer to the terms of this Contract.
- b. Customer receives electric service from Company at the Service Address set forth above, is the person in whose name electric service is listed at the Service Address and is the owner of the property at the Service Address.
- c. Customer is an end-use electric consumer located within the electric service territory of Company in Minnesota whose primary business is not the generation of electricity for retail or wholesale sale from the same facility. Customer is not installing the PV System at the Service Address in connection with a business of developing or improving real estate for resale.
- d. Customer shall install a new PV System at the Service Address, which shall have at least a five (5) year warranty and shall be installed as of the date set forth in Exhibit 1.
- e. The PV System shall be located on the Customer's facilities at the Service Address at all times during the term of this Contract.

(Continued on Sheet No. 9-103)

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT (Continued)**

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Section No. 9  
Original Sheet No. 103

- f. Customer represents that the PV System shall be sized, when combined with other distributed generation resources and subscriptions provided under the Solar\*Rewards Community program associated with the Service Address, will supply no more than one hundred twenty percent (120%) of the previous annual (12-month) consumption of electric energy by Customer at the Service Address. Customer acknowledges that Solar\*Rewards for Schools Program is only available to PV Systems where the estimated annual generation, as determined by the National Renewable Energy Laboratory's PVWatts™ calculator is not more than 120% of the previous annual (12-month) electric energy consumption at the Service Address. If historical electric energy consumption data is not available due to new construction, the Company will calculate the estimated annual electric energy consumption.
- g. The Customer has not received an incentive and is not a party to any other signed contract with the Company pertaining to the PV System. Customer shall not collect other incentives from other state or utility programs for the PV System covered under this Contract. The PV System under this Contract is not eligible for the PV Demand Credit Rider during the 10-year incentive payment period under this Contract.

**5. Requirements for PV System Installation, Operation, and Maintenance.**

Energy Efficiency

- a. Customers are required to participate in one of our energy efficiency programs such as Commercial Real Estate, Energy Design Assistance, Energy Efficient Buildings, or Recommissioning programs within the past three years.

Metering

- b. Each PV System subject to any Solar\*Rewards for Schools incentive at the Service Address needs its own production meter. Customer shall be charged monthly the metering charge described in the Rate Code selected by the Customer in Section 2(b) above.
- c. Company shall receive all net energy, if any, generated by the PV System at the Service Address and not consumed by the Customer. If the production of the PV System is more than the Customer's usage as measured by the Company's meter, the negative consumption (i.e. net energy delivered to the Company) as measured by the Company's meter shall be considered as net energy and Customer shall be compensated as provided as provided for in the Uniform Statewide Contract. On-site use of energy generated by the PV System shall be unmetered for purposes of compensation, except for as provided in Section 3.

(Continued on Sheet No. 9-104)

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT (Continued)**

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Section No. 9  
Original Sheet No. 104

**Definition**

- d. For purposes of this Contract, these terms have the following meanings:
- “Renewable Energy Credits” or “RECs” are all attributes of an environmental or other nature that are created or otherwise arise from the PV System’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 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 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 Customer or the PV System are eligible or which either receives, or any depreciation, expenses, credits, benefits or other federal, state or local tax treatment for which Customer or the PV System is eligible or that either receives.
- e. Customer shall maintain the PV System and the individual components of the system in good working order at all times during the term of this Contract. The Company shall have no responsibility for the maintenance or repair of the PV System, or for its installation or removal. If during the term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed, Customer shall promptly repair or replace the equipment to its original specifications as set forth in Exhibit 1 at Customer’s sole expense. Damages for breach of this provision of the Contract include no further payment of any amounts otherwise owed by the Company to the Customer under this Contract shall be paid.

**Additional Requirements.**

- f. This Contract shall apply to new PV solar equipment only. Used equipment does not qualify for the payment described in Section 3.
- g. Customer shall comply with all of the rules stated in Company’s applicable electric tariff related to photovoltaic systems, as the same may be revised from time to time. The Company’s rules, regulations, and policies must conform to the Commission’s rules on Cogeneration and Small Power Production. The Customer and Company shall comply with all the rules stated in the Company’s applicable electric tariff and the tariffed version of this Contract, as the same may be changed from time to time. In the event of any conflict between the terms of this Contract and Company’s electric tariff, the provisions of the tariff shall control.
- h. Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. §216B.1691, subd. 2(f)d, shall not participate in the Solar\*Rewards for Schools program.

(Continued on Sheet No. 9-105)

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT (Continued)**

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Section No. 9  
Original Sheet No. 105

**6. Limitations and Liabilities.**

Company makes no warranty or representation concerning the taxable consequences, if any, to Customer with respect to its payments to Customer for participation in the Solar\*Rewards for Schools Program, or compensation for electric service sold to Company from the operation of Customer's PV System (if any), and Customer is urged to seek professional advice regarding this issue.

**7. Commencement and Term; Assignment; Enforceability.**

- a. This Contract becomes effective as soon as it is signed by the Customer and the Company and shall continue for the lifetime of the PV System.
- b. This Contract is assignable by Customer to any subsequent purchaser of Customer's premises at the Service Address. Company shall have ownership of all RECs produced by the PV System for the lifetime of the PV System. In order for an assignment to be effective, Customer is required to provide to assignee the following documents: Assignment Agreement, a copy of this Contract, and any remaining warranty information for the PV System. Customer is released from any and all future liability under this Contract upon its effective assignment.
- c. This Contract and the terms contained in the Contract shall be binding and enforceable against the parties, their successors and assigns for as long as the Contract remains in effect.
- d. This Contract does not waive Customer's right to bring a dispute before the Commission as authorized by Minnesota Rules, parts 7835.4800, 7835.5800, and 7835.4500, and any other provision of the Commission's rules authorizing Commission resolution of a dispute.
- e. If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice, mailed or delivered, to the defaulting Party: (a) identifying the nature of the default; and (b) stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within ninety (90) days for PV System operational issues and within thirty (30) days for non-operational issues, unless the failure to cure is due to factors beyond the defaulting Party's control, in which case the defaulting Party shall be given an additional period of time to cure that is reasonable under the circumstances. If the defaulting Party does not cure the default identified in the written notice within the identified time period, then the non- defaulting Party may, at its sole option, terminate this Contract upon written notice of termination mailed or delivered to the defaulting Party. Any notices given under this Section shall be addressed to the Parties (or their successors in interest) at their respective mailing addresses identified in the first paragraph of this Contract.
- f. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract. Failure of either party to enforce any term or condition of this Contract shall not constitute a waiver of that term or condition or of any other term or condition of this Contract.

(Continued on Sheet No. 9-106)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-21-718		Order Date:	03-21-22

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT (Continued)**

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Section No. 9  
Original Sheet No. 106

**8. Miscellaneous.**

- a. This Contract contains all the agreements made between Customer and the Company except that this Contract shall at all times be subject to all rules and orders issued by the Commission or other government agency having jurisdiction over the subject matter of this Contract. The terms of this Contract shall be modified and amended if required to comply with any order or regulation of the Commission, applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this Contract. Company shall post all such modifications and amendments at its website at: [www.xcelenergy.com](http://www.xcelenergy.com), and Customer and Company shall be bound by these posted modifications and amendments. Other than these exceptions, Customer and Company are not responsible for any agreements other than those stated in this Contract.
- b. This Contract shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- c. This Contract may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile or electronic copy or electronic version of a signature will be deemed original and binding.
- d. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- e. This Contract and the rights and obligations of the parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the parties hereto.
- f. By executing this Contract, Customer grants to Company permission to share information concerning the location of the PV System and other information concerning the RECs owned by Company under this Contract to other Minnesota public utilities, municipalities, cooperatives and other entities that may be involved in REC transactions for the limited purpose of ensuring that the RECs associated with the Customer's PV System have not been sold to another entity. The Customer, as part of this contract, authorizes the Company to publicly provide the following information as part of ongoing annual reporting or otherwise: Customer name, Customer Address, nameplate capacity, funding allocated, energy generation and incentive payments. The Company will not release additional customer-private data except to fulfil the regulatory purpose of the Solar\*Rewards for Schools Program, to comply with legal or regulatory requirements, or upon explicit, informed consent by the Customer.
- g. By executing this Contract, Customer grants to Company permission to share with Installer selected by Customer any Customer information necessary to Installer to complete installation of the PV system on Customer's behalf.
- h. No portion of any other Customer contract is intended to conflict with this Contract. In the case of a conflict between any such Customer contract and this Contract, the terms and conditions of this Contract shall control. Nothing in any other Customer contract shall prevent the Company from fully enforcing the terms and conditions of this Contract.

(Continued on Sheet No. 9-107)

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT (Continued)**

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Section No. 9  
Original Sheet No. 107

- i. CUSTOMER AND THE COMPANY HAVE READ THIS CONTRACT AND AGREE TO BE BOUND BY ITS TERMS. AS EVIDENCE OF THEIR AGREEMENT, THEY HAVE EACH SIGNED THIS CONTRACT BELOW ON THE DATE WRITTEN AT THE BEGINNING OF THIS CONTRACT.

**As a qualified Company customer, I have read, understand, and agree to the terms of the Contract set forth above and accept the applicable payments described in Section 3.**

**Customer Name (printed):** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company provides the applicable payments referenced in Section 3 to Customer.**

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

**By:** \_\_\_\_\_  
as authorized agent for Northern States Power Company

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

**Title:**

(Continued on Sheet No. 9-108)

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Date Filed:	01-26-22	By: Christopher B. Clark	Effective Date:	04-01-22
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**SOLAR\*REWARDS FOR SCHOOLS**  
**CUSTOMER CONTRACT (Continued)**

Section No. 9  
Original Sheet No. 108

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**EXHIBIT 1: ACTUAL SYSTEM INSTALLATION INFORMATION**

Customer name:

Service Address:

Installer company:

Company Account Number:

Town / municipality / county:

Please check the appropriate box(es) if this is the same as the application for each item:

- ☐ Manufacturer of PV panels installed:
- ☐ Model number of PV panels installed:
- ☐ STC rating (kW DC):
- ☐ Manufacturer of PV inverter installed:
- ☐ Model number of PV inverter installed:
- ☐ Inverter Quantity:
- ☐ Power rating: \_\_\_\_\_W
- ☐ PV Watts estimate of annual kWh generated:
- ☐ Efficiency %:
- ☐ Battery backup:

As the installer for this project, I certify that the above-referenced PV equipment was installed at the Service Address listed above.

\_\_\_\_\_  
Installer's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Installer's Name Printed

(Continued on Sheet No. 9-109)

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT  
ASSIGNMENT OF CONTRACT**

Section No. 9  
Original Sheet No. 109

**ASSIGNMENT OF SOLAR\*REWARDS FOR SCHOOLS CONTRACT**

A Solar\*Rewards For Schools Customer Contract ("Contract") having been made as of [insert date of underlying Solar\*Rewards for Schools Contract] (a copy of which is attached hereto), by and between **Northern States Power Company, a Minnesota corporation**, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Solar\*Rewards for Schools Customer Contract] ("Assignor") for service provided at [insert Service Address] ("Service Address"); and

**WHEREAS**, the Assignor intends to sell or has sold the premises at the Service Address to [insert name of new purchaser of the Service Address] ("Assignee"); and

**WHEREAS**, the Assignor intends to assign the Contract to the Assignee; and

**NOW, THEREFORE**, upon:

1. The execution of this Assignment of Contract by Company, the Assignor, and the Assignee and the delivery of all signatures to Company;
2. The Assignor providing to the Company any remaining warranty information for the PV System; and,
3. The actual sale of the premises at the Service Address from the Assignor to the Assignee and notice provided by either the Assignee or Assignor to the Company of this actual sale,

The attached Contract is hereby further amended as follows:

1. The Assignor hereby irrevocably assigns the attached Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
2. Company consents to this assignment and, as assigned, the attached Contract is hereby amended so that wherever the name of the Assignor is used therein it shall mean the Assignee.
3. Any and all payments made by Company under the Contract to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
4. If Assignor or any of its predecessors in interest under the Contract has assigned the incentive payments under the Contract to a third party, the assignment of the Contract is subject to that assignment of incentive payments. In this event, Assignee hereby provides consent for the Company to provide to such third party (and to any other person or entity who in the future the incentive payments may be subsequently re- assigned) the following information related to the assigned Contract:
  - a. Customer's (Assignee's) name, address, account number, premise number and meter number(s).
  - b. Meter reading information pertaining to the PV System.
  - c. The compensation rate applicable to the PV System production.
5. Company shall have ownership of all RECs produced by the PV System during the term of the attached Contract.

(Continued on Sheet No. 9-110)

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT  
ASSIGNMENT OF CONTRACT (Continued)**

Section No. 9  
Original Sheet No. 110

6. In order for this Assignment of Contract to be valid, the following must also occur. If the MN DIA has been signed, then the tariffed Assignment of Minnesota Distributed Energy Resource Interconnection Agreement needs to also be signed by the Assignor, Assignee and Northern States Power Company. Further, if the Uniform Statewide Contract has also been signed pertaining to the PV System, then the Assignee and Northern States Power Company also need to sign a new Uniform Statewide Contract pertaining to the PV System that is the subject of the Solar\*Rewards for Schools Customer Contract. However, no additional engineering review fees or costs shall be applied to the Assignee for the signing of this Uniform Statewide Contract if the new contract is merely replacing a similar contract for the same PV System. The effective date of the newly signed Uniform Statewide Contract shall coincide with the cancellation date of the prior Uniform Statewide Contract. It is further agreed that all terms and conditions of the Contract, as amended, shall remain in full force and effect, and this includes the requirement that the PV System be used by a qualifying school in order for the Company to continue to pay incentives, but in any event the Company is still entitled to all RECs for the lifetime of the PV System.

Facsimile signatures, or signatures to the Assignment of Contract sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment of Contract, shall have the same validity as the original.

**IN WITNESS WHEREOF**, Company, the Assignor, and the Assignee have  
executed this Assignment of Solar\*Rewards for Schools Contract as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Assignor – [insert actual name]**

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

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

\_\_\_\_\_  
**Assignee – [insert actual name]**

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

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

**Northern States Power Company  
d/b/a Xcel Energy**

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

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

(Continued on Sheet No. 9-111)

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT  
ASSIGNMENT OF INCENTIVES (Continued)**

Section No. 9  
Original Sheet No. 111

**ASSIGNMENT OF INCENTIVE PAYMENTS**

A Solar\*Rewards For School Customer Contract ("Contract") having been made as of [insert date of underlying Contract], by and between **Northern States Power Company, a Minnesota corporation**, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Contract] ("Assignor") for service provided at [insert Service Address] ("Service Address"); and

**WHEREAS**, the Assignor intends to assign the incentive payments referenced in paragraph 3. of the Contract to [insert name, address and telephone number] ("Assignee"); and

**NOW, THEREFORE**, upon the execution of this Assignment by Company, the Assignor, and the Assignee and the delivery of all signatures to Company;

The following provisions apply:

1. The Assignor hereby irrevocably assigns the incentive payments in the Contract in all respects to the Assignee and the Assignee accepts the assignment thereof in all respects.
2. Company consents to this assignment and, as assigned, the Contract is hereby so amended.
3. Any and all incentive payments made by Company to either the Assignor or the Assignee shall be deemed to have been made to both and shall discharge Company from any further liability with regard to said payment.
4. The Assignor hereby provides consent for the Company to provide to the Assignee (and to any other person or entity who in the future the incentive payments may be subsequently re-assigned) with the following information on an ongoing basis until the incentive payments in the Contract are no longer due or payable:
  - a. Customer's (Assignor's) name, address, account number, premise number and meter number(s).
  - b. Meter reading information pertaining to the PV System, which may include historical meter reading information.
  - c. The compensation rate applicable to the PV System production.
5. It is further agreed that all terms and conditions of the Contract, as amended, shall remain in full force and Effect, and this includes the requirement that the PV System be used by a qualifying school in order for the Company to continue to pay incentives, but in any event the Company is still entitled to all RECs for the lifetime of the PV System.

Facsimile signatures, or signatures to the Assignment sent electronically, shall have the same effect as original signatures. Photocopies, or electronically stored versions of this Assignment, shall have the same validity as the original.

(Continued on Sheet No. 9-112)

Date Filed:	01-26-22	By: Christopher B. Clark	Effective Date:	04-01-22
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-21-718		Order Date:	03-21-22

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**SOLAR\*REWARDS FOR SCHOOLS  
CUSTOMER CONTRACT  
ASSIGNMENT OF INCENTIVES (Continued)**

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Section No. 9  
Original Sheet No. 112

**IN WITNESS WHEREOF**, Company, the Assignor, and the Assignee have executed this Assignment of Incentive Payments as of this day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Assignor – [insert actual name]**

\_\_\_\_\_  
**Assignee – [insert actual name]**

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

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

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

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

**Northern States Power Company  
d/b/a Xcel Energy**

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

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

N

N

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Date Filed:	01-26-22	By: Christopher B. Clark	Effective Date:	04-01-22
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-21-718		Order Date:	03-21-22