

Notice Regarding Corrections to Signed Solar*Rewards Contracts

Summary of contract changes

Xcel Energy discovered in July 2018 that an incorrect version of the Solar*Rewards contract was used in our online application system that certain customers had signed.

What does this mean and how does it impact you as our customer?

This signed version did not match the contract provisions within our Electric Rate Book (Section 9, Sheets 33-48) as authorized by the Minnesota Public Utilities Commission. No action is needed on the customer's part to have the signed version of the contract be modified or amended to align with the authorized version of the contract in our Rate Book. The provisions in the signed contract and in our Rate Book allow for automatic modification or amendment to align the signed version with the authorized version through this web posting detailing the changes being made to the signed contract to align it with the Minnesota Public Utility Commission approved provisions in our Rate Book.

Here are the modifications or amendments shown in redline that align the signed contracts with the provisions in the Rate Book:

Signed Contract Language	Changes shown in redline to align with the Rate Book - Solar*Rewards Customer Contract (Section 9)
1.d. Customer has submitted to Company an application and paid an application fee of \$250.00, to participate in the Company's Solar*Rewards program using the PV System.	(Rate Book - Original Sheet 33, 1.d.) Customer has submitted to Company an application and paid an <u>engineering review</u> fee of \$250.00. to participate in the Company's Solar*Rewards program using the PV System. <u>Unfunded applicants for whom engineering review has not been completed will receive a full refund for this fee.</u>
3.d. The \$/kWh incentive shall be payable to only the Customer. Pursuant to Section 7.b. below, this Contract is assignable, but the \$/kWh incentive shall only be payable to the then-current Customer at the time of payment.	(Original Sheet 35, 3.d.) The \$/kWh incentive shall <u>may</u> be payable to only assigned by the Customer to a third-party. <u>shall be payable to only the Customer.</u> Pursuant to Section 7.b. below, this Contract is assignable, but the \$/kWh incentive shall only be payable to the then-current Customer at the time of payment.
5.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.	(Original Sheet No. 36, 5.i.) <u>[intentionally left blank]</u> 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.
5.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. Notice of cost impacts will be given to customer before the	(Original Sheet No. 36, 5.k.) Customer agrees to disconnect the PV System from the Company distribution system <u>(until remedied)</u> or to reimburse Company for cost of necessary system modifications if operation a malfunction of the PV System causes radio or television or electrical service interference to other customers, or interference with the operation of Company's

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Company makes upgrades to the distribution system and charges upgrade costs to the customer. The company will not provide prior notice if the upgrades are required to safeguard health and safety in an emergency.	system . 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 <u>Company</u> will not provide prior notice if the upgrades are required to safeguard health and safety in an emergency.
5.w. [Omitted]	(1 st Revised Sheet No. 41, 5.w.) <u>5.w Customers who are exempt from the Solar Energy Standard (SES) under Minn. Stat. §216B.1691, sub.2(f)d, shall not participate in the Solar*Rewards program.</u>
7.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.	(Original Sheet No. 43, 7.e.) If a Party defaults in performing its obligations under this Contract, the non-defaulting Party may give written notice, <u>mailed or delivered</u> , to the defaulting Party: <u>(a)</u> identifying the nature of the default; and <u>(b)</u> stating that the non-defaulting Party may terminate this Contract if the defaulting Party does not cure the identified default within <u>ninety (90) days for PV system operational issues and within thirty (30) days for non-operational issues, unless the date failure to cure is due to factors beyond the non-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.</u> If the defaulting Party does not cure the default identified in the written notice within <u>that thirty (30) day the identified time</u> 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.

In addition to the above, Exhibit 3 to the signed contract should have contained the following tariff excerpts instead of those attached. Many of the provisions are the same or similar, but for the sake of completeness, we provide the entirety of what should have been provided as Exhibit 3 [here](#).

We apologize for any inconvenience this may have caused. If you have questions, please reach out to us at SolarProgramMN@xcelenergy.com.