

CITY OF WOODBURY

REQUEST FOR PROPOSALS
Request for Proposal for a Renewable Energy System

For The HealthEast Sports Center
in the City of Woodbury

Date of Issue: 09/20/2017
Proposal Due Date: 10/20/2017

I. Contents

II. OBJECTIVE 2
III. OVERVIEW 2
IV. RFP SCHEDULE 2
V. SITE INFORMATION 3
VI. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL 3
VII. PROVIDER QUALIFICATIONS 4
VIII. PERSONNEL QUALIFICATIONS AND ABILITIES 4
IX. PROJECT SCOPE AND STANDARDS 4
X. CONTENT OF PROPOSAL 5
XI. TECHNICAL SPECIFICATIONS 7
XII. OPERATIONS AND MAINTENANCE 8
XIII. PROJECT SCHEDULE 8
XIV. CONTRACT REQUIREMENTS 8
XV. SELECTION COMMITTEE 8
XVI. CITY RESPONSIBILITY 8
XVII. PROVIDER(S) SELECTION CRITERIA 8
XVIII. RIGHT TO REJECT PROPOSALS 9
XIX. RFP EXHIBITS 10

- ATTACHMENT A: General Site Information and Guidance for Energy Generation Calculation
- ATTACHMENT B: Twenty-four (24) Months of Utility Bills, hourly electrical consumption data
- ATTACHMENT C: Sample Solar Power Purchase Agreement
- ATTACHMENT D: Responsible Contractor Verification and Certification Compliance

**CITY OF WOODBURY
SITE-SPECIFIC REQUEST FOR PROPOSALS**

II. OBJECTIVE

The CITY OF WOODBURY, hereinafter referred to as the “CITY,” is soliciting proposals from qualified contractors to design, build, own and operate, finance and maintain a solar installation on CITY property and provide power to the HealthEast Sports Center.

The CITY is requesting proposals from qualified firms, partnerships, corporations, associations or professional organizations to provide turn-key solar photovoltaics (PV) services through a Power Purchase Agreement (PPA), under a Guaranteed Energy Savings Contract (GESc). The CITY is willing to review other financing and ownership models including a prepaid PPA, a conventional PPA with tax benefits through system donation, a lease, or any other structured proposal. Responses shall be submitted no later than 4:00 p.m. on October 20, 2017. Late responses will not be considered. Each response shall be treated as confidential until this deadline, after which each response shall become public.

III. OVERVIEW

The CITY is seeking proposals from interested firms that are capable of designing, engineering, installing, financing and maintaining a solar PV project limited to the HealthEast Sports Center, located at 4125 Radio Drive, Woodbury, Minnesota 55129. In the long-term, the CITY may be interested in developing solar energy for other sites, and results of this RFP may be used for future projects as deemed appropriate by the CITY. However, for purposes of this RFP, respondents should limit their responses to only the HealthEast Sports Center site.

The CITY believes on-site PV power generation will provide a long-term financial benefit by reducing energy costs through reduction of peak demand loads and daily energy consumption at the site. The program will provide high quality power with minimal environmental impact. Through on-site PV solar generation, the CITY hopes to:

- Reap the financial benefits of more affordable electricity at minimal cost.
- Reduce environmental impact.
- Provide an example of successful renewable energy generation and showcase the CITY as a leader in development of renewable energy sources.

Through this RFP process, the CITY intends to select only one proposer for the solar project.

IV. RFP SCHEDULE

The following schedule and deadlines apply to this solicitation:

Pre-Bid Conference:

Date: September 27, 2017

Time: 1:30 p.m.

Location: HealthEast Sports Center, 4125 Radio Drive, Woodbury, Minnesota 55129

Date for Final Submittal of Questions:
October 13, 2017, no later than 4:00 p.m. EST
Submit questions to:
Bob Klatt
Park and Recreation Director
City of Woodbury
8301 Valley Creek Road
Woodbury, Minnesota 55125
(651) 714-3581
bob.klatt@woodburymn.gov

Request for Proposal Due October 20, 2017, no later than 4:00 p.m. EST
Five (5) hard copies
Delivered or Mailed to:
Bob Klatt
Park and Recreation Director
City of Woodbury
8301 Valley Creek Road
Woodbury, Minnesota 55125
(651) 714-3581
bob.klatt@woodburymn.gov
“HSC RFP for Solar PV”

V. SITE INFORMATION

The CITY has determined that photovoltaic systems can be successfully installed at the HealthEast Sports Center on the two ice arenas standing seam metal roofs. The average energy and power usage for the two ice arenas at the HealthEast Sports Center is, as follows:

HealthEast Sports Center, 4125 Radio Drive, Woodbury, Minnesota 55129
Average Monthly Energy Use: 68,209 kWh
Average Monthly Demand: 181 kW
Xcel Energy Meter Number: 17956115 Xcel Energy Premise Number 303297114

Additional details can be found in Attachment A and B.

VI. EXAMINATION OF SITE PRIOR TO SUBMITTING PROPOSAL

Each provider must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of the obligation to carry out the provisions of the Contract.

The provider will design, install and maintain a solar photovoltaic system to maximize the solar resources at the above listed site, taking into account the facility’s electrical demand and load patterns, proposed installation site, available solar resources, applicable zoning ordinances, installation costs and other relevant factors, which shall be discussed in the provider’s proposal. The provider should make every effort to visit the site and determine the best course of action for the facility.

Before submitting a proposal, providers will have the ability to tour the site as part of the Pre-bid Conference. Additional re-visits of the installation site may be schedule by contacting: Bob Klatt, Park and Recreation Director, City of Woodbury, 8301 Valley Creek Road, Woodbury, Minnesota 55125, (651) 714-3581, bob.klatt@woodburymn.gov, if needed. The provider will be responsible for determining load characteristics for any roof installation to ensure that warranties remain in place and to avoid damage to existing roofs.

VII. PROVIDER QUALIFICATIONS

To qualify as the provider for award of this Agreement, the prime provider or joint venture must either individually or collectively demonstrate extensive training, relevant expertise and a thorough knowledge of the professional services, functions, activities and related responsibilities to successfully perform their role in this solar photovoltaic installation.

VIII. PERSONNEL QUALIFICATIONS AND ABILITIES

Specialized experience is required of the proposed project personnel to undertake the work assignments. Proposals must clearly demonstrate the capability, academic background, training, certifications and experience of the proposed personnel. The availability of the proposed staff is also of crucial importance and must be demonstrated. Specific project responsibility of staff to be assigned to the project must be included, as well as professional background and caliber of previous experience of key persons and of each consultant to be assigned to the project. If sub-consultants will be employed, similar information must be provided and the portions to be sub-consulted must be identified. (There is no penalty for use of sub-consultants; the qualifications of the entire team will be evaluated.)

Provider(s) shall possess:

- Valid and pertinent State of Minnesota contractor construction licenses.
- Minnesota Professional Engineering (PE) registration for photovoltaic/electrical, structural, civil, and fire protection work.
- North American Board of Certified Energy Practitioners (NABCEP) certification.
- Certified Energy Manager (CEM) from the Association of Energy Engineers.

IX. PROJECT SCOPE AND STANDARDS

The provider will design, provide, install, own and maintain the solar photovoltaic systems. The CITY will purchase electricity produced by the photovoltaic system through a Power Purchase Agreement. The scope of this project is all inclusive and includes planning, engineering, labor, materials, delivery, installation and commissioning, as well as all warranties and maintenance. This includes all structural and utility modifications that are required. The provider shall include in its proposal all elements necessary for a turn-key project including rebate applications, grid connection agreement, all permits and approvals from governing agencies and all labor, taxes, services and equipment. Provider shall apply for and obtain all necessary permits required by the CITY and all regulatory agencies including federal, state, and local jurisdictions. All fees required by the CITY or other jurisdictions shall be the responsibility of the applicant.

The provider shall make the decision on the best location for metering and the numbers of meters required. All proposed roof mounted solar panels, tracks and anchoring equipment shall not exceed five (5) pounds per square foot. Provider shall verify the structural capacity of the roof.

Ownership of Solar Renewable Energy Credits (RECS) or Certificates should be assumed to be owned by the CITY for the life of the agreement unless otherwise specified by the Proposer as part of the proposal. If ownership of the Solar RECs changes the pricing, Provider shall provide separate pricing dependent on control of Solar RECs

Connection to the local Utility is the proposer's responsibility for all connections and purchase agreements to the Utility for systems that propose to export power to the Utility.

All equipment shall be UL listed. All installations shall comply with current local government approved building and electrical codes. Guaranteed minimum output from the system shall be eighty-five percent (85%) of the expected performance output from the system.

A sample Solar Power Purchase Agreement is attached for review in Attachment C and may be modified by the CITY based the proposals received.

X. CONTENT OF PROPOSAL

Proposals shall be on 8-1/2" x 11" paper and limited to twenty - (20) pages (excluding resumes and PPA, but including the materials necessary to address project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Text shall be a minimum of eleven-point Times New Roman font. In order to maintain uniformity with all proposals furnished by provider, proposals shall include the following:

- Overview of Principal Elements. A project understanding summary that includes an overview of the principal elements of the proposal, demonstration of an understanding of the project objectives, and a description of your approach to solar systems. Include any suggestions or special concerns that the CITY should be made aware of, the proposed configuration of equipment and any additional scope of work tasks you feel are necessary for the successful completion of the project. Include a discussion of work assignments between the provider and subcontractors used, if any.
- Schematic Design Layout. Provider shall provide a system schematic design layout for the systems, including photovoltaic model type and model no., wattage, number of modules, year one (1) production, degradation percentage, inverter type and model, mounting system type, azimuth, tilt, system size AC and DC, and the impact on time demand related charges on the CITY's utility bills and daily demand charges.
- Minimum Qualifications. Sufficient information for the CITY to evaluate the provider's ability to successfully complete the scope of work and to meet the following minimum qualifications:
 - Appropriate Contracting Licenses in good standing;
 - Appropriate other licensing in good standing;
 - Company's bond rating;
 - A list of personnel who will work on the project, including resumes of proposed project team members that delineates education, current licenses and certificates, prior employment and titles (included as attachments); and
 - Project Team Structure: An organizational chart describing the roles and responsibilities of each person.

- References. A list of similar projects which your firm completed within the last five (5) years. To be considered, respondents are required to have financed, designed, installed, operated, maintained, and completed a minimum of three (3) solar PV projects in the United States that are commercial grid-connected solar PV systems under a Power Purchase Agreement (PPA). One (1) of the referenced projects must be with local governments, schools, or state government and one must be of a similar scale and type. All three (3) PV projects must be currently providing the full/rated solar generation capability.

Project information should include project description, agency or client name along with the person to contact, telephone number(s) and e-mail addresses, year completed and project construction and design cost.

- Proposal Submittal and Signature. Proposal shall be signed by a company official with the power to bind the company in its proposal. All proposals must be completely responsive to the RFP.
- Responsible Contractor Requirements. The Responsible Contractor Verification and Certification of Compliance, Attachment D, must be completed and submitted as part of the proposal.
- Power Purchase Agreement. A Power Purchase Agreement must accompany your proposal. A separate cost proposal is to be submitted that includes the financial terms of a power purchase agreement. A model PPA is included as Attachment C. Provider may request amendments to the model PPA. A variety of pricing models may be proposed. The CITY will select the provider based on the selection criteria on pages 8 and 9, then negotiate the final Contract.

The provider should bid the lowest cost of electrical energy (price per kWh or percentage of net metering credit) they are willing to provide the CITY for each year of the Power Purchase Agreement. The Price Proposal also shall include guaranteed minimum energy to be produced in each year from the PV system.

Provider shall identify the warranties to be transferred to the CITY, if the CITY purchases the PV systems. The CITY is to pay no up-front fees for the installation and maintenance of the project. The proposal shall clearly define the terms for the CITY to purchase the system. At the end of the PPA or renewal term, and should the CITY choose not to purchase the system, the proposer shall remove the photovoltaic systems(s) and to return the site to preexisting conditions at their expense.

- Warranties/Guarantees. The Respondent shall provide the following minimum warranties/guarantees:
 - Any warranty required to qualify a system for available rebates or incentives;
 - 10 year complete system warranty;
 - 20 year PV panel warranty, with a maximum of 20% degradation; and
 - 10 year complete operational power capacity warranty.

- Local Economic Development. The CITY believes that solar energy development can contribute to economic development and job creation/job retention in our area. The bidder must demonstrate its ability to contribute to the local economy including the use of local businesses and workers.

XI. TECHNICAL SPECIFICATIONS

The following technical information should be discussed in this section.

- Major equipment manufacturers
- Description of technology and configuration
- Summary of the commercial operating experience of the equipment used or to be chosen
- Solar system layout of equipment and characteristics
- Electrical interconnection and metering/net-metering
- Foundation of PV support system
- Level of efficiency
- DC and AC capacity rating
- Expected annual energy production in kWh by month
 - Provide PV Watts output and inputs, see Appendix A for further guidance on PV Watts calculations.
- Communications, control and instrumentation
- Facility limitations that may constrain operation
- Project Management plan
- Quality assurance plans
- Start-up and testing
- Factory and performance tests
- Design life loading (wind, seismic, etc.)
- Description of frequency and duration of scheduled maintenance
- Provide any information that could impact the cost, construction schedule or output capability of the project
- Proposals shall demonstrate a proven, comprehensive data acquisition system with current and historical data available remotely through a real-time internet site capable of tracking, but not be limited, to the following:
 - Site-specific actual kWh production (average and cumulative totals)
 - Site-specific instantaneous maximum kWh production
 - Actual meteorological data
 - Solar irradiance
 - Ambient and module temperature
 - Capacity factor
 - Degradation
- Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed safety and interconnection standards. All equipment components must be listed or recognized by an appropriate safety laboratory (e.g., Underwriter's Laboratory [UL]), and meet existing facility structural and fire safety requirements.
- Proposals shall provide evidence that the proposed technology and equipment would meet or exceed all currently applicable and proposed environmental standards.
- Proposals shall provide evidence that the proposed technology and equipment are designed for normal operation in the Minnesota climate.

- Proposals shall provide evidence that the proposed technology does not incorporate proprietary components and that the system design allows for multiple sources of supply and/or repair.

XII. OPERATIONS AND MAINTENANCE

Provide a detailed Operation and Maintenance (O&M) plan, including staffing, budget, management and control over any facility, authority over the O&M budget, and guarantees on O&M costs for the entirety of the lease term(s).

Provide a description of the basic philosophy for performing O&M and include a discussion of contracting for outside services, if applicable. The successful respondent shall provide five (5) copies of the complete O&M manuals for all components of the system to the CITY upon system commissioning. The O&M manuals should include, but not be limited to, all information required for operation, including equipment specification, maintenance schedules, suppliers information, warranty information, etc.

XIII. PROJECT SCHEDULE

All proposals must include a project schedule that includes the following milestones:

- Permitting begins
- Final design plans complete
- Final Contract and Agreements executed
- Equipment ordered
- Construction begins
- Electrical generation begins

XIV. CONTRACT REQUIREMENTS

The work will be performed as a Guaranteed Energy Saving Contract as defined by Minn. Stat. §471.345, Subd. 136 and follow all requirements as outlined in the statutes.

- The CITY will require liability insurance listing the CITY as an additional insured in the amount of \$1,500,000/occurrence, \$2,000,000 aggregate for commercial general provided by an insurance company rated A-vii or better by A. M. Best Company Inc.
- The CITY will require a performance bond to guarantee the faithful performance of the Contract and payment obligations arising as a result of doing the work identified by the Contract.

XV. SELECTION COMMITTEE

The CITY has established a Selection Committee, made up of CITY staff to evaluate provider proposals. The evaluation of each proposal will be based on technical criteria and qualifications, reference checks, and other information which will be gathered independently.

XVI. CITY RESPONSIBILITY

The CITY will be responsible for the following:

- Providing all available existing plans and records.
- Coordinating access to the site for provider review prior to submittal of proposal.

XVII. PROVIDER SELECTION CRITERIA

The CITY, based on the requirements of this RFP, has designated the following items as selection criteria for the successful provider. There will also be an interview of those short listed, for consideration for the project.

- A. Proposal Completeness: The measure for which the provider has provided all the requested information in a clear non ambiguous way to the CITY as requested in this RFP.
- B. Installation cost/energy savings to the CITY: Cost information provided by the provider detailing the cost to the owner and potential savings over a twenty-five (25) year period.
- C. Financial Strength and Stability: Provide information indicating the provider financial strength in terms of capital and liquid assets sufficient to successfully complete the projects listed in this RFP; and the stability of the provider in terms of length of service, professional capabilities, construction experience and capabilities over time.
- D. Photovoltaic engineering, project and construction experience, including a minimum of five successful photovoltaic projects within the scope of this RFP.
- E. Photovoltaic safety record: Specific example of professional safety track records including any OSHA major safety violations.
- F. Project engineering analysis: Information provided by the provider detailing the estimated KWh generated by the proposed photovoltaic systems in this RFP; including all necessary assumptions for example sunlight availability, dark time, maintenance down time, MTBF (mean time between failures), efficiency of the systems proposed, efficiency losses, net metering, etc.
- G. Power purchase experience: Provide actual experience in photovoltaic systems in which the provider explains how many projects it has completed and the track record of these projects.
- H. Photovoltaic performance monitoring: The provider capabilities of monitoring photovoltaic generating systems, for example, how many systems does the provider monitor in centralized stations, etc.
- I. Provider customer service, maintenance capabilities: The ability of the provider to respond quickly, efficiently and cost effectively to service calls so the photovoltaic systems are operating at optimum output.

XVIII. RIGHT TO REJECT PROPOSALS

Bid proposals shall remain valid for sixty (60) days after opening of the proposals.

The CITY reserves the right to reject any or all proposals submitted and no representation made herein that any contract will be awarded pursuant to this RFP or otherwise.

All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to award of a written contract will be borne by the provider.

The CITY will provide only the staff assistance and documentation specifically referred to herein and will not be responsible for any other cost or obligation of any kind which may be incurred by the respondent. All proposals submitted become the property of the CITY.

XIX. RFP EXHIBITS

- ATTACHMENT A: General Site Information and Guidance for Energy Generation Calculation
- ATTACHMENT B: Twenty-four (24) Months of Utility Bills, hourly electrical consumption data
- ATTACHMENT C: Sample Solar Power Purchase Agreement
- ATTACHMENT D: Responsible Contractor Verification and Certification of Compliance

Attachment A

Third Party Solar Request for Proposal

Title Page

Building Information

City of Woodbury
HealthEast Sports Center



Site Contacts

Bob Klatt
City of Woodbury
Park and Recreation Director
bob.klatt@woodburymn.gov
(651) 714-3580

Table of Contents

Title Page.....	3
Table of Contents.....	4
General Site Information.....	5
Site Utility Use.....	7
PVWatts Inputs.....	10
Energy Generation Estimates	14

This document includes general site information and further detail regarding expectations for the solar generation calculations

General Site Information

The HealthEast Sports Center is a public sports complex featuring two ice arenas and a field house. The field house roof is not conducive to a solar installation due to the curve of the roof and the roofing materials. Thus, the project available roof area will be limited to the West Rink and East Rink shown in Figure 1 below.

The facility is located in Woodbury, MN,

Facility address:
4125 Radio Drive
Woodbury, MN 55129

The ice rinks are typically open from 6 a.m. to 11:45 p.m., seven days per week. This occupancy schedule, coupled with continuous maintenance needs of the ice sheets, means that the facility electric demand schedule is expected to remain relatively steady throughout the week.

The roof areas for the two rinks are estimated at 30,500 sf for the West Rink and 25,000 sf for the East Rink.

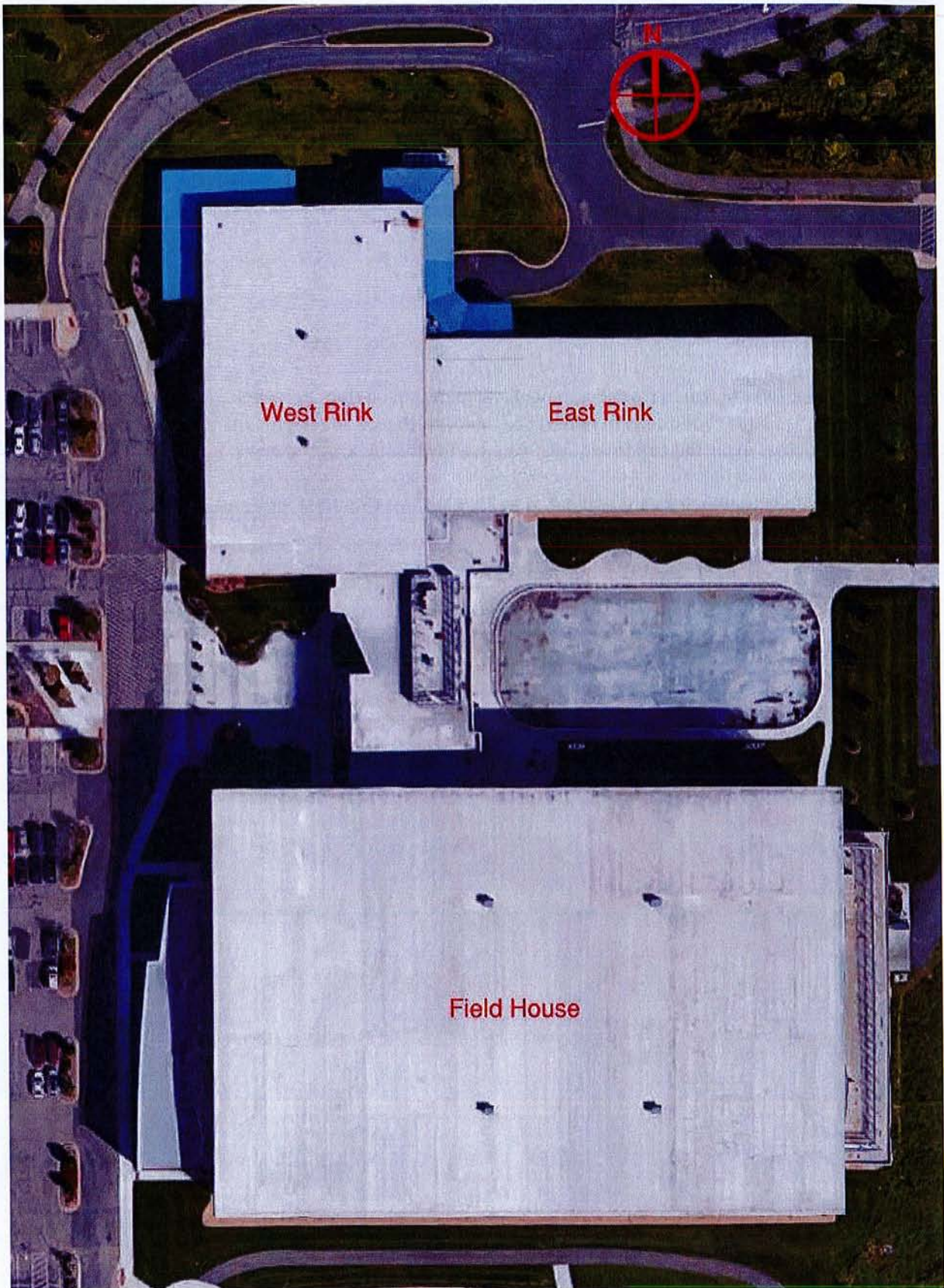


Figure 1: Site View

Third Party Solar RFP
HealthEast Sports Center
Woodbury, MN

Site Utility Use

The City of Woodbury provided monthly electric utility data for the HealthEast Sports Center excluding utility usage by the Field House. The electric utility data are provided in Table 1 and charted in Figure 2 and Figure 3 below.

Table 1: Monthly Electric Utility Data

Month	Year	Start Date	End Date	Consumption		Demand		Total \$	\$ Per Unit
				kWh	Cost	kW	Cost		
NOV	2015	11/5/2015	12/8/2015	165,920	9,412.79	346	\$3,446.16	\$13,333	\$0.080
DEC	2015	12/8/2015	1/11/2016	172,000	9,722.66	339	\$3,376.44	\$13,748	\$0.080
JAN	2016	1/11/2016	2/9/2016	144,480	8,569.20	341	\$3,396.36	\$13,069	\$0.090
FEB	2016	2/9/2016	3/11/2016	137,920	7,828.12	323	\$3,217.08	\$12,183	\$0.088
MAR	2016	3/11/2016	4/8/2016	115,360	6,336.06	320	\$3,187.20	\$10,641	\$0.092
APR	2016	4/8/2016	5/9/2016	117,120	6,602.66	285	\$2,838.80	\$10,509	\$0.090
MAY	2016	5/9/2016	6/8/2016	116,160	6,615.31	296	\$3,272.57	\$10,994	\$0.095
JUN	2016	6/8/2016	7/10/2016	134,240	7,429.26	294	\$4,136.58	\$12,692	\$0.095
JUL	2016	7/10/2016	8/8/2016	134,400	7,360.43	296	\$4,164.72	\$12,488	\$0.093
AUG	2016	8/8/2016	9/7/2016	139,200	7,743.51	310	\$4,361.70	\$12,877	\$0.093
SEP	2016	9/7/2016	10/6/2016	132,640	7,430.13	301	\$3,979.10	\$12,431	\$0.094
OCT	2016	10/6/2016	11/6/2016	149,120	8,450.15	326	\$3,246.96	\$12,883	\$0.086
NOV	2016	11/6/2016	12/7/2016	152,000	8724.11	339	\$3376.44	\$13,362	0.088

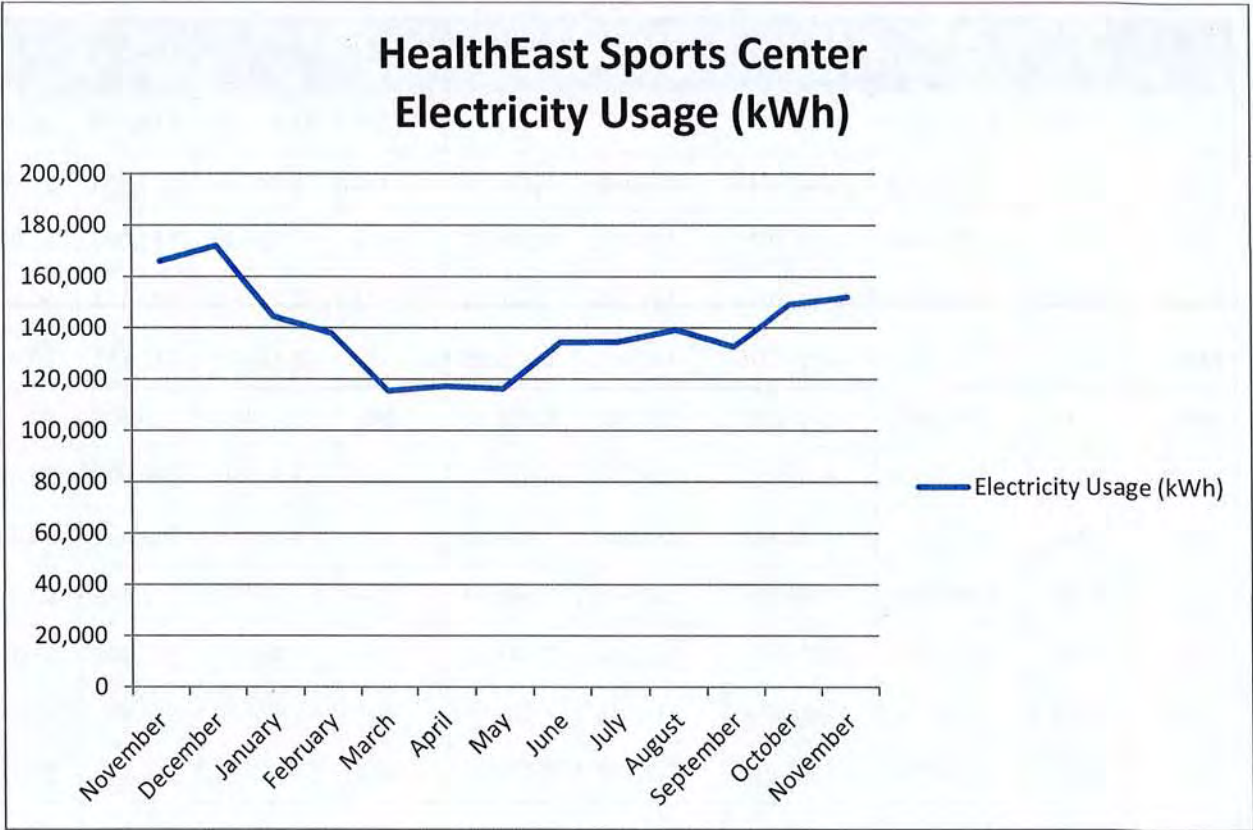


Figure 2: Site Monthly Electricity Usage

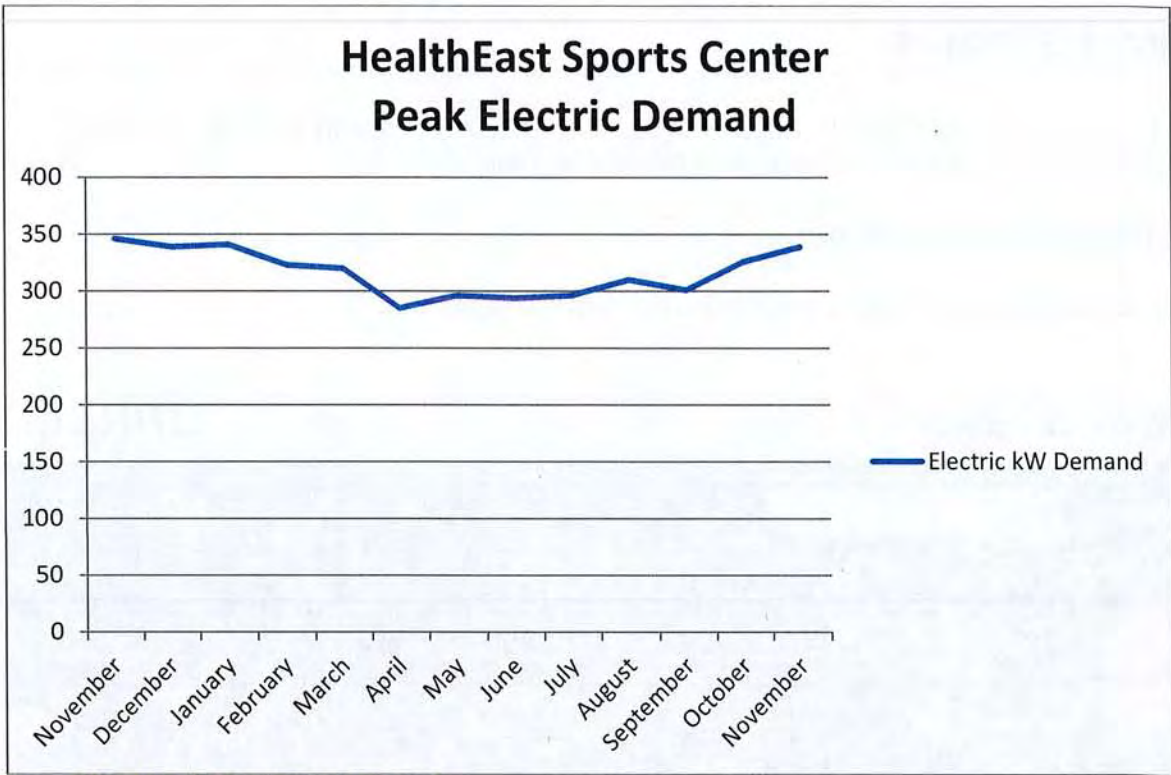


Figure 3: Site Monthly Peak Electric Demand

PVWatts Inputs

PVWatts is an online calculator for solar generation estimates. Provide energy generation estimates calculated with PVWatts with the proposal. PVWatts is available at:

<http://pvwatts.nrel.gov/pvwatts.php>

Use the following inputs or provide justification for alternate inputs.



Figure 4:PVWatts Opening Screen

My Location

55129

» Change Location

HELP

FEEDBACK

ALL NREL SOLAR TOOLS

RESOURCE DATA SYSTEM INFO RESULTS

SOLAR RESOURCE DATA

The recommended weather data source is initially listed below. This is usually a good choice for your location, but you can optionally change the weather data using the map below.

Selected weather data for your location

(TMY3) MINNEAPOLIS-ST PAUL INT'L ARP, MN

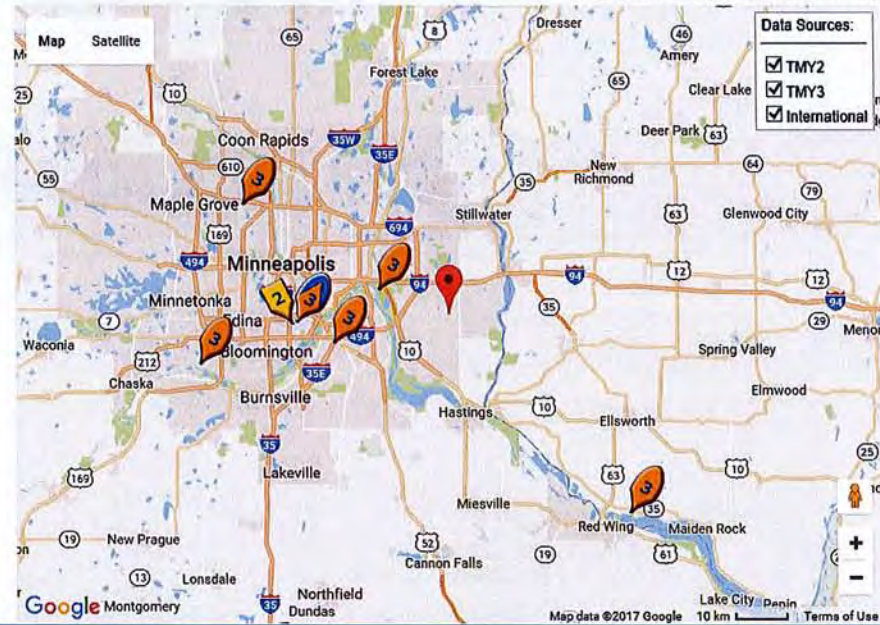
17 mi

Go to system info

Optionally, Select Different Weather Data

Currently, PVWatts® defaults to the closest TMY2 weather file (or international file). This will be the standard for the foreseeable future. We also offer the TMY3 locations and a 10 km gridded data set from SolarAnywhere®. We will not be including the older 40 km gridded data from PVWatts Version 2 as the other datasets are superior. The selected weather source pin is wrapped with a blue background. Click a different pin to select that source. If you enable SolarAnywhere® data for the continental US, then double-click anywhere on the map to select that grid cell (it must be enabled for each location). Refer to Help for more detailed information.

Enable SolarAnywhere® Gridded Data



NREL is a national laboratory of the U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy, operated by the Alliance for Sustainable Energy, LLC.

PVWatts® is a registered trademark by Alliance for Sustainable Energy, LLC in Golden, CO, 80401.

Need Help? | Security & Privacy | Disclaimer | NREL Home

Figure 5: PVWatts Weather Data File Selection

Calculate System Losses Breakdown

Modify the parameters below to change the overall System Losses percentage for your system.

Soiling (%):	<input type="text" value="2"/>	i
Shading (%):	<input type="text" value="3"/>	i
Snow (%):	<input type="text" value="10"/>	i
Mismatch (%):	<input type="text" value="0"/>	i
Wiring (%):	<input type="text" value="2"/>	i
Connections (%):	<input type="text" value="0.5"/>	i
Light-Induced Degradation (%):	<input type="text" value="1.5"/>	i
Nameplate Rating (%):	<input type="text" value="1"/>	i
Age (%):	<input type="text" value="0"/>	i
Availability (%):	<input type="text" value="3"/>	i

Estimated System Losses:

21.09%

Shading

Reduction in the incident solar radiation from shadows caused by objects near the array such as buildings or trees, or by self-shading for fixed arrays or arrays with two-axis tracking. PVWatts® calculates self-shading losses for one-axis trackers, so you should not use the shading loss to account for self-shading with the one-axis trac...

[Click for more information](#)

HELP

RESET

CANCEL

SAVE

My Location 55129
Change Location

HELP FEEDBACK

ALL NREL SOLAR TOOLS

RESOURCE DATA SYSTEM INFO RESULTS

SYSTEM INFO

Modify the inputs below to run the simulation.

Adjust these inputs to match capacity, tilt, and orientation of proposed design

RESTORE DEFAULTS

DC System Size (kW):

Module Type:

Array Type:

System Losses (%):

Tilt (deg):

Azimuth (deg):

Draw Your System

Click below to customize your system on a map. (optional)



Go to PVWatts® results

Advanced Parameters

DC to AC Size Ratio:

Inverter Efficiency (%):

Ground Coverage Ratio:

INITIAL ECONOMICS

Modify the inputs below to provide an initial rough estimate of the cost of energy produced by the system. The system will produce the cost of energy produced by the system using this amount. Note that complex utility rates and third-party financing can significantly change these values

System Type:

Average Cost of Electricity Purchased from Utility (\$/kWh):

NREL is a national laboratory of the U.S. Department of Energy, Office of Energy Efficiency and Renewable Energy, operated by the Alliance for Sustainable Energy, LLC.

PVWatts® is a registered trademark by Alliance for Sustainable Energy, LLC in Golden, CO, 80401.

Need Help? | Security & Privacy | Disclaimer | NREL Home

In order to get an estimated system size in DC, multiply your maximum monthly kw demand from Figure 3 (which is in AC) by 1.3.

Energy Generation Estimates

For each array, provide monthly anticipated kWh generation as shown in Figure 6.

In addition, review the hourly outputs to provide the maximum annual hourly generation (peak kW).

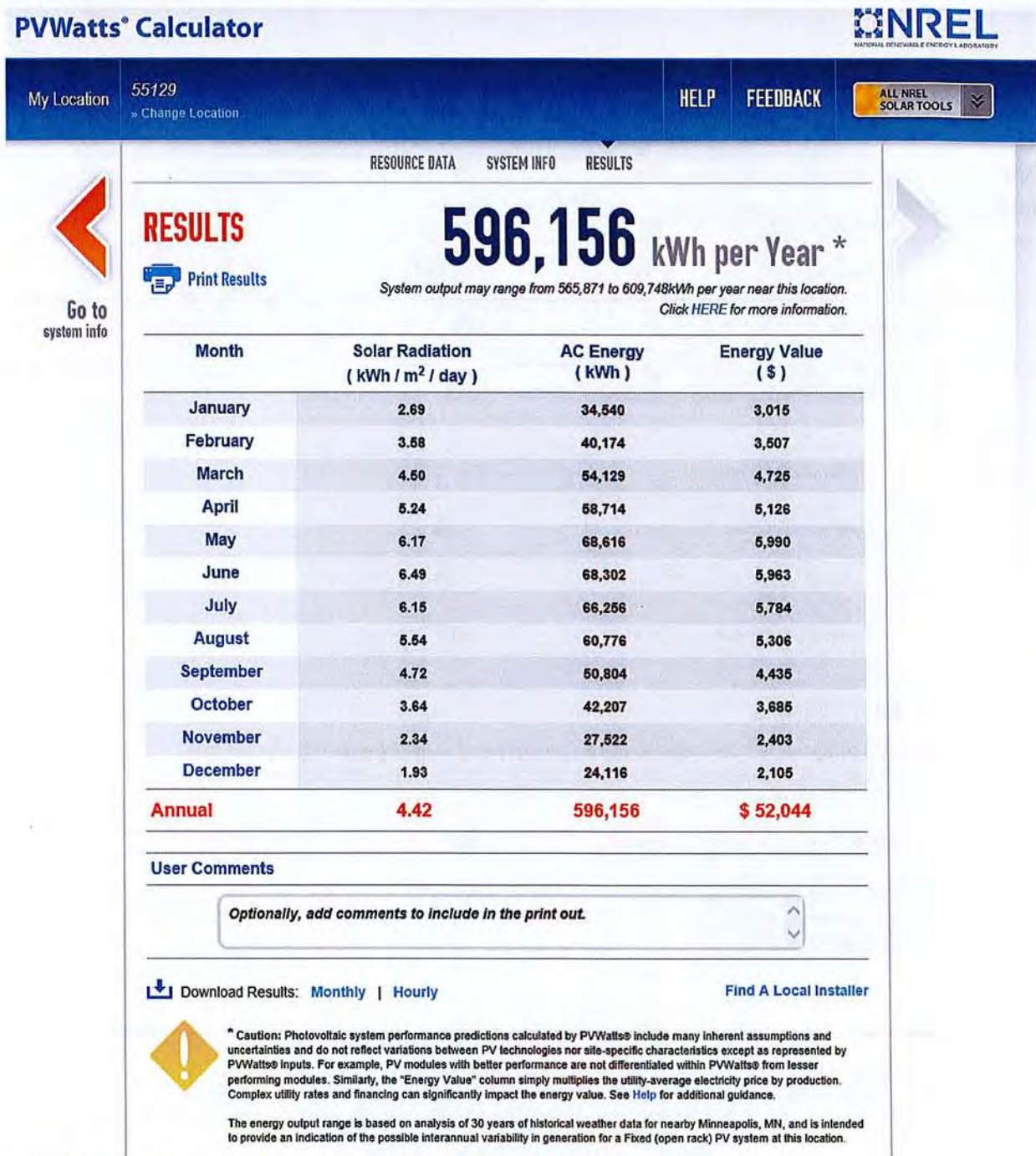


Figure 6: Generation Estimate for 500kW South Facing Array with 20 Degree Tilt

Location and Station Identification

Requested Location	55129
Weather Data Source	(TMY3) MINNEAPOLIS-ST PAUL INTL ARP, MN 17 mi
Latitude	44.88° N
Longitude	93.23° W

PV System Specifications (Commercial)

DC System Size	500 kW
Module Type	Standard
Array Type	Fixed (open rack)
Array Tilt	20°
Array Azimuth	180°
System Losses	21.09%
Inverter Efficiency	96%
DC to AC Size Ratio	1.1

Economics

Average Cost of Electricity Purchased from Utility	0.09 \$/kWh
--	-------------

Performance Metrics

Capacity Factor	13.6%
-----------------	-------

Figure 7: Input Summary for 500kW South Facing Array with 20 Degree Tilt

From the hourly output, the maximum hourly generation level in this example is **399.7 kW**

Attachment B
Electrical Information
24 Months of Utility Bills
Hourly Electrical Consumption Data

Rink Hourly KW 1-16 thru 1-19-17

1/16/2017 0:02	3	1/17/2017 11:02	1784	1/18/2017 22:02	4095
1/16/2017 1:02	176	1/17/2017 12:02	1949	1/18/2017 23:02	4269
1/16/2017 2:02	321	1/17/2017 13:02	2149	1/19/2017 0:02	4
1/16/2017 3:02	452	1/17/2017 14:02	2358	1/19/2017 1:02	151
1/16/2017 4:02	588	1/17/2017 15:02	2581	1/19/2017 2:02	271
1/16/2017 5:02	733	1/17/2017 16:02	2825	1/19/2017 3:02	393
1/16/2017 6:02	866	1/17/2017 17:02	3110	1/19/2017 4:02	523
1/16/2017 7:02	1029	1/17/2017 18:02	3421	1/19/2017 5:02	645
1/16/2017 8:02	1218	1/17/2017 19:02	3709	1/19/2017 6:02	763
1/16/2017 9:02	1397	1/17/2017 20:02	3947	1/19/2017 7:02	930
1/16/2017 10:02	1576	1/17/2017 21:02	4176	1/19/2017 8:02	1095
1/16/2017 11:02	1766	1/17/2017 22:02	4445	1/19/2017 9:02	1263
1/16/2017 12:02	1975	1/17/2017 23:02	4674	1/19/2017 10:02	1452
1/16/2017 13:02	2209	1/18/2017 0:02	4	1/19/2017 11:02	1652
1/16/2017 14:02	2440	1/18/2017 1:02	164	1/19/2017 12:02	1833
1/16/2017 15:02	2678	1/18/2017 2:02	312	1/19/2017 13:02	2033
1/16/2017 16:02	2924	1/18/2017 3:02	455	1/19/2017 14:02	2224
1/16/2017 17:02	3151	1/18/2017 4:02	596	1/19/2017 15:02	2424
1/16/2017 18:02	3395	1/18/2017 5:02	722	1/19/2017 16:02	2629
1/16/2017 19:02	3633	1/18/2017 6:02	859	1/19/2017 17:02	2839
1/16/2017 20:02	3889	1/18/2017 7:02	1023	1/19/2017 18:02	3059
1/16/2017 21:02	4131	1/18/2017 8:02	1204	1/19/2017 19:02	3311
1/16/2017 22:02	4370	1/18/2017 9:02	1386	1/19/2017 20:02	3547
1/16/2017 23:02	8	1/18/2017 10:02	1579	1/19/2017 21:02	3781
1/17/2017 0:02	4	1/18/2017 11:02	1775	1/19/2017 22:02	4023
1/17/2017 1:02	181	1/18/2017 12:02	1982	1/19/2017 23:02	4234
1/17/2017 2:02	353	1/18/2017 13:02	2172		
1/17/2017 3:02	495	1/18/2017 14:02	2374		
1/17/2017 4:02	633	1/18/2017 15:02	2595		
1/17/2017 5:02	769	1/18/2017 16:02	2800		
1/17/2017 6:02	901	1/18/2017 17:02	3005		
1/17/2017 7:02	1070	1/18/2017 18:02	3211		
1/17/2017 8:02	1245	1/18/2017 19:02	3427		
1/17/2017 9:02	1433	1/18/2017 20:02	3653		
1/17/2017 10:02	1610	1/18/2017 21:02	3864		

Rink Hourly KW 6-12 thru 6-15-17

6/12/2017 0:07	9	6/13/2017 5:07	845	6/14/2017 16:07	3257
6/12/2017 1:07	179	6/13/2017 6:07	990	6/14/2017 17:07	3485
6/12/2017 2:07	340	6/13/2017 7:07	1164	6/14/2017 18:07	3718
6/12/2017 3:07	482	6/13/2017 8:07	1350	6/14/2017 19:07	3943
6/12/2017 4:07	639	6/13/2017 9:07	1534	6/14/2017 20:07	4171
6/12/2017 5:07	799	6/13/2017 10:07	1751	6/14/2017 21:07	4384
6/12/2017 6:07	957	6/13/2017 11:07	1972	6/14/2017 22:07	4591
6/12/2017 7:07	1154	6/13/2017 12:07	2191	6/14/2017 23:07	23
6/12/2017 8:07	1374	6/13/2017 13:07	2433	6/15/2017 0:07	11
6/12/2017 9:07	1579	6/13/2017 14:07	2667	6/15/2017 1:07	191
6/12/2017 10:07	1801	6/13/2017 15:07	2903	6/15/2017 2:07	340
6/12/2017 11:07	2029	6/13/2017 16:07	3141	6/15/2017 3:07	481
6/12/2017 12:07	2245	6/13/2017 17:07	3385	6/15/2017 4:07	622
6/12/2017 13:07	2457	6/13/2017 18:07	3624	6/15/2017 5:07	761
6/12/2017 14:07	2659	6/13/2017 19:07	3848	6/15/2017 6:07	909
6/12/2017 15:07	2822	6/13/2017 20:07	4070	6/15/2017 7:07	1059
6/12/2017 16:07	3021	6/13/2017 21:07	4283	6/15/2017 8:07	1223
6/12/2017 17:07	3202	6/13/2017 22:07	4493	6/15/2017 9:07	1409
6/12/2017 18:07	3381	6/13/2017 23:07	4724	6/15/2017 10:07	1603
6/12/2017 19:07	3567	6/14/2017 0:07	16	6/15/2017 11:07	1820
6/12/2017 20:07	3775	6/14/2017 1:07	228	6/15/2017 12:07	2045
6/12/2017 21:07	3984	6/14/2017 2:07	410	6/15/2017 13:07	2275
6/12/2017 22:07	4195	6/14/2017 3:07	574	6/15/2017 14:07	2489
6/12/2017 23:07	4399	6/14/2017 4:07	730	6/15/2017 15:07	2705
6/13/2017 0:07	16	6/14/2017 5:07	882	6/15/2017 16:07	2927
6/13/2017 1:07	215	6/14/2017 6:07	1040	6/15/2017 17:07	3140
6/13/2017 2:07	376	6/14/2017 7:07	1203	6/15/2017 18:07	3359
6/13/2017 3:07	530	6/14/2017 8:07	1390	6/15/2017 19:07	3585
6/13/2017 4:07	698	6/14/2017 9:07	1598	6/15/2017 20:07	3815
		6/14/2017 10:07	1835	6/15/2017 21:07	4027
		6/14/2017 11:07	2075	6/15/2017 22:07	4244
		6/14/2017 12:07	2319	6/15/2017 23:07	4461
		6/14/2017 13:07	2552		
		6/14/2017 14:07	2797		
		6/14/2017 15:07	3034		



For Solar Proposal

MAILING ADDRESS WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	ACCOUNT NUMBER 51-4432226-1		DATE 02/13/2015
	STATEMENT NUMBER 442313170	STATEMENT DATE 01/19/2015	AMOUNT \$16,293.91

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 02/11/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0554719549

Total for year
\$151,168

METER READING INFORMATION				
METER 17091058 - Multiplier x 160		Read Dates: 12/08/14 - 01/11/15 (34 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	3417 Actual	2337 Actual	1080	172800 kWh
Reactive Energy	825 Actual	543 Actual	282	45120 kVArh
Interval Usage				
Total Energy	172791 Actual	Actual	172791	172791 kWh
Reactive Energy	45124 Actual	Actual	45124	45124 kVArh
Firm Demand	Actual			300 kW
Interrupt Demand	Actual			32 kW
Demand	Actual			332 kW
Billable Demand				332 kW
Power Factor Demand	96.76%			

ELECTRICITY CHARGES

RATE: Peak Controlled Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	172791 kWh	\$0.029810	\$5,150.90
Fuel Cost Charge	172791 kWh	\$0.027818	\$4,806.69
Energy Chg Crd	22395 kWh	-\$0.012000	-\$268.74 CR
Firm Demand Winter	300 kW	\$8.980000	\$2,694.00
Controllable Demnd	32 kW	\$7.170000	\$229.44
Affordability Chrg			\$2.68
Resource Adjustment			\$523.85
Interim Rate Adj			\$519.59
Total			\$13,713.41

52923.44

Predetermined Demand Level 300

Premises Total \$13,713.41

DAILY AVERAGES	Last Year	This Year
Temperature	10° F	21° F
Electricity kWh	6515.8	5082.1
Electricity Cost	\$573.19	\$403.34

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 10% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 82% of your total bill refers to power plant costs, 10% to high voltage lines, and 8% to the cost of local wires connected to your business.



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	03/16/2015	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	446009777	02/18/2015	\$17,300.33

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 03/13/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0558871444

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 01/11/15 - 02/09/15 (29 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	4485 Actual	3417 Actual	1068	170880 kWh
Reactive Energy	1162 Actual	825 Actual	337	53920 kVArh
Interval Usage				
Total Energy	170857 Actual	Actual	170857	170857 kWh
Reactive Energy	53925 Actual	Actual	53925	53925 kVArh
Firm Demand	Actual			300 kW
Interrupt Demand	Actual			94 kW
Demand	Actual			394 kW
Billable Demand				394 kW
Power Factor Demand	95.36%			

ELECTRICITY CHARGES RATE: Peak Controlled Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	170857 kWh	\$0.029810	\$5,093.25
Fuel Cost Charge	170857 kWh	\$0.029077	\$4,968.05
Energy Chg Crd	18379 kWh	-\$0.012000	-\$220.55 CR
Firm Demand Winter	300 kW	\$8.980000	\$2,694.00
Controllable Demnd	94 kW	\$7.170000	\$673.98
Affordability Chrg			\$2.68
Resource Adjustment			\$315.78
Interim Rate Adj			\$548.34
Total			\$14,130.53

Predetermined Demand Level 300

Premises Total **\$14,130.53**

DAILY AVERAGES	Last Year	This Year
Temperature	9° F	24° F
Electricity kWh	6621.8	5891.6
Electricity Cost	\$664.85	\$487.26

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 10% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 82% of your total bill refers to power plant costs, 10% to high voltage lines, and 8% to the cost of local wires connected to your business.



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	04/13/2015	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	449503734	03/18/2015	\$33,359.20

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 04/13/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0562892763

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 02/09/15 - 03/11/15 (30 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	5511 Actual	4485 Actual	1026	164160 kWh
Reactive Energy	1461 Actual	1162 Actual	299	47840 kVArh
Interval Usage				
Total Energy	164133 Actual	Actual	164133	164133 kWh
Reactive Energy	47919 Actual	Actual	47919	47919 kVArh
Firm Demand	Actual			300 kW
Interrupt Demand	Actual			77 kW
Demand	Actual			377 kW
Billable Demand				377 kW
Power Factor Demand	95.99%			

ELECTRICITY CHARGES RATE: Peak Controlled Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	164133 kWh	\$0.029810	\$4,892.80
Cost Charge	164133 kWh	\$0.025853	\$4,243.28
Energy Chg Crd	13333 kWh	-\$0.012000	-\$160.00 CR
Firm Demand Winter	300 kW	\$8.980000	\$2,694.00
Controllable Demnd	77 kW	\$7.170000	\$552.09
Affordability Chrg			\$2.68
Resource Adjustment			\$302.88
Interim Rate Adj			\$531.03
Total			\$13,113.76

predetermined Demand Level 300

Premises Total **\$13,113.76**

DAILY AVERAGES	Last Year	This Year
Temperature	15° F	16° F
Electricity kWh	6473.2	5471.1
Electricity Cost	\$559.43	\$437.13

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 10% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 82% of your total bill refers to power plant costs, 10% to high voltage lines, and 8% to the cost of local wires connected to your business.

	2014	
12/18-1/11	Jan	12,700 ← 10,500
1/11-2/9	Feb	14,120 ← 15,200
2/9-3/11	March	13,100 ← 12,500
3/11-	April	10,000 14,500
	May	8,000 11,200
	June	13,000 10,900
	July	14,000 12,400
	Aug	10,000 11,700
	Sept	17,000 17,400
	Oct	10,000 10,800
	Nov	12,000 10,400
	Dec	13,000 13,500
		130,000 100,500

053246 2/3





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	05/13/2015	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	453378002	04/17/2015	\$43,102.31

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 05/12/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0567233537

METER READING INFORMATION				
METER 17091058 - Multiplier x 160		Read Dates: 03/11/15 - 04/12/15 (32 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	6484 Actual	5511 Actual	973	155680 kWh
Reactive Energy	1730 Actual	1461 Actual	269	43040 kVAh
Interval Usage				
Total Energy	155656 Actual	Actual	155656	155656 kWh
Reactive Energy	43023 Actual	Actual	43023	43023 kVAh
Firm Demand	Actual			300 kW
Interrupt Demand	Actual			28 kW
Demand	Actual			328 kW
Billable Demand				328 kW
Power Factor Demand	96.39%			

ELECTRICITY CHARGES RATE: Peak Controlled Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	155656 kWh	\$0.029810	\$4,640.11
Energy Cost Charge	155656 kWh	\$0.025976	\$4,043.36
Energy Chg Crd	15600 kWh	-\$0.012000	-\$187.20 CR
Firm Demand Winter	300 kW	\$8.980000	\$2,694.00
Controllable Demnd	28 kW	\$7.170000	\$200.76
Affordability Chrg			\$2.68
Resource Adjustment			\$277.75
Interim Rate Adj			\$489.32
Total			\$12,215.78

✓
done
KB

edetermined Demand Level 300

Premises Total \$12,215.78

DAILY AVERAGES	Last Year	This Year
Temperature	35° F	43° F
Electricity kWh	5859.1	4864.3
Electricity Cost	\$500.77	\$381.74

FORMATION ABOUT YOUR BILL

r an average non-demand customer, 72% of your bill refers to power plant costs, % to high voltage line costs, and 18% to the cost of local wires connected to your iness. For an average demand-billed customer, 82% of your total bill refers to wer plant costs, 10% to high voltage lines, and 8% to the cost of local wires nected to your business.

001990 2/3





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	06/15/2015	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	457248555	05/19/2015	\$20,953.18

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 06/11/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0571554205

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 04/12/15 - 05/10/15 (28 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	7161 Actual	6484 Actual	677	108320 kWh
Reactive Energy	1860 Actual	1730 Actual	130	20800 kVArh
Interval Usage				
Total Energy	108373 Actual	Actual	108373	108373 kWh
Reactive Energy	20729 Actual	Actual	20729	20729 kVArh
Firm Demand	Actual			282 kW
Interrupt Demand	Actual			0 kW
Demand	Actual			282 kW
Billable Demand				282 kW
Power Factor Demand	98.22%			

ELECTRICITY CHARGES

RATE: Peak Controlled Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	108373 kWh	\$0.029810	\$3,230.60
Fuel Cost Charge	108373 kWh	\$0.029066	\$3,150.02
Energy Chg Crd	3187 kWh	-\$0.012000	-\$38.24 CR
Firm Demand Winter	282 kW	\$8.980000	\$2,532.36
Controllable Demnd	0 kW	\$7.170000	\$0.00
Affordability Chrg			\$2.68
Resource Adjustment			\$210.59
Interim Rate Adj			\$382.04
Total			\$9,525.05

edetermined Demand Level 300

Premises Total \$9,525.05

DAILY AVERAGES	Last Year	This Year
Temperature	49° F	55° F
Electricity kWh	4338.8	3870.5
Electricity Cost	\$663.27	\$340.18

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 19% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 82% of your total bill refers to power plant costs, 10% to high voltage lines, and 8% to the cost of local wires connected to your business.



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	07/14/2015	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	460798079	06/17/2015	\$20,893.64

ICE ADDRESS: BSC/ICE ARENA LO
 4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 07/13/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0575523141

METER READING INFORMATION

METER 17091058 - Multiplier x 160

Read Dates: 05/10/15 - 06/09/15 (30 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	7925 Actual	7161 Actual	764	122240 kWh
Reactive Energy	2031 Actual	1860 Actual	171	27360 kVArh
Interval Usage				
Total Energy	122203 Actual	Actual	122203	122203 kWh
Reactive Energy	27460 Actual	Actual	27460	27460 kVArh
Firm Demand	Actual			296 kW
Interrupt Demand	Actual			0 kW
Demand	Actual			296 kW
Billable Demand				296 kW
Power Factor Demand	97.57%			

ELECTRICITY CHARGES

RATE: Peak Controlled Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	122203 kWh	\$0.029810	\$3,642.87
Energy Cost Charge	122203 kWh	\$0.028190	\$3,444.90
Energy Chg Crd	3803 kWh	-\$0.012000	-\$45.64 CR
Firm Demand Summer	88.80 kW	\$12.860000	\$1,141.97
Firm Demand Winter	207.20 kW	\$8.980000	\$1,860.66
Controllable Demnd	0 kW	\$7.170000	\$0.00
Affordability Chrg			\$2.68
Resource Adjustment			\$230.42
Interim Rate Adj			\$439.88
Total			\$10,772.74

? 3002.62

determined Demand Level 300

Premises Total

\$10,772.74

DAILY AVERAGES	Last Year	This Year
Temperature	64° F	61° F
Electricity kWh	3699.4	4073.4
Electricity Cost	\$330.46	\$350.00

FORMATION ABOUT YOUR BILL

For an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.

048612 2/4



MAILING ADDRESS		ACCOUNT NUMBER	DUE DATE
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794		51-4432226-1	08/12/2015
STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE	
464521230	07/17/2015	\$24,350.33	

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 08/11/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0579723340

METER READING INFORMATION				
METER 17091058 - Multiplier x 160		Read Dates: 06/09/15 - 07/09/15 (30 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	8820 Actual	7925 Actual	895	143200 kWh
Reactive Energy	2273 Actual	2031 Actual	242	38720 kVAh
Interval Usage				
Total Energy	143270 Actual	Actual	143270	143270 kWh
Reactive Energy	38642 Actual	Actual	38642	38642 kVAh
Firm Demand	Actual			300 kW
Interrupt Demand	Actual			20 kW
Demand	Actual			320 kW
Billable Demand				320 kW
Power Factor Demand	96.55%			

ELECTRICITY CHARGES RATE: Peak Controlled Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	143270 kWh	\$0.029810	\$4,270.88
Fuel Cost Charge	143270 kWh	\$0.028041	\$4,017.43
Energy Chg Crd	15270 kWh	-\$0.012000	-\$183.24 CR
Firm Demand Summer	300 kW	\$12.860000	\$3,858.00
Controllable Demnd	20 kW	\$7.170000	\$143.40
Affordability Chrg			\$2.68
Resource Adjustment			\$261.91
Interim Rate Adj			\$538.33
Total			\$12,964.39

Predetermined Demand Level 300

Premises Total \$12,964.39

DAILY AVERAGES	Last Year	This Year
Temperature	72° F	70° F
Electricity kWh	4251.4	4775.7
Electricity Cost	\$426.75	\$432.15

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	09/15/2015	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	468602619	08/19/2015	\$26,782.59

SERVICE ADDRESS: BSC/ICE ARENA LO
 4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 09/10/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0584272541

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 07/09/15 - 08/09/15 (31 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	9818 Actual	8820 Actual	998	159680 kWh
Reactive Energy	2548 Actual	2273 Actual	275	44000 kVArh
Interval Usage				
Total Energy	159698 Actual	Actual	159698	159698 kWh
Reactive Energy	44087 Actual	Actual	44087	44087 kVArh
Firm Demand	Actual			300 kW
Interrupt Demand	Actual			34 kW
Demand	Actual			334 kW
Billable Demand				334 kW
Power Factor Demand	96.39%			

ELECTRICITY CHARGES RATE: Peak Controlled Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	159698 kWh	\$0.029810	\$4,760.60
Energy Cost Charge	159698 kWh	\$0.028108	\$4,488.80
Charge to Control	0 kWh	\$8.000000	\$0.00
Energy Chg Crd	21756 kWh	-\$0.012000	-\$261.07 CR
Firm Demand Summer	300 kW	\$12.860000	\$3,858.00
Controllable Demnd	34 kW	\$7.170000	\$243.78
Affordability Chrg			\$2.68
Resource Adjustment			\$339.48
Interim Rate Adj			\$572.18
Total			\$14,059.45

Peak Control Period 07/24/15 16:00
 Control Period 07/24/15 17:00

Determined Demand Level 300

Premises Total \$14,059.45

DAILY AVERAGES	Last Year	This Year
Temperature	74° F	75° F
Electricity kWh	4504.4	5151.5
Electricity Cost	\$417.73	\$453.53

INFORMATION ABOUT YOUR BILL

As an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your premises. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.

049590 2/4





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	10/13/2015	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	472123582	09/17/2015	\$24,000.46

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 10/09/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0588230373

METER READING INFORMATION
METER 17091058 - Multiplier x 160 Read Dates: 08/09/15 - 09/08/15 (30 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	10778 Actual	9818 Actual	960	153600 kWh
Reactive	2823 Actual	2548 Actual	275	44000 kVArh
Interval Usage				
Total Energy	153639 Actual	Actual	153639	153639 kWh
Reactive Energy	43858 Actual	Actual	43858	43858 kVArh
Firm Demand	Actual			300 kW
Interrupt Demand	Actual			29 kW
Demand	Actual			329 kW
Billable Demand				329 kW
Power Factor Demand	96.16%			

ELECTRICITY CHARGES **RATE: Peak Controlled Service**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	153639 kWh	\$0.029810	\$4,579.98
Cost Charge	153639 kWh	\$0.024682	\$3,792.11
Energy Chg Crd	22039 kWh	-\$0.012000	-\$264.47 CR
Firm Demand Summer	300 kW	\$12.860000	\$3,858.00
Controllable Demnd	29 kW	\$7.170000	\$207.93
Affordability Chrg			\$2.68
Resource Adjustment			\$468.30
Interim Rate Adj			\$557.65
Total			\$13,257.18

Determined Demand Level 300

Remises Total **\$13,257.18**

DAILY AVERAGES	Last Year	This Year
Temperature	73°F	71°F
Electricity kWh	4348.8	5121.3
Electricity Cost	\$387.06	\$441.91

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.

053453 2/4





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	11/13/2015	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	476005624	10/19/2015	\$21,801.29

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 11/09/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0592552436

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 09/08/15 - 10/07/15 (29 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	11669 Actual	10778 Actual	891	142560 kWh
Reactive	3069 Actual	2823 Actual	246	39360 kVArh
Interval Usage				
Total Energy	142553 Actual	Actual	142553	142553 kWh
Reactive Energy	39421 Actual	Actual	39421	39421 kVArh
Firm Demand	Actual			300 kW
Interrupt Demand	Actual			23 kW
Demand	Actual			323 kW
Billable Demand				323 kW
Power Factor Demand	96.38%			

ELECTRICITY CHARGES RATE: Peak Controlled Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$55.00
Energy Charge	142553 kWh	\$0.029810	\$4,249.50
Utility Cost Charge	142553 kWh	\$0.024886	\$3,547.51
Energy Chg Crd	17552 kWh	-\$0.012000	-\$210.62 CR
Firm Demand Summer	227.59 kW	\$12.860000	\$2,926.81
Firm Demand Winter	72.41 kW	\$8.980000	\$650.24
Controllable Demnd	23 kW	\$7.170000	\$164.91
Affordability Chrg			\$2.68
Resource Adjustment			\$479.53
Interim Rate Adj			\$517.95
Total			\$12,383.51

3791.92

redetermined Demand Level 300

Premises Total \$12,383.51

DAILY AVERAGES	Last Year	This Year
Temperature	59° F	62° F
Electricity kWh	4350.3	4915.6
Electricity Cost	\$566.79	\$127.02

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.

053847 2/3



MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794		51-4432226-1		01/15/2016
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		483054128	12/16/2015	\$28,407.67

CANCELED INVOICES

DESCRIPTION	DETAILS	CREDIT
Canceled Invoice Number	596930834	
Credit Invoice Period	10/07/15 - 11/05/15	
Credit Previous Billed Amount		- \$11,699.35 CR
Total		- \$11,699.35 CR

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 12/10/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0600616563

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 10/07/15 - 10/07/15 (0 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	11669 Actual	11669 Actual	0	0 kWh
Reactive	3069 Actual	3069 Actual	0	0 kVAh
Interval Usage				
Total Energy	0 Actual	Actual	0	0 kWh
Reactive Energy	0 Actual	Actual	0	0 kVAh
Firm Demand	Actual			0 kW
Interrupt Demand	Actual			0 kW
Billable Demand	Actual			0 kW

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 10/07/15 - 11/05/15 (29 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	12574 Actual	11669 Actual	905	144800 kWh
Reactive	3327 Actual	3069 Actual	258	41280 kVAh
Demand	Actual			316 kW
Billable Demand				316 kW
Power Factor Demand	96.17%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.71
Energy Charge	24965.52 kWh	\$0.032010	\$799.15
Energy Charge	119834.48 kWh	\$0.029810	\$3,572.27
Fuel Cost Charge	144800 kWh	\$0.025831	\$3,740.39
Energy Chg Crd	3793.52 kWh	-\$0.014000	-\$53.11 CR
Energy Chg Crd	18714.48 kWh	-\$0.012000	-\$224.57 CR
Demand Charge Winter	54.48 kW	\$9.960000	\$542.62
Demand Charge Winter	261.52 kW	\$8.980000	\$2,348.45
Affordability Chrg			\$2.68
Resource Adjustment			\$568.52
Interim Rate Adj			\$377.93
Total			\$11,700.04

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 01/13/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0600693483

1/10/2016

7/16/15



MAILING ADDRESS		ACCOUNT NUMBER		DUPLICATE DATE
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794		51-4432226-1		01/15/2016
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		483054128	12/16/2015	\$28,407.67

METER READING INFORMATION				
METER 17091058 - Multiplier x 160		Read Dates: 11/05/15 - 12/08/15 (33 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	13611 Actual	12574 Actual	1037	165920 kWh
Reactive	3618 Actual	3327 Actual	291	46560 kVArh
Demand	Actual			346.08 kW
Billable Demand				346 kW
Power Factor Demand	96.28%			

ELECTRICITY CHARGES		RATE: General Service	
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	165920 kWh	\$0.032010	\$5,311.10
Fuel Cost Charge	165920 kWh	\$0.024721	\$4,101.69
Energy Chg Crd	13680 kWh	-\$0.014000	-\$191.52 CR
Demand Charge Winter	346 kW	\$9.960000	\$3,446.16
Affordability Chrg			\$2.68
Resource Adjustment			\$636.86
Total			\$13,332.72
Premises Total			\$13,333.41

DAILY AVERAGES	Last Year	This Year
Temperature	29° F	38° F
Electricity kWh	4511.1	10021.0
Electricity Cost	\$781.95	\$807.47

INFORMATION ABOUT YOUR BILL

We found a billing error on your account. To correct our error, we canceled previous charges and rebilled your account to reflect the accurate amount owed. Be assured that all payments received before this corrected bill are properly credited to your account. We apologize for the inconvenience. Contact us at 1-800-481-4700 or at xcelenergy.com with questions or if you need to discuss payment arrangements.

For an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	01/15/2016	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	483054128	12/16/2015	\$28,407.67

CANCELED INVOICES

DESCRIPTION	DETAILS	CREDIT
Canceled Invoice Number	596930834	
Credit Invoice Period	10/07/15 - 11/05/15	
Credit Previous Billed Amount		- \$11,699.35 CR
Total		- \$11,699.35 CR

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 12/10/15

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0600616563

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 10/07/15 - 10/07/15 (0 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Measured Readings				
Total Energy	11669 Actual	11669 Actual	0	0 kWh
Reactive	3069 Actual	3069 Actual	0	0 kVArh
Interval Usage				
Total Energy	0 Actual	Actual	0	0 kWh
Reactive Energy	0 Actual	Actual	0	0 kVArh
Firm Demand	Actual			0 kW
Interrupt Demand	Actual			0 kW
Variable Demand	Actual			0 kW

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 10/07/15 - 11/05/15 (29 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	12574 Actual	11669 Actual	905	144800 kWh
Reactive	3327 Actual	3069 Actual	258	41280 kVArh
Demand	Actual			316 kW
Billable Demand				316 kW
Power Factor Demand	96.17%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.71
Energy Charge	24965.52 kWh	\$0.032010	\$799.15
Energy Charge	119834.48 kWh	\$0.029810	\$3,572.27
Fuel Cost Charge	144800 kWh	\$0.025831	\$3,740.39
Energy Chg Crd	3793.52 kWh	-\$0.014000	-\$53.11 CR
Energy Chg Crd	18714.48 kWh	-\$0.012000	-\$224.57 CR
Demand Charge Winter	54.48 kW	\$9.960000	\$542.62
Demand Charge Winter	261.52 kW	\$8.980000	\$2,348.45
Affordability Chrg			\$2.68
Resource Adjustment			\$568.52
Interim Rate Adj			\$377.93
Total			\$11,700.04

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 01/13/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0600693483

12



MAILING ADDRESS		ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794		51-4432226-1	01/15/2016	
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		483054128	12/16/2015	\$28,407.67

METER READING INFORMATION				
METER 17091058 - Multiplier x 160			Read Dates: 11/05/15 - 12/08/15 (33 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	13611 Actual	12574 Actual	1037	165920 kWh
Reactive	3618 Actual	3327 Actual	291	46560 kVArh
Demand	Actual			346.08 kW
Billable Demand				346 kW
Power Factor Demand	96.28%			

11

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	165920 kWh	\$0.032010	\$5,311.10
Fuel Cost Charge	165920 kWh	\$0.024721	\$4,101.69
Energy Chg Crd	13680 kWh	-\$0.014000	-\$191.52 CR
Demand Charge Winter	346 kW	\$9.960000	\$3,446.16
Affordability Chrg			\$2.68
Resource Adjustment			\$636.86
Total			\$13,332.72

Premises Total \$13,333.41

DAILY AVERAGES	Last Year	This Year
Temperature	29° F	38° F
Electricity kWh	4511.1	10021.0
Electricity Cost	\$744.96	\$807.47

INFORMATION ABOUT YOUR BILL

We found a billing error on your account. To correct our error, we canceled previous charges and rebilled your account to reflect the accurate amount owed. Be assured that all payments received before this corrected bill are properly credited to your account. We apologize for the inconvenience. Contact us at 1-800-481-4700 or at xcelenergy.com with questions or if you need to discuss payment arrangements.

For an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC/ICE ARENA/ATTN DAVE 4125 TOWER DR WOODBURY, MN 55129-9794	51-4432226-1	02/12/2016	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	486813117	01/19/2016	\$28,223.53

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 02/11/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0604669004

10

METER READING INFORMATION				
METER 17091058 - Multiplier x 160		Read Dates: 12/08/15 - 01/11/16 (34 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	14686 Actual	13611 Actual	1075	172000 kWh
Reactive	3895 Actual	3618 Actual	277	44320 kVArh
Demand	Actual			339.2 kW
Billable Demand				339 kW
Power Factor Demand	96.84%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	172000 kWh	\$0.032010	\$5,505.72
Fuel Cost Charge	172000 kWh	\$0.024517	\$4,216.94
Energy Chg Crd	18433 kWh	-\$0.014000	-\$258.06 CR
Demand Charge Winter	339 kW	\$9.960000	\$3,376.44
Affordability Chrg			\$2.72
Resource Adjustment			\$661.22
interim Rate Adj			\$216.89
Total	<i>(2016) 204-057-5361</i>		\$13,747.62

NON-RECURRING CHARGES / CREDITS DETAILS

DESCRIPTION	CHARGE
Elec Interim Refund CR Premise # 303297114	-\$2,631.74 CR
Total	<i>(2016) 204-057-5366</i> -\$2,631.74 CR

Premises Total **\$11,115.88**

DAILY AVERAGES	Last Year	This Year
Temperature	21° F	25° F
Electricity kWh	5082.4	5058.8
Electricity Cost	\$403.34	\$404.34

INFORMATION ABOUT YOUR BILL

Your electric bill this month includes a credit for the difference you paid under interim rates and the final approved rates with interest. Your credit displays as the line item "Elec Interim Refund CR." Questions? Contact us at 1-800-481-4700 or inquire@xcelenergy.com.

Renewable energy development costs are included as part of the Resource Adjustment line on your bill. Beginning this month, the renewable energy development costs have increased from \$0.000563 per kWh to \$0.000902 per kWh. Visit www.xcelenergy.com/rdf to find more on Xcel Energy's renewable energy development programs.





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	03/14/2016	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	490476657	02/17/2016	\$30,520.95

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 03/14/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0608702067

9

METER READING INFORMATION				
METER 17091058 - Multiplier x 160		Read Dates: 01/11/16 - 02/09/16 (29 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	15589 Actual	14686 Actual	903	144480 kWh
Reactive	4131 Actual	3895 Actual	236	37760 kVArh
Demand	Actual			340.8 kW
Billable Demand				341 kW
Power Factor Demand	96.75%			

ELECTRICITY CHARGES			
RATE: General Service			
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	144480 kWh	\$0.032010	\$4,624.80
Fuel Cost Charge	144480 kWh	\$0.027301	\$3,944.40
Energy Chg Crd	12513 kWh	-\$0.014000	-\$175.18 CR
Demand Charge Winter	341 kW	\$9.960000	\$3,396.36
Affordability Chrg			\$2.79
Resource Adjustment			\$639.52
Minimum Rate Adj			\$610.06
Total			\$13,068.50
Premises Total			\$13,068.50 ✓

DAILY AVERAGES	Last Year	This Year
Temperature	24° F	18° F
Electricity kWh	5892.4	4982.1
Electricity Cost	\$487.26	\$450.64

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.

000326 2/5



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	04/25/2016	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	495558542	03/29/2016	\$29,077.76

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 04/12/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0612916433

METER READING INFORMATION				
METER 17091058 - Multiplier x 160				
Read Dates: 02/09/16 - 02/23/16 (14 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	16005 Actual	15589 Actual	416	66560 kWh
Reactive	4236 Actual	4131 Actual	105	16800 kVAh
Demand	Actual			296.32 kW
Billable Demand				296 kW
Power Factor Demand	96.96%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Energy Charge	66560 kWh	\$0.032010	\$2,130.59
Fuel Cost Charge	66560 kWh	\$0.025880	\$1,722.57
Resource Adjustment			\$152.29
Interim Rate Adj			\$165.12
Total			\$4,170.57

8

METER READING INFORMATION				
METER 17956115 - Multiplier x 160				
Read Dates: 02/23/16 - 03/11/16 (17 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	446 Actual	0 Actual	446	71360 kWh
Reactive	86 Actual	0 Actual	86	13760 kVAh
Demand	Actual			322.56 kW
Billable Demand				323 kW
Power Factor Demand	97.63%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	71360 kWh	\$0.032010	\$2,284.23
Fuel Cost Charge	71360 kWh	\$0.023693	\$1,690.73
Energy Chg Crd	6159 kWh	-\$0.014000	-\$86.23 CR
Demand Charge Winter	323 kW	\$9.960000	\$3,217.08
Affordability Chrg			\$2.79
Resource Adjustment			\$455.91
Interim Rate Adj			\$421.67
Total			\$8,011.93

Premises Total

\$12,182.50

DAILY AVERAGES	Last Year	This Year
Temperature	16°F	31°F
Electricity kWh	5472.0	4429.0
Electricity Cost	\$437.13	\$392.98

001451 2/5





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	05/13/2016	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	498161279	04/19/2016	\$23,630.22

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

EXT READ DATE: 05/11/16

ELECTRICITY SERVICE DETAILS

REMISES NUMBER: 303297114
VOICE NUMBER: 0617482094

7

METER READING INFORMATION				
METER 17956115 - Multiplier x 160				
Read Dates: 03/11/16 - 04/06/16 (28 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	1167 Actual	446 Actual	721	115360 kWh
Active	225 Actual	86 Actual	139	22240 kVArh
Demand	Actual			320.32 kW
Power Factor Demand	98.19%			320 kW

ELECTRICITY CHARGES			
RATE: General Service			
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	115360 kWh	\$0.032010	\$3,692.67
Power Cost Charge	115360 kWh	\$0.022914	\$2,643.39
Demand Charge Winter	320 kW	\$9.960000	\$3,187.20
Reliability Chrg			\$2.79
Source Adjustment			\$553.86
Rate Adj			\$535.19
Total			\$10,640.85
Remises Total			\$10,640.85

CLIMATE AVERAGES	Last Year	This Year
Temperature	42° F	41° F
Electricity kWh	48650	41200
Electricity Cost	\$381.74	\$380.03

INFORMATION ABOUT YOUR BILL
 For an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.

000846 2/4





MAILING ADDRESS		ACCOUNT NUMBER	DUE DATE
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794		51-4432226-1	06/14/2016
		STATEMENT NUMBER	STATEMENT DATE
		501894304	05/18/2016
			AMOUNT DUE
			\$21,775.23

ICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 06/10/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0821843657

6

METER READING INFORMATION

METER 17956115 - Multiplier x 160

Read Dates: 04/08/16 - 05/09/16 (31 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	1899 Actual	1167 Actual	732	117120 kWh
Reactive	353 Actual	225 Actual	128	20480 kVArh
Demand	Actual			285.12 kW
Billable Demand				285 kW
Power Factor Demand	98.51%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	117120 kWh	\$0.032010	\$3,749.01
Fuel Cost Charge	117120 kWh	\$0.024365	\$2,853.65
Demand Charge Winter	285 kW	\$9.960000	\$2,838.60
Affordability Chrg			\$2.79
Resource Adjustment			\$526.18
Interim Rate Adj			\$512.54
			\$10,508.52
Premises Total			\$10,508.52

DAILY AVERAGES	Last Year	This Year
Temperature	55°F	55°F
Electricity kWh	3868.6	2778.1
Electricity Cost	\$340.18	\$550.96

INFORMATION ABOUT YOUR BILL

As an average non-demand customer, 73% of your bill refers to power plant costs, 9% to high voltage line costs, and 18% to the cost of local wires connected to your business. For an average demand-billed customer, 83% of your total bill refers to power plant costs, 9% to high voltage lines, and 8% to the cost of local wires connected to your business.

000897 2/5



05/18/2016

51 4432226 1



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	07/14/2016
	STATEMENT NUMBER	STATEMENT DATE
	505621630	06/17/2016
		\$21,749.25

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 07/12/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114

INVOICE NUMBER: 0626029072

5

METER READING INFORMATION				
METER 17956115 - Multiplier x 160		Read Dates: 05/09/16 - 06/08/16 (30 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	2625 Actual	1899 Actual	726	116160 kWh
Reactive	477 Actual	353 Actual	124	19840 kVArh
Demand	Actual			296 kW
Billable Demand				296 kW
Power Factor Demand	98.57%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	116160 kWh	\$0.032010	\$3,718.28
Fuel Cost Charge	116160 kWh	\$0.024940	\$2,897.03
Demand Charge Summer	78.93 kW	\$14.070000	\$1,110.55
Demand Charge Winter	217.07 kW	\$9.960000	\$2,162.02
Affordability Chrg			\$2.79
Resource Adjustment			\$533.96
Time Rate Adj			\$543.79
Total			\$10,994.17
Premises Total			\$10,994.17

DAILY AVERAGES	Last Year	This Year
Temperature	60° F	63° F
Electricity kWh	4074.7	3872.0
Electricity Cost	\$359.09	\$366.47

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 2% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

000853 2/4

06/17/2016

51-4432226-1



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	08/12/2016
	STATEMENT NUMBER	STATEMENT DATE
	509371264	07/19/2016
		AMOUNT DUE
		\$23,726.11

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 08/10/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0630256778

(4)

METER READING INFORMATION				
METER 17956115 - Multiplier x 160		Read Dates: 06/08/16 - 07/10/16 (32 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	3464 Actual	2625 Actual	839	134240 kWh
Reactive	663 Actual	477 Actual	186	29760 kVArh
Demand	Actual			294.4 kW
Billable Demand				294 kW
Power Factor Demand	97.63%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	134240 kWh	\$0.032010	\$4,297.02
Fuel Cost Charge	134240 kWh	\$0.023333	\$3,132.24
Energy Chg Crd	8702 kWh	-\$0.014000	-\$121.83 CR
Demand Charge Summer	294 kW	\$14.070000	\$4,136.58
Affordability Chrg			\$2.79
Resource Adjustment			\$573.50
Prm Rate Adj			\$646.16
Total			\$12,692.21

NON-RECURRING CHARGES / CREDITS DETAILS

DESCRIPTION	CHARGE
Nuclear Fuel Settlement Premise # 303297114	-\$658.43 CR
Total	-\$658.43 CR

Premises Total **\$12,033.78**

DAILY AVERAGES	Last Year	This Year
Temperature	70° F	73° F
Electricity kWh	4773.3	4195.0
Electricity Cost	\$432.15	\$396.63

INFORMATION ABOUT YOUR BILL

The Minnesota Public Utilities Commission has approved a customer credit for funds received as part of a settlement with the U. S. Department of Energy regarding nuclear fuel storage. Your credit is shown as "Nuclear Fuel Settlement" on this billing statement.

For an average non-demand customer, 72% of your bill refers to power plant costs, 12% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

07/19/2016
 51-4432226-1
 0630256778



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	09/13/2016	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	513124290	08/17/2016	\$26,519.32

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 09/09/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0634481451

3

METER READING INFORMATION				
METER 17956115 - Multiplier x 160				
Read Dates: 07/10/16 - 08/08/16 (29 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	4304 Actual	3464 Actual	840	134400 kWh
Reactive	875 Actual	663 Actual	212	33920 kVArh
Demand	Actual			296 kW
Billable Demand				296 kW
Power Factor Demand	96.96%			

ELECTRICITY CHARGES		RATE: General Service	
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	134400 kWh	\$0.032010	\$4,302.14
Fuel Cost Charge	134400 kWh	\$0.022755	\$3,058.29
Energy Chg Crd	19848 kWh	-\$0.014000	-\$277.87 CR
Demand Charge Summer	296 kW	\$14.070000	\$4,164.72
Affordability Chrg			\$2.79
Resource Adjustment			\$575.69
Time Rate Adj			\$636.66
Total			\$12,488.17
Premises Total			\$12,488.17

DAILY AVERAGES	Last Year	This Year
Temperature	74° F	76° F
Electricity kWh	5151.0	4634.5
Electricity Cost	\$458.63	\$430.63

INFORMATION ABOUT YOUR BILL
 or an average non-demand customer, 72% of your bill refers to power plant costs, 2% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

000826 2/4



08/17/2016

51-4432226-1



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	10/13/2016	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	517071528	09/19/2016	\$25,882.23

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 10/10/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0638879807

(2)

METER READING INFORMATION				
METER 17956115 - Multiplier x 160		Read Dates: 08/08/16 - 09/07/16 (30 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	5174 Actual	4304 Actual	870	139200 kWh
Reactive	1087 Actual	875 Actual	212	33920 kVarh
Demand	Actual			310.4 kW
Billable Demand				310 kW
Power Factor Demand	97.16%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	139200 kWh	\$0.032010	\$4,455.79
Fuel Cost Charge	139200 kWh	\$0.023619	\$3,287.72
Energy Chg Crd	15200 kWh	-\$0.014000	-\$212.80 CR
Demand Charge Summer	310 kW	\$14.070000	\$4,361.70
Affordability Chrg			\$2.79
Resource Adjustment			\$599.35
Interim Rate Adj			\$668.86
Total			\$13,189.16

NON-RECURRING CHARGES / CREDITS DETAILS

DESCRIPTION	CHARGE
Capital and Allocations Premise # 303297114	-\$311.87 CR
Total	-\$311.87 CR

Premises Total **\$12,877.29**

DAILY AVERAGES	Last Year	This Year
Temperature	72° F	72° F
Electricity kWh	5120.0	4640.0
Electricity Cost	\$441.91	\$439.64

INFORMATION ABOUT YOUR BILL

The Public Utilities Commission approved a customer refund. A portion is for a revenue requirements reduction for certain 2015 capital projects due to changes in tax law and project timing. The other portion is for changes in 2016 cost allocations. The total customer refund includes interest on both amounts. Your credit is shown as "Capital and Allocations" on this bill.

For an average non-demand customer, 72% of your bill refers to power plant costs, 12% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

032271 2/4

09/19/2016

51-4432226-1



For RFP

MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	11/15/2016
	STATEMENT NUMBER	STATEMENT DATE
	521132395	10/20/2016
		AMOUNT DUE
		\$50,099.05

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 11/08/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0643288092

METER READING INFORMATION

METER 17956115 - Multiplier x 160 Read Dates: 09/07/16 - 10/06/16 (29 Days)

DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	6003 Actual	5174 Actual	829	132640 kWh
Reactive	1308 Actual	1087 Actual	221	35360 kVarh
Demand	Actual			300.8 kW
Billable Demand				301 kW
Power Factor Demand	96.63%			

Total for 12 month 150,177 including interim rate refund

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	132640 kWh	\$0.032010	\$4,245.81
Fuel Cost Charge	132640 kWh	\$0.024007	\$3,184.32
Energy Chg Crd	16153 kWh	-\$0.014000	-\$226.14 CR
Demand Charge Summer	238.72 kW	\$14.070000	\$3,358.79
Demand Charge Winter	62.28 kW	\$9.960000	\$620.31
Affordability Chrg			\$2.79
Resource Adjustment			\$597.54
Interim Rate Adj			\$621.90
Total			\$12,431.07
Premises Total			\$12,431.07

DAILY AVERAGES	Last Year	This Year
Temperature	63.9 F	64 F
Electricity kWh	4915.9	4573.8
Electricity Cost	\$630.47	\$428.66

INFORMATION ABOUT YOUR BILL

Effective Oct. 1, 2016, the Resource Adjustment line item on your bill has increased due to a change in the Conservation Improvement Program (CIP) factor. The electric IP portion of the Resource Adjustment is \$0.002164 per kilowatt-hour (kWh).

For an average non-demand customer, 72% of your bill refers to power plant costs, 12% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	12/14/2016	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	524709281	11/17/2016	\$25,332.23

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 12/09/16

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0647462326

METER READING INFORMATION				
METER 17956115 - Multiplier x 160				
Read Dates: 10/06/16 - 11/06/16 (31 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	6935 Actual	6003 Actual	932	149120 kWh
Reactive	1578 Actual	1308 Actual	270	43200 kVArh
Demand	Actual			326.4 kW
Billable Demand				326 kW
Power Factor Demand	96.05%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	149120 kWh	\$0.032010	\$4,773.33
Fuel Cost Charge	149120 kWh	\$0.024657	\$3,676.82
Energy Chg Crd	14482 kWh	-\$0.014000	-\$202.75 CR
Demand Charge Winter	326 kW	\$9.960000	\$3,246.96
Affordability Chrg			\$2.79
Resource Adjustment			\$752.57
Transmission Rate Adj			\$607.86
Total			\$12,883.33
Premises Total			\$12,883.33

DAILY AVERAGES	Last Year	This Year
Temperature	62°F	52°F
Electricity kWh	4993	4810
Electricity Cost	\$408.45	\$415.59

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 12% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

000592 2/5

11/17/2016

51-4432226-1



MAILING ADDRESS	ACCOUNT NUMBER	DUPLICATE
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	01/17/2017
	STATEMENT NUMBER	STATEMENT DATE
	528315578	12/19/2016
		AMOUNT DUE
		\$29,478.38

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 01/12/17

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0651493596

METER READING INFORMATION				
METER 17956115 - Multiplier x 160			Read Dates: 11/06/16 - 12/07/16 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	7885 Actual	6935 Actual	950	152000 kWh
Reactive	1842 Actual	1578 Actual	264	42240 kVArh
Demand	Actual			339.2 kW
Billable Demand				339 kW
Power Factor Demand	96.35%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	152000 kWh	\$0.032010	\$4,865.52
Fuel Cost Charge	152000 kWh	\$0.025385	\$3,858.59
Energy Chg Crd	11993 kWh	-\$0.014000	-\$167.90 CR
Demand Charge Winter	339 kW	\$9.960000	\$3,376.44
Affordability Chrg			\$2.79
Resource Adjustment			\$773.16
1 m Rate Adj			\$627.74
Total			\$13,362.09
Premises Total			\$13,362.09

DAILY AVERAGES	Last Year	This Year
Temperature	38°F	49°F
Electricity kWh	502749	490372
Electricity Cost	\$404.02	\$341.04

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 2% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

001601 2/4

12/19/2016

51-4432226-1



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	02/13/2017
	STATEMENT NUMBER	STATEMENT DATE
	531797117	01/18/2017
		AMOUNT DUE
		\$36,145.22

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 02/10/17

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0655253146

METER READING INFORMATION				
METER 17956115 - Multiplier x 160		Read Dates: 12/07/16 - 01/10/17 (34 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	8905 Actual	7885 Actual	1020	163200 kWh
Reactive	2091 Actual	1842 Actual	249	39840 kVArh
Demand	Actual			347.2 kW
Billable Demand				347 kW
Power Factor Demand	97.15%			

ELECTRICITY CHARGES

RATE: General Service

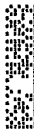
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	163200 kWh	\$0.032010	\$5,224.03
Fuel Cost Charge	163200 kWh	\$0.024321	\$3,969.22
Energy Chg Crd	6009 kWh	-\$0.014000	-\$84.13 CR
Demand Charge Winter	347 kW	\$9.960000	\$3,456.12
Affordability Chrg			\$2.79
Resource Adjustment			\$821.08
Interim Rate Adj			\$668.19
Total			\$14,083.05
Premises Total			\$14,083.05

DAILY AVERAGES	Last Year	This Year
Temperature	28°F	16°F
Electricity kWh	5058.8	4800.0
Electricity Cost	\$404.84	\$414.21

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 12% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

000935 2/3



01/18/2017

51-4432226-1



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	03/16/2017	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	535665139	02/17/2017	\$23,884.08

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 03/14/17

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0659764778

METER READING INFORMATION				
METER 17956115 - Multiplier x 160		Read Dates: 01/10/17 - 02/08/17 (29 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Delivered by Xcel	9791 Actual	8905 Actual	886	141760 kWh
Reactive	2325 Actual	2091 Actual	234	37440 kVAh
Demand	Actual			350.4 kW
Billable Demand				350 kW
Power Factor Demand	96.68%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	141760 kWh	\$0.032010	\$4,537.74
Fuel Cost Charge	141760 kWh	\$0.024766	\$3,510.85
Energy Chg Crd	6310 kWh	-\$0.014000	-\$88.34 CR
Demand Charge Winter	350 kW	\$9.960000	\$3,486.00
Affordability Chrg			\$2.79
Resource Adjustment			\$781.17
Interim Rate Adj			\$616.99
Total			\$12,872.95

NON-RECURRING CHARGES / CREDITS DETAILS

DESCRIPTION	CHARGE
Nuclear Fuel Settlement Premise # 303297114	-\$746.28 CR
Total	-\$746.28 CR

Premises Total **\$12,126.67**

DAILY AVERAGES	Last Year	This Year
Temperature	18° F	24° F
Electricity kWh	4987.1	4888.3
Electricity Cost	\$450.64	\$443.89

INFORMATION ABOUT YOUR BILL

The Minnesota Public Utilities Commission has approved a customer credit for funds received as part of a settlement with the U.S. Department of Energy regarding nuclear fuel storage. Your credit is shown as "Nuclear Fuel Settlement" on this billing statement.

For an average non-demand customer, 72% of your bill refers to power plant costs, 12% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.



MAILING ADDRESS		ACCOUNT NUMBER	DUE DATE
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794		51-4432226-1	04/12/2017
STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE	
539102002	03/17/2017	\$19,084.54	

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 04/12/17

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0663705556

METER READING INFORMATION				
METER 17956115 - Multiplier x 160			Read Dates: 02/08/17 - 03/12/17 (32 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Delivered by Xcel	10755 Actual	9791 Actual	964	154240 kWh
Reactive	2585 Actual	2325 Actual	260	41600 kVArh
Demand	Actual			315.2 kW
Billable Demand				315 kW
Power Factor Demand	96.55%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	154240 kWh	\$0.032010	\$4,937.22
Fuel Cost Charge	154240 kWh	\$0.023016	\$3,550.03
Energy Chg Crd	19735 kWh	-\$0.014000	-\$276.29 CR
Demand Charge Winter	315 kW	\$9.960000	\$3,137.40
Affordability Chrg			\$2.79
Force Adjustment			\$813.62
Interim Rate Adj			\$606.37
Total			\$12,796.89
Premises Total			\$12,796.89

DAILY AVERAGES	Last Year	This Year
Temperature	31°F	33°F
Electricity kWh	4197.6	4820.0
Electricity Cost	\$716.62	\$390.90

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 2% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

001562/3

03/17/2017

51-4432226-1



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	05/15/2017
	STATEMENT NUMBER	STATEMENT DATE
	543053357	04/18/2017
		AMOUNT DUE
		\$9,997.22

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 05/11/17

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114

INVOICE NUMBER: 0668364344

METER READING INFORMATION				
METER 17956115 - Multiplier x 160				
Read Dates: 03/12/17 - 04/10/17 (29 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Delivered by Xcel	11449 Actual	10755 Actual	694	111040 kWh
Reactive	2706 Actual	2585 Actual	121	19360 kVArh
Demand	Actual			326.4 kW
Billable Demand				326 kW
Power Factor Demand	98.51%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	111040 kWh	\$0.032010	\$3,554.39
Fuel Cost Charge	111040 kWh	\$0.023867	\$2,650.18
Demand Charge Winter	326 kW	\$9.960000	\$3,246.96
Affordability Chrg			\$2.79
Resource Adjustment			\$686.65
Winter Rate Adj			\$529.11
Total			\$10,695.83

Premises Total \$10,695.83

DAILY AVERAGES	Last Year	This Year
Temperature	40° F	42° F
Electricity kWh	4120.0	3329.0
Electricity Cost	\$380.03	\$368.82

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 12% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

000796 2/3



04/18/2017

51-4432226-1



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	06/13/2017	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	546915011	05/17/2017	\$10,567.44

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 06/12/17

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0672417987

METER READING INFORMATION				
METER 17956115 - Multiplier x 160				
Read Dates: 04/10/17 - 05/09/17 (29 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Delivered by Xcel	12156 Actual	11449 Actual	707	113120 kWh
Reactive	2893 Actual	2706 Actual	187	29920 kVAh
Demand	Actual			294.4 kW
Billable Demand				294 kW
Power Factor Demand	96.68%			

ELECTRICITY CHARGES

RATE: General Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	113120 kWh	\$0.032010	\$3,620.97
Fuel Cost Charge	113120 kWh	\$0.027280	\$3,085.91
Demand Charge Winter	294 kW	\$9.960000	\$2,928.24
Affordability Chrg			\$2.79
Resource Adjustment			\$670.91
Time Rate Adj			\$509.57
Total			\$10,844.14
Premises Total			\$10,844.14

DAILY AVERAGES	Last Year	This Year
Temperature	56° F	52° F
Electricity kWh	3778.1	3900.7
Electricity Cost	\$338.98	\$273.94

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 72% of your bill refers to power plant costs, 12% to high voltage line costs, and 16% to the cost of local wires connected to your business. For an average demand-billed customer, 81% of your total bill refers to power plant costs, 12% to high voltage lines, and 7% to the cost of local wires connected to your business.

000786 2/5



05/17/2017

51-4432226-1



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	07/14/2017	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	550878966	06/19/2017	\$18,781.57

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794

NEXT READ DATE: 07/12/17

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0676875654

METER READING INFORMATION				
METER 17956115 - Multiplier x 160				
Read Dates: 05/09/17 - 06/08/17 (30 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Delivered by Xcel	12880 Actual	12156 Actual	724	115840 kWh
Reactive	3082 Actual	2893 Actual	189	30240 kVArh
Demand	Actual			345.6 kW
Billable Demand				346 kW
Power Factor Demand	96.76%			

ELECTRICITY CHARGES **RATE: General Service**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	115840 kWh	\$0.032010	\$3,708.04
Fuel Cost Charge	115840 kWh	\$0.027800	\$3,220.35
Demand Charge Summer	92.27 kW	\$14.070000	\$1,298.24
Demand Charge Winter	253.73 kW	\$9.960000	\$2,527.15
Affordability Chrg			\$2.79
Resource Adjustment			\$759.91
Time Rate Adj			\$585.84
Total			\$12,128.07

Premises Total **\$12,128.07**

DAILY AVERAGES	Last Year	This Year
Temperature	63°F	63°F
Electricity kWh	3872.0	3861.3
Electricity Cost	\$966.47	\$904.27

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 69% of your bill refers to power plant costs, 14% to high voltage line costs, and 17% to the cost of local wires connected to your business. For an average demand customer, 79% of your total bill refers to power plant costs, 13% to high voltage lines, and 8% to the cost of local wires connected to your business.

1127

001554 2/4

06/19/2017

51-4432226-1



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
WOODBURY CITY OF BSC ICE ARENA ATT DAVE 4125 RADIO DR WOODBURY MN 55129-9794	51-4432226-1	08/14/2017	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	554400888	07/18/2017	\$10,535.28

SERVICE ADDRESS: BSC/ICE ARENA LO
4125 RADIO DR WOODBURY, MN 55129-9794
NEXT READ DATE: 08/10/17

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 303297114
INVOICE NUMBER: 0681207453

METER READING INFORMATION				
METER 17956115 - Multiplier x 160				
Read Dates: 06/08/17 - 07/10/17 (32 Days)				
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Delivered by Xcel	13741 Actual	12880 Actual	861	137760 kWh
Reactive	3349 Actual	3082 Actual	267	42720 kVArh
Demand	Actual			284.8 kW
Billable Demand				285 kW
Power Factor Demand	95.51%			

ELECTRICITY CHARGES		RATE: General Service	
DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$25.75
Energy Charge	137760 kWh	\$0.032010	\$4,409.70
Fuel Cost Charge	137760 kWh	\$0.026836	\$3,696.96
Energy Chg Crd	16065 kWh	-\$0.014000	-\$224.91 CR
Demand Charge Summer	285 kW	\$14.070000	\$4,009.95
Affordability Chrg			\$2.79
Resource Adjustment			\$771.26
Interim Rate Adj			\$637.09
Total			\$13,328.59
Premises Total			\$13,328.59

DAILY AVERAGES	Last Year	This Year
Temperature	79° F	72° F
Electricity kWh	4195.0	4305.0
Electricity Cost	\$396.63	\$416.52

INFORMATION ABOUT YOUR BILL

For an average non-demand customer, 69% of your bill refers to power plant costs, 14% to high voltage line costs, and 17% to the cost of local wires connected to your business. For an average demand customer, 79% of your total bill refers to power plant costs, 13% to high voltage lines, and 8% to the cost of local wires connected to your business.

22315

000864 2/4



07/18/2017

51-4432226-1

Attachment C

Sample Solar Power Purchase Agreement

Solar Power Purchase Agreement

This Solar Power Purchase Agreement (this “**Agreement**”) is entered into by the parties listed below (each a “**Party**” and collectively the “**Parties**”) as of the date signed by Seller below (the “**Effective Date**”).

Purchaser:		Seller:	
Name and Address	Purchaser Name, [Inc.] 111 Street Name City, State 00000-0000 Attention: Customer Contact	Name and Address	Seller Name 111 Street Name City, State 00000-0000 Attention: Seller Contact
Phone	() -	Phone	() -
Fax	None	Fax	() -
E-mail	@	E-mail	@
Premises Ownership	Purchaser [] owns [] leases the Premises. List Premises Owner, if different from Purchaser:	Additional Seller Information	

This Agreement sets forth the terms and conditions of the purchase and sale of solar generated electric energy from the solar panel system described in **Exhibit 2** (the “**System**”) and installed at the Purchaser’s facility described in **Exhibit 2** (the “**Facility**”).

The exhibits listed below are incorporated by reference and made part of this Agreement.

- Exhibit 1** Basic Terms and Conditions
- Exhibit 2** System Description
- Exhibit 3** Credit Information
- Exhibit 4** General Terms and Conditions
- Exhibit 5** Form of Memorandum of License
- Exhibit 6** Form of Easement Agreement

Purchaser: Purchaser Name, [Inc.]

Seller: [Redacted]

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1
Basic Terms and Conditions

1. **Term:** Twenty (20) years, beginning on the Commercial Operation Date.
2. **Additional Terms:** Up to two (2) Additional Terms of five (5) years each.
3. **Environmental Incentives and Environment Attributes:** Accrue to Seller.
4. **Contract Price:**

Contract Year	\$/kWh
1	\$0.0000
2	\$0.0000
3	\$0.0000
4	\$0.0000
5	\$0.0000
6	\$0.0000
7	\$0.0000
8	\$0.0000
9	\$0.0000
10	\$0.0000
11	\$0.0000
12	\$0.0000
13	\$0.0000
14	\$0.0000
15	\$0.0000
16	\$0.0000
17	\$0.0000
18	\$0.0000
19	\$0.0000
20	\$0.0000

5. **Condition Satisfaction Date:** _____, 201__

6. **Anticipated Commercial Operation Date:** _____, 201__

7. **Rebate Variance.** All prices in this Agreement are calculated based on an upfront rebate of \$0. If the actual rebate is lower than calculated, prices will be adjusted pro-rata to reflect the actual rebate received.

8. **Purchaser Options to Purchase System.** None or as set forth in Section 16(b)

9. **Outside Commercial Operation Date:** [_____].

10. System Installation:

Includes:	<input type="checkbox"/> Design, engineering, permitting, installation, monitoring, rebate application and paperwork processing of the System <input type="checkbox"/> Limited Warranty <input type="checkbox"/> List of Approved Subcontractors <input type="checkbox"/> Any like substantive equipment, in the sole discretion of the Seller <input type="checkbox"/> State or Utility Rebate, if any. Describe: _____
------------------	---

Excludes:	Unforeseen groundwork (including, but not limited to, excavation/circumvention of underground obstacles), upgrades or repair to the Facility or utility electrical infrastructure, payment bonds, performance bond(s),
------------------	--



prevailing wage construction, tree removal, or tree trimming.

Exhibit 2
System Description

1. System Location: [Site Street Address, City, State 99999]
2. System Size (DC kW): [...]
3. Expected First Year Energy Production (kWh): [...]
4. Expected Structure: [] Ground Mount [] Roof Mount [] Parking Structure [] Other
5. Expected Module(s):

<u>Manufacturer/Model</u>	<u>Quantity</u>
[...]	[...]

6. Expected Inverter(s):

<u>Manufacturer/Model</u>	<u>Quantity</u>
[...]	[...]

7. Facility and System Layout: See Exhibit 2, Attachment A
8. Utility: _____

Exhibit 2
Attachment A:
Facility and System Layout

An Aerial Photograph of the Facility	See below
Conceptual Drawing of the System	See below
Delivery Point	[written description of Delivery Point, also indicate below]
Access Points	[written description of access points needed to install and service System, also indicate below]



Exhibit 3
Credit Information

Promptly following the execution of this Agreement, Purchaser shall supply Seller with the following credit information:

PURCHASER INFORMATION							
Name: Purchaser Name, Inc.						Tax ID	
Previous & Other Names				Website			
Corporate Address: 111 Street Name							
City, State, Zip City, State 99999							
Phone Number: () -				Fax Number: () -			
Entity Type Check One:	S-Corp	C-Corp	Partnership	Sole Prop	LLC	LLP	Other
Property Address for Solar Installation				State	Zip Code	Property Owned by Applicant YES NO	
Property Type	Insurance Agent Name		Agents Phone () -		Name of Property Owner if Not Applicant		
Information Requested: Please submit the information required below via electronic format to _____@_____.							
<u>Corporate Records</u>							
<input type="checkbox"/> Copy of Articles of Incorporation, Partnership Agreement, Fictitious Name Statement or Organizational formation Documents (If applicable)							
<u>Financial Statements</u>							
<input type="checkbox"/> Last two (2) years of CPA audited, reviewed, compiled statements (Balance Sheet, Income Statement, Cash Flow)							
<u>Real Estate Documents</u>							
<input type="checkbox"/> Lease with Premises Fee Owner							
<input type="checkbox"/> Copies of Liens or Third Party Security Interests in the Premises							
Seller may request you provide additional documentation to complete the credit evaluation process. Seller will notify you if additional information is required.							

The above information and any information attached is furnished to Seller and its Financing Parties in connection with the Application of credit for which you may apply or credit you may guarantee. You acknowledge and understand that the Lender is relying on this information in deciding to grant or continue credit or to accept a guarantee of credit. You represent, warranty and certify that the information provided herein is true, correct and complete. The Lender is authorized to make all inquiries deemed necessary to verify the accuracy of the information contained herein and to determine your creditworthiness. You authorize any person or consumer-reporting agency to give the Lender any information it may have about you. You authorize the Lender to answer questions about its credit experience with you. Subject to any non-disclosure agreement between you and Lender, this form and any other information given to the Lender shall be the Lender's property. If your application for business credit is denied you have the right to a written statement of the specific reason for the denial. To obtain the statement, please contact Seller at _____, _____. You must contact us within 60 days from date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request.

NOTICE: The Federal Equal Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status or age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Office of the Comptroller of the Currency, Customer Assistance Unit, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050. Seller is an equal opportunity lender.

Signature:

Title:

Date:

Exhibit 4
Solar Power Purchase Agreement
General Terms and Conditions

August 8, 2013 Solar Energy Finance Association Version 1.0

1. **Definitions and Interpretation:** Unless otherwise defined or required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) the words “herein,” “hereof” and “hereunder” refer to this Agreement as a whole and not to any particular section or subsection of this Agreement; (c) references to any agreement, document or instrument mean such agreement, document or instrument as amended, modified, supplemented or replaced from time to time; and (d) the words “include,” “includes” and “including” mean include, includes and including “without limitation.” The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

2. **Purchase and Sale of Electricity.** Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of the electric energy generated by the System during the Initial Term and any Additional Term (as defined in **Exhibit 1**, and collectively the “**Term**”). Electric energy generated by the System will be delivered to Purchaser at the delivery point identified on **Exhibit 2** (the “**Delivery Point**”). Purchaser shall take title to the electric energy generated by the System at the Delivery Point, and risk of loss will pass from Seller to Purchaser at the Delivery Point. Purchaser may purchase electric energy for the Facility from other sources if the Purchaser's electric requirements at the Facility exceed the output of the System. Any purchase, sale and/or delivery of electric energy generated by the System prior to the Commercial Operation Date shall be treated as purchase, sale and/or delivery of limited amounts of test energy only and shall not indicate that the System has been put in commercial operation by the purchase, sale and/or delivery of such test energy.

3. **Term and Termination.**
 - a. **Initial Term.** The initial term (“**Initial Term**”) of this Agreement shall commence on the Commercial Operation Date (as defined below) and continue for the length of time specified in **Exhibit 1**, unless earlier terminated as provided for in this Agreement. The “**Commercial Operation Date**” is the date Seller gives Purchaser written notice that the System is mechanically complete and capable of providing electric energy to the Delivery Point. Such notice shall be deemed effective unless Purchaser reasonably objects within five (5) days of the date of such notice. Upon Purchaser’s request, Seller will give Purchaser copies of certificates of completion or similar documentation from Seller’s contractor and the interconnection or similar agreement with the entity authorized and required under applicable law to provide electric distribution service to Purchaser at the Facility (the “**Utility**”), as set forth on **Exhibit 2**. This Agreement is effective as of the Effective Date and Purchaser’s failure to enable Seller to provide the electric energy by preventing it from installing the System or otherwise not performing shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.

 - b. **Additional Terms.** Prior to the end of the Initial Term or of any applicable Additional Term, as defined below, if Purchaser has not exercised its option to purchase the System, either Party may give the other Party written notice of its desire to extend this Agreement on the terms and conditions set forth herein for the number and length of additional periods specified in **Exhibit 1** (each such additional period, an “**Additional Term**”). Such notice shall be given, if at all, not more than one hundred twenty (120) and not less than sixty (60) days before the last day of the Initial Term or the then current Additional Term, as applicable. The Party receiving the notice requesting an Additional Term shall respond positively or negatively to that request in writing within thirty (30) days after receipt of the request. Failure to respond within such thirty (30) day period shall be deemed a rejection of the offer for an Additional Term. If both Parties agree to an Additional Term, the Additional Term shall begin immediately upon the conclusion of the Initial Term or the then current term on the same terms and conditions as set forth in this Agreement. If the Party receiving the request for an Additional Term rejects or is deemed to reject the first Party’s offer, this Agreement shall terminate at the end of the Initial Term (if the same has not been extended) or the then current Additional Term.

4. **Billing and Payment.**
 - a. **Monthly Charges.** Purchaser shall pay Seller monthly for the electric energy generated by the System and delivered to the Delivery Point at the \$/kWh rate shown in **Exhibit 1** (the “**Contract Price**”). The monthly payment for such energy will be equal to the applicable \$/kWh rate multiplied by the number of kWh of energy generated during the applicable month, as measured by the System meter.

 - b. **Monthly Invoices.** Seller shall invoice Purchaser monthly, either manually or through ACH. Such monthly invoices shall state (i) the amount of electric energy

produced by the System and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Purchaser under this Agreement and (iii) the total amount due from Purchaser. The Contract Price includes ACH invoicing. If manual invoicing is required, a twenty five dollar (\$25) handling charge will be added to each invoice.

- c. **Taxes.** Purchaser shall either pay or reimburse Seller for any and all taxes assessed on the generation, sale, delivery or consumption of electric energy produced by the System or the interconnection of the System to the Utility's electric distribution system, including property taxes on the System; provided, however, Purchaser will not be required to pay or reimburse Seller for any taxes during periods when Seller fails to deliver electric energy to Purchaser for reasons other than Force Majeure or as a result of Purchaser's acts or omissions. For purposes of this Section 4(d), "Taxes" means any federal, state and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, transaction, and other taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Seller's revenues due to the sale of energy under this Agreement, which shall be Seller's responsibility.
- d. **Payment Terms.** All amounts due under this Agreement shall be due and payable net twenty (20) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the twenty (20) day period shall accrue interest at the annual rate of two and one-half percent (2.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

5. Environmental Attributes and Environmental Incentives.

Unless otherwise specified on Exhibit 1, Seller is the owner of all Environmental Attributes and Environmental Incentives and is entitled to the benefit of all Tax Credits, and Purchaser's purchase of electricity under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the System, all of which shall be retained by Seller. Purchaser shall cooperate with Seller in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all Tax Credits, including by using the electric energy generated by the System in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. Purchaser shall not be obligated to incur any out-of-pocket costs or expenses in connection with such actions unless reimbursed by Seller. If any Environmental Incentives are paid directly to Purchaser, Purchaser shall immediately pay such amounts over to Seller. To avoid any conflicts with fair trade rules regarding claims of solar or renewable energy use, Purchaser, if engaged in commerce and/or trade, shall submit to Seller for approval any press releases regarding Purchaser's use of solar or renewable energy and shall not submit for publication any such releases without the written approval of Seller. Approval shall not be unreasonably withheld, and Seller's review and approval shall be made in a timely manner to permit Purchaser's timely publication.

"**Environmental Attributes**" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the System, the production of electrical energy from the System and its displacement of conventional energy generation, including (a) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (b) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (c) the reporting rights related to these avoided emissions, such as Green Tag Reporting Rights and Renewable Energy Credits. Green Tag Reporting Rights are the right of a party to report the ownership of accumulated Green Tags in compliance with federal or state law, if applicable, and to a federal or state agency or any other party, and include Green Tag Reporting Rights accruing under Section 1605(b) of The Energy Policy Act of 1992 and any present or future federal, state, or local law, regulation or bill, and international or foreign emissions trading program. Environmental Attributes do not include Environmental Incentives and Tax Credits. Purchaser and Seller shall file all tax returns in a manner consistent with this Section 5. Without limiting the generality of the foregoing, Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, emissions allowances, green tags tradable renewable credits and Green-e® products.

"**Environmental Incentives**" means any and all credits, rebates, subsidies, payments or other incentives that relate to self-generation of electricity, the use of technology incorporated into the System, environmental benefits of using the System, or other similar programs available from the Utility, any other regulated entity, the manufacturer of any part of the System or any Governmental Authority.

"**Governmental Authority**" means any national, state or local government (whether domestic or foreign), any political subdivision thereof or any other governmental, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, bureau or entity (including the Federal Energy Regulatory Commission or the California

Public Utilities Commission), or any arbitrator with authority to bind a party at law.

“**Tax Credits**” means any and all (a) investment tax credits, (b) production tax credits and (c) similar tax credits or grants under federal, state or local law relating to the construction, ownership or production of energy from the System.

6. Conditions to Obligations.

- a. **Conditions to Seller’s Obligations.** Seller’s obligations under this Agreement are conditioned on the completion of the following conditions to Seller’s reasonable satisfaction on or before the Condition Satisfaction Date:
- i. Completion of a physical inspection of the Facility and the property upon which the Facility is located (the “**Premises**”) including, if applicable, geotechnical work, and real estate due diligence to confirm the suitability of the Facility and the Premises for the System;
 - ii. Approval of (A) this Agreement and (B) the Construction Agreement (if any) for the System by Seller’s Financing Parties. “**Construction Agreement**” as used in this subsection means an agreement between Seller and any contractor or subcontractor to install the System;
 - iii. Confirmation that Seller will obtain all applicable Environmental Incentives and Tax Credits;
 - iv. Receipt of all necessary zoning, land use and building permits; and
 - v. Execution of all necessary agreements with the Utility for interconnection of the System to Facility electrical system and/or the Utility’s electric distribution system.
- b. **Failure of Conditions.** If any of the conditions listed in subsection (a) are not satisfied by the Condition Satisfaction Date, the Parties will attempt in good faith to negotiate new dates for the satisfaction of the failed conditions. If the Parties are unable to negotiate new dates then Seller may terminate this Agreement upon ten (10) days written notice to Buyer without liability for costs or damages or triggering a default under this Agreement.
- c. **Commencement of Construction.** Seller’s obligation to commence construction and installation of the System is conditioned on Seller’s receipt of (A) proof of insurance for all insurance required to be maintained by Purchaser under this Agreement, (B) written confirmation from any person holding a mortgage, lien or other encumbrance over the Premises or the Facility, as applicable, that such person will recognize Seller’s rights under this Agreement for as long Seller is not in default hereunder and (C), a signed and notarized original copy of the easement agreement suitable for recording, substantially in the form attached hereto as **Exhibit 6** (the “**Easement Agreement**”).
- d. **Conditions to Purchaser’s Obligations.** Purchaser’s obligations under **Section 4(a)** are conditioned on the occurrence of the Commercial Operation Date for the System by the Outside Commercial Operation Date.

7. Seller’s Rights and Obligations.

- a. **Permits and Approvals.** Seller, with Purchaser’s reasonable cooperation, shall use commercially reasonable efforts to obtain, at its sole cost and expense:
- i. any zoning, land use and building permits required to construct, install and operate the System; and
 - ii. any agreements and approvals from the Utility necessary in order to interconnect the System to the Facility electrical system and/or the Utility’s electric distribution system.

Purchaser shall cooperate with Seller’s reasonable requests to assist Seller in obtaining such agreements, permits and approvals.

- b. **Standard System Repair and Maintenance.** Seller shall construct and install the System at the Facility. During the Term, Seller will operate and perform all routine and emergency repairs to, and maintenance of, the System at its sole cost and expense, except for any repairs or maintenance resulting from Purchaser’s negligence, willful misconduct or breach of this Agreement. Seller shall not be responsible for any work done by others on any part of the System unless Seller authorizes that work in advance in writing. Seller shall not be responsible for any loss, damage, cost or expense arising out of or resulting from improper environmental controls or improper operation or maintenance of the System by anyone other

than Seller or Seller's contractors. If the System requires repairs for which Purchaser is responsible, Purchaser shall pay Seller for diagnosing and correcting the problem at Seller or Seller's contractors' then current standard rates. Seller shall provide Purchaser with reasonable notice prior to accessing the Facility to make standard repairs.

- c. **Non-Standard System Repair and Maintenance.** If Seller incurs incremental costs to maintain the System due to conditions at the Facility or due to the inaccuracy of any information provided by Purchaser and relied upon by Seller, the pricing, schedule and other terms of this Agreement will be equitably adjusted to compensate for any work in excess of normally expected work required to be performed by Seller. In such event, the Parties will negotiate such equitable adjustment in good faith.
- d. **Breakdown Notice.** Seller shall notify Purchaser within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of the System or (ii) an interruption in the supply of electrical energy from the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays. Purchaser shall notify Seller immediately upon the discovery of an emergency condition affecting the System.
- e. **Suspension.** Notwithstanding anything to the contrary herein, Seller shall be entitled to suspend delivery of electricity from the System to the Delivery Point for the purpose of maintaining and repairing the System and such suspension of service shall not constitute a breach of this Agreement; provided, that Seller shall use commercially reasonable efforts to minimize any interruption in service to the Purchaser.
- f. **Use of Contractors and Subcontractors.** Seller shall be permitted to use contractors and subcontractors to perform its obligations under this Agreement, provided however, that such contractors and subcontractors shall be duly licensed and shall provide any work in accordance with applicable industry standards. Notwithstanding the foregoing, Seller shall continue to be responsible for the quality of the work performed by its contractors and subcontractors. If a list of pre-approved contractors and subcontractors to be used for construction of the System is desired, such list shall be scheduled on an appendix to this Exhibit. All contractors and subcontractors to be used for the construction of the System, other than those that may be scheduled on an appendix to this Exhibit, shall be subject to Purchaser's prior written consent, not to be unreasonably withheld.
- g. **Liens and Payment of Contractors and Suppliers.** Seller shall pay when due all valid charges from all contractors, subcontractors and suppliers supplying goods or services to Seller under this Agreement and shall keep the Facility free and clear of any liens related to such charges, except for those liens which Seller is permitted by law to place on the Facility following non-payment by Purchaser of amounts due under this Agreement. Seller shall indemnify Purchaser for all claims, losses, damages, liabilities and expenses resulting from any liens filed against the Facility or the Premises in connection with such charges; provided, however, that Seller shall have the right to contest any such lien, so long as it provides a statutory bond or other reasonable assurances of payment that either remove such lien from title to the Facility and the Premises or that assure that any adverse judgment with respect to such lien will be paid without affecting title to the Facility and the Premises.
- h. **No Warranty.** NO WARRANTY OR REMEDY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any claim or liability arising out of or in connection with this Agreement, whether arising in contract, tort (including negligence), strict liability or otherwise. The Limited Warranty will provide Purchaser with a separate contract from this Agreement. No rights provided to Purchaser by the Limited Warranty may be asserted under this Agreement. No warranty is made in this Agreement. Therefore, any warranty claim must be made independently of this Agreement and will not affect Purchaser's obligations under this Agreement.

8. **Purchaser's Rights and Obligations.**

- a. **License¹ to the Premises; Facility Access Rights.** Purchaser grants to Seller and to Seller's agents, employees, contractors and assignees an irrevocable non-exclusive license running with the Premises (the "License") for access to, on, over, under and across the Premises for the purposes of (i) installing, constructing, operating, owning, maintaining, accessing, removing and replacing the System; (ii) performing all of Seller's obligations and enforcing all of Seller's rights set forth in this Agreement; and (iii) installing, using and maintaining electric lines and

¹ The Agreement provides for access to the Premises through a license. However, it is recognized that certain Sellers may prefer for access to the Premises to be provided through a lease or sublease.

equipment, including inverters and meters necessary to interconnect the System to Purchaser's electric system at the Facility, to the Utility's electric distribution system, if any, or for any other purpose that may from time to time be useful or necessary in connection with the construction, installation, operation, maintenance or repair of the System. Seller shall notify Purchaser prior to entering the Facility except in situations where there is imminent risk of damage to persons or property. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "**License Term**"). During the License Term, Purchaser shall ensure that Seller's rights under the License and Seller's access to the Premises and the Facility are preserved and protected. Purchaser shall not interfere with nor shall permit any third parties to interfere with such rights or access. The grant of the License shall survive termination of this Agreement by either Party. At request of Seller, Purchaser shall execute a memorandum of License, and which shall be in form and substance set forth **Exhibit 5**, or other form agreed to by the parties. Seller may, at its sole cost and expense, record such memorandum of License with the appropriate land registry or recorder's office.

- b. **OSHA Compliance.** Both parties shall ensure that all Occupational Safety and Health Act (OSHA) requirements and other similar applicable safety laws or codes are adhered to in their performance under this Agreement.
- c. **Maintenance of Facility.** Purchaser shall, at its sole cost and expense, maintain the Facility in good condition and repair. Purchaser will ensure that the Facility remains interconnected to the Utility's electric distribution system at all times and will not cause cessation of electric service to the Facility from the Utility. Purchaser is fully responsible for the maintenance and repair of the Facility's electrical system and of all of Purchaser's equipment that utilizes the System's outputs. Purchaser shall properly maintain in full working order all of Purchaser's electric supply or generation equipment that Purchaser may shut down while utilizing the System. Purchaser shall promptly notify Seller of any matters of which it is aware pertaining to any damage to or loss of use of the System or that could reasonably be expected to adversely affect the System.
- d. **No Alteration of Facility.** Purchaser shall not make any alterations or repairs to the Facility which could adversely affect the operation and maintenance of the System without Seller's prior written consent. If Purchaser wishes to make such alterations or repairs, Purchaser shall give prior written notice to Seller, setting forth the work to be undertaken (except for emergency repairs, for which notice may be given by telephone), and give Seller the opportunity to advise Purchaser in making such alterations or repairs in a manner that avoids damage to the System, but, notwithstanding any such advice, Purchaser shall be responsible for all damage to the System caused by Purchaser or its contractors. To the extent that temporary disconnection or removal of the System is necessary to perform such alterations or repairs, such work and any replacement of the System after completion of Purchaser's alterations and repairs, shall be done by Seller or its contractors at Purchaser's cost. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during such disconnection or removal; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during such disconnection or removal; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during such disconnection or removal; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during such disconnection or removal. Determination of the amount of energy that would have been produced during any disconnection or removal shall be in accordance with the procedures in Section 10(b). All of Purchaser's alterations and repairs will be done in a good and workmanlike manner and in compliance with all applicable laws, codes and permits.
- e. **Outages.** Purchaser shall be permitted to be off line for a total of **forty-eight (48)** daylight hours (each, a "**Scheduled Outage**") per calendar year during the Term, during which hours Purchaser shall not be obligated to accept or pay for electricity from the System; provided, however, that Purchaser must notify Seller in writing of each such Scheduled Outage at least forty-eight (48) hours in advance of the commencement of a Scheduled Outage. In the event that Scheduled Outages exceed a total of forty-eight (48) daylight hours per calendar year or there are unscheduled outages, in each case for a reason other than a Force Majeure event, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the outage; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the outage; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the outage; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the outage.

Determination of the amount of energy that would have been produced during the removal or disconnection shall be in accordance with the procedures in Section 10(b).

- f. **Liens.** Purchaser shall not directly or indirectly cause, create, incur, assume or allow to exist any mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on or with respect to the System or any interest therein. Purchaser shall immediately notify Seller in writing of the existence of any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim, shall promptly cause the same to be discharged and released of record without cost to Seller, and shall indemnify Seller against all costs and expenses (including reasonable attorneys' fees) incurred in discharging and releasing any such mortgage, pledge, lien, charge, security interest, encumbrance or other claim. Notwithstanding anything else herein to the contrary, pursuant to Section 19.a, Seller may grant a lien on the System and may assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party.
- g. **Security.** Purchaser shall be responsible for using commercially reasonable efforts to maintain the physical security of the Facility and the System against known risks and risks that should have been known by Purchaser. Purchaser will not conduct activities on, in or about the Premises or the Facility that have a reasonable likelihood of causing damage, impairment or otherwise adversely affecting the System.
- h. **Insolation.** Purchaser understands that unobstructed access to sunlight ("**Insolation**") is essential to Seller's performance of its obligations and a material term of this Agreement. Purchaser shall not in any way cause and, where possible, shall not in any way permit any interference with the System's Insolation. If Purchaser becomes aware of any activity or condition that could diminish the Insolation of the System, Purchaser shall notify Seller immediately and shall cooperate with Seller in preserving the System's existing Insolation levels. The Parties agree that reducing Insolation would irreparably injure Seller, that such injury may not be adequately compensated by an award of money damages, and that Seller is entitled to seek specific enforcement of this Section 8(h) against Purchaser.
- i. **Data Line.** Purchaser shall provide Seller a high speed internet data line during the Term to enable Seller to record the electric energy generated by the System. If Purchaser fails to provide such high speed internet data line, or if such line ceases to function and is not repaired, Seller may reasonably estimate the amount of electric energy that was generated and invoice Purchaser for such amount in accordance with Section 4.
- j. **Breakdown Notice.** Purchaser shall notify Seller within twenty-four (24) hours following the discovery by it of (i) any material malfunction in the operation of the System; or (ii) any occurrences that could reasonably be expected to adversely affect the System. Purchaser shall notify Seller immediately upon (i) an interruption in the supply of electrical energy from the System; or (ii) the discovery of an emergency condition respecting the System. Purchaser and Seller shall each designate personnel and establish procedures such that each Party may provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

9. **Change in Law.**

"**Change in Law**" means (i) the enactment, adoption, promulgation, modification or repeal after the Effective Date of any applicable law or regulation; (ii) the imposition of any material conditions on the issuance or renewal of any applicable permit after the Effective Date of this Agreement (notwithstanding the general requirements contained in any applicable Permit at the time of application or issue to comply with future laws, ordinances, codes, rules, regulations or similar legislation), or (iii) a change in any utility rate schedule or tariff approved by any Governmental Authority which in the case of any of (i), (ii) or (iii), establishes requirements affecting owning, supplying, constructing, installing, operating or maintaining the System, or other performance of the Seller's obligations hereunder and which has a material adverse effect on the cost to Seller of performing such obligations; provided, that a change in federal, state, county or any other tax law after the Effective Date of this Agreement shall not be a Change in Law pursuant to this Agreement.

If any Change in Law occurs that has a material adverse effect on the cost to Seller of performing its obligations under this Agreement, then the Parties shall, within thirty (30) days following receipt by Purchaser from Seller of notice of such Change in Law, meet and attempt in good faith to negotiate amendments to this Agreement as are reasonably necessary to preserve the economic value of this Agreement to both Parties. If the Parties are unable to agree upon such amendments within such thirty (30) day period, then Seller shall have the right to terminate this Agreement without further liability to either Party except with respect to payment of amounts accrued prior to termination.

10. **Relocation of System.**

- a. System Relocation. If Purchaser ceases to conduct business operations at the Facility, or otherwise vacates the Facility prior to the expiration of the Term, Purchaser shall have the option to provide Seller with a mutually agreeable substitute premises located within the same utility district as the terminated System or in a location with similar utility rates and Insolation. Purchaser shall provide written notice at least sixty (60) days but not more than one hundred eighty (180) days prior to the date that it wants to make this substitution. In connection with such substitution, Purchaser shall execute an amended agreement that shall have all of the same terms as this Agreement except for the (i) Effective Date; (ii) License, which will be amended to grant rights in the real property where the System relocated to; and (iii) Term, which will be equal to the remainder of the Term of this Agreement calculated starting at the shutdown of the System pursuant to such relocation, and shall toll until the relocated System achieves commercial operation of such new location. Such amended agreement shall be deemed to be a continuation of this Agreement without termination. In addition, Purchaser shall be obligated to provide a new executed and notarized easement agreement covering the substitute premises in form and content substantially similar to the Easement Agreement. Purchaser shall also provide any new consents, estoppels, or acknowledgments reasonably required by Financing Parties in connection with the substitute premises.
- b. Costs of Relocation. Purchaser shall pay all costs associated with relocation of the System, including all costs and expenses incurred by or on behalf of Seller in connection with removal of the System from the Facility and installation and testing of the System at the substitute facility and all applicable interconnection fees and expenses at the substitute facility, as well as costs of new title search and other out-of-pocket expenses connected to preserving and refiling the security interests of Seller's Financing Parties in the System. In addition, Purchaser shall pay Seller an amount equal to the sum of (i) payments that Purchaser would have made to Seller hereunder for electric energy that would have been produced by the System during the relocation; (ii) revenues that Seller would have received with respect to the System under the any rebate program and any other assistance program with respect to electric energy that would have been produced during the relocation; ; (iii) revenues from Environmental Attributes that Seller would have received with respect to electric energy that would have been produced by the System during the relocation; and (iv) Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) would have received with respect to electric energy that would have been produced by the System during the relocation. Determination of the amount of energy that would have been produced during the relocation shall be based, during the first Contract Year, on the estimated levels of production and, after the first Contract Year, based on actual operation of the System in the same period in the previous Contract Year, unless Seller and Purchaser mutually agree to an alternative methodology. "Contract Year" means the twelve month period beginning at 12:00 AM on the Commercial Operation Date or on any anniversary of the Commercial Operation Date and ending at 11:59 PM on the day immediately preceding the next anniversary of the Commercial Operation Date, provided that the first Contract Year shall begin on the Commercial Operation Date.
- c. Adjustment for Insolation; Termination. Seller shall remove the System from the vacated Facility prior to the termination of Purchaser's ownership, lease or other rights to use such Facility. Seller will not be required to restore the Facility to its prior condition but shall promptly pay Purchaser for any damage caused by Seller during removal of the System, but not for normal wear and tear. If the substitute facility has inferior Insolation as compared to the original Facility, Seller shall have the right to make an adjustment to Exhibit 1 such that Purchaser's payments to Seller are the same as if the System were located at the original Facility, increased to the extent necessary to compensate Seller for reduced revenues from Environmental Attributes and reduced Tax Credits that Seller (or, if Seller is a pass-through entity for tax purposes, Seller's owners) receive as a result of the relocation. If Purchaser is unable to provide such substitute facility and to relocate the System as provided, any early termination will be treated as a default by Purchaser.

11. Removal of System at Expiration.

Upon the expiration or earlier termination of this Agreement (provided Purchaser does not exercise its purchase option), Seller shall, at its expense, remove all of its tangible property comprising the System from the Facility on a mutually convenient date, but in no event later than [REDACTED] days after the expiration of the Term. Excluding ordinary wear and tear, the Facility shall be returned to its original condition including the removal of System mounting pads or other support structures. In no case shall Seller's removal of the System affect the integrity of Purchaser's roof, which shall be as leak proof as it was prior to removal of the System and shall be flashed and/or patched to existing roof specifications. Seller shall leave the Facility in neat and clean order. If Seller fails to remove or commence substantial efforts to remove the System by such agreed upon date, Purchaser shall have the right, at its option, to remove the System to a public warehouse and restore the Facility to its original condition (other than ordinary wear and tear) at Seller's cost. Purchaser shall provide sufficient space for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during System removal.

12. Measurement.

Seller shall install one or more meter(s), as Seller deems appropriate, at or immediately before the Delivery Point to measure the output of the System. Such meter shall meet the general commercial standards of the solar photovoltaic industry or the required standard of the Utility. Seller shall maintain the meter(s) in accordance with industry standards.

13. Default, Remedies and Damages.

a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below shall be deemed to be the “**Defaulting Party**”, the other Party shall be deemed to be the “**Non-Defaulting Party**”, and each event of default shall be a “**Default Event**”:

- i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay (“**Payment Default**”);
- ii. failure of a Party to substantially perform any other material obligation under this Agreement within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that such thirty (30) day cure period shall be extended (but not beyond ninety (90) days) if and to the extent reasonably necessary to cure the Default Event, if (A) the Defaulting Party initiates such cure within the thirty (30) day period and continues such cure to completion and (B) there is no material adverse effect on the Non-Defaulting Party resulting from the failure to cure the Default Event;
- iii. if any representation or warranty of a Party proves at any time to have been incorrect in any material respect when made and is material to the transactions contemplated hereby, if the effect of such incorrectness is not cured within thirty (30) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
- iv. Purchaser loses its rights to occupy and enjoy the Premises;
- v. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect, and, if any such bankruptcy or other proceedings were initiated by a third party, if such proceedings have not been dismissed within sixty (60) days following receipt of a written notice from the Non-Defaulting Party demanding such cure; or
- vi. Purchaser prevents Seller from installing the System or otherwise failing to perform in a way that prevents the delivery of electric energy from the System. Such Default Event shall not excuse Purchaser’s obligations to make payments that otherwise would have been due under this Agreement.

b. Remedies.

i. Remedies for Payment Default. If a Payment Default occurs, the Non-Defaulting Party may suspend performance of its obligations under this Agreement. Further, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages.

ii. Remedies for Other Defaults. On the occurrence of a Default Event other than a Payment Default, the Non-Defaulting Party may (A) at any time during the continuation of the Default Event, terminate this Agreement or suspend its performance of its obligations under this Agreement, upon five (5) days prior written notice to the Defaulting Party, and (B) pursue any remedy under this Agreement, at law or in equity, including an action for damages. Nothing herein shall limit either Party’s right to collect damages upon the occurrence of a breach or a default by the other Party that does not become a Default Event. If Purchaser terminates this contract without cause prior to commencement of System installation a five thousand dollar (\$5,000) design cancellation fee shall also apply in addition to any other remedy available to Seller.

iii. Damages Upon Termination by Default. Upon a termination of this Agreement by the Non-Defaulting Party as a result of a Default Event by

the Defaulting Party, the Defaulting Party shall pay a Termination Payment to the Non-Defaulting Party determined as follows (the "Termination Payment"):

A. Purchaser. If Purchaser is the Defaulting Party and Seller terminates this Agreement, the Termination Payment to Seller shall be equal to [for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto] [the sum of (1) reasonable compensation, on a net after tax basis assuming a tax rate of thirty five percent (35%), for the loss or recapture of (a) the investment tax credit equal to thirty percent (30%) of the System value; (b) MACRS accelerated depreciation equal to eighty five percent (85%) of the System value, (c) loss of any Environmental Attributes or Environmental Incentives that accrue or are otherwise assigned to Seller pursuant to the terms of this Agreement (Seller shall furnish Purchaser with a detailed calculation of such compensation if such a claim is made), (d) other financing and associated costs not included in (a), (b) and (c); (2) the net present value (using a discount rate of ([] %)) of the projected payments over the Term post-termination, had the Term remained effective for the full Initial Term, (3) removal costs as provided in Section 13(b)(iii)(C) and (4) any and all other amounts previously accrued under this Agreement and then owed by Purchaser to Seller.] [The Parties agree that actual damages to Seller in the event this Agreement terminates prior to the expiration of the Term as the result of a Default Event by Purchaser would be difficult to ascertain, and the applicable Termination Payment is a reasonable approximation of the damages suffered by Seller as a result of early termination of this Agreement.] The Termination Payment shall not be less than zero.

B. Seller. If Seller is the Defaulting Party and Purchaser terminates this Agreement, the Termination Payment to Purchaser shall be equal to the sum of (1) the net present value (using a discount rate of ([] %)) of the excess, if any, of the reasonably expected cost of electric energy from the Utility over the Contract Price for the reasonably expected production of the System for the remainder of the Initial Term or the then current Additional Term, as applicable; (2) all costs reasonably incurred by Purchaser in re-converting its electric supply to service from the Utility; (3) any removal costs incurred by Purchaser, and (4) any and all other amounts previously accrued under this Agreement and then owed by Seller to Purchaser. The Termination Payment shall not be less than zero².

C. Obligations Following Termination. If a Non-Defaulting Party terminates this Agreement pursuant to this Section 13(b), then following such termination, Seller shall, at the sole cost and expense of the Defaulting Party, remove the equipment (except for mounting pads and support structures) constituting the System. The Non-Defaulting Party shall take all commercially reasonable efforts to mitigate its damages as the result of a Default Event.

14. Representations, Warranties and Covenants.

- a. General Representations and Warranties. Each Party represents and warrants to the other the following as of the Effective Date:
- i. Such Party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such Party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such Party, enforceable against such Party in accordance with its terms (except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally).
 - ii. Such Party has obtained all licenses, authorizations, consents and approvals required by any Governmental Authority or other third party and necessary for such Party to own its assets, carry on its business and to execute and deliver this Agreement; and such Party is in compliance with all laws that relate to this Agreement in all material respects.

² If Purchaser is also taking the Environmental Attributes, the cost of replacement Environmental Attributes will also have to be taken into account.

- b. **Purchaser's Representations, Warranties and Covenants.** Purchaser represents and warrants to Seller the following as of the Effective Date and covenants that throughout the Term:
- i. **License.** Purchaser has title to or a leasehold or other property interest in the Premises. Purchaser has the full right, power and authority to grant the License contained in Section 8(a). Such grant of the License does not violate any law, ordinance, rule or other governmental restriction applicable to Purchaser or the Facility and is not inconsistent with and will not result in a breach or default under any agreement by which Purchaser is bound or that affects the Facility. If Purchaser does not own the Premises or Facility, Purchaser has obtained all required consents from the owner of the Premises and/or Facility to grant the License and enter into and perform its obligations under this Agreement.
 - ii. **Other Agreements.** Neither the execution and delivery of this Agreement by Purchaser nor the performance by Purchaser of any of its obligations under this Agreement conflicts with or will result in a breach or default under any agreement or obligation to which Purchaser is a party or by which Purchaser or the Facility is bound.
 - iii. **Accuracy of Information.** All information provided by Purchaser to Seller, as it pertains to the Facility's physical configuration, Purchaser's planned use of the Facility, and Purchaser's estimated electricity requirements, is accurate in all material respects.
 - iv. **Purchaser Status.** Purchaser is not a public utility or a public utility holding company and is not subject to regulation as a public utility or a public utility holding company.
 - v. **Hazardous Substances.** There are no Hazardous Substances at, on, above, below or near the Premises.
 - vi. **No Pool Use.** No electricity generated by the System will be used to heat a swimming pool.
 - vii. **Oregon Only:** The electricity generated by the System will be used solely for commercial and business purposes. No portion of the electricity generated will be used for personal, family, household or agricultural purposes.

15. System and Facility Damage and Insurance.

a. **System and Facility Damage.**

- i. **Seller's Obligations.** If the **System** is damaged or destroyed other than by Purchaser's gross negligence or willful misconduct, Seller shall promptly repair and restore the System to its pre-existing condition; provided, however, that if more than fifty percent (50%) of the System is destroyed during the last five (5) years of the Initial Term or during any Additional Term, Seller shall not be required to restore the System, but may instead terminate this Agreement, unless Purchaser agrees (A) to pay for the cost of such restoration of the System or (B) to purchase the System "AS-IS" at the greater of (1) the Fair Market Value of the System and (2) [the sum of the amounts described in Section 13.b.iii.A)(1) and Section 13.b.iii.A)(3)] [for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached hereto].
- ii. **Purchaser's Obligations.** If the **Facility** is damaged or destroyed by casualty of any kind or any other occurrence other than Seller's gross negligence or willful misconduct, such that the operation of the System and/or Purchaser's ability to accept the electric energy produced by the System are materially impaired or prevented, Purchaser shall promptly repair and restore the Facility to its pre-existing condition; provided, however, that if more than 50% of the Facility is destroyed during the last five years of the Initial Term or during any Additional Term, Purchaser may elect either (A) to restore the Facility or (B) to pay the Termination Payment and all other costs previously accrued but unpaid under this Agreement and thereupon terminate this Agreement.

b. **Insurance Coverage.** At all times during the Term, Seller and Purchaser shall maintain the following insurance:

- i. **Seller's Insurance.** Seller shall maintain (A) property insurance on the System for the replacement cost thereof, (B) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate, (C) employer's liability insurance with coverage of at least \$1,000,000 and (iv) workers' compensation insurance as required by law.

- ii. **Purchaser's Insurance.** Purchaser shall maintain commercial general liability insurance with coverage of at least _____ dollars (\$) per occurrence and _____ dollars (\$) annual aggregate.
- c. **Policy Provisions.** All insurance policies provided hereunder shall (i) contain a provision whereby the insurer agrees to give the party not providing the insurance (A) not less than ten (10) days written notice before the insurance is cancelled, or terminated as a result of non-payment of premiums, or (B) not less than thirty (30) days written notice before the insurance is otherwise cancelled or terminated, (ii) be written on an occurrence basis, and (iii) be maintained with companies either rated no less than A-VII as to Policy Holder's Rating in the current edition of A.M. Best's Insurance Guide or otherwise reasonably acceptable to the other party.
- d. **Certificates.** Upon the other Party's request each Party shall deliver the other Party certificates of insurance evidencing the above required coverage. A Party's receipt, review or acceptance of such certificate shall in no way limit or relieve the other Party of the duties and responsibilities to maintain insurance as set forth in this Agreement.
- e. **Deductibles.** Unless and to the extent that a claim is covered by an indemnity set forth in this Agreement, each Party shall be responsible for the payment of its own deductibles.

16. Ownership; Option to Purchase.

- a. **Ownership of System.** Throughout the Term (except as otherwise permitted in Section 19), Seller shall be the legal and beneficial owner of the System at all times, including all Environmental Attributes (unless otherwise specified on Exhibit 1), and the System shall remain the personal property of Seller and shall not attach to or be deemed a part of, or fixture to, the Facility or the Premises. Each of the Seller and Purchaser agree that the Seller (or the designated assignee of Seller permitted under Section 19) is the tax owner of the System and all tax filings and reports will be filed in a manner consistent with this Agreement. The System shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Purchaser covenants that it will use commercially reasonable efforts to place all parties having an interest in or a mortgage, pledge, lien, charge, security interest, encumbrance or other claim of any nature on the Facility or the Premises on notice of the ownership of the System and the legal status or classification of the System as personal property. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the System as a fixture of the Premises, Purchaser shall provide a disclaimer or release from such lienholder. If Purchaser is the fee owner of the Premises, Purchaser consents to the filing of a disclaimer of the System as a fixture of the Premises in the office where real estate records are customarily filed in the jurisdiction where the Facility is located. If Purchaser is not the fee owner, Purchaser will obtain such consent from such owner. Upon request, Purchaser agrees to deliver to Seller a non-disturbance agreement in a form reasonably acceptable to Seller from the owner of the Facility (if the Facility is leased by Purchaser), any mortgagee with a lien on the Premises, and other Persons holding a similar interest in the Premises. To the extent that Purchaser does not own the Premises or Facility, Purchaser shall provide to Seller immediate written notice of receipt of notice of eviction from the Premises or Facility or termination of Purchaser's lease of the Premises and/or Facility.
- b. **Option to Purchase.** At the end of the [] and [] Contract Years³, and at the end of the Initial Term and each Additional Term, so long as Purchaser is not in default under this Agreement, Purchaser may purchase the System from Seller on any such date for a purchase price equal to the Fair Market Value of the System. Purchaser must provide a notification to Seller of its intent to purchase at least ninety (90) days and not more than one hundred eighty (180) days prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable, and the purchase shall be complete prior to the end of the applicable Contract Year or the Initial Term or Additional Term, as applicable. Any such purchase shall be on an as-is, where-is basis, and Seller shall not provide any warranty or other guarantee regarding the performance of the System, provided, however, that Seller shall assign to Purchaser any manufacturers warranties that are in effect as of the purchase, and which are assignable pursuant to their terms.
- c. **Determination of Fair Market Value.** "Fair Market Value" means, in Seller's reasonable determination, the greater of: (i) the amount that would be paid in an arm's length, free market transaction, for cash, between an informed, willing seller and an informed willing buyer, neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age, condition and performance of the System and advances in solar technology, provided that installed equipment shall be valued on an installed basis, shall not be valued as scrap if it is functioning and in good condition and costs of removal from a current location shall not be a deduction from the valuation, and (ii) **for any given Contract Year, the amount set forth on Exhibit 4, Attachment A attached**

³ Up to two option dates can be offered during the term, but for tax reasons, the first can be no earlier than the end of the sixth Contract Year.

hereto) [the present value (using a discount rate of [] percent ([]%))] of all associated future income streams expected to be received by Seller arising from the operation of the System for the remaining term of the Agreement including but not limited to the expected price of electricity, Environmental Attributes, and Tax Credits and factoring in future costs and expenses associated with the System avoided]. Seller shall determine Fair Market Value within thirty (30) days after Purchaser has exercised its option to Purchase the System. Seller shall give written notice to Purchaser of such determination, along with a full explanation of the calculation of Fair Market Value, including without limitation, an explanation of all assumptions, figures and values used in such calculation and factual support for such assumptions, figures and values. If Purchaser reasonably objects to Seller's determination of Fair Market Value within thirty (30) days after Seller has provided written notice of such determination, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry to determine the Fair Market Value of the System. Such appraiser shall act reasonably and in good faith to determine the Fair Market Value of the System based on the formulation set forth herein, and shall set forth such determination in a written opinion delivered to the Parties. The valuation made by the appraiser shall be binding upon the Parties in the absence of fraud or manifest error. The costs of the appraisal shall be borne by the Parties equally. Upon purchase of the System, Purchaser will assume complete responsibility for the operation and maintenance of the System and liability for the performance of the System, and Seller shall have no further liabilities or obligations hereunder.

17. Indemnification and Limitations of Liability.

- a. **General.** Each Party (the "**Indemnifying Party**") shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof (collectively, the "**Indemnified Parties**"), from and against all loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any third party actions relating to the breach of any representation or warranty set forth in Section 14 and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnifying Party (or its contractors, agents or employees) in connection with this Agreement; provided, however, that nothing herein shall require the Indemnifying Party to indemnify the Indemnified Party for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Indemnified Party. This Section 17(a) however, shall not apply to liability arising from any form of hazardous substances or other environmental contamination, such matters being addressed exclusively by Section 17(c).
- b. **Notice and Participation in Third Party Claims.** The Indemnified Party shall give the Indemnifying Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Indemnifying Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party. The Indemnified Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Indemnifying Party. The Indemnifying Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Indemnified Party may also, at the sole cost and expense of the Indemnifying Party, assume the defense of any Claim if the Indemnifying Party fails to assume the defense of the Claim within a reasonable time. Neither Party shall settle any Claim covered by this Section 17(b) unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall have no liability under this Section 17(b) for any Claim for which such notice is not provided if that the failure to give notice prejudices the Indemnifying Party.
- c. **Environmental Indemnification.** Seller shall indemnify, defend and hold harmless all of Purchaser's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance (as defined in Section 17(c)(i)) to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Purchaser shall indemnify, defend and hold harmless all of Seller's Indemnified Parties from and against all Liabilities arising out of or relating to the existence at, on, above, below or near the Premises of any Hazardous Substance, except to the extent deposited, spilled or otherwise caused by Seller or any of its contractors or agents. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises or the Premises generally or any deposit, spill or release of any Hazardous Substance.
 - i. "**Hazardous Substance**" means any chemical, waste or other substance (A) which now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants,"

“regulated substances,” or words of similar import under any laws pertaining to the environment, health, safety or welfare, (B) which is declared to be hazardous, toxic, or polluting by any Governmental Authority, (C) exposure to which is now or hereafter prohibited, limited or regulated by any Governmental Authority, (D) the storage, use, handling, disposal or release of which is restricted or regulated by any Governmental Authority, or (E) for which remediation or cleanup is required by any Governmental Authority.

d. Limitations on Liability.

- i. No Consequential Damages. Except with respect to indemnification for third party claims pursuant to this Section 17 and damages that result from the willful misconduct of a Party, neither Party nor its directors, officers, shareholders, partners, members, agents and employees subcontractors or suppliers shall be liable for any indirect, special, incidental, exemplary, or consequential loss or damage of any nature arising out of their performance or non-performance hereunder even if advised of such. The Parties agree that (1) in the event that Seller is required to recapture any Tax Credits or other tax benefits as a result of a breach of this Agreement by Purchaser, such recaptured amount shall be deemed to be direct and not indirect or consequential damages, and (ii) in the event that Seller is retaining the Environmental Attributes produced by the System, and a breach of this Agreement by Purchaser causes Seller to lose the benefit of sales of such Environmental Attributes to third parties, the amount of such lost sales shall be direct and not indirect or consequential damages.
- ii. Actual Damages. Except with respect to indemnification for third party claims pursuant to Section 26 and damages that result from the willful misconduct of Seller, Seller’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance of this Agreement shall not exceed the total payments made (or, as applicable, projected to be made) by Purchaser under this Agreement. The provisions of this Section (17)(d)(ii) shall apply whether such liability arises in contract, tort (including negligence), strict liability or otherwise. Any action against Seller must be brought within one (1) year after the cause of action accrues.

18. Force Majeure.

- a. “**Force Majeure**” means any event or circumstances beyond the reasonable control of and without the fault or negligence of the Party claiming Force Majeure. It shall include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of god; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any Governmental Authority (provided that such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any Governmental Authority (provided that such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, equipment, supplies or products (but not to the extent that any such availability of any of the foregoing results from the failure of the Party claiming Force Majeure to have exercised reasonable diligence); and failure of equipment not utilized by or under the control of the Party claiming Force Majeure.
- b. Except as otherwise expressly provided to the contrary in this Agreement, if either Party is rendered wholly or partly unable to timely perform its obligations under this Agreement because of a Force Majeure event, that Party shall be excused from the performance affected by the Force Majeure event (but only to the extent so affected) and the time for performing such excused obligations shall be extended as reasonably necessary; provided, that: (i) the Party affected by such Force Majeure event, as soon as reasonably practicable after obtaining knowledge of the occurrence of the claimed Force Majeure event, gives the other Party prompt oral notice, followed by a written notice reasonably describing the event; (ii) the suspension of or extension of time for performance is of no greater scope and of no longer duration than is required by the Force Majeure event; and (iii) the Party affected by such Force Majeure event uses all reasonable efforts to mitigate or remedy its inability to perform as soon as reasonably possible. The Term shall be extended day for day for each day performance is suspended due to a Force Majeure event.
- c. Notwithstanding anything herein to the contrary, the obligation to make any payment due under this Agreement shall not be excused by a Force Majeure event that solely impacts Purchaser’s ability to make payment.
- d. If a Force Majeure event continues for a period of [REDACTED] days or more within a twelve (12) month period and prevents a material part of the performance by a Party hereunder, then at any time during the continuation of the Force Majeure event, the Party not

claiming the Force Majeure shall have the right to terminate this Agreement without fault or further liability to either Party (except for amounts accrued but unpaid).

19. Assignment and Financing.

- a. **Assignment.** This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Seller may, without the prior written consent of Purchaser, (i) assign, mortgage, pledge or otherwise collaterally assign its interests in this Agreement and the System to any Financing Party, (ii) directly or indirectly assign this Agreement and the System to an affiliate or subsidiary of Seller, (iii) assign this Agreement and the System to any entity through which Seller is obtaining financing or capital for the System and (iv) assign this Agreement and the System to any person succeeding to all or substantially all of the assets of Seller (provided that Seller shall be released from liability hereunder as a result of any of the foregoing permitted assignments only upon assumption of Seller's obligations hereunder by the assignee). In the event of any such assignment, the Seller shall be released from all its liabilities and other obligations under this Agreement. However, any assignment of Seller's right and/or obligations under this Agreement, shall not result in any change to Purchaser's rights and obligations under this Agreement. Purchaser's consent to any other assignment shall not be unreasonably withheld if Purchaser has been provided with reasonable proof that the proposed assignee (x) has comparable experience in operating and maintaining photovoltaic solar systems comparable to the System and providing services comparable to those contemplated by this Agreement and (y) has the financial capability to maintain the System and provide the services contemplated by this Agreement in the manner required by this Agreement. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.
- b. **Financing.** The Parties acknowledge that Seller may obtain construction and long-term financing or other credit support from one or more Financing Parties. "**Financing Parties**" means person or persons providing construction or permanent financing to Seller in connection with construction, ownership, operation and maintenance of the System, or if applicable, means, if applicable, any person to whom Seller has transferred the ownership interest in the System, subject to a leaseback of the System from such person. Both Parties agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by the Financing Parties; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 19(a)(i)-(iv), Purchaser agrees to execute any consent, estoppel or acknowledgement in form and substance reasonably acceptable to such Financing Parties.
- c. **Successor Servicing.** The Parties further acknowledge that in connection with any construction or long term financing or other credit support provided to Seller or its affiliates by Financing Parties, that such Financing Parties may require that Seller or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the System and/or administrative services with respect to this Agreement (the "**Successor Provider**"). Purchaser agrees to accept performance from any Successor Provider so appointed so long as such Successor Provider performs in accordance with the terms of this Agreement.

20. Confidentiality and Publicity.

- a. **Confidentiality.** If either Party provides confidential information, including business plans, strategies, financial information, proprietary, patented, licensed, copyrighted or trademarked information, and/or technical information regarding the design, operation and maintenance of the System or of Purchaser's business ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information regarding the facilities or plans of the other, the receiving Party shall (a) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information, and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement, including but not limited to obtaining financing for the System. Notwithstanding the above, a Party may provide such Confidential Information to its, officers, directors, members, managers, employees, agents, contractors and consultants (collectively, "**Representatives**"), and affiliates, lenders, and potential assignees of this Agreement (provided and on condition that such potential assignees be bound by a written agreement or legal obligation restricting use and disclosure of Confidential Information). Each such recipient of Confidential Information shall be informed by the Party disclosing Confidential Information of its confidential nature and shall be directed to treat such information confidentially and shall agree to abide by these provisions. In any event, each Party shall be liable (with respect to the other Party) for any breach of this provision by any entity to whom that Party improperly discloses Confidential Information. The terms of this Agreement (but not its execution or existence) shall be considered Confidential Information for purposes of this Section 20(a), except as set forth in Section 20(b). All Confidential Information shall remain the property of the disclosing Party and shall be returned to the disclosing Party or destroyed after the

receiving Party's need for it has expired or upon the request of the disclosing Party. Each Party agrees that the disclosing Party would be irreparably injured by a breach of this Section 20(a) by the receiving Party or its Representatives or other person to whom the receiving Party discloses Confidential Information of the disclosing Party and that the disclosing Party may be entitled to equitable relief, including injunctive relief and specific performance, in the event of a breach of the provision of this Section 20(a). To the fullest extent permitted by applicable law, such remedies shall not be deemed to be the exclusive remedies for a breach of this Section 20(a), but shall be in addition to all other remedies available at law or in equity.

- b. **Permitted Disclosures.** Notwithstanding any other provision in this Agreement, neither Party shall be required to hold confidential any information that (i) becomes publicly available other than through the receiving Party, (ii) is required to be disclosed to a Governmental Authority under applicable law or pursuant to a validly issued subpoena (but a receiving Party subject to any such requirement shall promptly notify the disclosing Party of such requirement to the extent permitted by applicable law), (iii) is independently developed by the receiving Party or (iv) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality. If disclosure of information is required by a Governmental Authority, the disclosing Party shall, to the extent permitted by applicable law, notify the other Party of such required disclosure promptly upon becoming aware of such required disclosure and shall cooperate with the other Party in efforts to limit the disclosure to the maximum extent permitted by law.

21. **Goodwill and Publicity.** Neither Party shall use any name, trade name, service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of this Agreement, and each Party shall have the right to promptly review, comment upon and approve any publicity materials, press releases or other public statements by the other Party that refer to, or that describe any aspect of, this Agreement. Neither Party shall make any press release or public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law) without the specific prior written consent of the other Party. Without limiting the generality of the foregoing, all public statements must accurately reflect the rights and obligations of the Parties under this Agreement, including the ownership of Environmental Attributes and Environmental Incentives and any related reporting rights.

22. **Miscellaneous Provisions**

- a. **Choice of Law.** The law of the state where the System is located shall govern this Agreement without giving effect to conflict of laws principles.
- b. **Arbitration and Attorneys' Fees.** Any dispute arising from or relating to this Agreement shall be arbitrated in [REDACTED]. The arbitration shall be administered by JAMS in accordance with its Comprehensive Arbitration Rules and Procedures, and judgment on any award may be entered in any court of competent jurisdiction. If the Parties agree, a mediator may be consulted prior to arbitration. The prevailing party in any dispute arising out of this Agreement shall be entitled to reasonable attorneys' fees and costs.
- c. **Notices.** All notices under this Agreement shall be in writing and shall be by personal delivery, facsimile transmission, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and deemed received upon personal delivery, acknowledgment of receipt of electronic transmission, the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices shall be sent to the person identified in this Agreement at the addresses set forth in this Agreement or such other address as either party may specify in writing. Each party shall deem a document faxed, emailed or electronically sent in PDF form to it as an original document.
- d. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement shall survive. For the avoidance of doubt, surviving provisions shall include, without limitation, Section 4 (Representations and Warranties), Section 7(h) (No Warranty), Section 15(b) (Insurance Coverage), Section 17 (Indemnification and Limits of Liability), Section 20 (Confidentiality and Publicity), Section 22(a) (Choice of Law), Section 22 (b) (Arbitration and Attorneys' Fees), Section 22(c) (Notices), Section 22 (g) (Comparative Negligence), Section 22(h) (Non-Dedication of Facilities), Section 22(j) (Service Contract), Section 22(k) (No Partnership), Section 22(l) (Full Agreement, Modification, Invalidity, Counterparts, Captions) and Section 22(n) (No Third Party Beneficiaries).
- e. **Further Assurances.** Each of the Parties hereto agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the

provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

- f. **Right of Waiver.** Each Party, in its sole discretion, shall have the right to waive, defer or reduce any of the requirements to which the other Party is subject under this Agreement at any time (other than with respect to and/or relating to the obligation to make any payment due under this Agreement); provided, however that neither Party shall be deemed to have waived, deferred or reduced any such requirements unless such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing or course of performance. A Party's exercise of any rights hereunder shall apply only to such requirements and on such occasions as such Party may specify and shall in no event relieve the other Party of any requirements or other obligations not so specified. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver. No exercise of any right or remedy under this Agreement by Purchaser or Seller shall constitute a waiver of any other right or remedy contained or provided by law. Any delay or failure of a Party to exercise, or any partial exercise of, its rights and remedies under this Agreement shall not operate to limit or otherwise affect such rights or remedies. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance.
- g. **Comparative Negligence.** It is the intent of the Parties that where negligence is determined to have been joint, contributory or concurrent, each Party shall bear the proportionate cost of any Liability.
- h. **Non-Dedication of Facilities.** Nothing herein shall be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party shall knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party shall assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this agreement. If Seller is reasonably likely to become subject to regulation as a public utility, then the Parties shall use all reasonable efforts to restructure their relationship under this Agreement in a manner that preserves their relative economic interests while ensuring that Seller does not become subject to any such regulation. If the Parties are unable to agree upon such restructuring, Seller shall have the right to terminate this Agreement without further liability, and Seller shall remove the System in accordance with Section 11 of this Agreement.
- i. **Estoppel.** Either Party hereto, without charge, at any time and from time to time, within five (5) business days after receipt of a written request by the other party hereto, shall deliver a written instrument, duly executed, certifying to such requesting party, or any other person specified by such requesting Party: (i) that this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification; (ii) whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and (iii) such other information as may be reasonably requested by the requesting Party. Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.
- j. **Service Contract.** The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Internal Revenue Code of 1986. Purchaser will not take the position on any tax return or in any other filings suggesting that it is anything other than a purchase of electricity from the System.
- k. **No Partnership.** No provision of this Agreement shall be construed or represented as creating a partnership, trust, joint venture, fiduciary or any similar relationship between the Parties. No Party is authorized to act on behalf of the other Party, and neither shall be considered the agent of the other.
- l. **Full Agreement, Modification, Invalidity, Counterparts, Captions.** This Agreement, together with any Exhibits, completely and exclusively states the agreement of the Parties regarding its subject matter and supersedes all prior proposals, agreements, or other communications between the Parties, oral or written, regarding its subject matter. This Agreement may be modified only by a writing signed by both Parties. If any provision of this Agreement is found unenforceable or invalid, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole. In such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The

captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

- m. **Forward Contract.** The transaction contemplated under this Agreement constitutes a “forward contract” within the meaning of the United States Bankruptcy Code, and the Parties further acknowledge and agree that each Party is a “forward contract merchant” within the meaning of the United States Bankruptcy Code.
- n. **No Third Party Beneficiaries.** Except for assignees, Financing Parties, and Successor Providers] permitted under Section 19, this Agreement and all rights hereunder are intended for the sole benefit of the Parties hereto and shall not imply or create any rights on the part of, or obligations to, any other Person.
- o. **Bonding.**
 - i. **Performance bond liability.** Any performance bond issued for a site or system will cease one (1) year from the completion of construction. If a warranty or guarantee is provided under the terms of this Agreement, the balance of any warranty or guarantee beyond one year term of the applicable performance bond shall continue to be guaranteed solely by Seller under the terms of this Agreement. The performance bond does not guarantee any property restorative requirements.
 - ii. **Payment bond liability.** Any payment bond issued will cease at the termination of any time required by law.
 - iii. **Performance Guarantee.** Neither payment bonds, whether for labor or materials, nor performance bonds are applicable to any specified performance guarantee.

Exhibit 4
Attachment A
Termination Payment

Contract Year	Termination Payment Amount
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
After Year 20	Fair Market Value

End of Exhibit 4

Exhibit 5
Form of Memorandum of License

NOTICE OF GRANT OF INTEREST IN REALTY

In accordance with the provisions of [____], notice is hereby given of that Solar Power Purchase Agreement dated as of [____] for purchase and sale of electrical energy (the “**Solar Agreement**”), such Solar Agreement includes the grant of License to Seller, pursuant to the terms of the Solar Agreement. This notice may be executed in counterparts by the Parties to the Solar Agreement.

Parties to the Agreement:

Seller: [____]
[____]
[____]

Purchaser : [____]
[____]
[____]

Date of Execution of Solar Agreement: [____]

Description of Premises: See **Exhibit 5, Attachment A**

TERM OF AGREEMENT:

The term of the Agreement shall be until the last day of the calendar month in which the **twentieth (20th)** anniversary of the Commercial Operation Date (as that term is defined in the Agreement) occurs, subject to any Additional Terms or early termination pursuant to the terms of the Agreement.

[signature pages follow]

Exhibit 5
Attachment A
Description of the Premises

Seller to Complete

IN WITNESS WHEREOF, this Agreement has been executed and delivered under seal on this _____ day of _____, 20__.

Seller:

By: _____
Print Name: _____
Title: _____

Purchaser:

By: _____
Print Name: _____
Title: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

STATE OF _____)
) SS.
COUNTY OF _____)

On _____ before me, _____, Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of [____] that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

End of Exhibit 5

Exhibit 6
Easement Agreement⁴

This EASEMENT AGREEMENT (this "Agreement") is made and entered into this _____ day of _____, 20__ (the "Effective Date"), by and between _____ ("Grantor"), and _____ ("Grantee").

Recitals

A. Grantor is the owner of those certain parcels or tracts of ground located in _____, known as Lot _____, Block _____, and more particularly described by metes and bounds on **Attachment A** attached hereto and incorporated herein (all of which parcels or tracts of ground are referred to herein as the "Premises").

B. Grantor and Grantee entered into a certain Solar Power Purchase Agreement (the "Solar Agreement") pursuant to which the Grantee has agreed to design, construct, install, operate and maintain a certain solar photovoltaic system on the Premises (the "System") for the purpose of providing electric energy to portions of the facilities or facility (the "Facility") located on the Premises.

C. Grantor desires to grant to Grantee the rights described herein for the purposes of designing, installing, operating, maintaining and removing the System on and from the Property.

Agreement

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth below, and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged and confirmed by Grantor, Grantor and Grantee hereby agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys unto Grantee, its successors and assigns, a non-exclusive easement for the period of time set forth herein, across, over, under and above the Facility in order to construct, install, alter, protect, repair, maintain, replace, operate, maintain and remove the System, including any related interconnection equipment and any facilities or equipment appurtenant thereto as Grantee may from time to time require. Grantor also hereby grants and conveys unto Grantee all other easements across, over, under and above the Property as reasonably necessary to provide access to and services reasonably required for Grantee's performance under the Solar Agreement. The easements granted hereunder shall run with and burden the Property for the term of this Agreement.
2. **Term.** This Agreement shall be for a period commencing on the Effective Date and expiring on the date that is the earlier of (a) the thirtieth (30th) anniversary of the Effective Date, and (b): one hundred twenty (120) days following expiration of the term of the Solar Agreement, and (c) earlier termination of the Solar Agreement due to default by Grantee thereunder. No delay or interruption by Grantee in the use or enjoyment of any right or easement hereby granted shall result in the loss, limitation or abandonment of any of the right, title, interest, easement or estate granted hereby.
3. **Obstructions.** In addition to the rights afforded Grantee under the Solar Agreement, Grantee may from time to time remove structures, trees, bushes, or other obstructions within such portions of the Facility, and may level and grade such portions of the Property, to the extent reasonably necessary to carry out the purposes set forth herein; provided that Grantor gives its prior written consent to such removal, leveling or grading, such consent not to be unreasonably withheld, delayed or conditioned. Grantor covenants for itself, its heirs, successors and assigns that:
 - a. Grantor will not build or place, or allow to be built or placed, any structure or obstruction of any kind within such portions of the Facility on which is located any portion of the System, including any related interconnection equipment; and
 - b. if such a structure or obstruction is built or placed within any portion of the Facility on which is located any portion of the System, including any related interconnection equipment, Grantor will remove the same at the request of the Grantee at no cost to the Grantee. Grantee may erect a fence on such portions of the Property or the Facility on which any portion of the System, are located in order to exclude Grantor and others from

⁴ If Grantor and Purchaser are not the same Person, a three-party agreement will be necessary between the Purchaser, the Grantor and the Grantee.

accessing such areas provided that Grantor gives its prior written consent, such consent not to be unreasonably withheld, delayed or conditioned.

4. **Reservation of Rights.** Grantor reserves the right to use or authorize others to use the Property and the Facility in any manner not inconsistent with or which will not unreasonably interfere with the rights granted herein, provided, however, that Grantor shall not, nor shall permit others to, disturb the System, including any related interconnection equipment, in any way without prior written approval of the Grantee.
5. **Title.** Grantor represents and warrants to Grantee that (a) Grantor holds fee simple title to the Premises, free and clear of all liens and any other encumbrances, and (b) no lien or other encumbrance to which the Premises is subject would reasonably be expected to adversely impact Grantee's rights hereunder or under the Solar Agreement. Grantor further represents and warrants to Grantee that Grantor has the right to execute and deliver this Agreement and to grant to Grantee the easements and other rights hereunder, and that such grant does not, and will not, violate or breach Grantor's organizational documents, any law, rule or regulation, or any contract, agreement or arrangement to which Grantor is a party or by or to which any of Grantor's assets or properties, including the Premises or the Facility, is bound or subject. In the event that, after the date of this Agreement, Grantor duly grants a mortgage for additional value (the "**Subsequent Mortgage**"), Grantor shall, prior to and as a condition to the effectiveness of such grant of a mortgage, cause the mortgagee under the Subsequent Mortgage to execute and deliver to the Grantee an agreement, in customary form and in form and substance reasonably acceptable to Grantee, acknowledging the subordination of the Subsequent Mortgage to the grant of the easement pursuant to this Agreement (the "**Subordination Agreement**").
6. **Recordation; Possession.** This Agreement may be recorded against the Property by Grantee at Grantee's sole cost and expense. Grantor covenants and agrees, for itself and its assigns and successors, that the Grantee shall be entitled to exercise its rights under this Agreement upon execution and delivery of this Agreement by the Parties hereto, whether or not this Agreement is recorded.
7. **Governing Law.** This Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of [REDACTED], without regard to conflicts of law principles.
8. **Severability.** All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.
9. **Binding Effect; Successors and Assigns.** Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising in this Agreement in accordance with the terms of the Solar Agreement. Without limiting the generality of the foregoing, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective successors and assigns. This Agreement may be amended, modified or terminated only by written instrument, executed and acknowledged by the Parties hereto.
10. **Headings.** The headings used herein are for convenience only and are not to be used in interpreting this Agreement.
11. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter hereto and supersedes any prior written or oral agreements with respect to the matters described herein.
12. **Amendments; Acknowledgments.** Grantor shall cooperate in amending this Agreement from time to time to include any provision that may be reasonably requested by Grantee's lender, any assignee of rights under this Agreement, or the lender of any assignee hereunder.
13. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

[signature pages follow]

Exhibit 6
Attachment A
Description of the Premises and Facility

Seller to create

IN WITNESS WHEREOF, this Easement Agreement has been executed and delivered under seal on this _____ day of _____, 20__.

GRANTOR:

By: _____
Print Name: _____
Title: _____

GRANTEE:

By: _____
Print Name: _____
Title: _____

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

STATE OF _____ :

ss.

COUNTY OF _____ :

Be it Remembered, that on this ___ day of _____, 20___, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be _____ of _____, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission expires:

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

STATE OF _____:

ss.

COUNTY OF _____:

Be it Remembered, that on this ___ day of _____, 20___, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, who acknowledged him/herself to be _____ of _____, and that he/she as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My Commission expires:

[FOR FORM PURPOSES ONLY – DO NOT EXECUTE]

Attachment D

**Responsible Contractor Verification
and Certification of Compliance**



RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: HealthEast Sports Center Solar Project

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|--|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none"> (i) is in compliance with workers' compensation and unemployment insurance requirements; (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees; (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none"> (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period; (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final; (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees; (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27; (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;*
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,**
- 2) The Company does also verify the statements herein to be true and affirms and acknowledges it's affirmative obligation to the City to notify the City immediately if at any time during the project any statement contained herein becomes untrue or incorrect in any aspect,**
- 3) I have included Attachment A-1 with my company's solicitation response, and**
- 4) if my company is awarded a contract, I will also submit Attachment A-2 as required.**

Authorized Signature of Owner or Officer:

Printed Name:

Title:

Date:

Company Name:

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT TITLE: HealthEast Sports Center Solar Project

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. ...

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2	
<p>By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:</p> <p>All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. Stat. § 16C.285.</p>	
Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	