



Community Solar Garden Subscriber Disclosure Checklist for Minnesota Residential Pay-As-You-Go Subscriptions

This standard document is intended to enable potential Community Solar subscribers in Xcel Energy territory to:

1. Clearly understand where (and whether) a given Community Solar Operator discloses the below-listed relevant terms and conditions in their residential pay-as-you-go subscription agreement; and
2. Identify additional relevant questions they the subscriber may want to ask before signing a residential subscriber agreement.¹

<input checked="" type="checkbox"/>	Subscriber Agreement Items²	Page #
<input type="checkbox"/>	Start date and length of contract term	_____
	Payment terms:	
<input type="checkbox"/>	• All nonrecurring (<i>i.e.</i> , one-time) charges	_____
<input type="checkbox"/>	• All recurring charges (including annual escalator, if any)	_____
<input type="checkbox"/>	• Any other conditions under which recurring charges may increase	_____
	Change in participation:	
<input type="checkbox"/>	• Process for unsubscribing and any associated costs	_____
<input type="checkbox"/>	• Terms and conditions for early termination	_____
<input type="checkbox"/>	Operator contact information for questions and complaints³	_____
<input type="checkbox"/>	Notice to the Subscriber if Community Solar Garden ownership changes hands	_____
<input type="checkbox"/>	Notice of Community Solar Garden service outage	_____
<input type="checkbox"/>	Type and level of insurance, and whether insurance benefits protect Subscribers	_____
<input type="checkbox"/>	Operator’s policy regarding subscriber data privacy	_____
<input type="checkbox"/>	Any other penalties (not covered above) that the Operator may charge to the Subscriber	_____

¹ The Minnesota Public Utility Commission issued an *Order* on April 7, 2014 on Xcel Energy’s Community Solar Garden Program (Minnesota Public Utilities Docket No. E002/M-13-867). The *Order* requires Community Solar Garden operators to disclose all relevant information to prospective subscribers, including the types of information listed herein.

² The Community Solar developer presenting this standard form is expected to fill in the relevant page number for their developer-specific residential subscriber agreement. If the clause is not in the contract the developer will put “N/A” or “None”.

³ Note, Subscribers and potential Subscribers may also file a complaint with the Office of the Attorney General.



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Additional Questions to Ask

- Does the Operator base its solar-production estimate on a methodology, if so, what methodology do they use?
- What landscaping practices does the Operator plan to use under the solar panels (gravel, turf grass, native pollinator mix)?
- Does the Operator's subscriber agreement guaranty a certain level of solar production? A certain level of net-energy-bill savings?
- Does the Operator plan to use a NABCEP-certified solar professional to perform or supervise the construction of the Community Solar garden, along with any upgrades or repairs?
- Does the Operator plan to maintain the Community Solar garden according to industry standards (incl. manufacturers' maintenance recommendations for solar panels, inverters, and other components)?
- Is there a penalty fee if I cease to be a customer of Xcel Energy (*e.g.*, move residence outside of Xcel Energy's service territory)?
- Please note: Potential Subscribers may also request a copy of the standard Solar*Rewards Community contract (between the Operator and Xcel Energy) for review, or access this standard contract online via Xcel's Rate Book, Section 9 at Sheet Nos. 69-88.



Community Solar Garden Subscriber Disclosure Checklist for Minnesota Residential Pre-Paid Subscriptions

- (1) Clearly understand where (and whether) a given Community Solar Operator discloses the below-listed relevant terms and conditions in their residential pre-paid subscription agreement; and
- (2) Identify additional relevant questions they the subscriber may want to ask before signing a residential subscriber agreement.¹

<input checked="" type="checkbox"/> Subscriber Agreement Items²	Page #
<input type="checkbox"/> Start date and length of contract term	_____
Payment terms:	
<input type="checkbox"/> • All nonrecurring (<i>i.e.</i> , one-time) charges	_____
<input type="checkbox"/> • All recurring charges (including annual escalator, if any)	_____
<input type="checkbox"/> • Any other conditions under which recurring charges may increase	_____
Change in participation:	
<input type="checkbox"/> • The process for unsubscribing and any associated costs	_____
<input type="checkbox"/> • Terms and conditions for early termination	_____
<input type="checkbox"/> Operator contact information for questions and complaints³	_____
<input type="checkbox"/> Notice to the Subscriber if Community Solar Garden ownership changes hands	_____
<input type="checkbox"/> Notice of Community Solar Garden service outage	_____
<input type="checkbox"/> Type and level of insurance, and whether insurance benefits protect Subscribers	_____
<input type="checkbox"/> Operator’s policy regarding subscriber data privacy	_____
<input type="checkbox"/> Any other penalties (not covered above) that Operator may charge to the Subscriber	_____

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<input checked="" type="checkbox"/>	Subscriber Agreement Items Continued	Page #
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Production estimate:

- Solar production estimate, and description of the underlying methodology and assumptions _____
- Definition of underperformance and a description of the compensation to be paid by the Operator for any underperformance _____
- Notice of Community Solar Garden service outage, including expected length of outage and loss of production _____
- Proof and description of a long-term maintenance plan including which services the plan includes (module or inverter failures, snow, etc.)** _____
- Demonstration by the Operator that it has sufficient funds to operate and maintain the Community Solar Garden over the term of the agreement.** _____
- Copy of the solar panel warranty (if available)** _____

Additional Questions to Ask

- Does the Operator base its solar-production estimate on a methodology, if so, what methodology do they use?
- What landscaping practices does the Operator plan to use under the solar panels (gravel, turf grass, native pollinator mix)?
- Does the Operator’s subscriber agreement guaranty a certain level of solar production? A certain level of net-energy-bill savings?
- Does the Operator plan to use a NABCEP-certified solar professional to perform or supervise the construction of the Community Solar garden, along with any upgrades or repairs?
- Does the Operator plan to maintain the Community Solar garden according to industry standards (incl. manufacturers’ maintenance recommendations for solar panels, inverters, and other components)?
- Is there a penalty fee if I cease to be a customer of Xcel Energy (e.g., move residence outside of Xcel Energy’s service territory)?
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