

## SUBSCRIPTION AGREEMENT MASTER AGREEMENT

This Subscription Agreement (together with Schedule A hereto, as the same may be amended from time to time in accordance with the provisions hereof, the “Agreement”), dated as of the Effective Date (as defined in Section II.A below), is by and between the Subscriber (as defined in Section II.B below) and GreenMark Solar Inc., a Minnesota corporation (“Provider”). Subscriber and Provider are referred to individually as a “Party” and collectively as the “Parties.”

### I. RECITALS

- A. Provider is developing a series of one (1) megawatt (MW) or smaller alternating current (AC) community solar gardens under and pursuant to Minnesota Statutes §216B.1641, the related rules and orders adopted by the Minnesota Public Utilities Commission, the relevant portions of the Minnesota Electric Rate Book of Northern States Power Company, d/b/a Xcel Energy (“Xcel”) and the agreements to be executed by the Parties in compliance therewith (all of the foregoing, collectively, the “CSG Program”). Subscriber would like to participate as a subscriber in one or more of the CSGs described in Exhibit 1 of this Agreement (each, a “CSG,” and, collectively, the “CSGs”).
- B. Subscriber and Provider intend that a separate agreement will govern each CSG and will enter into subsequent agreements as necessary to fulfill 30,000,000 kWh annually.
- C. Subscriber wishes to purchase the right to receive Xcel Bill Credits not to exceed a (40%) portion of each CSG capacity (its “Subscribed Share”). The total estimated kilowatt-hours AC (“kWhs”) projected to be delivered by Provider to Xcel (the “Net Energy Output”), to be applied to Subscriber’s Xcel retail electric service bill for its premises is described more fully in Exhibit 1 of this Agreement (the “Premises”). Such purchase of the right to receive Xcel Bill Credits with respect to each CSG is referred to herein as the “Subscription.” For purposes of this Master Agreement, “Subscription” shall mean the aggregate of the individual Subscriptions to each CSG allocated hereunder.
- D. Provider wishes to make available and to sell the Subscription to Subscriber.
- E. Provider will sell and deliver the energy represented by the Subscribed Share of Net Energy Output of each CSG to Xcel, along with the corresponding renewable energy credits (“RECs”) associated therewith, on the terms and subject to the conditions contained in the Xcel Standard Contract, attached hereto in Exhibit 3.
- F. The Xcel Standard Contract (defined in Section 11.4.2 of Schedule A hereto) provides that, in exchange for the sale and delivery by Provider of the Subscribed Share of the Net Energy Output to Xcel, Subscriber will receive credits on its monthly Xcel retail electric service bill (the “Xcel Bill Credits”) at the value of solar rate (the “VOS Rate”) as set forth in Section 9 of Xcel’s Minnesota Electric Rate Book.
- G. In consideration for its Subscription, Subscriber will make a monthly subscription payment, calculated based upon its Subscribed Share of the Net Energy Output during the monthly period, on the terms and subject to the conditions contained in this Agreement.

In consideration of the mutual benefits to be derived from, and on the terms and subject to the conditions contained in, this Agreement, the Parties agree as follows:

**II. SUBSCRIBER INFORMATION**

The information and defined terms contained in the table below form a part of this Agreement.

A	“Effective Date” of this Agreement	January ____, 2022
B	Name of “Subscriber”	Saint Paul Regional Water Services
C	Type of Entity and State of Formation	A component unit of the City of Saint Paul Minnesota established pursuant to Minnesota Special Laws of 1885, Chapter
D	Subscriber’s “Premises” Xcel Meter Numbers	Refer to Exhibit 1
E	“Subscribed Share”	Refer to Exhibit 1
F	Mailing Address for Notices to Subscriber	Finance Manager/General Manager Saint Paul Regional Water Services 1900 Rice Street St. Paul, MN 55113
	Email Address	Dolly.lee@ci.stpaul.mn.us Patrick Shea@ci.stpaul.mn.us

**III. STANDARD TERMS AND CONDITIONS**

The terms and conditions contained in Schedule A hereto are incorporated into this Agreement by reference.

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement as of the day, month and year first mentioned above.

**SUBSCRIBER:**

Saint Paul Regional Water Services

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By:

Its:

**PROVIDER:**

GreenMark Solar Inc.

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By: Julie Jorgensen

Its: CEO

**SCHEDULE A TO SUBSCRIPTION AGREEMENT  
STANDARD TERMS AND CONDITIONS**

**1. INTERPRETATION AND  
DEFINED TERMS**

In interpreting this Agreement, capitalized terms and expressions shall have the meanings given them in the text (including the recitals above) in which they appear. All initially capitalized words and terms used in this Agreement and not defined herein shall have the respective meanings ascribed to them in the Xcel Standard Contract for Solar Rewards Community (the "Xcel Standard Contract"). Except where expressly stated otherwise, the headings of Sections are primarily for convenience, and the recitals are provided for context only, and in the event of a conflict between a heading or a recital and the provision of a Section, the language of the Section shall control in construing the provisions of this Agreement. References to any agreement, enactment, ordinance or regulation includes any amendment thereof or any replacement in whole or in part.

**2. SALE AND PURCHASE OF  
SUBSCRIPTION; SALE AND  
DELIVERY OF ELECTRICITY TO  
XCEL**

- 2.1 Sale of Subscription to Subscriber. On the terms and subject to the conditions of this Agreement, the Provider shall make available and sell to Subscriber, and Subscriber shall purchase from Provider, the Subscription.
- 2.2 Subscription Payments. In consideration for each Subscription, Subscriber shall pay to Provider, for each calendar month during the Term of this Agreement (defined in Section 3.1 below), a monthly payment (the "Subscription Payment"), calculated using Provider's own meters and based upon its Subscribed Share of the Net Energy Output of each CSG during its Operating Term (defined in Section 3.1 below). The

payments shall be made at the times specified in Section 4.2. The amount due from Subscriber to Provider each month shall be calculated as the sum of the following for each CSG during each calendar month of its Operating Term (as defined in Section 3.1 below):

The "Energy Price" (defined below), multiplied by the Net Energy Output of the CSG, multiplied by the Subscribed Share.

For purposes hereof:

"Energy Price" shall mean the amount (in \$/kWh) listed on Exhibit 2 for the then current year.

- 2.3 Delivery of Energy by Provider to Xcel. During the Term of this Agreement, Provider shall sell and deliver to Xcel, the Subscribed Share of the Net Energy Output of each CSG during its Operating Term (defined in Section 3.1 below). The sole consideration for such sale and delivery of its Subscribed Share of the Net Energy Output of the CSGs shall be Subscriber's receipt of Xcel Bill Credits, which shall be governed by the terms of the CSG Program. All RECs associated with the Subscription shall be sold and transferred by Provider to Xcel.
- 2.4 Conditions to Payment and Delivery Obligations; Limited Obligations. Each Party's obligations hereunder as to each CSG shall be conditioned upon the execution of an Xcel Standard Contract for such CSG (and the delivery of a copy of the same to Subscriber) and the achievement of the Date of Commercial Operation of such CSG, and if for any reason one or more CSGs do not achieve their respective Date of Commercial Operation, neither Party shall have any responsibility or liability to the other with respect to any and all such CSGs. Provider shall be responsible for payment of all up-front development, engineering, and construction costs associated with the CSGs, and for all fees and deposits required from time to time by the CSG Program.

### 3. TERM

- 3.1 Term. The operating term for each CSG shall begin on the first day of the first full calendar month after which commercial operation is achieved by such CSG following completion of all interconnection requirements and processes (the "Date of Commercial Operation") and shall end on the 25th anniversary of the Date of Commercial Operation of such CSG (as to each CSG, the "Operating Term"). The term of this Agreement (the "Term") shall commence on the Effective Date and shall end on the last day of the Operating Term of the final CSG in service hereunder, or on the date of earlier termination provided for under Section 3.3, or upon the occurrence of an Event of Default in certain circumstances described in Section 7.3.1.
- 3.2 Notice of Commercial Operation of each CSG. Provider shall provide notice to Subscriber when each CSG achieves its Date of Commercial Operation.
- 3.3 Subscriber Termination Rights; No Prejudice. Subscriber shall have the right to terminate any portion of the Subscription that is not fulfilled with Projects that have achieved construction "notice to proceed" within 24 months of the date of this Agreement. Any termination of this Agreement shall be without prejudice to all rights and obligations of the Parties accrued under this Agreement prior to such termination, and shall be subject to the survival provisions of Section 11.11.

### 4. PAYMENTS AND BILLING

- 4.1 Monthly Invoices. Subscriber shall pay for each Subscription monthly, in arrears. Promptly after the end of each calendar month during the Term of this Agreement, Provider shall prepare and deliver to Subscriber an invoice, calculating the Subscription Payment in reasonable detail pursuant to Section 2.2.
- 4.2 Payment. Subscriber shall make each Subscription Payment by electronic payment in immediately available funds, to an account that is held and specified by Provider, within thirty (30) calendar days of receipt of each monthly invoice from Provider (the "Due Date").
- 4.3 Late Payments. Subscription Payments not made

by the Due Date shall accrue interest at the lesser of (i) the compounded rate of one percent (1%) per month, or (ii) the maximum interest rate permitted by law. Any such charges for interest shall be calculated by Subscriber and included with payment of the invoice without the need for an additional invoice for those amounts.

#### 4.4 [Reserved].

- 4.5 Disputed Invoices. If Subscriber objects to all or a portion of an invoice, Subscriber shall, on or before the Due Date (a) pay the undisputed portion of the invoice, and (b) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Subscriber does not object prior to the Due Date of a given invoice, Subscriber shall be obligated to pay the full amount of such invoice, but Subscriber may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount. Provider may, if it discovers an error in billing, submit corrected invoices to Subscriber. Subscriber may not object to, and Provider may not submit a correction to, any invoice more than six (6) months after the date on which such invoice is rendered. The provisions of Section 9 shall govern disputed portions of invoices. The right to object to or correct an invoice, shall, subject to the time limitation provided in this Section 4.4, survive the expiration or termination of this Agreement.

### 5. OPERATIONS AND MAINTENANCE; RECORDS; METERING

- 5.1 Operating Costs; Compliance with Laws and Regulations. Provider shall own, operate and maintain the CSGs at no cost or expense to Subscriber, other than the Subscription Payments and other amounts specifically described in Section 4.3. Provider and Subscriber shall comply with all applicable laws and regulations, and the CSG Program requirements, during the construction and operation of the CSGs.

- 5.2 Operating Standards. Provider shall maintain the CSGs in good working order at all times during the Operating Term and shall operate the CSGs in a manner reasonably intended to maximize the amount of Xcel Bill Credits allocable to Subscriber, consistent with good custom and practice for operation of utility generation facilities.
- 5.3 O&M Provider; Billing Agent. Provider may, with notice to Subscriber, appoint one or more operation and maintenance Providers to operate and maintain one or more of the CSGs, and/or appoint one or more billing agents to administer the billing and Subscription Payments under this Agreement. Such appointment shall not relieve Provider of any liability, obligation, or responsibility resulting from a breach of this Agreement.
- 5.4 Inspection and Records. Each Party shall keep complete and accurate records and other data required by each of them for the purposes of proper administration of this Agreement. Either Party shall have the right, upon reasonable prior notice to the other Party, to examine or to make copies of the records and data of the other Party relating to the proper administration of this Agreement, at any time during normal office hours during the period such records and data are required to be maintained. All such records or data shall be maintained for a minimum of 60 calendar months after their creation, and for any additional length of time required by law or by regulatory agencies with jurisdiction over the Parties. All such records and data shall be subject to the confidentiality obligations herein unless otherwise agreed by the Parties.
- 5.5 Metering. Xcel shall own, operate and maintain the metering system used to acquire the measurements for each CSG from which Subscription Payments and Xcel Bill Credits are calculated as further described in the Xcel Standard Contract. In the event of a discrepancy at any time between the meter and Provider's meter in recording the Net Energy Output, Xcel's meter shall control for purposes of calculating the Net Energy Output under this Agreement. Any discrepancy shall be reconciled when discovered in an adjustment reflected in the next invoice to Subscriber.
- 5.6 Local Provider. Provider is located in Minnesota and is owned by Minnesotans. Provider seeks to

use local labor and content in its CSGs, where commercially practicable.

## 6. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 6.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that:

6.1.1 It is duly formed, validly existing and in good standing under the laws of its state of formation, is qualified to do business in Minnesota and has complied with all applicable laws;

6.1.2 It has full power to carry on business and to enter into, legally bind itself by, and perform its obligations under this Agreement;

6.1.3 This Agreement has been duly authorized and delivered by and on behalf of such Party and, upon execution and delivery, is a legal, valid and binding agreement of such Party, enforceable against such Party in accordance with its terms;

6.1.4 The execution, delivery, and performance of this Agreement by such Party do not, and will not, constitute a violation of any legal or contractual constraint validly applied to such Party;

6.1.5 There are, to the best of such Party's knowledge, no existing or threatened legal, litigation, contractual, or financial matters of any kind that could reasonably be expected to affect materially either its ability to perform its obligations under this Agreement or the enforceability of this Agreement; and

6.1.7 Such Party has reviewed all securities, tax and other laws applicable to it and neither party makes any representation or warranty concerning the implications of state or federal law, order, regulation or other governmental action associated with the other Party's execution and performance of this Agreement.

6.2 Representations of Subscriber. In addition to the representations above, Subscriber represents and warrants that:

6.2.1 Subscriber has provided to Provider complete and correct records of its electric usage at the Premises for the previous 24 months and the Subscriptions provided herein, when added to any other subscriptions or distributed generation tied to the Premises, does not exceed one hundred and twenty percent (120%) of Subscriber's electric energy usage at the Premises for the previous 24 months.

6.2.2 Subscriber shall not install or procure any distributed generation resource(s) serving Subscriber's Premises (including other Community Solar Garden allocations or subscriptions), other than the Subscriptions with Provider, which resources, when combined with the Subscriptions with Provider, exceed one hundred and twenty percent (120%) of Subscriber's electric energy usage at the Premises for the previous 24 months.

6.2.3 The financial statements Subscriber has provided to Provider (if applicable) present fairly in all material respects the financial condition and results of operations of Subscriber.

6.2.4 All of Subscriber's Premises are located in Xcel's service territory, in the county in Minnesota set forth in Section II.D, and receive electric service from Xcel.

6.2.5 Provider has disclosed, to the satisfaction of Subscriber, the future projected costs and benefits of the Subscription, and the nameplate capacity and forecasted generation and other information relating to the CSGs, and Subscriber has reviewed and understands the terms and conditions of the Xcel Standard Contract and the CSG Program, to its satisfaction. Subscriber further acknowledges that Subscriber's net cost of electricity may or may not be reduced as a result of entering to this Agreement.

6.2.6 Subscriber is not exempt from the Solar Energy Standard under Minnesota Statutes, § 216B.1691, subd. 2(f)d.

6.2.7 Subscriber is a legal entity with total assets in excess of five million dollars

(\$5,000,000), is the sole party in interest agreeing to purchase the Subscription, and is acquiring the Subscription for its own account, and not with a view to the resale or other distribution thereof, in whole or in part. Subscriber agrees that it will not transfer, sell or otherwise dispose of Subscriber's Subscription in any manner in violation of the applicable securities laws.

6.3 Further Covenants of Provider. Provider shall:

6.3.1. Obtain, prior to the Commercial Operation Date of each CSG, and maintain, all licenses, permits and any other required documents to construct and operate the CSGs;

6.3.2. Perform its obligations under the applicable Xcel Standard Contract and otherwise ensure that the CSGs and associated subscriptions comply with all provisions of the CSG Program and other applicable tariffs and rules; and

6.3.3 Promptly notify Subscriber if it becomes aware of any significant damage to or loss of the use of any CSG that could reasonably be expected to adversely affect the CSG and its operation.

## 7. **DEFAULTS AND REMEDIES**

7.1 Defaults. Either Party may give a notice of default under this Agreement (a "Notice of Default") upon the occurrence of any of the following events, unless caused by a breach of this Agreement by the Party giving the notice of default (each such event, a "Default"):

7.1.1 Failure by the other Party to make any required payment under this Agreement within 10 days of being provided notice that payment is past due;

7.1.2 Failure by the other Party to perform any material obligation hereunder (for the avoidance of doubt, termination of the Xcel Standard Contract by Xcel (and approved by the Minnesota Public Utilities Commission) due to Provider's default thereunder will be considered an event of Default with respect to the affected CSG hereunder);

7.1.3 Any representation or warranty of the other Party contained in Section 6.1 or 6.2 is materially false or misleading; or

7.1.4 The occurrence of any of the following events: (a) passage of a resolution by the shareholders of the other Party for the winding up of such Party; (b) admission in writing by the other Party of its inability generally to pay its debts as they become due; (c) appointment of a

liquidator in a proceeding for the winding up of the other Party after notice to such other Party and due hearing; or (d) a court order to wind up the other Party.

7.2 Notice and Cure. A Notice of Default shall specify in reasonable detail the Default giving rise to the Notice of Default. In the case of a Default set forth in Sections 7.1.1, the defaulting Party shall have ten (10) business days from the date the Notice of Default is delivered to cure the Default. In the case of a Default defined in Sections 7.1.2 and 7.1.3, the defaulting Party shall have thirty (30) business days (non-holiday weekdays) within which to cure the Default, provided that in the event a party is diligently pursuing but has not been able to cure within such 30 days, the cure period will be extended up to an additional (60) business days provided such cure continues to be diligently pursued.

7.3 Rights and Remedies Upon a Default or Event of Default.

7.3.1 If a Default by a Party has occurred and is continuing and has not been cured within the period following the Notice of Default specified in Section 7.2, the other Party may, subject to the provisions of Section 11.10, declare that an event of default ("Event of Default") has occurred, and, upon declaration of such Event of Default, the Party declaring the Event of Default, in its sole discretion, may take any or all of the following actions: (a) terminate this Agreement by delivering written notice to the other Party; (b) proceed to protect and enforce its rights and to recover any damages to which it may be entitled, including all costs and expenses reasonably incurred in the exercise of its remedies; and (c) at its election, take such steps as are reasonably necessary to cure the Default before so proceeding.

7.3.2 These rights and remedies shall not be exclusive but, to the extent permitted by law, shall be cumulative and in addition to all other rights and remedies existing at law, in equity or otherwise. The Parties may exercise each right and remedy afforded by this Agreement or by law from time to time and as often as reasonably deemed expedient by the Party exercising such right. No delay by, or omission of, a Party to exercise any right or remedy arising upon any Default or Event of Default of the other Party shall impair any such right or remedy or constitute a waiver of such event or an acquiescence thereto.

## 8. CONFIDENTIALITY

8.1 The Parties recognize that the careful protection and nondisclosure of Confidential Information (as defined below) by the Party receiving Confidential Information ("Receiving Party") from the Party disclosing Confidential Information ("Disclosing Party") is of importance to both Parties.

8.2 The terms "Receiving Party" and "Disclosing Party" includes their respective officers, directors, employees and representatives (each individually a "Representative" of and collectively, the "Representatives" of a Party).

8.3 During the Term of this Agreement, and for a period of two years following termination of this Agreement in accordance with its terms, Receiving Party agrees to:

(a) hold the Disclosing Party's Confidential Information in confidence and take all reasonable precautions to protect such Confidential Information including, without limitation, all precautions that Receiving Party employs with respect to its own confidential and proprietary materials, but in no event less than reasonable care;

(b) not to make any use whatsoever at any time of the Disclosing Party's Confidential Information except in connection with its performance under this Agreement; and (iii) not to copy, decompile, disassemble or reverse engineer any of the Disclosing Party's Confidential Information.

8.4 For purposes of this Agreement, "Confidential Information" means any and all information, whether in oral, written, graphic or electronic form, provided by the Disclosing Party to the Receiving Party, including but not limited to, ideas, plans, drawings, works of authorship (including, without limitation, contract term sheets, drafts and final agreements), knowhow, processes, formulae related to the current, future, and proposed products and services of Disclosing Party, engineering, financial information, procurement requirements, customer lists, pricing, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, information the Disclosing Party provides regarding third parties, any third party proprietary information rightfully held and disclosed by the Disclosing Party, information that, by its nature or circumstances surrounding its disclosure, should be reasonably regarded as confidential, or any document that refers or relates to Confidential Information.

8.5 Confidential Information does not include information



which can be shown by the Receiving Party as: (a) already known or in its possession without an obligation of confidentiality to the Disclosing Party prior to the date the parties began discussions; (b) hereafter rightfully furnished to the Receiving Party by a third party without a breach known by the Receiving Party of any legal or contractual obligation owed to the Disclosing Party; (c) information that is or becomes publicly available without breach of this Agreement; or (d) independently developed by the Receiving Party without reliance on the Confidential Information as evidenced by competent written records of the Receiving Party.

8.6 Notwithstanding the requirements of Sections 8.1 through 8.5, the Parties recognize that Subscriber is a political subdivision of the State of Minnesota, and is therefore bound by the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as amended (the "MGDPA"). Accordingly, to the extent that the MGDPA requires disclosure of any data possessed by Subscriber, the Parties recognize and agree that the requirements of the MGDPA will control, and that meeting those requirements will not represent a violation of this Agreement.

8.7 If disclosure of Confidential Information is required by judicial or other governmental or regulatory requirement, Receiving Party will: (a) promptly notify Disclosing Party; (b) not make the disclosure without first allowing Disclosing Party the opportunity to oppose the action at the Disclosing Party's sole expense; (c) reasonably cooperate with Disclosing Party in opposing and limiting the scope of the disclosure; (d) continue to protect Confidential Information not otherwise made public by the court or governmental body; and (e) be released from its obligations under this Agreement to the extent, but only to the extent, of the compelled disclosure.

## 9. RESOLUTION OF DISPUTES

9.1 Mutual Discussions; Mediation. If any dispute or difference of any kind whatsoever (a "Dispute") arises between the Parties in connection with, or arising out of, this Agreement (other than a dispute relating to an Event of Default under Section 7.1.3), the Parties, within 30 days after written notice of the Dispute is delivered by one Party to the other, shall attempt to settle such Dispute in the first instance by mutual

discussions, promptly, equitably, and in a good faith manner. Either Party may request informal mediation of the Dispute during such 30-day notice period, and the other Party shall cooperate in good faith with such request, for a total discussion and mediation period of 90 days. If such discussion or mediation is not successful in resolving the Dispute, then each Party may thereafter pursue such remedies as are available to it.

9.2 Continued Performance. During the pendency of any discussion or mediation: (a) Provider shall continue to perform its obligations under this Agreement, including, without limitation, its obligation to produce the Net Energy Output and deliver the Subscribed Share to Xcel; (b) Subscriber shall continue to perform its obligations under this Agreement, including, without limitation, continuing to pay all amounts when due, in accordance with Section 4; and (c) neither Party shall exercise any other remedies hereunder arising by virtue of the matters in dispute.

## 10. NOTICES

10.1 Procedure for Giving Notice. All invoices, notices or other communications (collectively, "Notices") to be given or made hereunder (including, but not limited to, account information for payments) shall be in writing, shall be addressed to the attention of the person indicated in Section 10.2 below, and shall either be (a) delivered personally, (b) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, (c) delivered by a recognized overnight or personal delivery service, (d) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal), or (e) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement). Notices given by email or fax shall be confirmed by a written copy of the notice delivered or sent as prescribed in this Section. The failure to so confirm shall not vitiate actual notice.

- 10.2 Addresses for Notices. The addresses for Notices to the Parties shall be, in the case of Subscriber, as set forth in Section II.F of this Agreement, and, in the case of Provider, to

GreenMark Solar Inc.  
4630 Quebec Avenue N.  
Minneapolis, MN 55428  
Attn: Julie Jorgensen, CEO  
e-mail: [juliejorgensen@greenmarksolar.com](mailto:juliejorgensen@greenmarksolar.com)  
Tel.: (952) 250-2253

With a copy to:

New Energy Equity LLC  
2530 Riva Road Suite 200  
Annapolis, MD 21401  
Attn: VP, Operations,  
e-mail: [lgillis@newenergyequity.com](mailto:lgillis@newenergyequity.com)  
Tel.: (443) 267-5012

A Party may modify its address information by notice provided as prescribed in this Section. The information shown above and in Section II.F shall be deemed correct unless and until modified as provided herein.

- 10.3 Effectiveness of Notice. Notices under this Agreement shall be effective only upon actual delivery or receipt thereof.

## 11. MISCELLANEOUS

- 11.1 Amendments and Waivers in Writing. This Agreement may be amended and its provisions and the effects thereof waived only by a writing executed by the Parties, and no subsequent conduct of any Party or course of dealings between the Parties shall effect or be deemed to effect any such amendment or waiver.
- 11.2 Relocation by Subscriber; Other Changes; Assignment by Subscriber. If Subscriber relocates any of the Premises to a location within Xcel's Minnesota service territory and in the same county as the CSGs or a county contiguous to the county in which the CSGs are located (or changes its billing account in any way as to the Premises), Subscriber will give notice to Provider in writing at least 60 days prior to such change and the Parties shall cooperate in good faith to update any Subscriber information to maintain the Subscription. If Subscriber decides to cease to be an Xcel customer ("Cessation"), at the Premises and has no other premises in the same county as the CSGs or a county contiguous to the CSGs and within Xcel's service territory, Subscriber shall

provide prompt written notice of such decision. In the event of a Cessation, upon receipt of notice of such Cessation, Provider shall work with Subscriber and use commercially reasonable efforts to identify a substitute subscriber that is a Minnesota Xcel customer, with premises in the same or contiguous county as the CSGs, which qualifies to become a subscriber under the terms of the CSG Program. Any proposed new subscription shall be for the remaining term of this Agreement, and without consideration to Subscriber, and Provider's obligations in the event of such a proposed new subscriber shall be limited to making commercially reasonable efforts to (a) evaluate the creditworthiness and acceptability of the proposed new subscriber, (b) negotiate and enter into a subscription agreement with and facilitate completion of all other documentation and notices required from the new subscriber under the CSG Program, and (c) if applicable, seek the consent of the Financing Parties to such transfer. Provider shall make the determination as to the suitability of the proposed new subscriber in its sole discretion. Subscriber's obligations under this Agreement shall terminate, subject to the survival provisions of Section 11.11, in the event of a Cessation, only if (a) Subscriber has met all outstanding obligations hereunder, and (b) a new subscription agreement is executed by Provider and a new subscriber that is approved by Provider as meeting the requirements above (such approval not to be unreasonably withheld), for the full Subscribed Share affected by the Cessation on substantially the same terms and conditions as this Agreement and in compliance with the CSG Program. Such termination shall be effective on the effective date of the new subscription agreement.

In the event of a Cessation where no new subscription agreement is executed with a new subscriber, Subscriber may terminate this Agreement by providing no less than 90 days' prior written notice (the "Early Termination Notice"), and such termination shall become effective only upon (a) Subscriber paying in full all obligations accruing prior to the date of the Early Termination Notice and (b) Subscriber paying the Termination Fee, as defined below. "Termination Fee" means the present value of the Estimated Remaining Payments (as measured from the date of the Early Termination Notice) minus the present value of the amount Provider would be forecasted to receive from Xcel for Unsubscribed Energy (inclusive of any REC value attributed to Unsubscribed Energy) sales, through the remainder of the Operating Term, as verified by an independent third party mutually agreed to by the Parties. The present value discount rate to be applied is six percent (6%). Notwithstanding the above, Provider has an

obligation to take commercially reasonable action to mitigate the Termination Fee, which is intended to represent Provider's actual damages upon early termination in the event of a Cessation. In the event that Provider at any time signs a new subscription agreement for all or a portion of the CSG affected by the Cessation and early termination, Subscriber will be relieved of or refunded the portion of the Termination Fee applicable to Subscriber's Subscribed Share that is newly subscribed for by such replacement subscriber, to the extent the energy price and other terms of the new subscription agreement mitigate the damages otherwise accruing due to the Cessation and early termination. Subscriber shall not assign this Agreement or any of its rights, duties, or obligations (other than to Financing Parties) without the Provider's consent, such consent not to be unreasonably withheld, delayed, or conditioned.

11.3 Assignment. Provider may assign any or all of its interests and obligations in this Agreement upon notice to Subscriber of such assignment. Any assignee shall be subject to the terms and conditions of this Agreement unless otherwise agreed to in writing by Subscriber. Subscriber shall not assign this Agreement without the prior written consent of Provider, such consent not to be unreasonably withheld. For the avoidance of doubt, the withholding of consent on the basis of the creditworthiness of such assignee shall not be deemed unreasonable.

11.4 Limited Agency; Cooperation and Further Assurances; Nature of Relationship. Subscriber appoints Provider as its authorized agent with full power and authority to provide to third parties the information required by the CSG Program, and will, upon the request of Provider, execute an authorization allowing Xcel to release information to Provider that is reasonably required to administer this Agreement under the CSG Program. Subscriber will, as to each CSG, execute or re-execute a Subscriber Agency Agreement and Consent Form in the form provided in the CSG Program (which is attached as Exhibit 4 hereto), all upon the request of Provider.

11.4.1 Prior to the Date of Commercial Operation of each CSG, Provider shall provide all information to Subscriber required by the CSG Program, including the information specified in Section 6(s) of the "Standard Contract for Solar\*Rewards Community Solar," which is publicly available in the Minnesota Electric Rate Book of Northern States Power Company (the "Xcel Standard Contract") (which is

attached as Exhibit 3 hereto), proof of insurance, and a description of the maintenance plan for each CSG, and Subscriber, upon request, will execute an acknowledgement of such disclosure. Subscriber will cooperate with Provider and provide in a timely manner any information requested by the Minnesota Public Utilities Commission, the Minnesota Department of Commerce, the Minnesota Office of the Attorney General, or other state, county, local or federal agencies or other governing authorities with jurisdiction over the CSGs (collectively, "Governmental Authorities"), or reasonably requested by Xcel and consistent with applicable laws and regulations.

11.4.2 The parties will cooperate in the implementation and performance of this Agreement, and shall act reasonably and in accordance with the principles of good faith and fair dealing. In the event one or more of the Financing Parties (as defined in Section 11.10) require changes to this Agreement or related documents in connection with any financing of one or more CSGs, the Parties agree to negotiate the required changes in good faith.

11.4.3 Other than the limited agency relationship created by Section 11.4.1 and the Subscriber Agency Agreement, the parties acknowledge and agree that their respective rights and obligations under this Agreement are contractual in nature. Each Party acknowledges and agrees that this Agreement and any other document executed under the CSG Program by either Party do not impose fiduciary obligations on the other Party.

11.4.4 Subscriber acknowledges that (a) Provider is not an electric utility or public service company or similar entity that has a duty to provide service, is subject to rate regulation, or is otherwise subject to regulation by any governmental authority other than the CSG Program as a result of Provider's obligations or performance under this Agreement, (b) Xcel will continue, during the term of this Agreement, to serve as Subscriber's electric utility, and Provider does not assume any obligations of a utility or public service company to supply Subscriber's electric requirements, and (c) Subscriber does not have any direct legal or equitable interest in the CSGs or the capacity and energy from such CSGs, other than the right to receive the Xcel Bill Credits.

11.4.5 Subscriber acknowledges and agrees that the Xcel Standard Contract is solely between Provider and Xcel. The Xcel Standard Contract requires that Provider (as opposed to Xcel) shall be responsible for answering all questions from Subscriber regarding its participation in the CSGs. Subscriber acknowledges, however, that Xcel is responsible for resolving disputes

with Subscriber regarding the Xcel Bill Credits and the calculation thereof.

11.4.6 Notwithstanding the confidentiality provisions contained in Section 8, Provider may use Subscriber's name and the fact of its participation in the CSGs, for reporting purposes to Governmental Authorities and for purposes of compliance with the CSG Program. Provider may use Subscriber's name and the fact of its participation in the CSGs for marketing purposes, subject to advance notice and approval by Subscriber. Provider retains all rights to sponsorship and marketing opportunities associated with the CSGs.

11.5 Insurance. Provider shall be required to carry the insurance policies outlined in Exhibit 5 for the entire Term.

11.6 Force Majeure. In this Agreement, "Force Majeure" means any event, circumstances, or combination of events or circumstances, occurring after the date of this Agreement, including a change in law or regulation, beyond the reasonable control of Provider, and which Provider could not reasonably have avoided and is not due to Provider's fault or negligence, that materially and adversely affects the ability of Provider to perform its obligations under this Agreement. The Parties acknowledge that Force Majeure relief could extend to circumstances created by the ongoing COVID-19 pandemic to the extent the specific impact to the Project or Provider was not known as of the Effective Date. In the event of a Force Majeure that renders Provider wholly or partially unable to perform its obligations under this Agreement, performance will be suspended (wholly or partially, as applicable) for the duration of the Force Majeure event, provided that prompt notice and a reasonable effort to overcome the event shall be undertaken. For the avoidance of doubt, inability to make payments due hereunder shall not be considered an event of Force Majeure or otherwise be given Force Majeure relief. A Force Majeure event under the Xcel Standard Contract or the Interconnection Agreement for a CSG shall constitute a Force Majeure event hereunder. Provider may terminate this Agreement in the case of an extended Force Majeure Event lasting one hundred and eighty days in the aggregate or longer.

11.7 Limitation on Liability; No Guarantee on Output. The parties agree that each will be solely liable for its own acts and omissions, and those of its agents, employees and representatives. This provision in no way intended to constitute a waiver of and hereby expressly reserves to each party any immunities available to either party under Minn.

Stat, Chapter 466, et. al, or any other state, federal or local law. Subscriber acknowledges and agrees that Provider does not warrant or guarantee the amount of Net Energy Output to be produced by the CSGs for any period, and that no amount will be paid by Provider for any under-performance of, or failure to deliver energy to the production meter of, any CSG. Subscriber's sole compensation for failure of any CSG to reach the Date of Commercial Operation or generate Net Electrical Output at the levels forecasted by Provider shall be limited to the corresponding adjustment to the Subscription Payments, which are calculated based upon the actual Net Electrical Output of the CSGs, as provided for in detail in Section 2.2 hereof.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to conflicts of law provisions.

11.9 No Third-Party Beneficiaries. Except as specifically provided in Section 11.10, this Agreement is intended solely for the benefit of the Parties, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, any liability to, or any right of suit or action in, any person (including, without limitation, Xcel) not a Party to this Agreement.

11.10 Collateral Assignment and Financing.

11.10.1 Subscriber acknowledges and agrees that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for one or more CSGs (each, a "Financing Party" and, collectively, the "Financing Parties"), and that Provider and each Financing Party may from time to time refinance one or more of the CSGs. Subscriber acknowledges that in connection with such transactions, Provider and its successors may secure Provider's obligations by, among other collateral, an assignment of its right, title and interest in and to this Agreement, in order to facilitate such sale, conveyance, or financing.

11.10.2 Each Financing Party to which Provider has collaterally assigned any of its rights hereunder shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider hereunder in accordance with the terms of this Agreement.

11.10.3 Each Financing Party shall have the right, but not the obligation, to pay all sums due to

Subscriber under this Agreement and to perform any other act, duty or obligation required of Provider hereunder, or cause to be cured any Default or Event of Default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires any Financing Party to cure any Default or Event of Default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Subscriber hereby grants each Financing Party the option to do so.

11.10.4 Subscriber agrees not to exercise any right to terminate or suspend this Agreement unless (a) it shall have given each Financing Party prior written notice of its intent to terminate or suspend, specifying the Event of Default giving rise to such right, and (b) no Financing Party shall have caused to be cured the Event of Default within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Event of Default reasonably cannot be cured by a Financing Party within such period and a Financing Party commences and continuously pursues cure of such Event of Default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

11.10.5 Subscriber agrees and acknowledges that each Financing Party shall be a third party beneficiary of the provisions of this Section 11.10.

11.10.6 If there is an assignment of this Agreement associated with financing, the Subscriber agrees to negotiate in good faith and execute documents explicitly consenting to such assignment.

11.11 Survival. Notwithstanding anything to the contrary contained in this Agreement, the rights and obligations set forth in Sections 5.3, 8, 9, 11.5, 11.7 and this Section 11.11 shall survive the termination of this Agreement.

11.12 Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party that would have benefited from the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of

such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 9 in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

11.13 Entire Agreement. This Agreement, together with this Schedule A and the exhibits, constitutes the entire agreement in respect of its subject matter, and supersedes any agreements, understandings, and representations (written or oral) previously given or made and not expressly included herein.

11.14 Taxes. Each Party will be responsible for its respective taxes measured by net income or net worth that arise from the transactions under this Agreement.

11.15 Counterparts. This Agreement may be executed in counterparts, which, when taken together, shall constitute one and the same instrument.

Exhibit 1:  
SUBSCRIBER AND PROJECT INFORMATION

[Table to be populated with Project Specifics as Gardens are assigned]

<b>Subscriber Name:</b>	
<b>Agreement Rate:<sup>1</sup></b>	UTILITY VALUE OF SOLAR BILL CREDIT BASED ON 2020 VINTAGE (CREDITED BY UTILITY TO SUBSCRIBER) INCLUDING UTILITY'S ESCALLATION FACTOR AS APPLIED BY UTILITY APPLICABLE TO THE 2020 VINTAGE
<b>Annual Agreement Rate Escalation:<sup>2</sup></b>	Included in Agreement Rate formula based on Fixed Guaranteed Discount of \$0.009 off Utility Value of Solar Bill Credit Rate for 2020
<b>Subscriber's Subscription Size:<sup>3</sup></b>	Up to 40%
<b>Preliminary Design DC Name Plate Capacity:<sup>4</sup></b>	
<b>Estimated Production:<sup>5</sup></b>	
<b>Site Name:</b>	
<b>SRC Number:</b>	
<b>Site Location:</b>	
<b>Est. Commercial Operation Date:</b>	

<b>Subscriber's Utility Accounts:</b>			
#	Account	Premise	Physical Meter Address
1			
2			
3			
4			

<sup>1</sup> Stated in dollars per kilowatt-hours (\$/kWh).

<sup>2</sup> Escalation, if any, is on an annual, compounding basis, adjusted on the anniversary of the first billing month under this Agreement.

<sup>3</sup> Stated in % of total DC Name Plate Capacity.

<sup>4</sup> Stated in kilowatts (kWdc) and based on Preliminary Design of Site.

<sup>5</sup> Stated in kilowatt-hours (kWh), for year 1, and based on Subscriber's Subscription Size.

Exhibit 2:  
Energy Price

ENERGY PRICE = UTILITY VALUE OF SOLAR BILL CREDIT BASED ON THE PUBLISHED 2020 VINTAGE (CREDITED BY UTILITY TO SUBSCRIBER) INCLUDING UTILITY'S ANNUAL ESCALATION FACTOR AS APPLIED BY UTILITY TO THE 2020 VINTAGE - \$0.009/kWh

INITIAL ENERGY PRICE: \$0.08500

GUARANTEED DISCOUNT FOR ENTIRE TERM: (PUBLISHED 2020 RATE) Minus \$0.009/KWH

EXAMPLE PRICING:

<i>Contract Year</i>	<i>2020 Value of Solar Bill Credit Rate</i>	<i>Solar Energy Price (\$/kWh)</i>
1	\$0.0940	\$0.08500
2	\$0.0961	\$0.08710
3	\$0.0983	\$0.08930
4	\$0.1005	\$0.09150
5	\$0.1027	\$0.09370
6	\$0.1050	\$0.09600
7	\$0.1073	\$0.09830
8	\$0.1097	\$0.10070
9	\$0.1122	\$0.10320
10	\$0.1147	\$0.10570
11	\$0.1172	\$0.10820
12	\$0.1198	\$0.11080
13	\$0.1225	\$0.11350
14	\$0.1252	\$0.11620
15	\$0.1280	\$0.11900
16	\$0.1309	\$0.12190
17	\$0.1338	\$0.12480
18	\$0.1368	\$0.12780
19	\$0.1398	\$0.13080
20	\$0.1430	\$0.13400
21	\$0.1461	\$0.13710
22	\$0.1494	\$0.14040
23	\$0.1527	\$0.14370
24	\$0.1561	\$0.14710
25	\$0.1596	\$0.15060

Exhibit 3:  
"SOLAR\*REWARDS" CONTRACT

[See Separate PDF]



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

(Continued on Sheet No. 9-69.1)

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

Section No. 9  
2nd 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.

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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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Date Filed:	12-14-18	By: Christopher B. Clark	Effective Date:	05-09-19
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-18-714		Order Date:	05-09-19

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

Section No. 9  
3rd Revised Sheet No. 70

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

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

“Community Solar Garden 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.

(Continued on Sheet No. 9-71)

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

Section No. 9  
2nd 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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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-18-714		Order Date:	05-09-19

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

Section No. 9  
2nd Revised Sheet No. 72

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“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.

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“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.

(Continued on Sheet No. 9-73)

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Date Filed:	02-23-17	By: Christopher B. Clark	Effective Date:	01-19-17
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	04-07-14

**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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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867		Order Date:	05-09-19

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

Section No. 9  
Original Sheet No. 74

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C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

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

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

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

(Continued on Sheet No. 9-75)

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Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

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Section No. 9  
2nd Revised Sheet No. 75

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3. Metering Charges and Requirements

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

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.

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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.

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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.

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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.

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(Continued on Sheet No. 9-76)

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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-13-867 & E002/M-18-714		Order Date:	05-09-19



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

Section No. 9  
3rd Revised Sheet No. 76

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6. Community Solar Garden Requirements.

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

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

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

D. [Intentionally Omitted]

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.

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(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)**

Section No. 9  
1st Revised Sheet No. 76.1

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**SHEET CANCELED**

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(Continued on Sheet No. 9-77)

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

Section No. 9  
1st 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 to the Company for ongoing costs incurred of administering the Solar\*Rewards Community Program. The first participation fee will be charged after the Date of Commercial Operation, and the final participation fee will be charged prior to the Term of the Contract expiring.

(Continued on Sheet No. 9-78)

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

Section No. 9  
1st Revised Sheet No. 78

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6. Community Solar Garden Requirements. (Continued)

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

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

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

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

O. Disclosure of Community Solar Garden Information. The Community Solar Garden Operator acknowledges and agrees that the Company may publicly disclose the Community Solar Garden 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.

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(Continued on Sheet No. 9-79)

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Docket No.	E002/M-13-867		Order Date:	12-15-15

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

Section No. 9  
Original Sheet No. 79

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6. Community Solar Garden Requirements. (Continued)

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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Date Filed:	09-30-13	By: David M. Sparby	Effective Date:	09-17-14
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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
Original Sheet No. 80

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

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

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

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

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

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

(Continued on Sheet No. 9-81)

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

Section No. 9  
Original Sheet No. 81

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

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

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

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

(Continued on Sheet No. 9-82)

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

Section No. 9  
Original Sheet No. 82

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

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

(Continued on Sheet No. 9-82.1)

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

Section No. 9  
Original Sheet No. 82.1

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

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

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(Continued on Sheet No. 9-83)

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

Section No. 9  
Original Sheet No. 83

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11. Limitation of Liability

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

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

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

12. Dispute Resolution

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

B) In the event a dispute arises under this Contract between the Parties, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, then the Parties may refer the dispute for resolution to the MPUC, which shall maintain continuing jurisdiction over this Agreement.

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

(Continued on Sheet No. 9-84)

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Docket No.	E002/M-13-867		Order Date:	09-17-14

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

Section No. 9  
1st 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

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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)**

Section No. 9  
1st Revised Sheet No. 85

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

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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)**

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Section No. 9  
Original Sheet No. 86

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

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)**

Section No. 9  
1st Revised Sheet No. 87

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

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

Section No. 9  
2nd Revised Sheet No. 88

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

Exhibit 4:  
Standard Subscriber and Agency Consent Form

[See Separate PDF]



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

Section No. 9  
 1st 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> _____ _____

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(Continued on Sheet No. 9-90)

Date Filed: 06-19-17 By: Christopher B. Clark Effective Date: 12-07-17  
 President, Northern States Power Company, a Minnesota corporation  
 Docket No. EG999/CI-12-1344 & Order Date: 12-07-17  
 E002/M-13-867

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

Section No. 9  
1st Revised Sheet No. 90

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**Northern States Power Company Contact Information**

**Mailing Address:**

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Fax:** \_\_\_\_\_

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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  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
1st Revised Sheet No. 91

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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.

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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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Docket No.	E002/M-13-867		Order Date:	04-07-14

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

Section No. 9  
Original Sheet No. 92

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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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Docket No.	E002/M-13-867		Order Date:	09-17-14

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

Section No. 9  
2nd Revised Sheet No. 93

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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)**

Section No. 9  
Original Sheet No. 93.1

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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](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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(Continued on Sheet No. 9-94)

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**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)**

Section No. 9  
Original Sheet No. 95

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**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)**

Section No. 9  
Original Sheet No. 96

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**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)**

Section No. 9  
1st Revised Sheet No. 97

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**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.

(Continued on Sheet No. 9-98)

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

Section No. 9  
Original Sheet No. 98

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**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

(Continued on Sheet No. 9-99)

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Date Filed:	09-30-13	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		Order Date:	09-17-14

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

Section No. 9  
1st Revised Sheet No. 99

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**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.

Exhibit 5:  
Insurance

Provider will be required to carry insurance of the kind and in the amounts shown below for the full Term of this Agreement. Certificates for General Liability Insurance must state that the City of Saint Paul, its officials, employees, agents and representatives, and the Saint Paul Board of Water Commissioners, its officials, employees, agents and representatives are Additional Insureds. Errors and omissions coverage must be included if the Provider will be providing services for the City as a sublimit of the General Liability policy. Agent must state on the certificate if company carries errors and omissions coverage.

1. General or Business Liability Insurance

\$1,500,000 per occurrence  
\$2,000,000 aggregate per project  
\$2,000,000 products/completed operations total limit  
\$1,500,000 personal injury and advertising

2. Errors and Omissions

\$1,000,000 per occurrence  
\$1,000,000 aggregate

3. Automobile Insurance.

- a. Commercial Vehicles. When commercial vehicles will be used in connection with a contract, these minimum coverage amounts are required:

Bodily Injury  
\$750,000 per person  
\$1,000,000 per accident

Property Damage  
Not less than \$50,000 per accident  
Coverage will include: hired, non-owned and owned auto

- b. Personal Vehicles. When personal vehicles are used in connection with a contract, the City is not required to be named as Additional Insureds, but proof of insurance is required prior to commencement of activities. Provider must provide the Board and the City with Endorsements from insurance company.

Bodily Injury  
\$30,000 per person  
\$60,000 per accident

Property Damage  
\$20,000 per accident

- c. Rental Vehicles. When rental vehicles are used in connection with a contract, the Provider will either purchase insurance from the rental agency, or provide the City with proof of insurance as stated above.

4. Worker's Compensation and Employer's Liability. Worker's Compensation coverage is required per Minnesota Statutes. Employer's Liability will have a minimum of:

\$500,000 per accident  
\$500,000 per employee;  
\$500,000 per disease policy limit.

- a. Providers with 10 or fewer employees who do not have Worker's Compensation coverage are required to provide the City and the Board with a completed "Certificate of Compliance" (State

of Minnesota form MN LIC 04) verifying their number of employees and the reason for their exemption.

5. Professional Services Coverage. N/A.
6. Work Scope Specific Insurance. Not Applicable
7. General Insurance Requirements
  - a. All policies will be written on an occurrence basis or as acceptable to the City of Saint Paul and the Board. Certificates of insurance must indicate that the policy is issued on a occurrence basis.
  - b. The Provider may commence work when Certificates of Insurance covering all of the insurance required for this project is approved. Insurance must remain in place for the duration of the original contract and any extension periods.
  - c. The City and the Board reserve the right to review Provider's insurance policies at any time, with reasonable notice provided, to verify that City requirements have been met.
  - d. The City and/or the Board may request that Provider purchase and provide evidence of additional insurance if the scope of services change, if the amount of the contract is significantly increased, or if the exposure to the City or its citizens is deemed to have increased. If Provider objects, the parties agree to meet and reach agreement about the terms of the request.
  - e. Satisfaction of policy limits required above for General Liability and Automobile Liability Insurance, may be met with the purchase of an umbrella or excess policy. Any excess or umbrella policy will be written on an occurrence basis, and if such policy is not written by the same insurance carrier, the proof of underlying policies (endorsement) will be provided with any certificate of insurance.