



# **2020 Renewable Energy Plan**

Public Service Company of Colorado | June 2019

## **Volume 1**

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Application ID: {!Integration\_Opportunity\_ID\_\_c}

## Solar\*Rewards REC Purchase Contract Customer-Owned PV Systems

This Solar\*Rewards REC Purchase Contract (the "Contract") is made and entered into {!Today\_s\_Date\_\_c}, by and between Public Service Company of Colorado ("Public Service" or "Company"), d/b/a/ Xcel Energy, a Colorado corporation, whose address is 1800 Larimer Street, Denver, Colorado 80202-5533, {!Customer\_Name\_\_c} ("Customer"), each of which may be referred to herein individually as a "Party" or collectively as the "Parties." Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 Code of Colorado Regulations 723-3 (the "Rules"), as of the date of this Contract.

1. **Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, Customer agrees to sell and Public Service agrees to purchase Renewable Energy Credits ("RECs") as described herein. Customer represents and warrants that the photovoltaic solar system (the "PV System") from which the RECs will be generated will be installed by Customer at the Service Address, the Service Address is located within the electric service territory of Public Service, and Customer (or Customer's tenant or other authorized possessor of and customer of record at the Service Address ("Tenant")) will receive electric utility service from Public Service at the Service Address. The PV System will have a rated Direct Current (DC) nameplate capacity of {!NamePlate\_Capacity\_kW\_\_c} kW. Customer shall sell and Public Service agrees to purchase all RECs generated by the PV System at the Service Address for the Term hereof. For purposes of this Contract, the "Service Address" means the address set forth below, as such address may be changed from time to time in accordance with this Contract and as permitted by the Rules. If the Service Address is changed, the Parties will promptly amend this Contract to reflect such change.

Service Address: {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}

2. **Purchase Price.** The purchase price for the RECs hereunder shall be expressed in cents per kilowatt hour (kWh), with one REC being generated for each MWh of power generated by the PV System. Public Service shall pay Customer the price of **\${!Incentive\_\_r.Name} per kWh** of power generated by the PV System in exchange for all RECs attributable to such power. Such purchase price shall be payable in monthly installments, based upon Public Service's receipt of RECs generated by the PV System in the immediately preceding month, in accordance with subsection 5(l) below. REC payments shall be made monthly to Customer until the 240th monthly REC payment (or date of monthly payment even if the owed amount is zero) hereunder, after which no further REC payments shall be made.
3. **Incorporation of Tariff.** The Parties shall abide by, and this Contract shall be subject to, the Company's applicable electric tariffs related to photovoltaic systems or net metering, as applicable, as on file with the Colorado Public Utilities Commission (CPUC) and as they may be revised from time to time. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.
4. **Representations and Warranties.** Customer hereby makes the following representations as of the date hereof, and warranties and covenants to Public Service as of each delivery of RECs to Public Service during the Term:
  - a. The person signing this Contract on behalf of Customer is individually authorized and competent to sign this Contract and to bind Customer to the terms hereof.
  - b. Customer will own the PV System, and Customer or Customer's Tenant is the person or entity in whose name electric service is listed at the Service Address, and the PV System will be located at the Service Address.
  - c. The primary business at the Service Address is not and will not be the generation of electricity for retail or wholesale sale.
  - d. The proposed PV System nameplate capacity in kilowatts (kW) DC does not and will not exceed the Service Address service entrance capacity.

- e. The PV System is and will be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. Customer acknowledges that Public Service's Solar\*Rewards Program is only available to PV systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.

5. Terms and Conditions.

- a. Customer shall ensure that the PV System equipment installed at the Service Address is new equipment and meets all applicable codes, standards, and regulatory requirements at the time of installation.
- b. "Substantial Completion" is achieved when (i) 100% of the nameplate capacity of the PV System is installed, (ii) the PV System has operated without experiencing any abnormal or unsafe operating conditions, (iii) all permits necessary to authorize the production and, if applicable, delivery to Public Service of Renewable Energy generated by the PV System have been obtained; and (iv) any necessary Interconnection Agreement with Public Service has been entered into for purposes of connecting the PV System to Public Service's electric system. From the date that the Customer has both submitted the PV System application and paid the application deposit (the "Application Date"), Customer shall cause the PV System to achieve Substantial Completion within (I) twelve (12) months following the Application Date, if the PV System is twenty five (25) kW or less, or (II) eighteen (18) months following the Application Date, if the PV System is larger than twenty five (25) kW (such date, the "Substantial Completion Deadline"). If the PV System is five hundred (500) kW or smaller and fails to achieve Substantial Completion by the Substantial Completion Deadline, Customer will forfeit the application deposit immediately. If the PV System is greater than five hundred (500) kW and fails to achieve Substantial Completion by the Substantial Completion Deadline, Customer will forfeit the application deposit in daily increments of 1/180th of the application deposit amount over the 180 days immediately following the Substantial Completion Deadline.
- c. "Date of Commercial Operation" shall be the date that Customer has met all of the criteria of subsection 5(b) above and all necessary metering has been installed.
- d. This Contract shall become effective upon its execution by the Parties and shall continue in effect for a term of twenty (20) years from and after the Date of Commercial Operation (the "Term").
- e. The PV System must be located at the Service Address, the Service Address must be within Public Service's service territory, and the PV System must qualify as Retail Renewable Distributed Generation, at all times during the Term of this Contract. If at any time during the Term, the PV System is not located at the Service Address, or the Service Address is no longer within Public Service's service territory, or the PV System no longer qualifies as Retail Renewable Distributed Generation, this Contract will automatically terminate.
- f. If Customer transfers ownership of, or ceases to possess (as applicable), the premises at the Service Address, or Customer (or Customer's Tenant) ceases to be the customer of record at the Service Address, but the PV System remains in operation at the Service Address, (i) the new customer of record at the Service Address (or owner of the premises and the PV System, if different from the new customer of record) may assume this Contract at the original REC purchase price set forth in Section 2 of this Contract, and complete any required Interconnection Agreement process, in which case, this Contract will be deemed assigned by the Customer with no further signature or other action required by the Customer, or (ii) Public Service may deem this Contract terminated (without requirement of notice) if the new customer of record does not take the actions in the foregoing clause (i) within a reasonable time, as determined by Public Service, but no less than thirty (30) days. If the new customer of record does not assume this Contract, or enter into a new Solar\*Rewards REC Purchase Contract for the PV System, Customer shall, upon the request of Public Service in its sole discretion, make any liquidated damages payments required in accordance with Section 5(h).
- g. The PV System shall be installed as part of Public Service's Solar\*Rewards Program and subject to all program rules and policies. If the PV System is using an electric vehicle charging inverter or an electricity storage system, or is similarly serving load behind the PV Meter (defined below), Customer may experience a loss in REC production. Public Service will only pay for RECs registered on the PV Meter or the PV Meter as adjusted by additional metering if appropriate. By signing this Contract, Customer acknowledges this potential loss of RECs and agrees to the foregoing limitation on Public Service's obligation to pay for RECs.



- h. Customer shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of this Contract. If during the Term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed or otherwise fall into disrepair or fail to remain operational, Customer shall promptly repair or replace the equipment to its original specifications, tilt and orientation, or remedy such other failure to operate, at Customer's sole expense. All of Public Service's obligations hereunder during the period of such repair or replacement shall be suspended, except for making payment for any RECs generated prior to such damage, destruction or failure to operate. Public Service shall have the right, exercisable at its sole option, to terminate this Contract, with no further obligation of the Parties to perform hereunder following the effective date of such termination, (i) upon thirty (30) days' written notice if the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, or (ii) immediately upon written notice at any time before the PV System has been made fully operational again if the PV System has been out of operation for more than ninety (90) consecutive days and Customer (or Customer's Tenant) is not a residential customer of Public Service. If (x) this Contract is terminated pursuant to this subsection 5(h) (except where the damage, destruction or other failure of the PV System to operate is the result of Force Majeure), or is terminated pursuant to subsection 5(s), before the 240th monthly REC payment as provided for in Section 2 above, and (y) the combined DC nameplate capacity of all PV Systems located at the Service Address and subject to a Solar\*Rewards REC Purchase Contract is one (1) MW or greater, then Customer shall pay Public Service liquidated damages an amount equal to (i) the estimated annual generation of the PV System, as determined via PVWATTS and reflected in the attached Exhibit 1, after applying an annual cell degradation factor of one-half percent (0.5%) each year (compounded) after the first year, multiplied by (ii) the number of years or partial years remaining in the Term as of the effective date of such termination, and further multiplied by (iii) the positive difference resulting, if any, by subtracting the per kWh REC purchase price set forth in Section 2 above from the weighted-average per kWh price for RECs based on the winning bids under Public Service's most recent request for proposals under its Solar\*Rewards program for onsite solar photovoltaic systems. In no event shall the foregoing calculation be deemed to result in a negative number or obligate Public Service to make any payment to Customer. In making such determination and applying the degradation factor, annual generation shall be determined for each 12-month period effective with the first day of the billing period following the Date of Commercial Operation and each anniversary thereof.
- i. Any excess Renewable Energy generated by the PV System at the Service Address and not used or stored onsite by Customer (or Customer's Tenant) shall be delivered to Public Service. Customer (or Customer's Tenant) will receive compensation for this excess Renewable Energy via "net metering" as set forth in the Company's Electric Tariff or other applicable tariffs on file with the CPUC and in effect from time to time.
- j. Customer shall not sell any RECs or deliver any excess Renewable Energy generated from the PV System to any party other than Public Service during the Term of this Contract, and Public Service shall purchase and own all RECs produced by the PV System.
- k. Customer will be responsible for paying all taxes imposed by any governmental authority on the PV System and taxes imposed on the Service Address, including real property taxes and any increases therein related to the improvement of real property by the existence of the PV System at the Service Address, and Public Service will have no liability for any of the foregoing.
- l. Public Service may make the monthly REC payment either in the form of a monthly check or as a credit to Customer's monthly retail electric service bill, at Public Service's discretion, or Public Service may provide Customer with an option to select payment by monthly check or bill credit; provided that if Customer does not notify Public Service of its selection, if applicable, prior to the date the first monthly payment becomes due, the form of payment will be at Public Service's option. Such REC payment will be based on the metered energy recorded each month by a second meter at Customer's PV System or a customer meter capable of recording the PV System's generation (PV Meter). Such REC payment shall be made within thirty (30) days of the applicable meter reading, if made by check, or to customer's retail electric service bill for the next regular billing period following such meter reading, if made by bill credit, until the 240th monthly REC payment as provided for in Section 2 above, after which no further REC payments shall be made. Public Service shall install, own, operate and read the PV Meter and Customer shall reimburse Public Service for the cost of installing the PV Meter. Public Service shall be entitled to collect such reimbursement of the PV Meter installation costs by deducting all or a portion of such costs from the monthly REC payment to Customer until fully collected, or as otherwise provided for in the Company's tariff. Any time after the 20th anniversary of the Date of Commercial Operation, Customer may request and pay for, at applicable tariff rates, removal of the PV Meter. Company shall cease assessing the PV meter charge upon removal of the meter.

- m. Nothing in this Contract shall be construed as a representation or warranty by Public Service of the design, installation or operation of the PV System or any component thereof, and Public Service expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- n. Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Public Service shall not be liable to Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation concerning the tax, financial or legal consequences, if any, to Customer with respect to the installation of the PV System or the production and sale of Renewable Energy or RECs, and Customer is urged to seek professional advice regarding these issues.
- o. Except for Customers that are a Governmental Entity, Customer shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system. As used in this Contract, "Governmental Entity" means any federal, state or local government, board, department, agency, special district, instrumentality, or other similar entity entitled to rely on the rights, immunities or protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time.
- p. Definition of Force Majeure.
1. The term "Force Majeure", as used in this Contract, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, hail or tornadoes; high winds of sufficient strength or duration to materially damage a PV System or significantly impair its operation such that it is no longer capable of generating Renewable Energy and associated RECs in commercial quantities; long-term material changes in Renewable Energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable efforts of Customer to secure and protect the PV System, terrorism, war, riots, fire, explosion, insurrection, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, actions, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.
  2. The term Force Majeure does not include (i) any acts or omissions of any third party, including, without limitation, any vendor, materialman, customer, or supplier of Customer, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the PV System that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure; acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, hail tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority or (iii) changes in market conditions that affect the cost of Public Service's or Customer's supplies, or that affect demand or price for any of Public Service's or Customer's products.
- q. Applicability of Force Majeure.
1. Except as expressly set forth in this Contract, neither Party shall be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
    - i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;

- ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
  - iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
  - iv. when the non-performing Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party written notice to that effect.
2. Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure. Notwithstanding this provision, Public Service shall have no obligation to make any payment for RECs under this Contract except for actual production as measured by the metering provisions of this Contract or to accept or compensate Customer for excess Renewable Energy under Public Service's net metering or other tariff except for Renewable Energy delivered to Public Service's electric grid as measured by a net meter.
- r. Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to subsection 5(q)1(i) above, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Contract upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure. This provision shall not operate to relieve Customer of any obligation to pay liquidated damages under subsection 5(h), above, except as set forth in such section.
- s. Termination for Cause. Any breach of a material term or provision of this Contract, or the failure of any representation or warranty to be true and correct during the Term, shall be considered an event of default hereunder, in which case the non-defaulting Party may terminate this Contract; provided, that the non-defaulting Party shall first provide written notice of default to the Party asserted to be in default and the Party asserted to be in default shall have a period of thirty (30) days following receipt of such written notice within which to cure the asserted default, or if the asserted default is of a nature which can be cured but cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof, but in no event shall the defaulting party have longer than one hundred twenty (120) days to cure such default. Notwithstanding the foregoing, Public Service may terminate this Contract immediately upon written notice to Customer if the PV System fails to achieve Substantial Completion within six (6) months following the Substantial Completion Deadline.
- t. Dispute Resolution. If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the Contract, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party. Failure of either Party to assert a default or to enforce any term or condition of this Contract shall not constitute a waiver of any other similar or other default, or waiver of such term or condition or of any other term or condition of this Contract. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY FOR THE RESOLUTION OF ANY DISPUTE ARISING UNDER THIS CONTRACT.
- u. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado without giving effect to any conflict of laws principles under which the laws of another jurisdiction would apply.
- v. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all constitute one and the same instrument. The Parties agree that an electronic signature or facsimile copy of a counterpart signed by the other Party will be deemed original and binding.

- W. Title, Risk of Loss, and Warranty of Title. As between the Parties, (i) Customer shall be deemed to be in control of the Renewable Energy output from the PV System up to and until delivery and receipt by Public Service at any net meter and Public Service shall be deemed to be in control of such energy from and after delivery and receipt at any such net meter, and (ii) Customer shall be deemed to be in control of any RECs associated with the output of the PV System up to and until measurement of such output at the PV Meter and Public Service shall be deemed to be in control of such RECs from and after measurement of such output at the PV Meter. Title and risk of loss related to the Renewable Energy shall transfer from Customer to Public Service at any net meter, and title and risk of loss of RECs shall transfer from Customer to Public Service upon measurement at the PV Meter. Customer warrants and covenants to Public Service that it has and will have at the time of the applicable delivery good and sufficient title to all Renewable Energy and RECs, free and clear of liens and encumbrances, and the ability to transfer good and sufficient title of same to Public Service, as set forth above.
- X. Successors and Assigns; Assignment. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, and, except as expressly set forth in this Contract, shall not be assigned by Customer without the written consent of Public Service, which consent shall not be unreasonably withheld. Public Service may assign this Contract to a utility that is a successor-in-interest to all or any portion of the service territory encompassing the Service Address. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.
- Y. Information. By executing this Contract, Customer grants to Public Service permission to share information concerning the location of the generation of the RECs sold to Public Service by Customer under this Contract with other Colorado public utilities, municipal utilities, electric cooperatives and other entities that may be involved with REC transactions for the purpose of ensuring that the RECs associated with Customer's PV System have not been sold to another entity and for any other legitimate business purpose, in Public Service's sole discretion.
- Z. Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall either Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Contract.
- aa. Amendments or Modifications. No amendment, modification, or change of this Contract shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties.
- bb. Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Contract.
- cc. No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- dd. Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Contract shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.
- ee. Agreement Subject to Laws and Regulations. This Contract and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the Parties hereto.
- ff. Notices. All notices, reports or other communications provided for in this Contract shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:



If to Public Service:  
Xcel Energy  
Attn: Solar\*Rewards  
1800 Larimer St. Suite 1500  
Denver, CO 80202

If to Customer:  
{!Premise\_Address\_\_c}, {!Premise\_City\_\_c},  
{!Premise\_State\_\_c} {!Premise\_Zip\_\_c}  
or at such other address as either party may hereafter designate to the  
other in writing.

gg. Entire Agreement. This Contract, together with all Exhibits attached hereto and any applicable tariff, constitutes the entire understanding and agreement between the Parties with respect to the purchase of RECs from Customer, and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect.

hh. Survival. The provisions of this Contract that logically should survive to give effect to the rights and obligations of the Parties shall survive, including without limitation payment and indemnification obligations with respect to events and circumstances arising prior to termination.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract as of the date and year first above written.

**Customer:**

By: {!Customer\_Name\_\_c}

Customer Signature: \_\_\_\_\_[[SertifiSStamp\_1\_1]]\_\_\_\_\_ Date: \_\_\_\_\_[[SertifiDate\_1\_1]]\_\_\_\_\_

**Public Service Company of Colorado d/b/a Xcel Energy**

By: Lee E. Gabler

Signature: \_\_\_\_\_[[SertifiSStamp\_2]]\_\_\_\_\_ Date: \_\_\_\_\_[[SertifiDate\_2]]\_\_\_\_\_

Title: Director, Customer Strategy and Solutions

**Exhibit 1**

Actual System Installation Information

*(Installer completes the following AFTER project completion and installation)*

Customer Name: {!Customer\_Name\_\_c}

Installation Address: {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}

Installer Name: {!Installer\_Name\_\_c}

Actual Price for PV Installation: \${!Estimated\_Project\_Cost\_\_c}

Date of Town / Municipal / County Inspection: {!Inspection\_Date\_\_c}

Date of PV Installation: {!Net\_Meter\_Install\_Date\_\_c}

REC Price: \${!Incentive\_\_r.Name} per kWh

**System Details:**

{!SolarRewardsAssets}

As the installer for this project, I certify that the above-referenced PV equipment was installed at the customer address.

**Installer Signature:** \_\_\_\_\_[[SertifiSStamp\_1\_2]]\_\_\_\_\_ **Date:** \_\_\_\_\_[[SertifiDate\_1\_2]]\_\_\_\_\_

Application ID: {!Integration\_Opportunity\_ID\_\_c}

## Solar\*Rewards REC Purchase Contract Customer-Owned PV Systems

This Solar\*Rewards REC Purchase Contract (the "Contract") is made and entered into {!Today\_s\_Date\_\_c}, by and between Public Service Company of Colorado ("Public Service" or "Company"), d/b/a/ Xcel Energy, a Colorado corporation, whose address is 1800 Larimer Street, Denver, Colorado 80202-5533, and {!Customer\_Name\_\_c} ("Customer"), each of which may be referred to herein individually as a "Party" or collectively as the "Parties." Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 Code of Colorado Regulations 723-3 (the "Rules"), as of the date of this Contract.

### 1. Purchase, Sale, and Assignment.

- a. On the terms and subject to the conditions set forth in this Contract, Customer agrees to assign and Public Service agrees to purchase Renewable Energy Credits ("RECs") as described herein. Customer represents and warrants that the photovoltaic solar system (the "PV System") from which the RECs will be generated will be installed by Customer at the Service Address, the Service Address is located within the electric service territory of Public Service, and Customer (or Customer's tenant or other authorized possessor of and customer of record at the Service Address ("Tenant")) will receive electric utility service from Public Service at the Service Address. The PV System will have a rated Direct Current (DC) nameplate capacity of {!NamePlate\_Capacity\_kW\_\_c} kW.
- b. Per the Non-Unanimous Comprehensive Settlement Agreement in Consolidated Proceeding No.16AL-0048E dated August 15, 2016, Customer agrees to and hereby does assign all RECs to the Colorado Energy Office ("CEO") and Public Service agrees to purchase all Customer-assigned RECs from CEO for the Term hereof, as provided in Section 5(d) below.
- c. For purposes of this Contract, the "Service Address" means the address set forth below, as such address may be changed from time to time in accordance with this Contract and as permitted by the Rules. If the Service Address is changed, the Parties will promptly amend this Contract to reflect such change.

Service Address: {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c}  
{!Premise\_Zip\_\_c}

2. Purchase Price. The purchase price for the RECs hereunder shall be expressed in cents per kilowatt hour (kWh), with one REC being generated for each MWh of power generated by the PV System. Public Service shall pay Customer the price of **\${!Incentive\_\_r.Name} per kWh** of power generated by the PV System in exchange for all RECs attributable to such power. Such purchase price shall be payable in monthly installments, based upon Public Service's receipt of RECs generated by the PV System in the immediately preceding month, in accordance with subsection 5(l) below. REC payments shall be made monthly to Customer until the 240th monthly REC payment (or date of monthly payment even if the owed amount is zero) hereunder, after which no further REC payments shall be made.
3. Incorporation of Tariff. The Parties shall abide by, and this Contract shall be subject to, the Company's applicable electric tariffs related to photovoltaic systems or net metering, as applicable, as on file with the Colorado Public Utilities Commission (CPUC) and as they may be revised from time to time. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.
4. Representations and Warranties. Customer hereby makes the following representations as of the date hereof, and warranties and covenants to Public Service as of each delivery of RECs to Public Service during the Term:
  - a. The person signing this Contract on behalf of Customer is individually authorized and competent to sign this Contract and to bind Customer to the terms hereof.

- b. Customer will own the PV System, and Customer or Customer's Tenant is the person or entity in whose name electric service is listed at the Service Address, and the PV System will be located at the Service Address.
  - c. The primary business at the Service Address is not and will not be the generation of electricity for retail or wholesale sale.
  - d. The proposed PV System nameplate capacity in kilowatts (kW) DC does not and will not exceed the Service Address service entrance capacity.
  - e. The PV System is and will be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. Customer acknowledges that Public Service's Solar\*Rewards Program is only available to PV systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.
5. Terms and Conditions.
- a. Customer shall ensure that the PV System equipment installed at the Service Address is new equipment and meets all applicable codes, standards, and regulatory requirements at the time of installation.
  - b. "Substantial Completion" is achieved when (i) 100% of the nameplate capacity of the PV System is installed, (ii) the PV System has operated without experiencing any abnormal or unsafe operating conditions, (iii) all permits necessary to authorize the production and, if applicable, delivery to Public Service of Renewable Energy generated by the PV System have been obtained; and (iv) any necessary Interconnection Agreement with Public Service has been entered into for purposes of connecting the PV System to Public Service's electric system. From the date that the Customer has both submitted the PV System application and paid the application deposit (the "Application Date"), Customer shall cause the PV System to achieve Substantial Completion within (I) twelve (12) months following the Application Date, if the PV System is twenty five (25) kW or less, or (II) eighteen (18) months following the Application Date, if the PV System is larger than twenty five (25) kW (such date, the "Substantial Completion Deadline"). If the PV System is five hundred (500) kW or smaller and fails to achieve Substantial Completion by the Substantial Completion Deadline, Customer will forfeit the application deposit immediately. If the PV System is greater than five hundred (500) kW and fails to achieve Substantial Completion by the Substantial Completion Deadline, Customer will forfeit the application deposit in daily increments of 1/180th of the application deposit amount over the 180 days immediately following the Substantial Completion Deadline.
  - c. "Date of Commercial Operation" shall be the date that Customer has met all of the criteria of subsection 5(b) above and all necessary metering has been installed.
  - d. This Contract shall become effective upon its execution by the Parties and shall continue in effect for a term of twenty (20) years from and after the Date of Commercial Operation (the "Term").
  - e. The PV System must be located at the Service Address, the Service Address must be within Public Service's service territory, and the PV System must qualify as Retail Renewable Distributed Generation, at all times during the Term of this Contract. If at any time during the Term, the PV System is not located at the Service Address, or the Service Address is no longer within Public Service's service territory, or the PV System no longer qualifies as Retail Renewable Distributed Generation, this Contract will automatically terminate.
  - f. If Customer transfers ownership of, or ceases to possess (as applicable), the premises at the Service Address, or Customer (or Customer's Tenant) ceases to be the customer of record at the Service Address, but the PV System remains in operation at the Service Address, (i) the new customer of record at the Service Address (or owner of the premises and the PV System, if different from the new customer of record) may assume this Contract at the original REC purchase price set forth in Section 2 of this Contract, and complete any required Interconnection Agreement process, in which case, this Contract will be deemed assigned by the Customer with no further signature or other action required by the Customer, or (ii) Public Service may deem this Contract terminated (without requirement of notice) if the new customer of record does not take the actions in the foregoing clause (i) within a reasonable time, as determined by Public Service, but no less than thirty (30) days. If the new customer of record does not assume this Contract, Customer shall, upon the request of Public Service in its sole discretion, make any

liquidated damages payments required in accordance with Section 5(h).

- g. The PV System shall be installed as part of Public Service's Solar\*Rewards Program and subject to all program rules and policies. If the PV System is using an electric vehicle charging inverter or an electricity storage system, or is similarly serving load behind the PV Meter (defined below), Customer may experience a loss in REC production. Public Service will only pay for RECs registered on the PV Meter or the PV Meter as adjusted by additional metering if appropriate. By signing this Contract, Customer acknowledges this potential loss of RECs and agrees to the foregoing limitation on Public Service's obligation to pay for RECs.
- h. Customer shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of this Contract. If during the Term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed or otherwise fall into disrepair or fail to remain operational, Customer shall promptly repair or replace the equipment to its original specifications, tilt and orientation, or remedy such other failure to operate, at Customer's sole expense. All of Public Service's obligations hereunder during the period of such repair or replacement shall be suspended, except for making payment for any RECs generated prior to such damage, destruction or failure to operate. Public Service shall have the right, exercisable at its sole option, to terminate this Contract, with no further obligation of the Parties to perform hereunder following the effective date of such termination, (i) upon thirty (30) days' written notice if the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, or (ii) immediately upon written notice at any time before the PV System has been made fully operational again if the PV System has been out of operation for more than ninety (90) consecutive days and Customer (or Customer's Tenant) is not a residential customer of Public Service. If (x) this Contract is terminated pursuant to this subsection 5(h) (except where the damage, destruction or other failure of the PV System to operate is the result of Force Majeure), or is terminated pursuant to subsection 5(s), before the 240th monthly REC payment as provided for in Section 2 above, and (y) the combined DC nameplate capacity of all PV Systems located at the Service Address and subject to a Solar\*Rewards REC Purchase Contract is one (1) MW or greater, then Customer shall pay Public Service liquidated damages an amount equal to (i) the estimated annual generation of the PV System, as determined via PVWATTS and reflected in the attached Exhibit 1, after applying an annual cell degradation factor of one-half percent (0.5%) each year (compounded) after the first year, multiplied by (ii) the number of years or partial years remaining in the Term as of the effective date of such termination, and further multiplied by (iii) the positive difference resulting, if any, by subtracting the per kWh REC purchase price set forth in Section 2 above from the weighted-average per kWh price for RECs based on the winning bids under Public Service's most recent request for proposals under its Solar\*Rewards program for onsite solar photovoltaic systems. In no event shall the foregoing calculation be deemed to result in a negative number or obligate Public Service to make any payment to Customer. In making such determination and applying the degradation factor, annual generation shall be determined for each 12-month period effective with the first day of the billing period following the Date of Commercial Operation and each anniversary thereof.
- i. Any excess Renewable Energy generated by the PV System at the Service Address and not used or stored onsite by Customer (or Customer's Tenant) shall be delivered to Public Service. Customer (or Customer's Tenant) will receive compensation for this excess Renewable Energy via "net metering" as set forth in the Company's Electric Tariff or other applicable tariffs on file with the CPUC and in effect from time to time.
- j. Customer shall not sell any RECs or deliver any excess Renewable Energy generated from the PV System to any party other than Public Service during the Term of this Contract, and Public Service shall purchase and own all RECs produced by the PV System.
- k. Customer will be responsible for paying all taxes imposed by any governmental authority on the PV System and taxes imposed on the Service Address, including real property taxes and any increases therein related to the improvement of real property by the existence of the PV System at the Service Address, and Public Service will have no liability for any of the foregoing.
- l. Public Service may make the monthly REC payment either in the form of a monthly check or as a credit to Customer's monthly retail electric service bill, at Public Service's discretion, or Public Service may provide Customer with an option to select payment by monthly check or bill credit; provided that if Customer does not notify Public Service of its selection, if applicable, prior to the date the first monthly payment becomes due, the form of payment will be at Public Service's option. Such REC payment will be based on the metered energy recorded each month by a second meter at Customer's PV System or a customer meter capable of recording the PV System's generation (PV Meter). Such REC payment shall

be made within thirty (30) days of the applicable meter reading, if made by check, or to customer's retail electric service bill for the next regular billing period following such meter reading, if made by bill credit, until the 240th monthly REC payment as provided for in Section 2 above, after which no further REC payments shall be made. Public Service shall install, own, operate and read the PV Meter and Customer shall reimburse Public Service for the cost of installing the PV Meter. Public Service shall be entitled to collect such reimbursement of the PV Meter installation costs by deducting all or a portion of such costs from the monthly REC payment to Customer until fully collected, or as otherwise provided for in the Company's tariff. Any time after the 20th anniversary of the Date of Commercial Operation, Customer may request and pay for, at applicable tariff rates, removal of the PV Meter. Company shall cease assessing the PV meter charge upon removal of the meter.

- m. Nothing in this Contract shall be construed as a representation or warranty by Public Service of the design, installation or operation of the PV System or any component thereof, and Public Service expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- n. Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Public Service shall not be liable to Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation concerning the tax, financial or legal consequences, if any, to Customer with respect to the installation of the PV System or the production and sale of Renewable Energy or RECs, and Customer is urged to seek professional advice regarding these issues.
- o. Except for Customers that are a Governmental Entity, Customer shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system. As used in this Contract, "Governmental Entity" means any federal, state or local government, board, department, agency, special district, instrumentality, or other similar entity entitled to rely on the rights, immunities or protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time.
- p. Definition of Force Majeure.
  - 1. The term "Force Majeure", as used in this Contract, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, hail or tornadoes; high winds of sufficient strength or duration to materially damage a PV System or significantly impair its operation such that it is no longer capable of generating Renewable Energy and associated RECs in commercial quantities; long-term material changes in Renewable Energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable efforts of Customer to secure and protect the PV System, terrorism, war, riots, fire, explosion, insurrection, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, actions, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.
  - 2. The term Force Majeure does not include (i) any acts or omissions of any third party, including, without limitation, any vendor, materialman, customer, or supplier of Customer, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the PV System that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure; acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, hail tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority or (iii) changes in market conditions that affect the cost of Public Service's or Customer's supplies, or that affect demand or price for any of Public Service's or Customer's products.



- q. Applicability of Force Majeure.
1. Except as expressly set forth in this Contract, neither Party shall be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
    - i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
    - ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
    - iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
    - iv. when the non-performing Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party written notice to that effect.
  2. Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure. Notwithstanding this provision, Public Service shall have no obligation to make any payment for RECs under this Contract except for actual production as measured by the metering provisions of this Contract or to accept or compensate Customer for excess Renewable Energy under Public Service's net metering or other tariff except for Renewable Energy delivered to Public Service's electric grid as measured by a net meter.
- r. Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to subsection 5(q)1(i) above, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Contract upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure. This provision shall not operate to relieve Customer of any obligation to pay liquidated damages under subsection 5(h), above, except as set forth in such section.
- s. Termination for Cause. Any breach of a material term or provision of this Contract, or the failure of any representation or warranty to be true and correct during the Term, shall be considered an event of default hereunder, in which case the non-defaulting Party may terminate this Contract; provided, that the non-defaulting Party shall first provide written notice of default to the Party asserted to be in default and the Party asserted to be in default shall have a period of thirty (30) days following receipt of such written notice within which to cure the asserted default, or if the asserted default is of a nature which can be cured but cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof, but in no event shall the defaulting party have longer than one hundred twenty (120) days to cure such default. Notwithstanding the foregoing, Public Service may terminate this Contract immediately upon written notice to Customer if the PV System fails to achieve Substantial Completion within six (6) months following the Substantial Completion Deadline.
- t. Dispute Resolution. If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the Contract, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party. Failure of either Party to assert a default or to enforce any term or condition of this Contract shall not constitute a waiver of any other similar or other default, or waiver of such term or condition or of any other term or condition of this Contract. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY FOR THE RESOLUTION OF ANY DISPUTE ARISING UNDER THIS CONTRACT.
- u. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado without giving effect to any conflict of laws principles under which the laws of another

jurisdiction would apply.

- V. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all constitute one and the same instrument. The Parties agree that an electronic signature or facsimile copy of a counterpart signed by the other Party will be deemed original and binding.
- W. Title, Risk of Loss, and Warranty of Title. As between the Parties, (i) Customer shall be deemed to be in control of the Renewable Energy output from the PV System up to and until delivery and receipt by Public Service at any net meter and Public Service shall be deemed to be in control of such energy from and after delivery and receipt at any such net meter, and (ii) Customer shall be deemed to be in control of any RECs associated with the output of the PV System up to and until measurement of such output at the PV Meter and Public Service shall be deemed to be in control of such RECs from and after measurement of such output at the PV Meter. Title and risk of loss related to the Renewable Energy shall transfer from Customer to Public Service at any net meter, and title and risk of loss of RECs shall transfer from Customer to Public Service upon measurement at the PV Meter. Customer warrants and covenants to Public Service that it has and will have at the time of the applicable delivery good and sufficient title to all Renewable Energy and RECs, free and clear of liens and encumbrances, and the ability to transfer good and sufficient title of same to Public Service, as set forth above.
- X. Successors and Assigns; Assignment. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, subject to the rights of CEO pursuant to Section 1(b), and, except as expressly set forth in this Contract, shall not be assigned by Customer without the written consent of Public Service, which consent shall not be unreasonably withheld. Public Service may assign this Contract to a utility that is a successor-in-interest to all or any portion of the service territory encompassing the Service Address. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.
- Y. Information. By executing this Contract, Customer grants to Public Service permission to share information concerning the location of the generation of the RECs sold to Public Service by Customer under this Contract with other Colorado public utilities, municipal utilities, electric cooperatives and other entities that may be involved with REC transactions for the purpose of ensuring that the RECs associated with Customer's PV System have not been sold to another entity and for any other legitimate business purpose, in Public Service's sole discretion.
- Z. Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall either Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Contract.
- aa. Amendments or Modifications. No amendment, modification, or change of this Contract shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties.
- bb. Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Contract.
- cc. No Third-Party Beneficiaries other than CEO. Except for CEO and as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns. CEO shall be a third-party beneficiary of this Contract, solely for purposes of Section 1(b).
- dd. Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Contract shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.
- ee. Agreement Subject to Laws and Regulations. This Contract and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations,

ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or either of the Parties hereto.

- ff. Notices. All notices, reports or other communications provided for in this Contract shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:

If to Public Service:  
Xcel Energy  
Attn: Solar\*Rewards  
1800 Larimer St. Suite 1500  
Denver, CO 80202

If to Customer:  
{!Premise\_Address\_\_c}, {!Premise\_City\_\_c},  
{!Premise\_State\_\_c} {!Premise\_Zip\_\_c}  
or at such other address as either party may hereafter designate to the other in writing.

- gg. Entire Agreement. This Contract, together with all Exhibits attached hereto and any applicable tariff, constitutes the entire understanding and agreement between the Parties with respect to the purchase of RECs from Customer, and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect.

- hh. Survival. The provisions of this Contract that logically should survive to give effect to the rights and obligations of the Parties shall survive, including without limitation payment and indemnification obligations with respect to events and circumstances arising prior to termination.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract as of the date and year first above written.

**Customer:**

By: {!Customer\_Name\_\_c}

Customer Signature: \_\_\_\_\_[[CertifiSStamp\_1\_1]]\_\_\_\_\_ Date: \_\_\_\_[[CertifiDate\_1\_1]]\_\_\_\_

**Public Service Company of Colorado d/b/a Xcel Energy**

By: Lee E. Gabler

Signature: \_\_\_\_\_[[CertifiSStamp\_2]]\_\_\_\_\_ Date: \_\_\_\_[[CertifiDate\_2]]\_\_\_\_

Title: Director, Customer Strategy and Solutions

**Exhibit 1**

Actual System Installation Information

*(Installer completes the following AFTER project completion and installation)*

Customer Name: {!Customer\_Name\_\_c}

Installation Address: {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}

Installer Name: {!Installer\_Name\_\_c}

Actual Price for PV Installation: \${!Estimated\_Project\_Cost\_\_c}

Date of Town / Municipal / County Inspection: {!Inspection\_Date\_\_c}

Date of PV Installation: {!Net\_Meter\_Install\_Date\_\_c}

REC Price: \${!Incentive\_\_r.Name} per kWh

**System Details:**

{!SolarRewardsAssets}

As the installer for this project, I certify that the above-referenced PV equipment was installed at the customer address.

**Installer Signature:** \_\_\_\_\_[[SertifiSStamp\_1\_2]]\_\_\_\_\_ **Date:** \_\_\_\_\_[[SertifiDate\_1\_2]]\_\_\_\_\_

Application ID: {!Integration\_Opportunity\_ID\_\_c}

## Solar\*Rewards REC Purchase Contract Customer-Site PV Systems For Third Party PV Developers

This Solar\*Rewards REC Purchase Contract (the "Contract") is made and entered into {!Today\_s\_Date\_\_c}, by and between Public Service Company of Colorado ("Public Service" or "Company"), d/b/a/ Xcel Energy, a Colorado corporation, whose address is 1800 Larimer Street, Denver, Colorado 80202-5533, {!Customer\_Name\_\_c} ("Customer"), whose address is {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}, and a third-party developer of photovoltaic ("PV") systems, {!Developer\_Name\_\_c} ("Developer"), whose address is {!Developer\_Address\_\_c}, {!Developer\_City\_\_c}, {!Developer\_State\_\_c} {!Developer\_Zip\_\_c} each of which may be referred to herein individually as a "Party" or collectively as the "Parties." Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 *Code of Colorado Regulations* 723-3, (the "Rules"), as of the date of this Contract.

1. **Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, the Developer agrees to sell and Public Service agrees to purchase Renewable Energy Credits ("RECs") as described herein. Developer represents and warrants to Public Service that the photovoltaic solar system (the "PV System") from which the RECs will be generated will be installed by Developer at the Service Address, the Service Address is located within the electric service territory of Public Service, and Customer (or Customer's tenant or other authorized possessor of and customer of record at the Service Address ("Tenant")) will receive electric utility service from Public Service at the Service Address. The PV System will have a rated Direct Current (DC) nameplate capacity of {!NamePlate\_Capacity\_kW\_\_c} kW. Developer shall sell and Public Service agrees to purchase all RECs generated by the PV System at the Service Address for the Term hereof. For purposes of this Contract, the "Service Address" means the address set forth below, as such address may be changed from time to time in accordance with this Contract and as permitted by the Rules. If the Service Address is changed, the Parties will promptly amend this Contract to reflect such change.

Service Address: {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}

2. **Purchase Price.** The purchase price for the RECs hereunder shall be expressed in cents per kilowatt hour (kWh), with one REC being generated for each MWh of power generated by the PV System. Public Service shall pay Developer the price of **\${!Incentive\_\_r.Name} per kWh** of power generated by the PV System in exchange for all RECs attributable to such power. Such purchase price shall be payable in monthly installments, based upon Public Service's receipt of RECs generated by the PV System in the immediately preceding month, in accordance with subsection 6(l) below. REC payments shall be made monthly to Developer until the 240th monthly REC payment (or date of monthly payment even if the owed amount is zero) hereunder, after which no further REC payments shall be made.
3. **Incorporation of Tariff.** The Parties shall abide by, and this Contract shall be subject to, the Company's applicable electric tariffs related to photovoltaic systems or net metering, as applicable, as on file with the Colorado Public Utilities Commission (CPUC) and as they may be revised from time to time. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.
4. **Developer's Representations and Warranties.** Developer hereby makes the following representations as of the date hereof, and warranties and covenants to Public Service as of each delivery of RECs to Public Service during the Term:
  - a. The person signing this Contract on behalf of Developer is individually authorized and competent to sign this Contract and to bind Developer to the terms hereof.
  - b. Developer will own the PV System and the PV System will be located at the Service Address.
  - c. The primary business at the Service Address is not and will not be the generation of electricity for retail or wholesale sale.
  - d. The proposed PV System nameplate capacity in kilowatts (kW) DC does not and will not exceed the Service Address service entrance capacity.
  - e. Neither the execution and delivery of this Contract by Developer or by Customer, nor the performance of Developer's or Customer's respective obligations hereunder, will result in any material breach or violation of the terms and conditions of any agreement between Customer and Developer.

- f. The PV System is and will be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. Developer acknowledges that Public Service's Solar\*Rewards Program is only available to PV systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.
5. Customer's Representations and Warranties, Consent and Agreement. Customer represents and warrants to Public Service that Customer or Customer's Tenant is the retail electric customer of record receiving electric service from Public Service at the Service Address. Customer acknowledges Developer's obligation under this Contract to operate and maintain the PV System on Customer's premises at the Service Address for a term of 20 years after the PV System becomes commercially operational, and Customer represents and warrants to Public Service that neither the execution and delivery of this Contract by Developer or by Customer, nor the performance of Developer's or Customer's respective obligations hereunder, will result in any material breach or violation of the terms and conditions of any agreement between Customer and Developer. Customer either (a) represents and warrants to Public Service that it has granted to Developer a lease, easement, license or other access rights to Customer's property at the Service Address for such term, or (b) if Customer has not previously granted such rights to Developer, Customer hereby grants consent for Developer to enter on Customer's property for such term, in either case, as reasonably necessary for Developer to perform its obligations hereunder. Customer further agrees not to take any action that would interfere with the continued operation of the PV System and uninterrupted production of energy therefrom during the Term of this REC Purchase Contract, except for actions or restrictions reasonably related to the safety, security or ordinary business operations of Customer and its facilities at the Service Address and reasonable in scope in light of the foregoing.
6. Terms and Conditions.
- a. Developer shall ensure that the PV System equipment installed at the Service Address is new equipment and meets all applicable codes, standards, and regulatory requirements at the time of installation.
  - b. "Substantial Completion" is achieved when (i) 100% of the nameplate capacity of the PV System is installed, (ii) the PV System has operated without experiencing any abnormal or unsafe operating conditions, (iii) all permits necessary to authorize the production and, if applicable, delivery to Public Service of Renewable Energy generated by the PV System have been obtained; and (iv) any necessary Interconnection Agreement with Public Service has been entered into for purposes of connecting the PV System to Public Service's electric system. From the date that the Developer has both submitted the PV System application and paid the application deposit (the "Application Date"), Developer shall cause the PV System to achieve Substantial Completion within (I) twelve (12) months following the Application Date, if the PV System is twenty five (25) kW or less, or (II) eighteen (18) months following the Application Date, if the PV System is larger than twenty five (25) kW (such date, the "Substantial Completion Deadline"). If the PV System is five hundred (500) kW or smaller and fails to achieve Substantial Completion by the Substantial Completion Deadline, the Developer will forfeit the application deposit immediately. If the PV System is greater than five hundred (500) kW and fails to achieve Substantial Completion by the Substantial Completion Deadline, the Developer will forfeit the application deposit in daily increments of 1/180th of the application deposit amount over the 180 days immediately following the Substantial Completion Deadline.
  - c. "Date of Commercial Operation" shall be the date that Developer has met all of the criteria of subsection 6(b) above and all necessary metering has been installed.
  - d. This Contract shall become effective upon its execution by the Parties and shall continue in effect for a term of twenty (20) years from and after the Date of Commercial Operation (the "Term").
  - e. The PV System must be located at the Service Address, the Service Address must be within Public Service's service territory, and the PV System must qualify as Retail Renewable Distributed Generation, at all times during the Term of this Contract. If at any time during the Term, the PV System is not located at the Service Address, or the Service Address is no longer within Public Service's service territory, or the PV System no longer qualifies as Retail Renewable Distributed Generation, this Contract will automatically terminate.
  - f. If Customer transfers ownership of, or ceases to possess (as applicable), the premises at the Service Address, or Customer (or Customer's Tenant) ceases to be the customer of record at the Service Address, but the PV System remains in operation at the Service Address, (i) the new customer of record at the Service Address (or owner of the premises, if different from the new customer of record) may



assume this Contract, as "Customer" hereunder, and complete any required Interconnection Agreement process, in which case, this Contract will be deemed assigned by the Customer with no further signature or other action required by the Customer, or (ii) Public Service may deem this Contract terminated (upon written notice to the Developer) if the new customer of record does not take the actions in the foregoing clause (i) within a reasonable time, as determined by Public Service, but no less than thirty (30) days. If the new customer of record does not assume this Contract, or enter into a new Solar\*Rewards REC Purchase Contract for the PV System, Developer shall, upon the request of Public Service in its sole discretion, make any liquidated damages payments required in accordance with Section 6(h).

- g. The The PV System shall be installed as part of Public Service's Solar\*Rewards Program and subject to all program rules and policies. If the PV System is using an electric vehicle charging inverter, an electricity storage system or similarly serving load behind the PV Meter (defined below), Developer may experience a loss in REC production. Public Service will only pay for RECs registered on the PV Meter or the PV Meter as adjusted by additional metering if appropriate. By signing this Contract, Developer acknowledges this potential loss of RECs and agrees to the foregoing limitation on Public Service's obligation to pay for RECs.
- h. Developer shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of this Contract. If during the Term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed or otherwise fall into disrepair or fail to remain operational, the Developer shall promptly repair or replace the equipment to its original specifications, tilt and orientation, or remedy such other failure to operate, at the Developer's sole expense. All of Public Service's obligations hereunder during the period of such repair or replacement shall be suspended, except for making payment for any RECs generated prior to such damage, destruction or failure to operate. Public Service shall have the right, exercisable at its sole option, to terminate this Contract, with no further obligation of the Parties to perform hereunder following the effective date of such termination, (i) upon thirty (30) days' written notice if the time period for repair or replacement is reasonably anticipated to exceed one hundred eighty (180) days, or (ii) immediately upon written notice at any time before the PV System has been made fully operational again if the PV System has been out of operation for more than ninety (90) consecutive days and Customer (or Customer's Tenant) is not a residential customer of Public Service. If this Contract is terminated pursuant to this subsection 6(h) except where the damage, destruction or other failure of the PV System to operate is the result of Force Majeure, or is terminated pursuant to subsection 6(s), before the 240th monthly REC payment as provided in Section 2 above and the combined DC nameplate capacity of all PV Systems located at the Service Address and subject to a Solar\*Rewards REC Purchase Contract is one (1) MW or greater, then Developer shall pay Public Service liquidated damages in an amount equal to (i) the estimated annual generation of the PV System, as determined via PVWATTS and reflected in the attached Exhibit 1, after applying an annual cell degradation factor of one-half percent (0.5%) each year (compounded) after the first year, multiplied by (ii) the number of years or partial years remaining in the Term as of the effective date of such termination, and further multiplied by (iii) the positive difference resulting, if any, by subtracting the per kWh REC purchase price set forth in Section 2 above from the weighted-average per kWh price for RECs based on the winning bids under Public Service's most recent request for proposals under its Solar\*Rewards program for onsite solar photovoltaic systems. In no event shall the foregoing calculation be deemed to result in a negative number or obligate Public Service to make any payment to Developer or Customer. In making such determination and applying the degradation factor, annual generation shall be determined for each 12-month period effective with the first day of the billing period following the Date of Commercial Operation and each anniversary thereof.
- i. Any excess Renewable Energy generated by the PV System at the Service Address and not used or stored onsite by Customer (or Customer's Tenant) shall be delivered to Public Service. Customer (or Customer's Tenant) will receive compensation for this excess Renewable Energy via "net metering" as set forth in the Company's Electric Tariff or other applicable tariffs on file with the CPUC and in effect from time to time.
- j. Developer shall not sell any RECs or deliver any excess Renewable Energy generated from the PV System to any party other than Public Service during the Term of this Contract, and Public Service shall purchase and own all RECs produced by the PV System.
- k. As between the parties to this Contract, Developer or Customer will be responsible for paying all taxes imposed by any governmental authority on the PV System and taxes imposed on the Service Address, including real property taxes and any increases therein related to the improvement of real property by the existence of the PV System at the Service Address, and Public Service will have no liability for any of the foregoing.

- I. Public Service will make the REC payment to Developer in the form of a monthly check based on the metered energy recorded each month by a second meter at the Developer's PV System or a customer meter capable of recording the PV System's generation ("PV Meter"). Such REC payment shall be made within thirty (30) days of the meter reading, until the 240<sup>th</sup> monthly REC payment as provided for in Section 2 above, after which no further REC payments shall be made. Public Service shall install, own, operate and read the PV Meter and Developer shall reimburse Public Service for the cost of installing the PV Meter. Public Service shall be entitled to collect such reimbursement of the PV Meter installation costs by deducting all or a portion of such costs from the monthly REC payment to Developer until fully collected, or as otherwise provided for in the Company's tariff. Any time after the 20th anniversary of the Date of Commercial Operation, Developer or Customer may request and pay for, at applicable tariff rates, removal of the PV Meter. Company shall cease assessing the PV meter charge upon removal of the meter.
- III. Nothing in this Contract shall be construed as a representation or warranty by Public Service of the design, installation or operation of the PV System or any component thereof, and Public Service expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- II. Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Public Service shall not be liable to the Developer or Customer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation concerning the tax, financial or legal consequences, if any, to Developer or Customer with respect to the installation of the PV System or the production and sale of Renewable Energy or RECs, and Developer and Customer are urged to seek professional advice regarding these issues.
- O. Developer shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system.
- p. Definition of Force Majeure.
  1. The term "Force Majeure", as used in this Contract, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, hail or tornadoes; high winds of sufficient strength or duration to materially damage a PV System or significantly impair its operation such that it is no longer capable of generating Renewable Energy and associated RECs in commercial quantities; long-term material changes in Renewable Energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable efforts of Developer to secure and protect the PV System, terrorism, war, riots, fire, explosion, insurrection, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, actions, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.
  2. The term Force Majeure does not include (i) any acts or omissions of any Party or third party, including, without limitation, any vendor, materialman, customer, or supplier of Developer, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the PV System that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure; acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, hail, tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority or (iii) changes in market conditions that affect the cost of any Party's supplies, or that affect demand or price for any of any Party's products.
- q. Applicability of Force Majeure.

1. Except as expressly set forth in this Contract, none of the Parties shall be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
  - i. the non-performing Party gives each other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
  - ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
  - iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to each other Party describing actions taken to end the Force Majeure; and
  - iv. when the non-performing Party is able to resume performance of its obligations under this Contract, that Party shall give each other Party written notice to that effect.
  
2. Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure. Notwithstanding this provision, Public Service shall have no obligation to make any payment for RECs under this Contract except for actual production as measured by the metering provisions of this Contract, or to accept or compensate Customer for excess Renewable Energy under Public Service's net metering or other tariff except for Renewable Energy delivered to Public Service's electric grid as measured by a net meter.
  
- r. Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to subsection 6(q)1(i) above, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Contract upon written notice to both other Parties, without further obligation by any Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure. This provision shall not operate to relieve the Developer of any obligation to pay liquidated damages under subsection 6(h), above, except as set forth in such section.
  
- s. Termination for Cause. Any breach of a material term or provision of this Contract, or the failure of any representation or warranty to be true and correct during the Term, shall be considered an event of default hereunder, in which case the non-defaulting Party (or the Party to whom the representation or warranty was made) may terminate this Contract; provided, that the non-defaulting Party shall first provide written notice of default to the Party asserted to be in default and the Party asserted to be in default shall have a period of thirty (30) days following receipt of such written notice within which to cure the asserted default (or if the asserted default is of a nature which can be cured but cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof), but in no event shall the defaulting party have longer than one hundred twenty (120) days to cure such default. Notwithstanding the foregoing, Public Service may terminate this Contract immediately upon written notice to Customer if the PV System fails to achieve Substantial Completion within six (6) months following the Substantial Completion Deadline.
  
- t. Dispute Resolution. If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the Contract, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Parties. Failure of any Party to assert a default or to enforce any term or condition of this Contract shall not constitute a waiver of any other similar or other default, or waiver of such term or condition or of any other term or condition of this Contract. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY FOR THE RESOLUTION OF ANY DISPUTE ARISING UNDER THIS CONTRACT.

- u. Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado without giving effect to any conflict of laws principles under which the laws of another jurisdiction would apply.
- v. Counterparts. This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all constitute one and the same instrument. The Parties agree that an electronic signature or facsimile copy of a counterpart signed by the other Party will be deemed original and binding.
- w. Title, Risk of Loss, and Warranty of Title. As between Public Service and Developer, (i) Developer shall be deemed to be in control of the Renewable Energy output from the PV System up to and until delivery and receipt by Public Service at any net meter and Public Service shall be deemed to be in control of such energy from and after delivery and receipt at any such net meter, and (ii) Developer shall be deemed to be in control of any RECs associated with the output of the PV System up to and until measurement of such output at the PV Meter and Public Service shall be deemed to be in control of such RECs from and after measurement of such output at the PV Meter. Title and risk of loss related to the Renewable Energy shall transfer to Public Service at any net meter, and title and risk of loss of RECs shall transfer from Developer to Public Service upon measurement at the PV meter. Developer warrants and represents to Public Service that it has or will have at the time of the applicable delivery good and sufficient title to all Renewable Energy and RECs, free and clear of liens and encumbrances, and/or the ability to transfer good and sufficient title of same to Public Service, as set forth above.
- x. Successors and Assigns; Assignment. Developer and Customer may mutually agree at any time to assign Developer's rights, obligations and responsibilities under this Contract to Customer, and upon such assignment and assumption, Customer shall automatically assume all rights, obligations and responsibilities of Developer under this Contract. Developer and Customer shall provide written notice to Public Service of any such assignment and assumption including the effective date thereof. Until Public Service's receipt of such written notice, Public Service shall not be required to make any payments to Customer for the future purchase of RECs hereunder. Public Service shall have no obligation to make any refunds of or corrections to any prior payments made to Developer hereunder prior to its receipt of such written notice. Such notice may be provided either individually or jointly by Developer and Customer, but such notice shall not be deemed received by Public Service until both parties have provided the requisite notice. For all other circumstances, this Contract shall not be assigned by either Developer or Customer without the written consent of Public Service, which consent shall not be unreasonably withheld. Public Service may assign this Contract to a utility that is a successor-in-interest to all or any portion of the service territory encompassing the Service Address. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.
- y. Information. By executing this Contract, Developer and Customer grant to Public Service permission to share information concerning the location of the generation of the RECs sold to Public Service by Developer under this Contract with other Colorado public utilities, municipal utilities, electric cooperatives and other entities that may be involved with REC transactions for the purpose of ensuring that the RECs associated with the Developer's PV System have not been sold to another entity and for any other legitimate business purpose, in Public Service's sole discretion.
- z. Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall any Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Contract.
- aa. Amendments or Modifications. No amendment, modification, or change of this Contract shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by all Parties.
- bb. Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by all Parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Contract.
- cc. No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor

of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.

dd. Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Contract shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.

ee. Agreement Subject to Laws and Regulations. This Contract and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or any of the Parties hereto.

ff. Notices. All notices, reports or other communications provided for in this Contract shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:

If to Public Service:  
Xcel Energy  
Attn: Solar\*Rewards  
1800 Larimer St., Suite 1500  
Denver, CO 80202

If to Developer:  
{!Developer\_Name\_\_c}  
{!Developer\_Address\_\_c}, {!Developer\_City\_\_c}, {!Developer\_State\_\_c} {!Developer\_Zip\_\_c}

If to Customer:  
{!Customer\_Name\_\_c}  
{!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}

or at such other address as such party may hereafter designate to the other in writing.

gg. Entire Agreement. This Contract, together with all Exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the purchase of RECs from Developer, and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect. It is expressly acknowledged that Developer and Customer may have other agreements covering the purchase and sale of power from the PV System, real property rights, or other matters not expressly provided for herein, and (i) to the extent such other agreements conflict with the rights of Public Service hereunder or the respective obligations of Developer or Customer to Public Service hereunder, this Contract shall take precedence and shall not be deemed to be modified or any provision waived thereby, and (ii) subject to the foregoing, nothing in this Contract shall be deemed to modify the respective rights and obligations as between Developer and Customer, or their affiliates, as provided in any such agreements.

hh. Survival. The provisions of this Contract that logically should survive to give effect to the rights and obligations of the Parties shall survive, including without limitation payment and indemnification obligations with respect to events and circumstances arising prior to termination.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract as of the date and year first above written.

**Developer:**

By: {!Developer\_Name\_\_c}

Developer Representative: {!Developer\_Contact\_First\_\_c} {!Developer\_Contact\_Last\_\_c}

Developer Signature: \_\_\_\_\_[[SertifiSStamp\_1\_2]]\_\_\_\_\_ Date: \_\_\_\_\_[[SertifiDate\_1\_2]]\_\_\_\_\_  
As authorized agent for {!Developer\_Name\_\_c}

**Customer:**

By: {!Customer\_Name\_\_c}

Customer Signature: \_\_\_\_\_[[SertifiSStamp\_1\_1]]\_\_\_\_\_ Date: \_\_\_\_[[SertifiDate\_1\_1]]\_\_\_\_\_

**Public Service Company of Colorado d/b/a Xcel Energy**

By: Lee E. Gabler

Signature: \_\_\_\_\_[[SertifiSStamp\_2]]\_\_\_\_\_ Date: \_\_\_\_[[SertifiDate\_2]]\_\_\_\_\_

Title: Director, Customer Strategy and Solutions



### Exhibit 1

Actual System Installation Information  
(Installer completes the following AFTER project completion and installation)

Customer Name: {!Customer\_Name\_\_c}

Installation Address: {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}

Installer Name: {!Installer\_Name\_\_c}

Actual Price for PV Installation: \${!Estimated\_Project\_Cost\_\_c}

Date of Town / Municipal / County Inspection: {!Inspection\_Date\_\_c}

Date of PV Installation: {!Net\_Meter\_Install\_Date\_\_c}

REC Price: \${!Incentive\_\_r.Name} per kWh

#### System Details:

{!SolarRewardsAssets}

As the installer for this project, I certify that the above-referenced PV equipment was installed at the customer address.

**Installer Signature:** \_\_\_\_\_[[SertifiSStamp\_1\_3]]\_\_\_\_\_ **Date:** \_\_\_\_\_[[SertifiDate\_1\_3]]\_\_\_\_\_



\_\_\_\_\_ **Solar\*Rewards Large Request for Proposals**  
**Solar On-site Renewable Energy Credits (REC)**

**Issued Date:** \_\_\_\_\_

**Proposal Submission Date:** \_\_\_\_\_

Xcel Energy Inc. is a major U.S. investor-owned electric and natural gas utility headquartered in Minneapolis, Minnesota. Xcel Energy owns four operating companies that have regulated utility operations in the 8 Western and Midwestern states of: Minnesota, Wisconsin, North Dakota, South Dakota, Michigan, Colorado, Texas, and New Mexico. The operating companies of Xcel Energy provide, collectively, energy-related products and services to approximately 3.3 million electric and 1.8 million natural gas customers. More information is available at [www.xcelenergy.com](http://www.xcelenergy.com).

Public Service Company of Colorado (“Public Service” or the “Company”) is the Xcel Energy operating company in Colorado. Public Service operates under the trade name of Xcel Energy. This Request for Proposals (RFP) seeks solar on-site renewable energy credits or RECs, as these terms are defined by Colorado Public Utilities Commission Rule 3652, 4 CCR 723-3-3652, from new solar renewable energy systems to be located in Colorado. Eligible respondents to this RFP (“Respondents”) must be the owners of the proposed solar renewable energy systems, and the systems must be providing energy to an Xcel Energy retail electric customer. Respondents are requested to provide offers for the RECs pursuant to the instructions provided herein. This RFP is limited to proposals for RECs that are generated from solar generating facilities with a gross nameplate capacity between 500.01 kW and 14 MW direct current (DC) with the aggregate of all customer-sited solar generation not to exceed 120% of historical or expected consumption at that site.

This RFP contains several sections, including an Introduction, Proposal Logistics, Bid Submittal, Evaluation Process and Assumptions, Delivery and Interconnection, and Solar\*Rewards Energy Benefit Purchase Contracts.

The Company will, in its sole discretion and without limitation, evaluate proposals and proceed in the manner the Company deems appropriate, which may include deviation from the Company's expected evaluation process, the waiver of any requirements and the request for additional information.

Respondents that submit proposals agree to do so without legal recourse against the Company, its affiliates, or their respective employees, directors, officers, customers, agents or consultants for rejection of their proposals or for failure to execute an agreement for any reason. The Company and its affiliates shall not be liable to any respondent or other party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP. By submitting its proposal, each respondent waives any right to challenge any valuation by the Company of its proposal or any determination of the Company to select or reject its proposal. Each respondent, in submitting its proposal, irrevocably agrees and acknowledges that it is making its proposal subject to and in agreement with the terms of this RFP.

Please provide all the information requested to enable the Company to properly evaluate your approach and viability as a Respondent for RECs. Feel free to provide additional information, not requested here, that you feel would help in our evaluation process.

The Bids, RFP and all files, designs, specifications and other appended or related data are the property of the Company and are delivered only for the purpose of enabling each potential Respondent to prepare and submit a proposal in response hereto. In the event that Bid documents are considered confidential to the Respondent, the Company reserves the right to retain Bids and associated documents in accordance with Company records retention policy, but will deploy standard data-management practices for secure and confidential information. This Request for Proposals and all files, designs, specifications and other data appended or related to it are the property of the Company and are delivered only for the purpose of enabling each potential respondent to prepare and submit a proposal in response hereto.

## **Solar\*Rewards \_\_\_\_ Request for Proposals**

### **Section 1. Introduction**

Public Service Company of Colorado (Public Service or Company), an operating company of Xcel Energy Inc., is issuing this Request for Proposals (RFP) for solar on-site energy and environmental benefits from new solar renewable energy systems in Colorado that will meet the following requirements:

1. Uses a proven and UL approved solar photovoltaic technology to generate electricity.
2. Will be located within Public Service's service territory on the premises of a Public Service customer and interconnected on that same site. The customer shall not have as its primary business the generation of electricity for retail or wholesale sale. The customer must use its premises where the solar renewable energy system will be located for a legitimate commercial, industrial, governmental or educational purpose other than the generation of electricity.
3. Installations must reach Substantial Completion (as defined in the REC Purchase Contract) by 18-months from the date that both the application has been submitted and the application deposit has been paid.
4. Have gross nameplate capacity between 500.01 kW and \_\_MW (DC).
5. Produce electricity primarily for the customer's consumption with the renewable energy credits (RECs) sold to Public Service. The aggregate of all customer-sited generation for the Customer site may not exceed 120% of historical or expected annual consumption at the site.

Public Service invites proposals from all potential Respondents who are capable of meeting the requirements of the RFP. Public Service invites proposals both from the customer on whose premise the solar system will be installed and from a third-party owner of a solar system installed on a customer premise.

This introductory section describes the type, amount and timing of solar resources sought in this Solar\*Rewards Large RFP. Section 2 covers logistics such as where and when proposals must be submitted, bid evaluation fees, and policies and procedures. Section 3

describes the bid submittal process. Section 4 addresses the evaluation process and assumptions. Section 5 provides requirements related to interconnection.

**1.1 Resource Acquisition Objectives**

The Colorado Public Utilities Commission (CPUC) has defined, by rule, what solar generation facilities qualify as on-site solar systems. See 4 CCR 723-3-3652(q). This RFP is designed to procure competitively priced environmental benefits, including DG RECs (distributed generation renewable energy credits) from on-site solar systems within the meaning of this rule.

**The Company is seeking \_\_ MW DC from this solicitation.**

**1.2 Eligible Technologies**

All solar photovoltaic generating technologies to be located wholly within the Public Service certificated electric service territory that qualify as on-site solar systems under the CPUC Rules are eligible to bid into this RFP.

**1.3 Interconnection**

The Respondent and/or the customer of awarded capacity will be responsible for entering into an Interconnection Agreement with Public Service at each site prior to energy production from the solar generating system.

The solar generating system installation under this RFP must be connected to the customer's electrical load or to the customer's side of the revenue meter to be considered net-metered. The generating facility must be on the same contiguous property as the net meter for the facility.

For successful Respondents, Public Service's Electric Distribution Standards Department will provide to the Respondent an estimate of the interconnection costs for each installation site. The Respondent is responsible for paying Public Service the full amount of any interconnection cost and maintaining adequate process and communication so as to enable successful interconnection under standard Public Service operating procedures without impacting Solar\*Rewards required timelines. This information can be found on the Public Service website. [https://www.xcelenergy.com/working\\_with\\_us/how\\_to\\_interconnect](https://www.xcelenergy.com/working_with_us/how_to_interconnect)

**1.4 Pricing**

This RFP requires REC pricing in \$/MWh units (up to two decimal places). Pricing must be a constant price for each year of the term. The pricing forms and instructions are in Appendix A of this RFP.

**1.5 Solar Energy Benefit Purchase Contracts ("SEBPC")**

Two (2) different types of Respondents may elect to participate in this RFP:

- Property owners or commercial tenants who will own the on-site solar system
- Third-party Developers who will construct and own the on-site solar system on the premises of the customer

Contracts for the purchase of energy benefits, including RECs, will reflect the differences

in these two approaches.

All specifications and pricing contained within a proposal **must** be consistent with the applicable provisions set forth in the SEBPC for the appropriate Respondent type. Respondents must submit a proposal that completely comports with the SEBPC.

The length of the contracts for the sale of the solar energy benefits shall be the same. This term is twenty (20) years.

**1.6 Environmental and Renewable Energy Credits**

For purposes of this solicitation, each REC represents one-megawatt hour (MWh) of renewable energy. The conveyance of RECs to Public Service includes the transfer to Public Service of all environmental attributes, emission reduction credits, and renewable energy credits, as defined by Public Service, associated with the solar energy production.

**1.7 Special Conditions For Third-party Developers In Public Service's Service Territory**

So that Public Service may evaluate cost-effective alternatives to meet its REC obligations under RES, Public Service allows third-party developers to install, own, maintain, and finance on-site solar systems at Public Service customer sites and to transfer the solar energy benefits, including RECs, to Public Service. To accomplish this objective, the following arrangements will apply:

1. The retail customer will continue to purchase the energy needed beyond the energy supplied by the on-site solar system from Public Service at the standard tariff rate and the Company will purchase any excess energy generated by the on-site solar system from the customer under the Company's net metering tariff. Customers may make a one-time election to have the excess energy credits rollover from year to year if desired.
2. Public Service will own and read the kWh production meter, but the Developer will pay for the meter Service under Schedule PV whose generation facilities were installed after March 21, 2015 and will be responsible for [Production Meter charges](#) (sheet 112), which will be deducted from the REC payment applicable to the awarded REC price.
3. Third-party Developers will execute a Sale Of Electricity Acknowledgement for each customer-sited solar installation.
4. Third-party Developers will provide Public Service with the Public Service customer name, contact, and phone number with their request.
5. Third-party Developers will be able to set their own price for solar energy sold to the Public Service retail customer from the on-site solar installation.
6. Third-party Developers will enter into the Interconnection Agreement and SEBPC with Public Service and the retail customer (three-way agreements).

**1.8 Meteorological and System Operation Data**

Rule 3656(I) states:

"For eligible energy resources greater than 250 kW, the owner shall provide, at the Qualifying Regulated Utility's (QRU) request, access to the QRU of system operation data. In the event that an eligible energy resource greater than 250 kW also collects meteorological data, the owner shall provide, at the QRU's request, real time electronic access to the QRU to such meteorological data."

All Respondents should assume that Public Service will request access—prior to commercial operations—to all site data collected.

**Section 2. Proposal Logistics**

**2.1 Schedule**

As shown on the following schedule, proposals are due by 4:00 PM Mountain Standard Time on \_\_\_\_\_. Public Service expects to notify the bid winners by \_\_\_\_\_ but reserves the right to change the schedule.

Activity	Date
RFP Issue Date:	
Proposals Due:	
Award Announcement Date:	
System Operational Date:	

**2.2 Proposal Submission Deadline**

All proposals will be accepted until 4:00 P.M. Mountain Standard Time on the date indicated in Section 2.1. All proposals must be transmitted by express, certified or registered mail, or hand delivered to the Public Service Solar\*Rewards RFP Project Manager at the following address:

PSCo 20\_\_ Large Solar\*Rewards Program RFP  
 Attn: Kristin Gaspar  
 Xcel Energy Services Inc.  
 1800 Larimer St., Suite 1500  
 Denver, CO 80202

RFP website: [\_\_\_\_\_]

Proposals received later than the due date and time indicated will be rejected and returned unopened, unless Public Service determines, in its sole discretion, to consider such proposals. One hardcopy of the proposal must be included in the submittal. In addition, respondents must submit one electronic copy (CD or DVD only, no flash drives) with completed forms in Microsoft Office and/or PDF format. **E-mail submissions will not be accepted.**

Proposals must be submitted in a sealed package with the following information shown on the package:

**Response to PSCo \_\_\_\_ Large Solar\*Rewards Solicitation  
 Confidential Sealed Bid Proposal**

The Respondent’s Company name and address must be clearly indicated on the package containing the proposal.

**2.3 Information Policy**

To obtain additional information about this RFP, potential respondents as well as all other parties may only submit written requests to the RFP Project Manager via email at Kristin.Gaspar@xcelenergy.com. Potential respondents as well as all other parties should not attempt to acquire information through any other means including telephone calls to the Company. Questions and responses will be periodically posted to the RFP Web Site; [ ] within the RFP Q&A Tracker; the Company may edit the questions to ensure that the answers are germane to the widest audience possible. The Company has established this information policy to ensure that all respondents have the same timely access and knowledge about the bidding and evaluation process.

Potential respondents are strongly advised to review the Q&A Tracker frequently. Alternatively, potential respondents who provide email contact information to the RFP Manager will provide an updated Q&A Tracker via email as they are posted to the webpage.

**2.4 Bid Evaluation Fees**

All respondents are required to pay to the Company a non-refundable bid evaluation fee of \$500 with each proposal submitted (each site requires a separate bid evaluation fee). Checks should be made out to “Public Service Company of Colorado” and must be submitted as part of each individual bid proposal.

A proposal consists of the following – one proposed installation address, one REC delivery amount for each year, a term length of 20 years, and one set of prices (a price for each year of contract term). Proposals that vary any of these conditions constitute multiple proposals and as such will require an additional bid evaluation fee.

**2.5 Proposal Forms**

All proposals must include a complete set of forms for each bid. Using the forms will ensure consistency in bid submission, interpretation and evaluation by Public Service. If a Respondent is submitting more than one proposal, a separate set of forms must be submitted for each proposal. The forms, together with instructions for each form, are provided in Appendix A to this RFP. Each bid alternative will require a separate set of forms and a separate bid evaluation fee.

**2.6 Clarification of Proposals**

While evaluating proposals, Public Service may request additional information about any item in the proposal. Such requests will be made in writing usually via email. The Respondent is required to provide a written response to the Public Service Solar\*Rewards RFP Project Manager within five (5) business days, or Public Service may deem the Respondent to be non-responsive and stop evaluating the bid. To facilitate meeting the five-day response timeframe, Public Service encourages Respondents to provide one or more alternate points of contact for these questions, with email being the preferred method of communication.

**2.7 Representations**

This RFP does not commit Public Service to pay any costs incurred in the preparation of a

proposal in response to this RFP or to procure or contract for any services offered in response to this RFP. Public Service reserves the right to modify or withdraw this RFP, to negotiate with all qualified Respondents to resolve technical or contractual specifications, and/ or to reject any or all responses and to terminate contract development discussions at any time. Prior to the execution of a contract, Public Service reserves the right to:

- Request from a Respondent information that is not explicitly detailed in this document,
- Reject any or all proposals,
- Reject any proposals that, at Public Service's sole discretion, are not complete or contain irregularities, or waive irregularities in any bid that is submitted,
- Accept or reject any proposals not received on or before the due date specified,
- Accept other than the lowest cost proposal(s),
- Obtain clarification from Respondent concerning proposals,
- Conduct contract development discussions with selected Respondents.

## **2.8 Confidentiality**

Each page of the RFP response should be clearly identified as to whether it contains confidential or proprietary information. Public Service reserves the right to release any proposals to agents or consultants for purposes of proposal evaluation. Public Service's disclosure standards and policies will contractually bind such agents or consultants. Regardless of the confidentiality, all such information may be subject to review by the appropriate state jurisdiction, or any other governmental authority or judicial body with jurisdiction relating to these matters and may be subject to legal discovery. Under such regulatory and legal circumstances, Public Service will make all reasonable efforts to preserve Respondent's confidential information, including requesting that it be filed under seal. Public Service reserves the right to publicly disclose summary information regarding the bid information in a form and manner that does not reveal the identity of any particular Respondent. Public Service reserves the right to retain any and all bid documentation as required under the Company's record retention policy.

## **2.9 Withdrawal of or Addenda to RFP**

Public Service reserves the right to modify, supplement or withdraw this RFP by issuing one or more addenda at any time during this solicitation. Such addenda shall become a part of this RFP and any additional responses required of Respondent by any such addenda shall become part of each proposal.

## **Section 3. Bid Submittal**

### **3.1 Minimum Bid Eligibility Requirements**

This section lists the minimum requirements that all proposals must meet to be eligible to participate in this solicitation. Proposals that do not comply with these requirements will be deemed ineligible and will not be considered for further evaluation.

- Proposals must include all applicable content requirements described in Section 3.2, including clear and complete written descriptions of all information requested and completed forms.



- Proposals must clearly specify all pricing terms. Any and all price escalations must be fully explained.
- Proposals must demonstrate an acceptable level of development and technology risk, as determined by the Company's evaluation team.
- Proposals must be for 20 year terms only, in accordance with Section 2.4.
- Proposals must be submitted along with a non-refundable bid evaluation fee of \$500.

### 3.2 **Proposal Content Requirements**

This section outlines the content and format requirements for all proposals submitted in response to this \_\_\_\_ Solar\*Rewards Large RFP. Proposals that do not include the information requested in this section will be ineligible for further evaluation, unless the information requested is not applicable or relevant to a given bid. If it appears that certain information is inadvertently omitted from a proposal, Public Service may contact the Respondent to obtain the additional information.

The first section of each proposal must contain an Executive Summary that provides an overview of the bid's characteristics, including any unique aspects or benefits. The second section of the proposal must include the set of forms included in Appendix A. These forms will contain essential information about each bid, and a separate set of forms and related information must be submitted with each proposal. The third section of the proposal must include other proposal information, which must be in narrative form under specific topic headings.

A complete proposal will include the following three components:

#### 1. **Executive Summary**

#### 2. **Complete set of applicable forms**

Appendix A of this RFP document includes detailed descriptions of each of these forms, as well as any special instructions for completing the forms.

- **Form A**            **Bid Certification Form**
- **Form B**            **Bid Cover Sheet**
- **Form C**            **Technical Description**
- **Form D**            **Construction Milestones**
- **Form E**            **Supply Amount & REC Bid Form**
- **Form F**            **Anti-Collusion Affidavit**

#### 3. **Narrative Topics Discussion**

In addition to completed forms, each proposal must also include a thorough written discussion of each of the following two topics. The narrative topics should be organized under the following headings, with each heading beginning on a separate page.

- **Project Development Schedule**  
All proposals must provide a detailed schedule of project development activities and target completion dates for engineering, permitting, equipment procurement, construction, start-up and commissioning. Describe the overall development strategy that will ensure that the project can be developed in time to meet the proposed commercial operation date.
- **REC Production Profile**  
All proposals must provide information on expected annual REC production for each project year. Each Respondent must clearly describe anticipated energy production degradation over the term of the contract, and scheduled/anticipated replacement of significant components.

#### **Section 4. Evaluation Process and Assumptions**

The bid evaluation process will include an assessment of cost factors. The economic evaluation will identify the most cost-effective group of proposals based on each bid's REC price. The Company will award Request for Proposals bids up to the annual capacity limit of \_\_ MW provided such bids are reasonable. The bid evaluation process will involve the following steps. These steps are generally sequential, but certain activities will overlap among steps.

##### **4.1 Eligibility Screening**

The information provided in each bid will first be evaluated for completeness and consistency with the proposal submittal requirements outlined in Section 3 of this RFP. Preliminary due diligence will also be conducted at this stage to identify any "fatal flaws" associated with a bid, such as an unacceptably high level of development risk, a technology risk, likelihood of successful interconnection risk or generation capability exceeding 120% of site consumption. As a result of this screening review, Public Service may either eliminate bids from further consideration, or contact Respondents to clarify information or request additional information. Given the short amount of time allotted to evaluate the bids, Public Service will limit follow-up contacts to only those bids that meet the minimum eligibility requirements listed in Section 3.1, and encourage parties to use available location screening tools in advance of bidding to eliminate potential risk of rejection due to fatal flaws.

The Company would want bidders to be aware that based on recent Generator Interconnect studies, the Company has limited available transmission injection capability in the San Luis Valley therefore the acceptance of proposals located in this area will be situational dependent.

##### **4.2 Economic Analysis**

Following Eligibility Screening, levelized REC costs of the remaining bids will be calculated. Levelized REC costs will be calculated from bid REC price.

For community-based projects, the Company will include an assumption of 1.5 RECs per MWh in its economic analysis of the pricing provided by the Respondent that is applicable should the project be deemed to be community-based.

**4.3 Evaluation Assumptions**

The following planning assumptions will underlie Public Service's bid evaluation process.

**Utility Discount Rate and Cost of Capital**

Public Service will use a discount rate of 7.04% based on its current weighted after-tax cost of capital.

**Community-Based Projects**

Public Service is allowed to reflect an additional bonus amount of RECs generated from a Community-Based Project, as defined in Rule 3652(d) of the PUC Rules. This bonus amount will be calculated and added to the estimated number of RECs produced. This adjusted value will be used in the economic analysis of the bid when comparing it against other bids made in response to this RFP. If a Respondent qualifies under Rule 3652(c) it agrees to assist Public Service in obtaining any approvals or declaratory rulings from the Colorado Public Utilities Commission, as deemed necessary by Public Service, that such proposed on-site solar system qualifies as a Community-Based Project.

Please note: Respondents will be paid only on the basis of 1 REC per MWh of energy generated; i.e., Respondents will not be paid for the 0.5 RECs used by the Company for compliance purposes.

**4.4 Evaluation Team**

A bid evaluation team has been formed to develop the RFP, and to evaluate and select bids. Members of the bid evaluation team include personnel from various departments within Public Service, each with different responsibilities.

**4.5 Notification of Bid Results**

Public Service intends to notify Respondents of the results of the bid evaluation and begin contract development on or about \_\_\_\_\_.

**4.6 Post-bid Requirements**

Once a Respondent is notified of an accepted bid, they will have thirty (30) calendar days to submit:

- 1) A letter from the proposed retail customer sent to the program manager indicating their agreement to go forward with this project, citing specific address and system size consistent with the bid awarded; and
- 2) A deposit of \$10,000 per MW, which will be refunded if the project is completed within 18 months of award. If the project is not completed by that date, the deposit will be treated in accordance with the Extension Policy listed in Section 4.8.

**4.7 Changes to system location**

Once a Respondent has been notified that a bid has been accepted, the project location, interconnection meter number and retail customer cannot be changed. The system size may be adjusted down but any lost capacity will not be re-allocated to other bidders after the post-bid requirements are fulfilled. If bids selected for award are such that they exceed 6

MW, the final winning bid will be curtailed so that the sum of all awarded bids does not exceed [ ] MW. If the post-bid requirements are not fulfilled, the bid will be rejected. Public Service then reserves the right at its discretion to accept the next most cost-effective bid from another project from this solicitation.

#### **4.8 Extension Policy**

In the event an extension is necessary to complete a project, the following steps and associated costs are required:

If a project is not completed within 18 months:

- Forfeit the application deposit to the RESA in a per day amount equal to 1/180th of the total deposit amount (as set forth in Section 4.6) for each calendar day past the 18-months, not to exceed the total deposit amount. Liquidated damages will be taken from the deposit until those funds are exhausted.
- Must show substantial completion milestones.

If a project is not completed within 24 months:

- The project is cancelled.

### **Section 5. Delivery and Interconnection**

#### **5.1 Solar Energy Benefit Delivery Requirements**

The point of delivery for the solar energy benefits in response to this RFP will be the customers' on-site solar installation at their facilities.

Successful Respondents will be responsible for providing documentation necessary to obtain interconnection of their On-Site solar installation at each facility.

Respondents may submit documentation for Interconnection to Public Service following the procedures outlined in Section 5.2 below at any time.

#### **5.2 Public Service Interconnection Study Process**

Respondents may choose to request a pre-bid screening for an associated fee and can make those requests via email to the personnel listed below. Awardees of the RFP will follow the application submission process to pay the study fee for engineering review. The requirements of interconnection can be found on the Xcel Energy website at [https://www.xcelenergy.com/working\\_with\\_us/how\\_to\\_interconnect](https://www.xcelenergy.com/working_with_us/how_to_interconnect).

Respondents may also contact Public Service with questions. When contacting Public Service respondents should jointly contact the following personnel:

Thomas Malone, Manager, Area Engineering  
Public Service Company of Colorado  
2655 63<sup>rd</sup> Street  
Boulder, CO 80301  
[Thomas.H.Malone@xcelenergy.com](mailto:Thomas.H.Malone@xcelenergy.com)

Phone: 303-571-3514

Kristin Gaspar, Product Portfolio Manager  
Xcel Energy  
1800 Larimer St., Suite 1500  
Denver, CO 80202  
[Kristin.Gaspar@xcelenergy.com](mailto:Kristin.Gaspar@xcelenergy.com)  
Phone: 303-571-7687

Mr. Malone and Ms. Gaspar will be Public Service's points of contact for all questions and requests related to program application and interconnection.

Respondents should note that any proposals selected through this RFP that involve direct interconnection with the Public Service system will be required to submit an Interconnection Application and to enter into an Interconnection Agreement. Such Interconnection Agreement is a separate and distinct agreement from the SEBPC.

## **Appendix A**

### **Proposal Forms and Instructions**

As discussed in Section 3, the completed forms, attachments and narrative topic discussions, will comprise a complete proposal. The contents of each form and any special instructions for completing the forms are described below.

If additional space is needed to elaborate on information requested on any form, please attach additional sheets with the heading "Form \_\_ - Additional Information."

If certain information is requested that does not apply to the proposal, the Respondent must indicate that the information is not applicable. If appropriate, the Respondent should explain why the information is not applicable.

In addition to submitting a hardcopy of the proposal, Respondents must also include a CD or DVD with the completed forms.

### **Form A Bid Certification Form**

All proposals must include a completed Bid Certification form signed by an officer or other authorized employee of the proposing company. This form will certify that the information in the proposal is accurate, that the pricing includes all costs for the proposed term of service and that the Respondent agrees to be bound by the terms and conditions contained in the RFP. Further, the Respondent must accept the SEBPC included in the RFP, except as specifically noted in writing in the proposal.

### **Form B Bid Cover Sheet**

This form requests general information about the Respondent, the proposed generation technology, type of sale, and capacity.

### **Form C Technical Description**

This form requests a host of information about the proposed configuration of generation equipment, as well as operational characteristics.

### **Form D Construction Milestones**

This form requests Respondents to provide estimated dates for meeting a series of project development and construction milestones for the proposed project.

### **Form E Supply Amount & REC Bid Form**

#### **REC Pricing**

In Form E - Supply Amount & REC Bid Form, which will be Exhibit 1 of the SEBPC, the Respondent must provide a REC price in nominal \$/MWh that would be charged to Public Service during each project year. (To clarify, a nominal price for project year 1 would be the actual price charged in project year 1). For proposals that are selected through this RFP, the proposed REC

price will be the purchase price to be paid by Public Service under Article 2 of the SEBPC. Public Service will make REC payments to the seller based on the amount of energy produced during a billing period, multiplied by the REC purchase price under the SEBPC for that period.

**Respondents shall propose prices that are fixed for the term.** Pricing tied to general inflation indices will not be accepted.

Bid prices must include all costs for which Respondent intends to seek compensation from Public Service, including electric interconnection.

**REC Quantity**

In Form E - Supply Amount & REC Bid Form, which will be Exhibit A of the SEBPC, the Respondent must also provide a projected number of RECs to be produced during each contract year. The number of projected RECs to be produced each year will be evaluated against data representing expected generation output according to the technology being employed. In the event that annual projection estimates which do not appear reasonable in comparison to that data, the Company will conduct due diligence with the Respondent.

**Form F  
Anti-Collusion Affidavit**

All Respondents must certify that, among other things, they have not discussed bid pricing with other Respondents.

**Form A – Certification Form**

The Respondent hereby certifies that all of the statements and representations made in this proposal are true to the best of the Respondent's knowledge and belief, and agrees to be bound by the representations, terms, and conditions contained in the RFP. The Respondent accepts the contract included in the RFP, except as specifically noted in writing.

Submitted by: \_\_\_\_\_  
(Legal name of firm submitting bid)

Respondent: \_\_\_\_\_  
(if different than above)

Signature of an officer of Respondent: \_\_\_\_\_

Print or type name of officer: \_\_\_\_\_

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

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



**Form B – Bid Cover Sheet**

1) Project / Facility Name: \_\_\_\_\_

2) Project Location (city, county): \_\_\_\_\_

3) Respondent Contact:

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Fax: \_\_\_\_\_

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

Alternate Respondent Contact:

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

Address: \_\_\_\_\_

Phone / Fax: \_\_\_\_\_

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

4) Estimated Peak Nameplate Capacity kW DC: \_\_\_\_\_

5) Estimated Annual Calendar Year Energy Production (MWh) \_\_\_\_\_

6) Proposed Construction Start Date: \_\_\_\_\_

7) Proposed Commercial Operation Date: \_\_\_\_\_

**Form C – Technical Description**

1) Describe the solar technology, including, the number of PV panels, the number of inverters, ancillary equipment, etc.

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2) Provide relevant specifications about the proposed generation, inverter and other significant equipment such as brand, model, fabricator, rating, size, capabilities, etc.

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3) Describe the configuration of the proposed generation equipment, including system tracking, tilt, azimuth, etc:

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4) Describe the performance history of major components of the technology as listed above. Provide a list of projects and contact information corresponding to past performance history.

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**Form D – Construction Milestones**

DATE	RESULTS ACHIEVED	
1		Respondent shall submit \$10,000 per MW project deposit which is refundable if the project is complete by 18-months from the date of award.
2		Respondent shall provide Public Service with an executed Interconnection Agreement from the utility serving the customer.
3		Respondent shall provide Public Service with copies of applicable inspection reports for the project.
4		Respondent shall have achieved closing on financing for the Facility or have provided Public Service with proof of financial capability to construct the project.
5		Respondent shall provide Public Service with evidence of complying with that insurance coverage required prior to the Date of Commercial Operation.
6		Respondent shall have made the Interconnection of the solar generating facility to the Customer’s load, and are capable of being energized.
7		Start-up testing of the project commences.
8		Commercial Operation has been achieved and the date duly recorded.
9		All contracts have been executed. All other requisite documentation is on file.

**Form E- Supply Amount & \$/MWh REC Bid Form**

<b>Customer Information</b>	
Customer Name **	
Mailing Address	
Contact Name	
Contact Email	
Contact Phone (s)	
<b>Third Party Developer Information (if applicable)</b>	
Company Name	
Mailing Address	
Contact Name	
Contact Phone	
Contact Email	
<b>Solar Facility Installation Information</b>	
Street Address	
City, State, Zip	
Existing Public Service Customer? (Yes/No)	
If yes, Xcel Energy Account Number	
If yes, Xcel Energy Premise Number	
Projected Date of Commercial Operation	
System nameplate DC output capacity (kW)	
Annual solar degradation rate (%)	

<b>Project Year</b>	<b>REC Production Estimate (MWh)</b>	<b>\$/MWh</b>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
<b>Fill in requested data for each project year under contract</b>		

**Form F-Anti-Collusion Affidavit**

I hereby attest that I \_\_\_\_\_ am the person responsible within my firm for the final decision as to the details, price(s) and amount of this proposal or, if not, that I have written authorization, enclosed herewith, from that person to make the statements set out below on his or her behalf and on behalf of my firm.

I further attest that:

1. The price(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement for the purpose or with the effect of restricting competition with any other firm or person who is a bidder or potential prime bidder.

2A. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to bid opening.

2B. Neither the prices nor the amount of the bid of any other firm or person who is a bidder or potential prime bidder on this project have been disclosed to me or my firm.

3A. No attempt has been made to solicit, cause or induce any firm or person who is a bidder or potential prime bidder to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

3B. No agreement has been promised or solicited for any other firm or person who is a bidder or potential prime bidder on this project to submit an intentionally high, noncompetitive or other form of complementary bid on this project.

4. The bid of my firm is made in good faith and not pursuant to any consultation, communication, agreement or discussion with, or inducement or solicitation by or from any firm or person to submit any intentionally high, noncompetitive or other form of complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase or sale of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit any intentionally high, noncompetitive or other form of complementary bid or agreeing or promising to do so on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting any intentionally high, noncompetitive or other form of complementary bid, or agreeing or promising to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, or other conduct inconsistent with any of the statements and representations made in this affidavit.

8. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as a fraudulent concealment from Public Service Company of Colorado d/b/a Xcel Energy, of the true facts relating to submission of bids for this SEBPC.

Submitted by: \_\_\_\_\_  
(Legal signature of responsible individual)

Printed Name: \_\_\_\_\_  
(Legal printed name of responsible individual)

Title: \_\_\_\_\_  
(Business title of responsible individual)

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

Company: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_



Solar Garden ID No. \_\_\_\_\_

**Solar\*Rewards Community Producer Agreement**  
**Solar\*Rewards Community Photovoltaic (PV) Systems**  
**For SRC Producers**

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between Public Service Company of Colorado, d/b/a/ Xcel Energy (“Public Service” or “Company”), a Colorado corporation, whose address is 1800 Larimer Street, Denver, Colorado 80202, and \_\_\_\_\_ (“SRC Producer”), a \_\_\_\_\_, whose business address is \_\_\_\_\_, each of which may be referred to herein individually as a “Party” or collectively as the “Parties.”

**RECITALS:**

This Agreement governs the relationship between Public Service and SRC Producer, both on behalf of itself and as authorized agent for SRC Subscribers (as defined in Section 1.25 below) and the PV System Owner (as defined in Section 1.15 below), with respect to the Photovoltaic Energy and associated Renewable Energy Credits (“RECs”) generated by the community solar garden photovoltaic solar system (the “PV System”) installed, or to be installed, at the location described in Exhibit A attached hereto, with a rated Direct Current (DC) nameplate capacity of \_\_\_ kW.

In consideration of the premises and mutual covenants herein contained, the Parties hereto agree as follows:

**ARTICLE I**  
**DEFINITIONS**

As used herein, the following terms shall have the meanings specified or referred to below which shall apply equally to single and plural forms. Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 *Code of Colorado Regulations* 723-3-3652, as of the date of this Agreement.

1.1 “Applicable Law” shall have the meaning set forth in Section 9.1 of this Agreement.

1.2 “Commission” shall mean the Public Utilities Commission of the State of Colorado.

1.3 “Commonly Owned” shall mean ownership by the same corporate entity or through either legal affiliates or partnerships other than common debt or tax equity partners.

1.4 “Date of Commercial Operation” shall mean the day upon which Commercial Operation is first achieved pursuant to Section 4.3 hereof.

1.5 “Deposit” shall mean a security deposit in an amount equal to \$100/kW of the PV System’s Direct Current (DC) nameplate capacity.

1.6 “Electric Tariffs” shall mean Public Service’s electric tariffs as in effect and on file with the Commission from time to time.

1.7 “Environmental Contamination” means the introduction or presence of Hazardous Materials at such levels, quantities or location, or of such form or character, that (i) requires remediation under Applicable Law, (ii) present a material risk that the Solar Garden Site will not be available or usable for the purposes contemplated by this Agreement, and/or (iii) will preclude or interfere with SRC Producer’s ability to perform its obligations under this Agreement as and when due.

1.8 “Force Majeure” shall have the meaning set forth in Section 6.1 of this Agreement.

1.9 “Hazardous Material” means any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed or identified under, or which may form the basis for liability under Applicable Law, or which is deemed or may be deemed hazardous, dangerous, damaging or toxic to living things or the environment, and shall include, without limitation, any flammable, explosive, or radioactive materials; hazardous materials; radioactive wastes; hazardous wastes; hazardous or toxic substances or related materials; polychlorinated biphenyls; per- and poly-fluoroalkyl substances; petroleum products, fractions and by-products thereof; asbestos and asbestos-containing materials; medical waste; solid waste, and any excavated soil, debris, or groundwater that is contaminated with such materials.

1.10 “House Power” shall mean the supply of retail power for consumption at the Solar Garden Site.

1.11 “Interconnection Agreement” shall mean the separate agreement to be entered into between SRC Producer and Public Service providing the terms and conditions by which SRC Producer may interconnect and operate the PV System in parallel with Public Service’s electric distribution system at the Solar Garden Site.

1.12 “Monthly Subscription Information” shall mean the information stored within the SRC Application System, as timely entered or changed by SRC Producer via the SRC Application System pursuant to Section 4.7 hereof, setting forth the names of the SRC Subscribers holding Subscriptions in the PV System, each such SRC Subscriber’s identifying information, and the SRC Allocation applicable to each such SRC Subscriber’s Subscription, reflecting each SRC Subscriber’s allocable portion of Photovoltaic Energy and associated RECs produced by the PV System during a particular Production Month.

1.13 “Photovoltaic Energy” shall mean the net electric energy generated from the PV System, using solar radiation energy to generate electricity delivered to Public Service and



measured at the Production Meter. Photovoltaic Energy shall be of a power quality of 60 cycle, three-phase alternating current that is compliant with the Interconnection Agreement.

1.14 “Post-Bid Requirements” shall have the meaning set forth in the RFP.

1.15 “Production Meter” shall mean the measuring facility installed by Public Service pursuant to Section 5.2 hereof to measure the Photovoltaic Energy produced by the PV System at the point where the Photovoltaic Energy and the associated RECs change possession from SRC Producer to Public Service.

1.16 “Production Month” shall mean the calendar month during which Photovoltaic Energy and associated RECs are produced by the PV System and delivered to Public Service at the Production Meter.

1.17 “PV System” shall mean the solar electric generating facility to be located at the Solar Garden Site, including the photovoltaic panels, inverter, output breakers, facilities necessary to connect to the Production Meter, protective and associated equipment, improvements, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the Photovoltaic Energy and associated RECs subject to this Agreement.

1.18 “PV System Owner” shall mean the entity or entities holding legal title or otherwise having full rights of ownership in and to the PV System. If the PV System Owner is the same entity as SRC Producer, then Section 3.2 hereof shall not be applicable.

1.19 “PVWATTS” shall mean the National Renewable Energy Laboratory’s PVWATTS Calculator, or any successor product or service.

1.20 “Renewable Energy Credit” or “REC” shall have the meaning set forth in 4 CCR 723-3-3652. In addition REC shall also mean the right to all non-energy and environmental attributes (including economic, carbon and pollutant-related tags and credits, benefits, avoided or reduced emissions reductions, offsets, emission rate reductions, tags and allowances, howsoever titled) attributable to the capacity available and/or energy generated by the PV system, including environmental air quality credits, tags and allowances created by law or regulation by virtue of the PV system’s environmentally favorable or renewable characteristics or attributes. “RECs” includes but is not limited to rights eligible for registration, trading and/or use under the Western Renewable Energy Generation Information System (“WREGIS”).

For the avoidance of doubt, a “REC” excludes (i) any local, state or federal production tax credit, depreciation deductions or other tax credits providing a tax benefit to SRC Producer or the owner of the PV System based on ownership of, or energy production from, any portion of the PV System, including the investment tax credit expected to be available to SRC Producer or the owner of the PV System with respect to the PV System under Internal Revenue Code Section 48 (Energy Credits); (ii) any direct governmental grant or payment inuring to the benefit of SRC Producer or the owner of the PV System based on ownership of, or energy production from, any portion of the PV System, pursuant to Section 1603 of the American Recovery and

Reinvestment Act, or other federal or state legislation; and (iii) depreciation and other tax benefits arising from ownership or operation of the PV System unrelated to its status as a generator of renewable or environmentally clean energy.

1.21 “RFP” shall mean the Public Service request for proposal regarding the purchase of Photovoltaic Energy and associated RECs from Community Solar Gardens that SRC Producer responded to with its SRC Bid.

1.22 “Rural” shall mean an area classified as “rural” by the United States Census Bureau as of the date of execution of this Agreement.

1.23 “Solar Garden Site” shall mean the parcel of real property on which the PV System will be constructed and located, including any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of the PV System. The Solar Garden Site is more specifically described in Exhibit A to this Agreement, which may be updated by the mutual agreement of the Parties from time to time.

1.24 “Solar\*Rewards Community Application and Subscriber Management System” or “SRC Application System” is the interactive, internet website-based interface maintained by Public Service through which SRC Producer may establish qualification and provide information and complete documents necessary for acceptance in Public Service’s Solar\*Rewards Community Program, and may enter or change the Monthly Subscription Information reflecting each SRC Subscriber’s allocable portion of the Photovoltaic Energy and associated RECs produced by the PV System each Production Month. For each user that logs into to the SRC Application and Subscriber Management System SRC Producer shall be charged and shall pay an annual site license of \$500 for each user that logs into to the SRC Application and Subscriber Management System. This number is subject to change in future contract cycles with the software platform vender. Checks should be made out to “Public Service Company of Colorado” and must be submitted with the SRC Producer Agreement.

1.25 “SRC Allocation” shall mean the monthly allocation, stated in kilowatts (“kW”) as a share of the total nameplate capacity of the PV System, applicable to each SRC Subscriber’s Subscription reflecting such SRC Subscriber’s allocable portion of Photovoltaic Energy and associated RECs produced by the PV System in a particular Production Month. In accordance with Section 4.7 below, the SRC Producer is required to timely provide the SRC Allocation to Public Service on a monthly basis through the SRC Application System, which Public Service will in turn use to calculate the SRC Credit for each billing month.

1.26 “SRC Application” shall have the meaning set forth in the RFP.

1.27 “SRC Bid” shall mean SRC Producer’s bid for the sale of Photovoltaic Energy and associated RECs from the PV System in response to the RFP.

1.28 “SRC Credit” shall mean the dollar amount paid by Public Service to each SRC Subscriber as a credit on the SRC Subscriber’s retail electric service bill to compensate the SRC

Subscriber for its beneficial share of Photovoltaic Energy and associated RECs produced by the PV System and delivered to Public Service from the SRC Producer, in accordance with Rate Schedule SRC of Public Service's Electric Tariffs.

1.29 “SRC Subscriber” shall mean the retail electric service customer of Public Service who: (a) owns a beneficial share of the Photovoltaic Energy and associated RECs produced by the PV System pursuant to a Subscription; (b) has attributed such Subscription to one or more premises served by Public Service where it is the customer of record; and (c) has entered into a SRC Subscriber Agency Agreement with SRC Producer.

1.30 “SRC Subscriber Agency Agreement” shall mean an agreement entered into between each SRC Subscriber and SRC Producer, in a form substantially the same as the SRC Subscriber Agency Agreement attached hereto as Exhibit B, by and through which each SRC Subscriber has authorized SRC Producer to act as SRC Subscriber's agent for purposes of this Agreement, including, among other things, to sell SRC Subscriber's beneficial share of Photovoltaic Energy and associated RECs generated by the PV System to Public Service.

1.31 “Subscription” shall mean a proportional interest owned or held by a particular SRC Subscriber in the PV System within the meaning of Section 40-2-127(2)(b)(III), C.R.S., which meets all of the requirements set forth in Section 3.3 below.

1.32 “Substantial Completion” shall mean the date that all construction and installation of the PV System is completed, and the PV System is ready to be commissioned at the full-agreed upon generation capacity, including, but not limited to, a set transformer, meter set request, and the SRC Producer having requested a scheduled witness test for the PV System.

1.33 “Urban” shall mean an area classified as “urban” by the United States Census Bureau as of the date of execution of this Agreement.

## **ARTICLE II TRANSFER OF PHOTOVOLTAIC ENERGY AND ASSOCIATED RECS**

2.1 Sale and Delivery of Subscribed Photovoltaic Energy and Associated RECs. Effective upon the Date of Commercial Operation, SRC Producer shall sell and deliver to Public Service at the Production Meter all of the Photovoltaic Energy and associated RECs produced by the PV System and attributable to Subscriptions held by all SRC Subscribers in the PV System. Notwithstanding anything to the contrary, Public Service's payment obligation set forth in Section 2.3, if applicable, and the SRC Credits (as an indirect inducement of SRC Subscribers to obtain Subscriptions from SRC Producer) are SRC Producer's sole consideration for the sale and delivery of Photovoltaic Energy and associated RECs generated by the PV System that are attributable to Subscriptions.

### 2.2 SRC Credits.

(a) For each SRC Subscriber, Public Service shall apply an SRC Credit each billing period to such SRC Subscriber's bill for retail electric service in accordance with Rate

Schedule SRC of Public Service's Electric Tariffs based upon the SRC Subscriber's SRC Allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the SRC Credit is applicable shall not necessarily match the billing period for retail electric service bill in which the SRC Credit is applied.

(b) For purposes of applying the SRC Credit to SRC Subscribers' bills, Public Service shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered or changed by SRC Producer via the SRC Application System in accordance with the procedures set forth in Section 4.7 below. The correction of previously-applied SRC Credits among SRC Subscribers due to any inaccuracy reflected in such Monthly Subscription Information with regard to an SRC Subscriber's Subscription in the PV System and the beneficial share of Photovoltaic Energy and associated RECs produced by the PV System shall be the full responsibility of the SRC Producer.

2.3 Positive Price and Payments to SRC Producer for Photovoltaic Energy and Associated RECs. The price to be paid by Public Service for the purchase of the Photovoltaic Energy and the associated RECs hereunder shall be expressed in dollars per megawatt-hour (MWh), with one REC being generated for each MWh of energy generated by the PV System. If the price to be paid is positive, as set forth in the SRC Bid, Public Service shall pay SRC Producer the price of \$\_\_\_\_\_ per MWh of energy generated by the PV System for the subscribed portion of Photovoltaic Energy recorded at the Production Meter, in full satisfaction (together with the SRC Credits) of SRC Producer's delivery of such RECs and the corresponding Photovoltaic Energy.<sup>1</sup> Payments for such purchases shall be made monthly by check to SRC Producer for the Photovoltaic Energy and the associated RECs recorded at the Production Meter during the immediately preceding Production Month. Such payment shall be made within thirty (30) days of the applicable meter reading.

2.4 Negative Price and Option for One-Time Payment to Public Service for Photovoltaic Energy and Associated RECs. If the price to be paid for the Photovoltaic Energy and the associated RECs is negative, as set forth in the SRC Bid, Public Service and the SRC Producer may agree that the SRC Producer may make a one-time payment to Public Service of \$\_\_\_\_\_. Such payment shall be made by check to Public Service issued within thirty (30) days after the Date of Commercial Operation.

2.5 Negative Price and Payment(s) to Public Service. The price to be paid by SRC Producer to Public Service for acceptance of RECs shall be expressed in dollars per megawatt-hour (MWh). If the price to be paid for the Photovoltaic Energy and the associated RECs is negative, as set forth in the SRC Bid, SRC Producer shall pay Public Service the price of \$\_\_\_\_\_ per MWh of energy generated by the PV System for the subscribed portion of

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<sup>1</sup> **Drafting note:** If a bid calls for escalating, deescalating, or tiered pricing, tailored contractual language or a pricing schedule will be required. To add a schedule, the following change can be made to the sentence preceding this footnote: "...Public Service shall pay SRC Producer the price of \$\_\_\_\_\_ per MWh of energy generated by the PV System shown on Schedule 1 to this Agreement for the subscribed portion of Photovoltaic Energy recorded at the Production Meter, . . ."

Photovoltaic Energy recorded at the Production Meter,<sup>2</sup> in full satisfaction (together with the SRC Credits) of SRC Producer's delivery of such RECs and the corresponding Photovoltaic Energy. Unless otherwise paid in accordance with Section 2.4, payments shall be made by check to Public Service by SRC Producer and shall be made within thirty (30) days of Public Service issuing a bill to the SRC Producer.

2.6 Purchase and Sale of Unsubscribed Photovoltaic Energy and Associated RECs. Effective upon the Date of Commercial Operation, SRC Producer agrees to sell and Public Service agrees to purchase all of the Photovoltaic Energy and associated RECs produced by the PV System and delivered to Public Service at the Production Meter not attributable to a Subscription held by any SRC Subscriber based upon the Monthly Subscription Information applicable to the Production Month. Public Service shall pay SRC Producer a price per kWh for the Photovoltaic Energy and associated RECs purchased pursuant to this section that is equal to the Company's average hourly incremental cost of electricity supply over the most recent calendar year. Public Service's actual average hourly incremental cost of electricity supply over the most recent calendar year shall be calculated in accordance with the methodology for determining Public Service's actual average hourly cost of the last 10 MW dispatched for any purpose set forth in Schedule 9, Generator Imbalance Service, of its then-effective Open Access Transmission Tariff on file with the Federal Energy Regulatory Commission. Such actual average hourly incremental cost shall be posted from time-to-time on Xcel Energy's website. Payments for such purchases shall be made monthly by check to SRC Producer for the unsubscribed portion of the Photovoltaic Energy and associated RECs recorded at the Production Meter during the immediately preceding Production Month. Such payment shall be made within thirty (30) days of the applicable meter reading. Notwithstanding anything to the contrary, Public Service's payment obligation set forth in this Section 2.6 is SRC Producer's sole consideration for the sale and delivery of Photovoltaic Energy and associated RECs generated by the PV System that are not attributable to Subscriptions.

2.7 Title, Risk of Loss, and Warranty of Title. As between the Parties, SRC Producer shall be deemed to be in control of the Photovoltaic Energy output from the PV System up to and until delivery and receipt by Public Service at the Production Meter and Public Service shall be deemed to be in control of such energy from and after delivery and receipt at such Production Meter. Title and risk of loss related to the Photovoltaic Energy and all associated RECs shall transfer to Public Service at the Production Meter. SRC Producer shall have at the time of delivery good and sufficient title, or the right to transfer good and sufficient title, to all Photovoltaic Energy output to Public Service, free and clear of all liens and encumbrances. SRC Producer shall have at the time of delivery good and sufficient title, or the right to transfer good and sufficient title, to all RECs associated with such Photovoltaic Energy output to Public Service, free and clear of all liens and encumbrances.

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<sup>2</sup> **Drafting note:** If a bid calls for escalating, deescalating, or tiered pricing, tailored contractual language or a pricing schedule will be required. To add a schedule, the following change can be made to the sentence preceding this footnote: "...SRC Producer shall pay Public Service the price of \$\_\_\_\_\_ per MWh of energy generated by the PV System shown on Schedule 1 to this Agreement for the subscribed portion of Photovoltaic Energy recorded at the Production Meter, . . ."

2.8 Exclusive Dealing. SRC Producer shall not sell any Photovoltaic Energy or any associated RECs generated from the PV System to any person other than Public Service during the Term of this Agreement, and Public Service shall purchase and own all Photovoltaic Energy and associated RECs produced by the PV System.

**ARTICLE III**  
**REPRESENTATIONS OF THE PARTIES AND CONDITIONS PRECEDENT**

3.1 SRC Producer warrants and covenants from and after the Date of Commercial Operation to Public Service as follows:

(a) SRC Producer will be either the PV System Owner or a subscriber organization organized under Section 40-2-127, C.R.S., duly authorized by the PV System Owner to beneficially operate the PV System and to issue subscriptions in the PV System to SRC Subscribers.

(b) SRC Producer will be duly authorized to sell and deliver to Public Service Photovoltaic Energy and associated RECs produced by the PV System on behalf of all SRC Subscribers who then have valid Subscriptions in the PV System.

(c) SRC Producer will have the right and authority to sell the unsubscribed Photovoltaic Energy and associated RECs produced by the PV System to Public Service.

(d) SRC Producer will at all times have a designated primary application manager or other authorized representative, and such individual will have authority to act on behalf of SRC Producer (and Public Service will be entitled to rely on such individual's authority) for all actions contemplated by this Agreement, including payment direction to return the Deposit or escrowed funds under Sections 4.4 and 4.5.

3.2 If the PV System Owner and the SRC Producer are not the same person, then the undersigned PV System Owner hereby agrees and consents to the terms of this Agreement and hereby authorizes SRC Producer to perform any and all acts necessary on its behalf to carry out the duties, responsibilities and obligations provided for herein as SRC Producer, and to sell on the PV System Owner's behalf any and all of PV System Owner's interest in the Photovoltaic Energy and associated RECs produced by the PV System to Public Service in accordance with the terms hereof.

3.3 Requirements and Restrictions Applicable to SRC Subscribers and Subscriptions. SRC Producer covenants and warrants during the Term as follows:

(a) No SRC Subscriber will, at any time following the Date of Commercial Operation, own more than a 40 percent interest in the beneficial use of the Photovoltaic Energy and associated RECs generated by the PV System.

(b) Effective upon the first day of the Production Month immediately following eighteen (18) months after the Date of Commercial Operation, the SRC Producer shall

not own more than a 40 percent interest in the beneficial use of the Photovoltaic Energy or associated RECs generated by the PV System.

(c) SRC Producer shall ensure that each Subscription is sized to represent at least one kW of the PV System's nameplate rating and to supply no more than 120 percent of the SRC Subscriber's average annual electricity consumption at the premises to which the Subscription is attributed (based on the annual estimated generation of the PV System as determined via PVWATTS), reduced by the amount of any existing retail renewable distributed generation at such premises; provided that the minimum one kW sizing requirement herein will not apply to Subscriptions owned by an eligible low-income customer, as defined in Rule 3652(o) of the Commission's Rules Regulating Electric Utilities, 4 *Code of Colorado Regulations* 723-3-3652.

(d) The premises to which a Subscription is attributed by a SRC Subscriber will be a premise served by Public Service and will be within the same county as, or a county adjacent to, that of the Solar Garden Site. If any SRC Subscriber's premises to which a Subscription hereunder pertains, as the result of the official and valid action of any governmental body, is no longer provided retail electric service from Public Service, then, effective upon the date such premises is no longer served by Public Service, SRC Producer shall remove such Subscription from the SRC Application System and, if SRC Producer fails to do so, Public Service shall have the right to remove such Subscription on the SRC Producer's behalf.

(e) Unless otherwise expressly agreed by Public Service in writing, SRC Producer shall allocate Subscriptions to the classes or categories of Subscribers set forth on Exhibit D, including, if applicable, Eligible Low-Income CSG Subscribers or residential rate class service customers (R, RE-TOU, RD, or RD-TDR), in the percentages of the SRC Allocation as set forth on Exhibit D (each percentage, a "Subscriber Mix Commitment"), and SRC Producer shall cause each such Subscriber Mix Commitment to be at least as great as the corresponding commitment set forth in the SRC Bid. If, at any time, SRC Producer fails to meet or exceed any Subscriber Mix Commitment, SRC Producer will only be entitled to payment at the unsubscribed energy and REC rate set forth in Section 2.6 for that portion of the SRC Allocation set aside or dedicated for the applicable Subscriber Mix Commitment that fails to meet such Subscriber Mix Commitment.

(f) The primary business of any SRC Subscriber at the retail customer premises to which the Subscription is attributed will not be the generation of electricity for retail or wholesale sale.

In addition to any other rights and remedies set forth herein, (i) Public Service reserves the right to refuse to accept any additions, deletions or changes to the Monthly Subscription Information to the extent such addition, deletion or change results in non-compliance with any of SRC Producer's preceding requirements set forth in this Section 3.3 and (ii) if an SRC Allocation for any SRC Subscriber or Subscription no longer complies with the preceding requirements set forth in this Section 3.3 as determined in Public Service's discretion, then Public Service may treat such SRC Allocation as unsubscribed unless and until such all such requirements have been met with respect to such SRC Subscriber and such Subscription.

3.4 Requirements and Restrictions Applicable to the PV System. SRC Producer further covenants and warrants during the Term as follows:

(a) Following the Date of Commercial Operation, the PV System will have at least ten SRC Subscribers.

(b) The PV System will have a capacity nameplate rating of two megawatts (2 MW) or less.

(c) The PV System will be located within Public Service's existing service territory, as defined pursuant to a final Commission order issuing to Public Service a certificate of public convenience and necessity authorizing Public Service to provide retail electric service within a specific geographic area, as may be amended from time to time pursuant to subsequent Commission orders. If the PV System is or will no longer be located within Public Service's existing service territory, then Public Service may terminate this Agreement, which termination will be effective on the date of Public Service's written notice of such termination, or, if later, the date that the PV System is no longer located within Public Service's service territory.

(d) The location of CSGs will not result in more than 2 MWs of Commonly Owned total capacity of CSGs energized within a 0.5 mile distance as measured from point of interconnection to point of interconnection for Rural CSGs. In Urban areas the distance between points of interconnection between Commonly Owned CSGs will be maintained at 0.5 miles; however, the capacity allowed within this distance will be increased to 4.0 MW. Furthermore, each awarded CSG must be contained on its own legal parcel of land.

(e) If the PV System has a nameplate capacity of one (1) MW or greater, the PV System will be registered with the Western Renewable Energy Generation Information System ("WREGIS") and its production data regularly reported to the WREGIS.

In addition to any other rights and remedies set forth herein, Public Service may refuse to purchase any and all Photovoltaic Energy and associated RECs produced from the PV System during any period that SRC Producer is not in compliance with the preceding requirements set forth in this Section 3.4.

3.5 Responsibility for Verification. The SRC Producer and Public Service shall jointly verify that each SRC Subscriber is eligible to be an SRC Subscriber in the PV System pursuant to Section 3.3 above.

3.6 Code Compliance. SRC Producer shall be solely responsible for ensuring and shall ensure that the PV System equipment installed at the Solar Garden Site is new equipment and meets all applicable codes, standards, and regulatory requirements at the time of installation.

3.7 Public Service Disclaimer. Nothing in this Agreement shall be construed as a representation or warranty by Public Service of the design, installation or operation of the PV System or any component thereof, and Public Service expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.



**ARTICLE IV**  
**TERM, COMMERCIAL OPERATION AND PERFORMANCE**

4.1 Term. This Agreement shall become effective upon its execution by the Parties and shall continue in effect for a Term of twenty (20) years from and after the Date of Commercial Operation, subject to early termination as set forth herein. Applicable provisions of this Agreement shall continue in effect after termination, including early termination, or expiration to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination or expiration and, as applicable, to provide for final billings and adjustments related to the period prior to termination or expiration, repayment of any money due and owing to either Party pursuant to this Agreement, and the indemnifications specified in this Agreement.

4.2 Project Development. Prior to the Date of Commercial Operation, SRC Producer agrees to (i) submit regular progress reports (and not fewer than semi-annually) to Company including current status of each Construction Milestone as set forth in the SRC Bid, a copy of which is attached hereto as Exhibit C, any significant developments or delays along with an action plan for making up delays, and SRC Producer's best estimate of the Date of Commercial Operation; (ii) provide copies of reports submitted to the PV System Lender relating to status, progress and development of the project, (iii) upon Company request, meet with the Company to participate in semi-annual meetings to discuss the progress reports, answer questions, and assess the schedule, and (iv) participate in semi-annual progress review and issue remediation meetings when requested by the Company. SRC Producer shall make all relevant contractors available to Company in order to keep the Company fully informed on the status of the development. The semi-annual progress reports are due on every 6 month interval determined from the date the application is created by Public Service, ceasing once Commercial Operation has been obtained. Upon request, the Company shall have the right to monitor the construction, start-up, testing, and operation of the PV System at the Solar Garden Site for compliance with this Agreement, the SRC Bid, the SRC Application, and the Post-Bid Requirements, *provided, however, that* Company shall comply with all of SRC Producer's reasonable and applicable safety and health rules and requirements. Company's monitoring of the Facility shall not be construed as inspections or endorsing the design thereof nor as any express or implied warranties including performance, safety, durability, or reliability of the Facility.

4.3 Commercial Operation. Commercial Operation is achieved when: (a) 100% of the nameplate capacity of the PV System is installed; (b) the PV System has operated without experiencing any abnormal or unsafe operating conditions, as witnessed by Public Service personnel at the Solar Garden Site; (c) all permits necessary to authorize the production and, if applicable, delivery to Public Service of Photovoltaic Energy generated by the PV System have been obtained; (d) the PV System is authorized to operate by Public Service; and (e) the Interconnection Agreement has been entered into between Public Service and SRC Producer and the PV System has been interconnected with Public Service's electric distribution system pursuant to the Interconnection Agreement.

4.4 Deposit. Within ninety (90) days of the Date of Commercial Operation, Public Service shall return to SRC Producer the amount paid to Public Service as the required Deposit in connection with its SRC Application; less any amounts deducted in accordance with Section

5.1. Notwithstanding the foregoing, if this Agreement is terminated for any reason other than Public Service's failure to perform or observe any material term or provision of this Agreement, then the Deposit shall become non-refundable and forfeited by SRC Producer to the Renewable Energy Standard Adjustment account.

4.5 Escrow Fund. Within ninety (90) days of the Date of Commercial Operation, Public Service shall provide to SRC Producer a written certification in accordance with Rule 3665(d)(III) of the Commission's Rules Regulating Electric Utilities, 4 *Code of Colorado Regulations* 723-3-3665, or, if such escrowed funds were deposited directly with Public Service, Public Service shall return the amount of any such escrowed funds in accordance with the terms of any escrow agreement. If Commercial Operation is not achieved and SRC Producer provides written notice to Public Service of its intention not to pursue completion of the PV System, and such escrowed funds were deposited directly with Public Service, Public Service shall return the amount of any such escrowed funds in accordance with the terms of any escrow agreement.

4.6 Maintenance and Repair of PV System. The SRC Producer shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of this Agreement. If, during the Term of this Agreement the PV System or any of the individual components of the system should be damaged, destroyed or is otherwise out of operation, the SRC Producer shall provide Public Service written notice and promptly repair or replace the equipment to its original specifications, tilt and orientation at the SRC Producer's sole expense. All of Public Service's obligations hereunder during the period of such repair or replacement shall be suspended, except for making payment for any Photovoltaic Energy and associated RECs generated and delivered prior to such damage or destruction; provided, however, that if the time period for repair or replacement is reasonably anticipated to exceed one hundred and eighty (180) days, Public Service shall have the right, exercisable at its sole option, to terminate this Agreement upon not less than thirty (30) days written notice, with no further obligation of the Parties to perform hereunder following the effective date of such termination. In all other situations, if the PV System is out of operation for more than ninety (90) consecutive days during the Term of this Agreement, Public Service shall have the right to terminate this Agreement by providing written notice to SRC Producer anytime during the period following the expiration of such ninety (90) days and before the PV System has been made fully operational again. If this Agreement is terminated pursuant to this Section 4.6, then SRC Producer shall pay Public Service liquidated damages in an amount equal to (a) the estimated annual generation of the PV System, as determined via PVWATTS, after applying an annual cell degradation factor of one percent (1%) each year (compounded) after the first year, multiplied by (b) the number of years or partial years remaining in the Term as of the effective date of such termination, and further multiplied by (c) the positive difference resulting, if any, by subtracting (i) the price per MWh to be paid (expressed as a negative number if SRC Producer is paying Public Service) for the Photovoltaic Energy and the associated RECs set forth in Sections 2.3 through 2.5, as applicable, from (ii) the weighted-average price per MWh for Photovoltaic Energy and associated RECs of the awarded bids under Public Service's most recent request for proposal under its Solar\*Rewards Community Service program. In no event will the foregoing calculation be deemed to obligate Public Service to make any payment to SRC Producer. Notwithstanding anything to the contrary contained herein, the Parties acknowledge and agree that (i) the liquidated damages set forth herein are not a penalty and (ii) that Public Service's

actual damages in the event of an SRC Producer default under this Section 4.6 would be difficult to ascertain and that the liquidated damages set forth herein adequately represent the Parties' best estimate of such damages.

4.7 Updating of Monthly Subscription Information. On or before five business days immediately preceding the first day of each Production Month, SRC Producer shall provide to Public Service any and all changes to the Monthly Subscription Information, by entering new or updating previously-entered data through the use of the SRC Application System, in order to ensure that the SRC Subscribers and SRC Allocation applicable to each such SRC Subscriber's Subscription in the PV System are complete and accurate with respect to the Photovoltaic Energy and associated RECs produced by the PV System during such Production Month. As of the 5th business day preceding each Production Month, the Monthly Subscription Information so entered and updated shall be used by Public Service with respect to the Photovoltaic Energy and associated RECs produced and delivered during such Production Month to calculate the SRC Credits applicable to SRC Subscribers and to determine the amount of remaining unsubscribed Photovoltaic Energy to be purchased and sold in accordance with Article II hereof and to determine the amount RECs attributable to the unsubscribed Photovoltaic Energy. Such data to be entered or changed by SRC Producer shall include additions and deletions to the SRC Subscribers holding Subscriptions in the PV System, the SRC Subscriber's identifying information (*e.g.*, account number and service address attributable to each Subscription) and the SRC Allocation for each SRC Subscriber's Subscription for the Production Month, stated in kW (up to two decimal places, or in hundredths) as a portion of the total nameplate capacity of the PV System.

4.8 Review of Low-Income Qualification. The SRC Producer shall assist Public Service with verifying that any eligible low-income CSG subscriber, as defined in Rule 3652(o) of the Commission's Rules Regulating Electric Utilities, 4 *Code of Colorado Regulations* 723-3-3652, meets the requirements set forth in 4 CCR 723-3-3652(o). Assistance may include but is not limited to providing any documentation of low-income status as defined above or providing any contact information for the verifying agency or organization.

4.9 Subscription Limitations. SRC Producer shall issue Subscriptions in the PV System only to eligible retail electric service customers of Public Service subject to the requirements of Section 3.3 above. To the extent a Subscription is issued to or held by an SRC Subscriber who is not an eligible retail electric customer of Public Service, such Subscription shall be deemed invalid and eliminated from the SRC Application System. The proportional share of Photovoltaic Energy output and associated RECs attributable to such invalid Subscription shall be treated as unsubscribed for purposes of the SRC Allocation and applicable pricing. If the SRC Subscriber to which such SRC Allocation is attributable no longer holds a valid Subscription in the PV System, Public Service reserves the right to suspend the application of SRC Credits for purposes of this Agreement, either in whole or in part, until the situation is remedied by the SRC Producer. If the SRC Subscriber to which such SRC Allocation is attributable no longer meets the qualification of low income as defined under 4 CCR 723-3-3652(o) in the PV System, Public Service reserves the right to suspend the application of SRC Credits for purposes of this Agreement, either in whole or in part, until the situation is remedied by the SRC Producer. Furthermore, until the remedy has occurred the SRC Producer will be paid

at the rate described in Section 2.6 of this Agreement for any energy producer that is attributable to the applicable SRC Allocation.

4.10 Subscription Transfers. Subscriptions may be transferred between eligible SRC Subscribers by reflecting such transfer in the Monthly Subscription Information through changes or entries by SRC Producer via the SRC Application System. The SRC Subscriber may from time to time change the premises to which the Subscription is attributed, so long as the requirements of Section 3.3(d) are met.

4.11 Disclosure of Production Information. SRC Producer acknowledges and agrees that, in order for Public Service to carry out its responsibilities in applying SRC Credits to SRC Subscribers' bills for electric service, Public Service may be required and shall be permitted to provide access or otherwise disclose and release to any SRC Subscriber any and all production data related to the PV System in its possession and information regarding the total SRC Credits applied by Public Service with respect to the PV System and the amounts paid to SRC Producer for unsubscribed Photovoltaic Energy and Renewable Energy Credits generated by the PV System. Any additional detailed information requested by SRC Subscriber shall be provided only upon SRC Producer's consent in writing to Public Service.

4.12 No Relocation. Upon Commercial Operation, The PV System shall be located at the Solar Garden Site at all times during the Term of this Agreement.

4.13 Registration and Reporting. If the PV System has a nameplate rating of one MW or greater, SRC Producer shall register the PV System and report the PV System's production data to the Western Electricity Coordinating Council (WECC) in accordance with 4 CCR 723-3-3659(j).

4.14 Request for Information. Until the Date of Commercial Operation, SRC Producer shall promptly provide (and no later than 10 days following the date of any request) Public Service with any and all information and documentation reasonably requested by Public Service regarding the current status of each Construction Milestone as set forth in the SRC Bid, a copy of which is attached hereto as Exhibit C, including, without limitation, any significant developments or delays along with an action plan for making up such delays and SRC Producer's best estimate of the date of Substantial Completion.

4.15 Audits. Public Service reserves the right, upon thirty (30) days written notice, to audit SRC Producer's subscriber and Subscription records and to inspect the PV System at any time during the Term of this Agreement, and for an additional period of one year thereafter.

## **ARTICLE V**

### **PRODUCTION METER AND INTERCONNECTION**

5.1 Construction Timelines. The SRC Producer will have 24 months to bring the PV System to Substantial Completion from the date of notice that the SRC Bid was a winning bid (the "Target Completion Date"). If the PV System has not achieved Substantial Completion by the Target Completion Date, the Deposit will be forfeited to the Renewable Energy Standard Adjustment account in an amount equal to 1/180th of the Deposit per day for each day following

the Target Completion Date that the PV System has not been brought to Substantial Completion, not to exceed the Deposit. If the PV System has not been brought to Substantial Completion after 30 months, Public Service will consider the PV System incomplete and have the right to remove it from the Solar\*Rewards Community program with any associated capacity forfeited and terminate this Agreement which will be effective upon written notice to SRC Producer of such termination.

5.2 Production Meter. Upon the initial satisfaction of all of the conditions set forth in Sections 3.3 and 3.4 above, Public Service shall install, and thereafter own, operate, maintain and read the Production Meter, which shall be sufficiently sized to measure all Photovoltaic Energy generated by the PV System, and SRC Producer shall reimburse Public Service for the cost of installing the Production Meter. Such reimbursement shall be due within thirty (30) days from the date a bill is presented to SRC Producer by Public Service after the Production Meter is installed. If SRC Producer does not make payment in full within that time, the unpaid balance shall bear interest at the rate of one and one half percent (1.5%) per month. Public Service reserves the right to replace the Production Meter, at its sole cost, at any time and for any reason.

5.3 Telecommunications Equipment. SRC Producer shall cause to be provided, and shall own, operate and maintain at the SRC Producer's sole cost any necessary electronic communications equipment or devices that are required to provide Public Service real-time access to 15-minute interval data regarding the Photovoltaic Energy produced by the PV System. Unless otherwise notified in writing by Public Service that an alternative telecommunication device is acceptable, such equipment shall include an active, wired telephone or data line capable of transmitting the monthly 15-minute interval data to Public Service. Public Service reserves the right to replace the telecommunication equipment at its sole cost.

5.4 Failure to Maintain Telecommunication Line. If the telecommunication line required to be maintained by SRC Producer pursuant to Section 5.3 is inactive or non-operational during any Production Month when Public Service attempts to access measurement data from the telemetry equipment on the Production Meter, SRC Producer shall be assessed a Trip Charge applicable to non-gratuitous labor service at the currently-effective rate set forth in the Schedule of Charges for Rendering Service section of Public Service's electric tariff. If the telecommunication line is inactive or non-operational for three consecutive Production Months, then, in addition to the applicable Trip Charges, all energy produced and delivered from the PV System shall be treated and priced as unsubscribed energy hereunder effective as of the first calendar day of such third Production Month and continuing until the subsequent Production Month during which the telecommunication line is made operational and active. SRC Producers payment of Trip Charges hereunder shall be due within thirty (30) days from the date a bill is presented to SRC Producer by Public Service. If SRC Producer does not make payment in full within that time, the unpaid balance shall bear interest at the rate of one and one half percent (1.5%) per month to be invoiced monthly.

5.5 Interconnection Agreement. The Parties recognize that SRC Producer and Public Service will enter into a separate Interconnection Agreement in accordance with the interconnection process provided for by Rule 3667 of the Commission's Rules Regulating Electric Utilities, 4 *Code of Colorado Regulations* 723-3-3667, and Public Service's "Safety,

Interference and Interconnection Guidelines for Cogenerators, Small Power Producers, and Customer-Owned Generation,” dated February 1, 2017, as may be updated from time to time and posted on Xcel Energy’s website. The Parties acknowledge and agree that the performance of their respective obligations with respect to the interconnection of the PV System pursuant to the Interconnection Agreement shall be subject to the prior satisfaction of all of the conditions set forth in Sections 3.3 and 3.4 above, but that in all other respects the Interconnection Agreement shall be a separate and free-standing contract and shall be interpreted independently of the Parties’ respective obligations under this Agreement. Notwithstanding any other provision in this Agreement, (a) nothing in the Interconnection Agreement shall alter or modify SRC Producer’s or Public Service’s rights, duties and obligations under this Agreement and (b) this Agreement may be terminated by Public Service in its sole discretion upon the termination of the Interconnection Agreement which will be effective upon written notice to SRC Producer of such termination. This Agreement shall not be construed to create any rights between SRC Producer and Public Service with respect to the Interconnection Agreement.

5.6 House Power. This Agreement does not provide for House Power. SRC Producer shall be solely responsible for arranging retail electric service exclusively from Public Service in accordance with Public Service’s Electric Tariffs. SRC Producer shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal right to the contrary, except the right to self-generate as provided in this Section 5.6. SRC Producer’s right to self-generate hereunder shall be limited to the electrical energy consumed at the Solar Garden Site that is directly related to the PV System’s generation, including system operation, performance monitoring and associated communications, and shall not include energy necessary for domestic or other purposes, such as for perimeter lighting, a visitor’s center or any other structures or facilities at the Solar Garden Site. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be a separate from this Agreement and shall be interpreted independently of the Parties’ respective obligations under this Agreement. Notwithstanding any other provision in this Agreement, nothing with respect to the arrangements for House Power shall alter or modify SRC Producer’s or Public Service’s rights, duties and obligations under this Agreement. This Agreement shall not be construed to create any rights between SRC Producer and Public Service with respect to the arrangements for House Power.

## **ARTICLE VI** **FORCE MAJEURE**

6.1 Definition of Force Majeure. (a) The term “Force Majeure,” as used in this Agreement, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds of sufficient strength or duration to materially damage a PV System or significantly impair its operation such that it is no longer capable of generating Photovoltaic Energy and associated RECs in commercial quantities; long-term material changes in Photovoltaic Energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable efforts of SRC Producer to secure and protect the PV system, terrorism, war, riots, fire; explosion, insurrection, strike, slow down or labor disruptions (even if

such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, actions, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.

(b) The term Force Majeure does not include (i) any acts or omissions of any third party, including, without limitation, any vendor, materialman, customer, or supplier of SRC Producer, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the PV System that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure; acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority or (iii) changes in market conditions that affect the cost of Public Service's or SRC Producer's supplies, or that affect demand or price for any of Public Service's or SRC Producer's products.

6.2 Applicability of Force Majeure. (a) Neither Party shall be responsible or liable for any delay or failure in its performance under this Agreement, nor shall any delay, failure, or other occurrence or event become an Event of Default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:

- i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
- ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
- iv. when the non-performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other Party written notice to that effect.

(b) Except as otherwise expressly provided for in this Agreement, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Agreement (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure. Notwithstanding this provision, Public Service shall have no obligation to make any payment for Photovoltaic Energy and associated RECs under this Agreement except for actual production as measured by the metering provisions of this Agreement.

6.3 Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to Section 6.2(a)(i) above, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Agreement upon written notice to the affected Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure. This provision shall not operate to relieve the SRC Producer of any obligation to return to Public Service a prorated amount of any rebate paid under any related Rebate Agreement pursuant to the Terms and Conditions thereof.

## **ARTICLE VII**

### **DEFAULT, REMEDIES AND DISPUTE RESOLUTION**

7.1 Events of Default. Any of the following events shall constitute an event of default if such event has not been cured as provided for below (an “Event of Default”):

(A) A breach by either Party of its material covenants or warranties set forth in this Agreement, that is not excused by Force Majeure, and such breach remaining unremedied for 30 Days after notice thereof having been given by the non-defaulting Party.

(B) Any representation or warranty made by SRC Producer in this Agreement, the SRC Bid, the SRC Application, or the Post-Bid Requirements, including without limitation representations or warranties regarding any characteristics or specifications of the PV System or any Subscriber Mix Commitment, being false or misleading in any material respect when made, or ceasing to remain materially true during the Term of this Agreement.

7.2 Prior to commencing any action to enforce this Agreement, the non-defaulting Party shall provide written notice of default to the Party asserted to be in default and the Party asserted to be in default shall have a period of thirty (30) days following receipt of such written notice within which to cure the asserted default (or if the asserted default is of a nature which cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof.)

7.3 Failure of either Party to assert an Event of Default or to enforce any term or condition of this Agreement shall not constitute a waiver of any other similar or other default, or waiver of such term or condition or of any other term or condition of this Agreement. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Agreement.

7.4 If any disputes arise concerning this Agreement, including but not limited to enforcement of any term or condition of the Agreement, the prevailing Party in any action



brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party.

7.5 Upon an uncured Event of Default, the non-defaulting Party may terminate this Agreement immediately upon notice to the other Party and pursue any other remedy available to it under this Agreement or under law or in equity.

## **ARTICLE VIII** **LIABILITY AND INDEMNIFICATION**

8.1 Limitation of Liability. Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Public Service shall not be liable to the SRC Producer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation concerning the tax, financial or legal consequences, if any, to SRC Producer with respect to the installation of the PV System or the production and sale of Photovoltaic Energy and associated RECs, and SRC Producer is urged to seek professional advice regarding these issues.

8.2 Indemnification by SRC Producer. SRC Producer shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries and affiliates (collectively “Indemnified Parties”) harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature (“Losses”) that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system, or SRC Producer’s administration of Subscriptions or the performance of its responsibilities as a subscriber organization.

8.3 Indemnification by SRC Producer: Environmental. SRC Producer shall indemnify, defend and hold the Indemnified Parties harmless from and against all Losses arising out of any claim alleging Environmental Contamination at the Solar Garden Site and/or illegal disposal of Hazardous Materials off-site, regardless of merit and regardless of SRC Producer’s responsibility therefor.

## **ARTICLE IX** **LAWS AND REGULATORY BODIES**

9.1 Agreement Subject to Laws and Regulations. This Agreement and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Agreement, the services to be performed hereunder or either of the Parties hereto (“Applicable Law”). Without limiting the generality of the foregoing and unless otherwise expressly stated to the contrary in the Colorado Revised Statutes or by an order or decision of the Commission or a rule promulgated by the Commission, the Parties acknowledge and agree that the rules set forth in 4 *Code of Colorado Regulations* 723-3-3665 (or any successor rule or rules of the Commission) and Public Service’s then current Renewable Energy Standard Compliance Plan, as approved by the Commission, as

each of them exist as of the date of the RFP (the “Effective Time”) shall govern regardless of any changes, amendments, restatements, modifications, additions, or deletions of such rules or to such plan following the Effective Time.

9.2 Rights Upon Regulatory Agency or Court Action. Except as may be otherwise provided herein, in the event that any court or regulatory agency having or asserting jurisdiction over the PV System takes any action or issues any determination that directly or indirectly prohibits performance to a material extent under this Agreement by either or both Parties or otherwise makes such performance illegal or impossible, such action or determination will be considered to be an event of Force Majeure. In the event that any such court or regulatory agency takes any action or issues any determination that directly or indirectly effects a material adverse change to any substantive provision of this Agreement, in the terms of performance or with respect to the rights or obligations of either Party (in that Party’s reasonable good faith opinion), then the Party materially adversely affected may: (i) continue to perform its obligations under the Agreement as changed, (ii) seek to renegotiate the terms of this Agreement by providing written notice to the other Party of its desire to renegotiate, or (iii) at any time during a period of ninety (90) days next following receipt by the other Party of written notice of any such action by any such court or regulatory agency, terminate this Agreement by providing written notice to the other Party hereto on or before the end of such ninety (90) day period, such termination to be effective on the first day of the month next following ninety (90) days after the receipt of such notice of termination; provided however that, if such action or determination is rescinded prior to the effectiveness of such notice, such notice will be deemed invalid. In the event the Agreement terminates under this provision, all further rights and obligations of Public Service and SRC producer under this Agreement will be null and void. Each party hereto shall provide reasonable and prompt notice to the other party hereto as to any regulatory proceedings or actions described herein that could affect the rights and obligations of the Parties hereto.

9.3 Performance Pending Renegotiation or Termination. Irrespective of any action by any court or regulatory agency as contemplated by Sections 9.1 or 9.2, above, each of the Parties hereto shall continue to honor and perform all of their respective warranties, representations and obligations under this Agreement including, but not limited to, the obligations of SRC Producer to sell and deliver the Photovoltaic Energy output of the PV System and associated RECs to Public Service and the obligations of Public Service to accept and pay SRC Producer as provided herein, until the Parties either mutually renegotiate the terms of this Agreement or until this Agreement terminates pursuant to the provisions of Section 9.2 above.

9.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado without giving effect to any conflict of laws principles under which the laws of another jurisdiction would apply.

## **ARTICLE X**

### **MISCELLANEOUS PROVISIONS**

10.1 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all constitute one and the same instrument. The

Parties agree that an electronic signature or a facsimile copy of a counterpart signed by the other Party will be deemed original and binding.

10.2 Assignment, Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto, and shall not be assigned by either Party without the written consent of the non-assigning Party, which consent shall not be unreasonably withheld; provided, however, that Public Service may assign this Agreement to a utility that is a successor-in-interest to all or any portion of the service territory encompassing the location of the PV System. In no event shall any assignment by SRC Producer become effective before a new SRC Subscriber Agency Agreement has been entered into between SRC Producer's assignee and each and every SRC Subscriber. Notwithstanding the foregoing, Company's consent shall not be required for SRC Producer to make a collateral assignment of this Agreement to or for the benefit of any lender providing financing and/or refinancing for the PV System; provided, further, that Company shall deliver a written consent to assignment, in form acceptable to Company, to any of SRC Producer's lenders requesting such consent. The SRC Producer shall reimburse, or shall cause the lender to reimburse, Company for the direct expenses (including the fees and expenses of counsel) incurred by Company in the preparation, negotiation, execution and/or delivery of the lender consent and any documents requested by the SRC Producer or the lender, and provided by Company, pursuant to this Section.

10.3 Sharing of REC Information. By executing this Agreement, SRC Producer grants to Public Service permission to share information concerning the location of the generation of the RECs sold to Public Service by SRC Producer under this Agreement with other Colorado public utilities, municipal utilities, electric cooperatives and other entities that may be involved with REC transactions for the purpose of ensuring that the RECs associated with the SRC Producer's PV System have not been sold to another entity and for any other legitimate business purpose, in Public Service's sole discretion.

10.4 Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall either Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Agreement.

10.5 Amendments or Modifications. No amendment, modification, or change of this Agreement shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties.

10.6 Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Agreement.

10.7 No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Agreement is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties

hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.

10.8 Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Agreement shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.

10.9 Notices. All notices, reports or other communications provided for in this Agreement shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:

If to Public Service:

Xcel Energy  
Attn: Solar\*Rewards Community  
1800 Larimer St, 15<sup>th</sup> Floor  
Denver, CO 80202  
Fax: 1.800.252.4371

If to SRC Producer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

or at such other address as either party may hereafter designate to the other in writing.

10.10 Entire Agreement. This Agreement, together with all Exhibits attached hereto, and the SRC Bid constitute the entire understanding and agreement between the Parties with respect to the PV System, and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect. Any amendment to this Agreement shall be in writing and signed by both parties hereto. In the event of any conflict or discrepancy between any information provided by SRC Producer in the SRC Bid and the corresponding information set forth herein, including without limitation any REC price, Subscriber Mix Commitment or Construction Milestone, the information in the SRC Bid shall control and shall be deemed to replace and supersede the corresponding information set forth herein, unless otherwise expressly agreed by Public Service in writing.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date and year first above written.

**SRC Producer**

**SRC Producer Name (printed):** \_\_\_\_\_

**SRC Producer Representative:** \_\_\_\_\_

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

**SRC Producer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Public Service Company of Colorado d/b/a Xcel Energy**

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

**Date:** \_\_\_\_\_.

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

**As authorized agent for  
Public Service Company of Colorado**

**PV System Owner (if different from SRC Producer)**

**PV System Owner Name (printed):** \_\_\_\_\_

**PV System Owner Representative:** \_\_\_\_\_

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

**PV System Owner Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Exhibit A**  
**to**  
**Solar\*Rewards Community Producer Agreement**

***DESCRIPTION OF SOLAR GARDEN SITE:***

**Exhibit B**  
**to**  
**Solar\*Rewards Community Producer Agreement**

**SRC SUBSCRIBER AGENCY AGREEMENT  
FOR XCEL ENERGY SOLAR\*REWARDS COMMUNITY SERVICE (COLORADO)**

SRC Subscriber Name: \_\_\_\_\_

SRC Subscriber Retail Customer Account No.: \_\_\_\_\_

SRC Subscriber Service Address: \_\_\_\_\_  
\_\_\_\_\_

SRC Subscriber E-mail Address: \_\_\_\_\_

SRC Subscriber Mailing Address: \_\_\_\_\_

SRC Subscriber Telephone No: \_\_\_\_\_(Primary) \_\_\_\_\_(Alt.)

SRC Producer (Subscriber Organization) Name: \_\_\_\_\_

Solar Garden ID No: \_\_\_\_\_

Name and Location of Solar Garden: \_\_\_\_\_  
\_\_\_\_\_

SRC Subscriber's Initial Subscription Share (in kilowatts, or "kW"): \_\_\_\_\_ kW

The undersigned SRC Subscriber hereby authorizes \_\_\_\_\_ ("SRC Producer"), and SRC Producer hereby accepts the responsibility, to act as SRC Subscriber's agent for purposes of selling to Public Service Company of Colorado ("Public Service") all of SRC Subscriber's beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by, and delivered to Public Service from, the Photovoltaic Energy System ("PV System") identified above, including full authority for SRC Producer to enter into a long-term contract on behalf of SRC Subscriber for such sale and to administer such contract, all pursuant to Public Service's Solar\*Rewards Community Program and Rate Schedule SRC of Public Service's electric tariff on file with the Colorado Public Utilities Commission ("Commission") and in effect from time to time.

1. Duties of SRC Producer Generally. SRC Producer shall be responsible for issuing and managing the subscriptions of all SRC subscribers in the PV System and for selling to Public Service the subscribed and unsubscribed portions of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service at the production meter located at the PV System site. In performing such functions, SRC Producer shall be solely responsible for communicating directly to Public Service SRC Subscriber's information concerning its subscription in the PV System, including its beneficial interest in the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System. SRC Subscriber acknowledges and agrees that Public Service shall exclusively rely on such information as regularly and timely communicated from the SRC Producer for the purpose of calculating the SRC Credit that will be applied by Public Service and reflected on SRC Subscriber's subsequent electric service bills as compensation for Public Service's receipt of SRC Subscriber's share of the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System, in accordance with Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff.

2. Adjustments of Prior Period SRC Bill Credits. To the extent the subscription information communicated by SRC Producer to Public Service and used by Public Service for purposes of calculating the SRC Credit applied on SRC Subscriber's electric service bill was incorrect, SRC Producer shall be responsible for processing all corrections or other adjustments of SRC Credits previously applied by Public Service to SRC Subscriber's electric service bills and to collect any overpayments and remit any underpayments for all such SRC Credits, as necessary, among SRC Subscriber and other SRC subscribers owning subscriptions in the PV System. SRC Subscriber acknowledges and agrees that any such corrections in amounts previously applied by Public Service as an SRC Credit on any of SRC Subscriber's electric service bills for prior periods shall be administered exclusively by SRC Producer, and that Public Service shall not be required to increase or reduce any SRC Credit previously



applied to SRC Subscriber's electric service bill in any prior period to the extent such corrections are the result of incorrect subscription information for the PV System communicated to Public Service by SRC Producer. In connection with SRC Producer's execution of its responsibilities to process any such adjustments to SRC Credits previously applied by Public Service with respect to the PV System, SRC Subscriber hereby authorizes Public Service to disclose and release to SRC Producer any and all information reflected on SRC Subscriber's bills for retail electric service for all relevant periods, as may be necessary for SRC Producer to fully and properly administer such prior period adjustments among all SRC subscribers in the PV System.

1. Limitation of Agency. This Agency Agreement shall only serve to authorize SRC Producer to act as SRC Subscriber's agent with respect to SRC Subscriber's beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service to the extent that SRC Subscriber's subscription continues from time-to-time to qualify as a valid subscription in the PV System in accordance with Section 40-20-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff.

2. Term of Agency and Termination. (a) This Agency Agreement shall become effective upon its execution by both SRC Subscriber and SRC Producer and shall continue in effect for so long as a valid and existing contract between Public Service and SRC Producer for the purchase and sale of such Photovoltaic Energy and associated Renewable Energy Credits shall continue in effect.

(b) This Agency Agreement may be terminated by either SRC Producer or SRC Subscriber upon Public Service's receipt of notice that SRC Subscriber's subscription in the PV System has been terminated or transferred in its entirety, or that SRC Subscriber no longer holds an interest in the beneficial use of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System.

(c) This Agency Agreement shall automatically terminate upon: (i) the effective date of the termination of the contract between SRC Producer and Public Service for the purchase and sale of Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System; or (ii) in the event of an effective assignment by SRC Producer of such contract, where Public Service has consented to such assignment in writing, the effective date of a replacement agency agreement between SRC Subscriber and the new owner or subscriber organization of the PV System that has taken assignment of such contract from SRC Producer.

4. Representation and Acknowledgement. By executing this SRC Subscriber Agency Agreement, SRC Subscriber represents and warrants that the information stated herein is true and correct to the best of SRC Subscriber's knowledge and belief and that SRC Subscriber has signed up for the stated subscription share size in the PV System through SRC Producer.

5. Consent to Disclose Account Information. SRC Subscriber shall provide to Public Service a completed and signed "Consent to Disclose Utility Customer Data" form granting consent for Public Service to share information regarding SRC Subscriber's past and present electric usage at the Service Address(es) identified above in order for SRC Producer independently to verify the extent of SRC Subscriber's eligibility to hold a subscription in the PV System pursuant to Section 40-20-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff. The Consent to Disclose Utility Customer Data form shall be that form posted from time to time on the Xcel Energy website or the website of the Colorado Public Utilities Commission.

IN WITNESS WHEREOF, this Agency Agreement was duly executed by the undersigned authorized representatives of SRC Subscriber and SRC Producer.

**SRC SUBSCRIBER**

**SRC PRODUCER**

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

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

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

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

**Exhibit C**  
**to**  
**Solar\*Rewards Community Producer Agreement**

**Construction Milestones**

DATE	RESULTS ACHIEVED
1	SRC Producer has submitted post bid information (10 subscribers, deposit/escrow, proposed site location, and low income subscriber summary).
2	The SRC Producer Agreement has been executed.
3	SRC Producer has received site acquisition/control.
4	Site Survey and soils report have been obtained.
5	SRC Producer has obtained all variance allowances and planning approval.
6	SRC Producer has obtained all required permits.
7	SRC Producer has achieved closing on financing for the PV System and the Solar Garden Site, if necessary, or has provided Public Service with proof of financial capability to construct the PV System.
8	SRC Producer and all required counterparties have executed major procurement contracts, the Construction Contract, and any operating agreements needed to commence construction of the PV System.
9	SRC Producer and all required counterparties have executed the Interconnection Agreement.
10	The SRC Producer has started PV System construction.
11	SRC Producer has provided Public Service with copies of applicable inspection reports for the PV System.
12	SRC Producer has provided Public Service with evidence of complying with that insurance coverage required prior to the date of Substantial Completion.
13	SRC Producer shall have made the Interconnection of the CSG generating facility and is capable of being energized.
14	Substantial Completion has been achieved and the date duly recorded.
15	All other SRC application documentation reasonably requested by Public Service is on file with Public Service.
16	SRC Producer has Substantially Completed the PV System within 24 months of receiving an award.

**Exhibit D**  
**to**  
**Solar\*Rewards Community Producer Agreement**

**Subscriber Mix Commitment**

Percentage of SRC Allocation allocated to SRC Subscribers who qualify as Eligible Low-Income  
CSG Subscribers: \_\_\_\_%

Percentage of SRC Allocation allocated to SRC Subscribers who qualify as residential rate class  
service customers (R, RE-TOU, RD, or RD-TDR): \_\_\_\_%

[\_\_\_\_]



20\_\_ Request for Proposals  
Energy and Renewable Energy Credits from Qualified Community Solar Gardens

**Issued Date:** <Month> <Numerical day>, <Year>  
**Proposal Submission Date:** : <Month> <Numerical day>, <Year>

Xcel Energy Inc., headquartered in Minneapolis, Minnesota, is a U.S. investor-owned holding company parent of four major electric and natural gas utilities. The four Xcel Energy operating companies have regulated utility operations in the eight western and midwestern states of: Minnesota, Wisconsin, North Dakota, South Dakota, Michigan, Colorado, Texas, and New Mexico. The operating companies of Xcel Energy provide, collectively, energy-related products and services to approximately 3.3 million electric and 1.8 million natural gas customers. More information about Xcel Energy is available at [www.xcelenergy.com](http://www.xcelenergy.com).

Public Service Company of Colorado (Public Service or the Company) is the Xcel Energy operating company in Colorado. Public Service often does business under the name of Xcel Energy. As part of Public Service's Solar\*Rewards Community (SRC) program, this Request for Proposals (RFP) seeks bids for the sale of energy and transfer of renewable energy credits (RECs) to the Company from qualified Community Solar Gardens (CSGs) in conformance with the Company's 20\_\_ Renewable Energy Standard Compliance Plan (RES) as stated in PUC Decision No. \_\_\_\_\_. The CSGs are to be wholly located in Public Service's electric service territory in Colorado. The terms renewable energy credit and community solar garden are defined in Rule 3652 of the Rules Regulating Electric Utilities adopted by the Colorado Public Utilities Commission (PUC), 4 Code of Colorado Regulations (C.C.R.) 723-3-3652 (PUC Rules). This RFP is subject to the PUC's rules and regulations governing CSGs. For the avoidance of doubt, the rules set forth in 4 C.C.R. 723-3-3665 as they exist as of the date of this RFP, as further described in the RES, will govern this RFP and the Solar\*Rewards Community Producer Agreement regardless of any changes, amendments, restatements, modifications, additions, or deletions of such rules following such date. In accordance with the RES Compliance Plan, **the Company is seeking between \_\_ and \_\_ MW DC (direct current) from this solicitation.** However, the Company reserves the right to reject all bids under this solicitation and reissue a new solicitation at its discretion.

Eligible Respondents to this RFP (Respondents) must be the CSG owner or the CSG Subscriber Organization of the proposed CSG, as those terms are defined in Rule 3652, which is the CSG section of the PUC Rules. Respondents are requested to provide bids pursuant to the instructions provided herein. This RFP is limited to bids for energy and RECs that are generated from CSGs with a gross nameplate capacity greater than or equal to \_\_ kW and less than or equal to \_\_ MW direct current (DC).

This RFP contains several sections, including an Introduction, Proposal Logistics, Bid Submittal, Evaluation Process and Assumptions, SRC System Application, Delivery and Interconnection, and SRC Producer Agreement.

Please provide all the information requested to enable the Company to properly evaluate your approach and viability as a Respondent for the sale of energy and RECs from a CSG. All information provided, and the extent of completeness will be used to evaluate the bid. Feel free to provide additional information not requested here that you feel would help in our evaluation.

The Bids, RFP and all files, designs, specifications and other appended or related data are the property of the Company and are delivered only for the purpose of enabling each potential Respondent to prepare and submit a proposal in response hereto. In the event that Bid documents are considered confidential to the Respondent, the Company reserves the right to retain Bids and associated documents in accordance with

Company records retention policy, but will deploy standard data-management practices for secure and confidential information.

The Company will, in its sole discretion and without limitation, evaluate proposals and proceed in the manner the Company deems appropriate, which may include deviation from the Company's expected evaluation process, the waiver of any requirements and the request for additional information.

Respondents that submit proposals agree to do so without legal recourse against the Company, its affiliates, or their respective employees, directors, officers, customers, agents or consultants for rejection of their proposals or for failure to execute an agreement for any reason. The Company and its affiliates shall not be liable to any Respondent or other party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP. By submitting its proposal, each Respondent waives any right to challenge any valuation by the Company of its proposal or any determination of the Company to select or reject its proposal. Each Respondent, in submitting its proposal, irrevocably agrees and acknowledges that it is making its proposal subject to and in agreement with the terms of this RFP.

## **SRC 20\_\_ RFP**

### Section 1. Introduction

Public Service is an operating utility company of Xcel Energy Inc. Public Service is issuing this RFP seeking bids to construct new solar renewable energy systems in Colorado that meet the following requirements:

1. Uses a proven and UL approved solar electric generation technology to generate electricity.
2. The system qualifies as a community solar garden.
3. The system will be located on property wholly within Public Service's electric service territory.
4. Substantial Completion of the system must be completed within 24 months of receiving an award (Target Completion Date). If the system is not Substantially Completed within this time, the Respondent agrees to forfeit its deposit to the Renewable Energy Standard Adjustment in an amount equal to 1/180th of the deposit per day for each day following the Target Completion Date that the system has not been brought to Substantial Completion, not to exceed the deposit. If the system has not been brought to Substantial Completion after 30 months, Public Service will consider the system incomplete and have the right to remove it from the Solar\*Rewards Community program with any associated capacity forfeited and terminate the Solar\*Rewards Community Producer Agreement which will be effective upon written notice to the Respondent of such termination. For purposes of this RFP, "Substantial Completion" means the date that all construction and installation of the system is completed, and the system is ready to be commissioned at the full-agreed upon generation capacity, including, but not limited to, a set transformer, meter set request, and the Respondent having requested scheduled witness tests for the system. Public Service will comply with its response obligations to the Respondent that are set forth under Rule 3667 of 4 C.C.R. 723-3 (Small Generator Interconnection Procedures), and to the extent that Public Service fails to do so, the Respondent will receive a day-for-day extension to the required Substantial Completion date set forth herein for each day of Public Service's delay.
5. No CSG subscriber organization may own more than a 40 percent interest in the CSG after the CSG has operated commercially for 18 months.
6. The system has a gross nameplate capacity greater than or equal to \_\_ kW and less than or equal to \_\_ MW direct current (DC).

7. The Respondent must abide by the commitments set out in Section 5.1.
8. The Respondent must sell all unsubscribed power plus the associated environmental benefits to Public Service at the prior calendar year's average hourly incremental cost of electricity supply over the immediate preceding calendar year.
9. The Respondent must sell all subscribed power and transfer the associated environmental benefits to Public Service at the REC price terms stated in the Solar\*Rewards Community Producer Agreement.
10. The Respondent must agree to all of the terms and conditions of the Solar\*Rewards Community Producer Agreement, a form of which is attached hereto as Appendix 2.

Public Service invites bids from Respondents who are capable of meeting the requirements of the RFP.

This introductory section describes the type, amount and timing of solar resources sought in this RFP. Section 2 covers logistics such as where and when bids must be submitted, bid evaluation fees, and policies and procedures. Section 3 describes the bid submittal process. Section 4 addresses the evaluation process and assumptions. Section 5 provides requirements of the SRC application. Section 6 provides requirements related to delivery and interconnection.

#### 1.1 Resource Acquisition Objectives

Colorado Revised Statutes ("C.R.S.") Section 40-2-124, sets forth the Colorado RES, and establishes the amount of energy to be generated from eligible energy resources that Public Service is required to obtain. C.R.S. Section 40-2-127, henceforth referred to as the Community Solar Gardens Act, provides in part that Public Service is to meet a portion of its RES obligations through the acquisition of energy from CSGs. **In calendar year 20\_\_ Public Service is authorized to acquire between \_\_ and \_\_ MW DC from community solar gardens.** This RFP will seek to acquire between \_\_ and \_\_ MW DC of capacity through acquisitions from solar gardens. Up to an additional 0.5 MW of the total acquisition shall be a standard offer program for systems 10kW – 100kW in size. However, the Company reserves the right to reject all bids under this solicitation and reissue a new solicitation at its discretion.

#### 1.2 Eligible Technologies

All solar generating systems wholly located in Public Service certificated territory that qualify as community solar gardens under Colorado law and the PUC Rules are eligible to bid into this RFP. The determination of whether any technology meets these criteria is at the sole discretion of Public Service.

#### 1.3 Interconnection

The Respondents will be responsible for entering into an Interconnection Agreement with Public Service for each proposed CSG prior to energy production from the solar generating system.

The solar generating system installation under this RFP must connect to Public Service's electric distribution system.

For successful Respondents, Public Service's Electric Distribution Standards Department will provide to the Respondent an estimate of the interconnection costs for each installation site. The Respondent is responsible for paying Public Service the full amount of any interconnection cost and maintaining adequate process and communication so as to enable successful interconnection under standard Public Service operating procedures without impacting CSG required timelines. This information can be found on the Public Service website. Previous costs incurred or estimated costs for interconnection of CSGs are in no way representative of the size or amounts of future

interconnection or substation upgrade costs that may be incurred by the Respondent for the interconnection of its proposed CSG.

Due to the number of cumulative award recipients for CSGs, limited or no capacity may be available at certain substations or over certain distribution lines without substantial upgrades being necessary. Respondent is encouraged to submit a Pre-Application Data Request to obtain relevant and readily available distribution system information that may help identify possible constraints to interconnection. More information can be found about the Pre-Application Data Request process at: [https://www.xcelenergy.com/working\\_with\\_us/how\\_to\\_interconnect/pre-application\\_data\\_process](https://www.xcelenergy.com/working_with_us/how_to_interconnect/pre-application_data_process)

1.4 Pricing

Pricing for all photovoltaic energy, including any RECs, generated by the system is required to be \$/MWh units for any positive bid. For any negative bid, pricing can be in \$/MWh, upfront cash payment, or a combination thereof. All bids offered in \$/MWh will be rounded at least to the second decimal place for bid evaluation purposes and pricing shall be a constant price for each year of the term specified in the SRC Producer Agreement. The pricing forms and instructions are in Appendix A of this RFP.

Should a Respondent's bid pricing contemplate payments being made to Public Service (i.e., negative bid price), such payments will be flowed through to Public Service's customers in a manner to be determined.

1.5 Environmental and Renewable Energy Credits

For purposes of this solicitation, each REC represents one-megawatt hour (MWh) of renewable energy. The conveyance of RECs to Public Service includes the transfer to Public Service of all environmental attributes, emission reduction credits, and renewable energy credits, as defined by Public Service, associated with the solar energy production.

1.6 Special Conditions Related to CSG Subscribers

1. The retail customer who is a CSG subscriber will continue to purchase the energy used at their premises from Public Service at the standard tariff rate. The retail customer will be credited on their bill a calculated dollar amount based on their portion of the energy generated at their proposed CSG project at the rate specified in the Company's SRC tariff. The customer's bill credit changes annually and the current year fixed rates are stated in the SRC Service tariff.
2. Per Decision No. [\_\_\_\_\_] in Proceeding No. [\_\_\_\_\_] dated \_\_\_\_\_, 2019, all subscribers to any CSG awarded through this solicitation will receive bill credits based on the class average methodology. This practice is a continuation from the approval in Decision No. C16-1075 in Proceeding No. 16A-0139E.
3. Public Service will own and read the kWh production meter, but the Respondents will reimburse Public Service for the cost of the meter and remote communications equipment.
4. Respondents set their own price and terms for solar energy benefits sold to the retail customer/CSG subscriber from the solar installation. Respondents must enter into the Interconnection Agreement and SRC Producer Agreement with Public Service.
5. Respondents must sell unsubscribed energy and RECs to Public Service at last year's average hourly incremental cost of electricity supply over the immediate preceding calendar year.

6. Respondents must keep their subscriber list information current on a monthly basis. The subscriber list information must be updated before the last 5 business days of the month.

1.7 Meteorological and System Operation Data

A Production Meter to measure all energy output from the CSG will be installed by Public Service at the Respondent's sole cost. The CSG site shall be designed and constructed such that Public Service will have direct access to the Production Meter during normal business hours. The Respondent will be responsible for providing an active, wired telephone or data line and related equipment necessary to provide Public Service real-time access to 15-minute interval data stored at the Production Meter regarding the renewable energy produced by the CSG. In the event that the Respondent also collects meteorological data at the CSG site, such meteorological data shall also be made available to Public Service on a real-time basis.

Section 2. Proposal Logistics

2.1 Schedule

As shown on the following schedule, Public Service will issue the RFP on <month> <date>, 20\_\_\_. Bids are due by <time>, Mountain <Standard> Time, <month> <date>, 20\_\_\_. Public Service will announce the bid winners no later than <month> <date>, 20\_\_\_. The Company will hold an informational, "Respondent's Meeting" within 2 weeks of the issuance of the RFP.

Activity	Date
Issue Date	<month> <date>, 20__
Bids Due	<month> <date>, 20__
Award Announcement Date	<month> <date>, 20__
Substantial Completion Date	24 months from the date of Respondent's award

2.2 Proposal Submission

Bids will be accepted until <time>, Mountain <Standard> Time, <month> <date>, 20\_\_\_. All bids must be transmitted by express, certified or registered mail, or hand delivered to the Public Service SRC RFP Project Manager at the following address:

Public Service SRC RFP Project Manager  
 Shawn Queenan  
 Xcel Energy  
 1800 Larimer St., Suite 1500  
 Denver, CO 80202  
[solarrewardscommunity@xcelenergy.com](mailto:solarrewardscommunity@xcelenergy.com)  
 Fax: 1-800-252-4371

RFP website: [www.xcelenergy.com/solar](http://www.xcelenergy.com/solar) under "Solar\*Rewards Community CO"

Bids received later than the due date and time indicated will be rejected and returned unopened, unless Public Service determines, in its sole discretion, that extenuating circumstances led to late



delivery. One hardcopy of the bid must be included in the submittal. In addition, Respondents must submit one electronic copy on a CD or flash drive in Microsoft® Word and/or Excel format. **E-mail submissions will not be accepted.**

Bids must be submitted in a sealed package to ensure confidentiality with the following information shown on the package:

Response to 20\_\_ Solar\*Rewards Community RFP  
Confidential Sealed Bid Proposal

The Respondent's company name and address must be clearly indicated on the package containing the proposal.

2.3 Information Policy

To obtain additional information about this RFP, Respondents may submit only written requests. These requests should be sent to the Public Service SRC RFP Project Manager. Questions or requests may be transmitted via email, fax, or U.S mail; email is preferred. Public Service will maintain a log of all inquiries and coordinate the preparation of a written response. Once a response is prepared, Public Service will post the information on the [www.xcelenergy.com/solar](http://www.xcelenergy.com/solar) website. Public Service has established this information policy to ensure that all Respondents have the same knowledge about the bidding process.

In addition, Public Service will hold an informational, "Respondent's Meeting" within 2 weeks of issuance of the RFP. At this meeting, Public Service will accept questions from Respondents and provide feedback or indicate a timeframe for feedback to questions. After the meeting, Public Service will post all responses to questions from the meeting on the [www.xcelenergy.com/solar](http://www.xcelenergy.com/solar) website.

2.4 Respondent Fees

Respondents must include a non-refundable bid evaluation fee of [\$\_] with each proposal for each site. If any Respondent provides more than one bid price per year, more than one forecast of energy/REC production, or more than one county location an additional bid evaluation fee must be provided as each variant will be considered a unique bid. Failure to provide sufficient bid evaluations fees will result in the rejection of the bid and forfeiture by the Respondent of the bid evaluation fee provided.

Each bid shall consist of the following:

- one Energy/REC delivery amount for each year;
- one prescribed term length of twenty years; and
- either a lump sum payment (if negative bid price) or annual price (a price for each year of contract term).

Those Respondents that are allowed to enroll in the program will also be charged an annual site license fee of \$500, unless they previously have paid for and received a site license. Licenses are for each user that logs into to the SRC Application and Subscriber Management System as defined in the SRC Agreement. This number is subject to change in the 20\_\_ and future contract cycle with the software platform vender. Checks should be made out to "Public Service Company of Colorado" and must be submitted as part of each individual bid proposal.

2.5 Bid Forms

Issued: <Month> <numerical day>, <year>

All bids must include a complete set of forms for each bid. Using the forms will ensure consistency in bid submission, interpretation and evaluation by Public Service. If a Respondent is submitting more than one proposal, a separate set of forms must be submitted for each bid. The forms, together with instructions for each form, are provided in Appendix A of this RFP. Each bid submitted will require a separate set of forms and a separate bid evaluation fee.

2.6 Clarification of Bids

While evaluating bids, Public Service may request additional information about any item in the bid. Such requests will be made in writing, usually via e-mail. The Respondent is required to provide a written response to the Public Service Solar\*Rewards RFP Project Manager within five (5) business days, or Public Service may deem the Respondent to be non-responsive and stop evaluating the bid. To facilitate meeting the five-day response timeframe, Public Service encourages Respondents to provide one or more alternate points of contact for these questions, with e-mail being the preferred method of communication.

2.7 Conditions of RFP

This RFP does not commit Public Service to pay any costs incurred in the preparation of a bid in response to this RFP or to procure or contract for any services offered in response to this RFP. Public Service reserves the right to modify or withdraw this RFP, to negotiate with all qualified Respondents to resolve technical or contractual specifications, and/or to reject any or all bids and to terminate consideration of a bid or bids at any time. Public Service reserves the right to evaluate bids and proceed in the manner it deems appropriate, which may include deviation from the expected evaluation process. Public Service and its affiliates shall not be liable to any Respondent or other party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this RFP. By submitting its bid, each Respondent waives any right to challenge any valuation by the Company of its bid or any determination of the Company to select or reject its bid. Each Respondent, in submitting its bid, irrevocably agrees and acknowledges that it is making its bid subject to and in agreement with the terms of this RFP. Each Respondent shall be liable for all of its costs incurred to prepare, submit, respond or negotiate its bid and any resulting agreement and for any other activity related thereto, and Public Service shall not be responsible for any of the Respondent's costs.

Prior to bid acceptance, Public Service reserves the right to:

- Request from Respondents information that is not explicitly detailed in this document;
- Reject any or all bids;
- Reject any bids that, at Public Service's sole discretion, are not complete or contain irregularities, or waive irregularities in any bid that is submitted;
- Reject bids for reasons other than price or energy production;
- Reject any or all bids due to a presumption of collusion between Respondents;
- Accept other than the lowest cost bid(s);
- Obtain clarification from Respondents concerning bids; and
- Conduct discussions with selected Respondents concerning the development of the proposed CSG.

2.8 Confidentiality

Each page of the RFP response should be clearly identified as to whether it contains confidential or proprietary information. Public Service reserves the right to release any bids to agents or consultants for purposes of bid evaluation. Public Service's disclosure standards and policies will contractually bind such agents or consultants. Regardless of the confidentiality, all such information may be

subject to review by the appropriate state jurisdiction, or any other governmental authority or judicial body with jurisdiction relating to these matters and may be subject to legal discovery. Under such regulatory and legal circumstances, Public Service will make all reasonable efforts to preserve Respondents' confidential information, including requesting that it be filed under seal. Public Service reserves the right to publicly disclose summary information regarding the bid information in a form and manner that does not reveal the identity of any particular Respondent. Public Service reserves the right to retain any and all bid documentation as required under the Company's record retention policy.

2.9 Withdrawal of or Addenda to RFP

Public Service reserves the right to modify, supplement or withdraw this RFP by issuing one or more addenda at any time during this solicitation. Such addenda shall become a part of this RFP and any additional responses required of Respondents by any such addenda shall become part of each bid.

Section 3. Bid Submittal

3.1 Minimum Bid Eligibility Requirements

This section lists the minimum requirements that all bids must meet to be eligible to participate in this solicitation. Bids that do not comply with these requirements will be deemed ineligible and will not be considered for further evaluation.

- Bids must include all content requirements described in Section 3.2, including clear and complete written descriptions of all information requested and completed forms.
- Bids must clearly specify all pricing terms in accordance with Section 1.4.
- Bids must demonstrate an acceptable level of development and technology risk, as determined by the Company's evaluation team.
- Respondents must provide the \$750 bid evaluation fee (described in section 2.4) for each proposal submitted.
- Bids must be for 20 year terms only, in accordance with Section 2.4.

3.2 Bid Content Requirements

This section outlines the content and format requirements for all bids submitted in response to this 20\_\_ Solar\*Rewards Community RFP. Bids that do not include the information requested in this section will be ineligible for further evaluation unless the information requested is not applicable or relevant to a given bid. If it appears that certain information is inadvertently omitted from a bid, Public Service may contact the Respondents to obtain the additional information.

The first section of each bid must contain an Executive Summary that provides an overview of the bid's characteristics, including any unique aspects or benefits. The second section of the bid must include the set of forms included in Appendix A. These forms will contain essential information about each bid, and a separate set of forms and related information must be submitted with each bid. The third section of the bid must include other bid information, which must be in narrative form under specific topic headings.

A complete bid will include the following three components:

1. Executive Summary

2. Complete set of applicable forms  
Appendix A of this RFP document includes detailed descriptions of each of these forms, as well as any special instructions for completing the forms.
  - Form A Bid Certification and Anti-Collusion Form
  - Form B Bid Cover Sheet
  - Form C Technical Description
  - Form D Construction Milestones
  - Form E Supply Amount & REC Bid Form
  - Form F Subscriber Mix Commitment
  - Form G Bid Submittal Checklist
  
3. Narrative Topics Discussion  
In addition to completed forms, each bid must also include a thorough written discussion of each of the following topics. The narrative topics should be organized under the following headings, with each heading beginning on a separate page.
  - Development Experience, including solar gardens
  - Proposed CSG Description
  - Energy and REC Production Profile
  - Siting and Permitting Plan
  - Operations and Maintenance Plan

***Developer Experience.*** All bids must describe the Respondent's qualifications and experience in developing, constructing, commissioning and operating generation facilities similar to the proposed facility within the United States within the last five (5) years. The response should include the time it took to complete the projects beginning with engineering approval to begin construction and ending with the date of commercial operation.

If an engineering, procurement and construction team is in place, the bid should identify the members of the team; if such a team is not in place, the bid must set forth the Respondent's plan for assembling such team (including process and timing).

***Proposed CSG Description.*** All bids must set out a description of the proposed CSG, including:

1. County of system location
2. Technology and equipment used for generation
3. Gantt chart of expected milestones

The Gantt chart of development activities should include (at a minimum) entering major equipment and construction subcontracts, target completion dates for financing, site acquisition/control, engineering, permitting, equipment procurement, construction, startup and commissioning, and dates for system operation. Bids must provide a development time that will meet the 24 month Substantial Completion requirement set forth in this RFP. If bids are awarded, Respondent agrees to provide Public Service a quarterly update of this Gantt chart reflecting current CSG progress and timing or other updates of this information, as requested by Public Service, so as to ensure a common understanding of customer subscriber impacts and interconnection requirements.

***Energy and REC Production Profile.*** All bids must provide information on expected

annual energy and REC production for each production year. Each Respondent must provide the inputs and assumptions used in the calculation of this estimate as well as an indication of what application, if any, was used in the calculation of this estimate. The proposed county in which the development will be located should be used in calculating the estimated production profile of the facility. Submissions in Excel format are preferred.

**Permitting Plan.** Bids must describe and list all permits and approvals that will be required for the county in which the CSG is proposed. Describe all other federal, state and local permits and approvals that will be required for the proposed CSG, but not limited to:

- Zoning permit
- Variance approvals
- Building permits
- Land use permit

**Subscriber Mix Commitments.** Bids are required to indicate if the submitted bid has commitments to residential rate class serving customers (R, RE-TOU, RD, or RD-TDR) as a percentage of the allocation of the CSG's capacity. Respondents additionally are required to provide any other subscriber mix commitments such as, but not limited to, low-income, agricultural producers or other customers types.

**Operations and Maintenance Plan.** Respondents shall provide a full description of the operations and maintenance plans and labor arrangements for the generation facilities associated with their bids. This description should also include the expected costs and the financing of these costs.

#### Section 4. Evaluation Process and Assumptions

The bid evaluation process will include an assessment of economic and non-economic factors. The economic evaluation will identify the lowest cost bids based upon the specifics of each Respondent's pricing proposal. The non-economic criteria will be used to further reduce the number of eligible bids to within the approved range, if necessary. The Company may also choose to evaluate the non-economic criteria to verify the ability of a Respondent to meet its economic commitments.

In the event that economic and non-economic factors are unable to differentiate, the Company will award winning bids among the prospective winners proportional to the total capacity submitted by the Respondents.

##### 4.1 Eligibility Screening

The information provided in each bid will first be evaluated for completeness and consistency with the proposal submittal requirements outlined in Section 3 of this RFP. CSGs must interconnect directly to the Public Service Company distribution system. Incomplete bids, including those that do not respond to any section of the requirements described in 3.2 may be eliminated from contention without further notice.

Bids which propose to maintain a level of low income subscribership or have other innovative proposals that benefit low income subscribers throughout the life of the contract will be reviewed and considered on the merits of the bid.

##### 4.2 Economic Analysis

Levelized energy costs of the eligible bids will be calculated to determine potential winning bids. Levelized energy costs will be calculated from the specifics of the bid pricing, and any other costs associated with accepting energy and RECs from the facility.

4.3 Non-Economic Factor Analysis

The Company will assess the following non-economic characteristics of the bids:

- Energy and REC Production
- Permitting
- Developer Experience
- Subscriber Mix (including but not limited to consideration for low income utility customers, renters/residential customers and agricultural producers)

Each bid will be reviewed and scored within these criteria and awarded an average score based upon the results of the scoring.

4.4 Evaluation Assumptions

The following planning assumptions will underlie Public Service's bid evaluation process.

*Utility Discount Rate and Cost of Capital*

Public Service will use a discount rate of 6.78% based on its current weighted after-tax cost of capital.

*Bonus for Community-Based Projects<sup>1</sup>*

Public Service is allowed to reflect an additional bonus amount of RECs generated from a Community-Based Project, as defined in Rule 3652(c) of the PUC Rules. This bonus amount will be calculated and added to the estimated number of RECs produced. This adjusted value will be used in the economic analysis of the bid when comparing it against other bids made in response to this RFP. If a Respondent qualifies under Rule 3652(c) it agrees to assist Public Service in obtaining any approvals or declaratory rulings from the Colorado Public Utilities Commission, as deemed necessary by Public Service, that such proposed CSG qualifies as a Community-Based Project.

Please note: Respondents will be paid only on the basis of 1 REC per MWh of energy generated; i.e., Respondents will not be paid for the 0.5 RECs used by the Company for compliance purposes.

4.5 Evaluation Team

A bid evaluation team has been formed to develop the RFP, and to evaluate and select bids. Members of the bid evaluation team include personnel from various departments within Public Service, each with different responsibilities.

4.6 Notification of Bid Results

Public Service intends to notify Respondents of the results of the bid evaluation and begin contract development on or about <month> <date>, 20\_\_.

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<sup>1</sup> Each kilowatt-hour of solar energy generated by a Colorado community-based project, as defined by PUC Rule 3652(c), is counted as generating 1.5 Renewable Energy Credits.

4.7 Post-bid Requirements

Once a Respondent is notified of an accepted bid, they will have a firm ninety (90) calendar days to complete an SRC Application process in the following steps:

- 1) A submitted SRC Application as described in Section 5 of this RFP that includes a specific location (latitude and longitude) and comports with the location requirements described in Section 4.8.
- 2) A security deposit of an amount equal to \$100/kW of the CSG's nameplate capacity (only checks or wire transfers will be accepted), which will be refunded if the proposed CSG is Substantially Completed within 24 months from receiving an award, has not moved more than one time, and complies with the SRC Program requirements and PUC rules. If the CSG is not Substantially Completed by that date, the deposit will be forfeited and credited to the Renewable Energy Standard Adjustment in accordance with Section 1.4 (Introduction) of this RFP.
- 3) A deposit into an escrow account of an amount equal to \$100/kW of the CSG's nameplate capacity that will be refunded once the CSG is operational or upon notice that construction of the proposed CSG has been terminated prior to completion.
- 4) Shows a minimum of 10 valid subscribers, indicating their agreement to go forward with the proposed CSG through completion and execution of a Subscriber Agency Agreement (see Exhibit B to the SRC Producer Agreement).
- 5) An executed SRC Producer Agreement. Failure to sign the agreement may result in suspension from the program.
- 6) A State Certificate of Good Standing.
- 7) A non-refundable Interconnection Study Fee of \$2,000 pursuant to Xcel Energy's Interconnection Requirements. This is required at the time of line diagram, site plan and Small Generation Interconnection Application submission.

[http://www.xcelenergy.com/Energy\\_Portfolio/Electricity/Generation\\_Owners/Distributed\\_Generation\\_Guidelines\\_for\\_Customer-Owned\\_Generation\\_-\\_CO](http://www.xcelenergy.com/Energy_Portfolio/Electricity/Generation_Owners/Distributed_Generation_Guidelines_for_Customer-Owned_Generation_-_CO)

- 8) Engineering documents (one-line diagram, site plan, and interconnection application).

Upon completion of all listed steps, in the order in which they are listed, the bid will be entered into the Program Queue. Completion of any individual step does not indicate acceptance into the Program Queue. If the CSG site location changes from what is initially proposed, the CSG will be removed from the Program Queue until steps 1, 5, 7 and 8 have been updated by the Respondent. Upon completion of updating these steps a CSG will be placed *at the end of* the Program Queue. No place within the queue can be held if a site location move is requested.

Failure to meet post-bid requirements may result in suspension from the program. Projects not Substantially Completed within 24 months from the date of Respondent's award will forfeit the deposit in accordance with Section 1.4 (Introduction) of this RFP.

4.8 System Location

[Upon award of the bid the Respondent must submit a permanent location for the new CSG. The location of CSGs may not result in more than 2 MWs of commonly owned total capacity of CSGs





[responsive/Billing%20&%20Payment/Consent-To-Disclose-Utility-Customer-Data-Form-English.pdf](#)

- Non-low income subscriber allocations must be 1 kW minimum, not to exceed 120% of the customer's average annual use. Low-income subscriber allocations must be 0.5 kW or greater not to exceed 120% of the customer's average annual use.
- No one subscriber can have an allocation higher than 40% of the total garden.
- The deposit and escrow requirements must be met when the application is submitted.
- A signed Interconnection Agreement.
- A signed SRC Producer Agreement.

All other requirements and application process instructions are located in the Solar\*Rewards Community section on the Xcel Energy website.

[https://www.xcelenergy.com/programs\\_and\\_rebates/residential\\_programs\\_and\\_rebates/renewable\\_energy\\_options\\_residential/renewable\\_developer\\_resource\\_center/solar\\_rewards\\_community\\_developer\\_resources](https://www.xcelenergy.com/programs_and_rebates/residential_programs_and_rebates/renewable_energy_options_residential/renewable_developer_resource_center/solar_rewards_community_developer_resources)

#### Section 6. Delivery and Interconnection

##### 6.1 REC Delivery Requirements

The point of delivery for the energy and RECs in response to this RFP will be the interconnection point of the CSG installation.

Successful Respondent(s) will be responsible for providing documentation necessary to obtain interconnection of their CSG installation at each facility.

##### 6.2 Public Service Interconnection Study

Respondents must submit an interconnection study request. The requirements of this request can be found on the Xcel Energy website.

Respondents may also contact Public Service with questions. When contacting Public Service Respondents should jointly contact the following personnel:

Mr. Thomas Malone  
Manager, Area Engineering  
Public Service Company of Colorado  
1123 West 3<sup>rd</sup> Avenue  
Denver CO 80223  
thomas.h.malone@xcelenergy.com  
Phone: 303.571.3646

Mr. Shawn Queenan  
Product Portfolio Manager  
Xcel Energy  
1800 Larimer St., Suite 1500  
Denver, CO 80202  
solarrewardscommunity@xcelenergy.com  
Phone: 303.294.2135

Mr. Malone and Mr. Queenan will be Public Service's points of contact for all questions and requests related to program application and interconnection.

Issued: <Month> <numerical day>, <year>

Respondents should note that, for any bids selected through this RFP the winning Respondents will be required to submit an Interconnection Application and Interconnect Study Fee, and enter into an Interconnection Agreement with Public Service. Such Interconnection Agreement is a separate and distinct agreement from the SRC Producer Agreement.

6.3 Interconnection Queue

Positions in the interconnection queue will be determined by the date and time stamp of the interconnection request as defined in Rule 3667 only if the Respondent has met the requirements of Step 1, 2 and 3 of the SRC Application Process outlined in Section 4.7 of this RFP.

## Appendix A

### Bid Forms and Instructions

As discussed in Section 3, the completed forms, attachments and narrative topic discussions, will comprise a complete bid. The contents of each form and any special instructions for completing the forms are described below.

If additional space is needed to elaborate on information requested on any form, please attach additional sheets with the heading "Form \_\_ - Additional Information."

If certain information is requested that does not apply to the bid, the Respondent must indicate that the information is not applicable. If appropriate, the Respondent should explain why the information is not applicable.

In addition to submitting a hardcopy of the bid with the completed forms, Respondents must also include a CD or flash drive in Microsoft® Word and/or Excel formats.

#### Form A Bid Certification and Anti-Collusion Form

All bids must include a completed Bid Certification and Anti-Collusion form signed by an officer or other authorized employee of the Respondent. This form will certify that the information in the bid is accurate, that the pricing includes all costs for the proposed term of service, that the Respondent agrees to be bound by the terms and conditions contained in the RFP, and that the Respondent has not discussed or colluded on the pricing offered. Further, the Respondent must accept the SRC Producer Agreement included in the RFP.

#### Form B Bid Cover Sheet

This form requests general information about the Respondent, the proposed generation technology, type of sale, and capacity.

#### Form C Technical Description

This form requests information about the proposed configuration of generation equipment, as well as operational characteristics.

#### Form D Construction Milestones

This form requests that Respondents provide estimated dates for meeting a series of development and construction milestones for the proposed CSG.

#### Form E Supply Amount & REC Bid Form

### Bid Pricing

In Form E - Supply Amount & REC Bid Form, the Respondents must provide a bid price in nominal \$/MWh during each production year. The Company will round all bids at least to the second decimal place

for bid evaluation purposes. (To clarify, a nominal price for production year 1 would be the actual price charged in production year 1.)

All unsubscribed energy will be purchased at the Company's prior calendar year's average hourly incremental cost of electricity supply.

Respondents shall provide a constant price for each year of the term specified in the SRC Producer Agreement.

REC Quantity

In Form E - Supply Amount & REC Bid Form, Respondents must also provide a projected number of RECs to be produced during each contract year. The number of projected RECs to be produced each year will be evaluated against data representing expected generation output according to the technology being employed. Annual projection estimates which do not appear reasonable in comparison to that data will be questioned and may cause the bid to be modified or rejected.

Form F  
Subscriber Mix Commitment

This form requests Respondents to set forth the percentage of the allocation of the CSG's capacity that will be set aside for residential rate class serving customers (R, RE-TOU, RD, or RD-TDR) and any other commitments Respondent are making to serve low-income, agricultural producers or other customer types.

Form G  
Bid Forms Checklist

This form requests that Respondents verify that all necessary forms have been completed and submitted.

Form A – Certification and Anti-Collusion Form

The Respondent hereby certifies that all of the statements and representations made in this proposal are true to the best of the Respondent's knowledge and belief, and agrees to be bound by the representations, terms, and conditions contained in the RFP. The Respondent hereby certifies that no pricing discussion or collusion has occurred with other bidding parties. The Respondent accepts the contract included in the RFP.

Submitted by: \_\_\_\_\_  
(legal name of firm)

Respondents: \_\_\_\_\_  
(if different than above)

Signature of an officer of Respondents: \_\_\_\_\_

Print or type name of officer: \_\_\_\_\_

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

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

Form B – Bid Cover Sheet

1) CSG / Facility Name: \_\_\_\_\_

2) CSG Location (county): \_\_\_\_\_

3) Respondents Contact:

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

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone / Fax: \_\_\_\_\_

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

4) Alternate Respondents Contact:

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

Address: \_\_\_\_\_

Phone / Fax: \_\_\_\_\_

5) Estimated Peak Nameplate Capacity kW DC: \_\_\_\_\_

6) Estimated Annual Calendar Year Energy Production (MWh) \_\_\_\_\_

7) Proposed Construction Start Date: \_\_\_\_\_

8) Proposed Substantial Completion Date: \_\_\_\_\_

9) As applicable, please list and provide an organizational chart of all affiliates and parent companies of:

- a) The Subscriber Organization
- b) The SRC Owner
- c) The SRC Producer

Form C – Technical Description

1) Describe the solar technology, including: system size, the number of PV panels, the number of inverters, ancillary equipment, etc.

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2) Provide relevant specifications about the proposed generation, inverter and other significant equipment such as brand, model, fabricator, rating, size, capabilities, etc.

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3) Describe the configuration of the proposed generation equipment, including system tracking, tilt, azimuth, etc.

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4) Describe the performance history of major components of the technology as listed above. Provide a list of projects and contact information corresponding to past performance history.

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Form D – Construction Milestones

DATE		RESULTS ACHIEVED
	1	Respondent shall have submitted post bid information (10 subscribers, deposit/escrow, proposed site location, and low income subscriber summary).
	2	Respondent has executed the SRC Producer Agreement.
	3	Respondent has received site acquisition/control.
	4	Respondent has obtained site survey and soils report.
	5	Respondent has obtained all variance allowances and planning approval.
	6	Respondent has obtained all required permits.
	7	Respondent has achieved closing on financing for the CSG facility or have provided Public Service with proof of financial capability to construct the proposed CSG.
	8	Respondent and all required counterparties have executed major procurement contracts, the Construction Contract, and any operating agreements needed to commence construction of the Facility.
	9	Respondent and all required counterparties have executed the Interconnection Agreement.
	10	Respondent has started facility construction.
	11	Respondent has provided Public Service with copies of applicable inspection reports for the proposed CSG.
	12	Respondent has provided Public Service with evidence of complying with the insurance coverage requirements prior to the date of Substantial Completion.
	13	Respondent has made the Interconnection of the CSG generating facility and is capable of being energized.
	14	Substantial Completion has been achieved and the date duly recorded.
	15	All other requisite SRC application documentation is on file.
	16	Respondent Substantially Completes proposed CSG 24 months from the date of Respondent's award.



Form E - Supply Amount & REC Bid Form

Respondent Information	
Respondent Name(s)	
Mailing Address	
Contact Email address(es)	
Contact Phone(s)	
Solar Facility Installation Information	
County	
Adjacent Counties	
Existing Public Service Customer? (Yes/No)	
If yes, Xcel Energy Account Number	
If yes, Xcel Energy Premise Number	
Projected Date of Commercial Operation	
System nameplate DC output capacity (kW)	
Annual solar degradation rate (%)	

Production Year	Production Estimate (MWh)	\$/MWh
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
Fill in requested data for each production year under contract		

Form F – Subscriber Commitments

1) Does this bid have residential rate class serving commitments associated with the 10MW target?

2) Are there any additional subscriber mix commitments associated with this bid, including any commitment to serve eligible low-income CSG subscribers (as defined in Rule 3652(o))?

Form G – Bid Submittal Checklist

<input type="checkbox"/>	Executive summary
<input type="checkbox"/>	All applicable forms complete
<input type="checkbox"/>	Narrative topics discussions
<input type="checkbox"/>	<ul style="list-style-type: none"><li>• Development Experience</li></ul>
<input type="checkbox"/>	<ul style="list-style-type: none"><li>• Proposed CSG Description</li></ul>
<input type="checkbox"/>	<ul style="list-style-type: none"><li>• Energy and REC Production Profile</li></ul>
<input type="checkbox"/>	<ul style="list-style-type: none"><li>• Siting and Permitting Plan</li></ul>
<input type="checkbox"/>	<ul style="list-style-type: none"><li>• Operations and Maintenance Plan</li></ul>

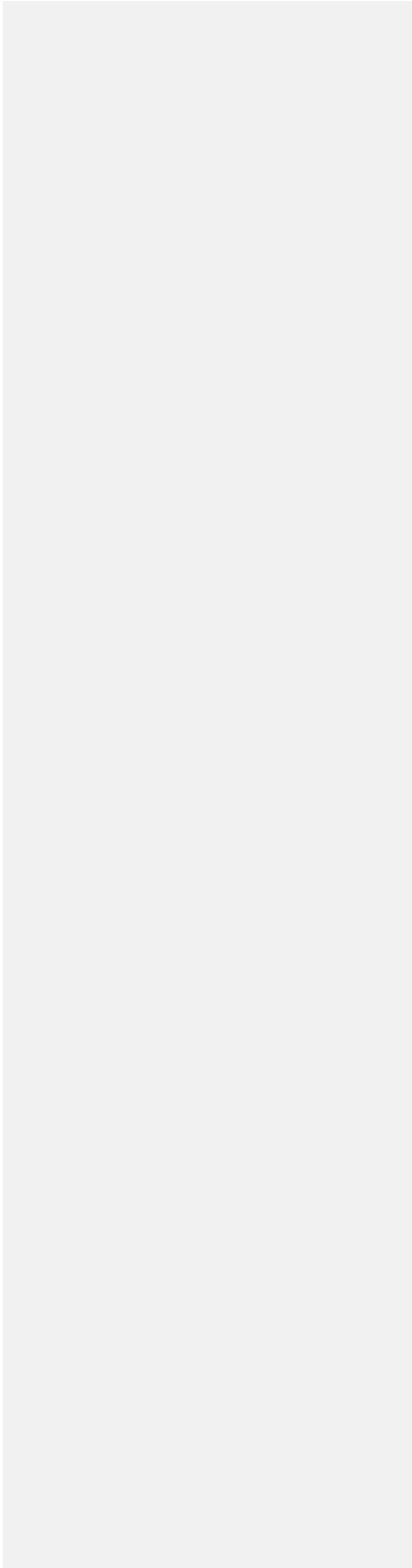
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Appendix 2  
Solar\*Rewards Community Producer Agreement



Application: {!Integration\_Opportunity\_ID\_\_c}

## Small Generator Interconnection Agreement

This SMALL GENERATOR INTERCONNECTION AGREEMENT (“Agreement”) is entered into by and between Public Service Company of Colorado, d/b/a Xcel Energy, a Colorado corporation, having a mailing address of P.O. Box 840, Denver, Colorado, 80201, hereinafter referred to as “Public Service,” and {!Customer\_Name\_\_c}, having a mailing address of {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}, hereinafter referred to as “Customer.” The Customer and Public Service are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party.”

In consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

### I. SCOPE AND PURPOSE

- A) Establishment of Point of Common Coupling. This Agreement is intended to provide for the Customer to interconnect and operate a Generation System in parallel with the Public Service electric distribution system at {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}, as more specifically identified in Exhibit C and shown in the Exhibit A one-line diagram.
- B) This Agreement contains the terms and conditions under which the Customer may interconnect and operate in parallel the Generation System with the Public Service electric distribution system and the facilities and operation requirements of the Customer for such interconnection.
- C) This Agreement does not authorize the Customer to export power or constitute an agreement to purchase or wheel the Customer’s power. Such purchasing or wheeling services that the Customer may require from Public Service, or other services, are provided under separate agreements or the Public Service’s retail or wholesale Electric Tariffs, and are subject to the rules of and/or approval from the applicable regulatory authority.
- D) This Agreement does not cover FERC jurisdictional generating system installations.
- E) The Technical Requirements for interconnection are set forth in a separate Technical Requirements document, entitled “Safety, Interference and Interconnection Guidelines for Cogenerators, Small Power Producers, and Customer-Owned Generation,” dated February 1, 2017, a copy of which has been made available to the Customer and the receipt of which Customer hereby acknowledges. The Technical Requirements, as may be modified from time to time, are hereby incorporated and made part of this Agreement by this reference.

### II. DEFINITIONS

- A) “Agreement” – Small Generator Interconnection Agreement.
- B) “Area EPS” - an electric power system (EPS) that serves Local EPSs. Note: Typically, an Area EPS

has primary access to public rights-of-way, priority crossing of property boundaries, etc.

- C) "Commission" - the Public Utilities Commission of the State of Colorado.
- D) "Customer" - the party or parties that will own/operate the Generation System and shall be responsible for meeting the requirements of this Agreement.
- E) "Dedicated Facilities" - the equipment that is installed due to the interconnection of the Generation System and not required to serve other Public Service customers, as more specifically described on Exhibit B attached hereto and made a part hereof.
- F) "Electric Tariffs" - Public Service's electric tariffs as in effect and on file with the Commission from time to time.
- G) "EPS" (Electric Power System) - facilities that deliver electric power to a load. Note: This may include generation units.
- H) "Generation" - any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, etc.; or any other electric producing device, including energy storage technologies.
- I) "Generation Interconnection Coordinator" - the person or persons designated by Public Service to provide a single point of coordination with the Customer for the generation interconnection process.
- J) "Generation System" - the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters, and associated wiring and cables, located on the Premises, up to the Point of Common Coupling.
- K) "Governmental Entity" - any federal, state or local government, board, department, agency, special district, instrumentality, or other similar entity entitled to rely on the rights, immunities or protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time.
- L) "Local EPS" - an electric power system (EPS) contained entirely within a single premise or group of premises.
- M) "Nameplate Capacity" - the total AC nameplate capacity rating of all the Generation included in the Generation System. For this definition, the "standby" and/or maximum rated kW capacity on the nameplate shall be used.
- N) "Point of Common Coupling" - the point where the Local EPS is connected to Public Service, as shown on Exhibit A hereto.
- O) "Point of Delivery" - the point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered.

- P) "Public Service Operator" - the distribution dispatch personnel or group that operates the Public Service Area EPS.
- Q) "Technical Requirements" - standards and requirements set forth in the document entitled "Safety, Interference and Interconnection Guidelines for Cogenerators, Small Power Producers, and Customer-Owned Generation" (February 1, 2017), as may be modified from time to time.

### **III. DESCRIPTION OF INTERCONNECTION CUSTOMER'S GENERATION SYSTEM**

- A) A description of the Generation System, including a single-line diagram showing the general arrangement of how the Customer's Generation System is interconnected with Public Service's electric distribution system, is attached to and made part of this Agreement as Exhibit A. The single-line diagram shall show the following:
  - 1) Point of Delivery
  - 2) Point of Common Coupling
  - 3) Location of Meter(s)
  - 4) Ownership of the equipment
  - 5) Generation System total Nameplate Capacity
  - 6) Scheduled operational (on-line) date for the Generation System

### **IV. RESPONSIBILITIES OF THE PARTIES**

- A) The Parties shall perform all of their respective obligations under this Agreement in accordance with all applicable laws and regulations, operating requirements, and good utility practices.
- B) Customer shall construct, operate, and maintain the Generation System in accordance with the applicable manufacturer's recommended maintenance schedule, the Technical Requirements, and in accordance with this Agreement.
- C) If this Agreement is executed before Public Service has conducted its inspection and testing of the Generation System in accordance with the Technical Requirements, and such inspection and testing indicates that certain Dedicated Facilities (Exhibit B) or additional Operating Requirements (Exhibit D) are required, then the Parties shall promptly amend this Agreement to modify Exhibit B or Exhibit D accordingly.
- D) Public Service shall carry out the construction of the Dedicated Facilities in a good and workmanlike manner, in accordance with standard design and engineering practices.

### **V. CONSTRUCTION**

- A) The Parties agree to cause their facilities or systems to be constructed in accordance with the laws of the State of Colorado and to meet or exceed applicable codes and standards provided by

the NESC (National Electrical Safety Code), ANSI (American National Standards Institute), IEEE (Institute of Electrical and Electronic Engineers), NEC (National Electrical Code), UL (Underwriter's Laboratory), Technical Requirements, applicable local building codes, and other applicable ordinances in effect at the time of the installation of the Generation System.

B) Charges and Payments

The Customer is responsible for the actual costs to interconnect the Generation System with the Public Service electric distribution system at the Point of Common Coupling, including, but not limited to any Dedicated Facilities attributable to the addition of the Generation System, Public Service labor for installation coordination, commissioning, installation testing and engineering review of the Generation System, and interconnection design that are consistent with the applicable rules of the Commission. Estimates of these costs to be incurred by Public Service are set forth in Exhibit B. The estimated costs set forth in Exhibit B have been developed for budgeting purposes and may be greater or less than the actual costs required to be reimbursed by the Customer hereunder. Public Service shall make commercially reasonable efforts to ensure that all costs of work to be performed by Public Service for which the Customer is responsible shall be reasonable under the circumstances of the particular design and construction of the interconnection.

1) Dedicated Facilities

- a) During the term of this Agreement, Public Service shall design, construct, and install the Dedicated Facilities outlined in Exhibit B.
- b) Once installed, the Dedicated Facilities shall be owned and operated by Public Service and all costs associated with operating and maintaining the Dedicated Facilities shall be the responsibility of Public Service, unless otherwise agreed.
- c) Upon execution of this Agreement, Public Service shall be authorized to begin construction and to procure the necessary facilities and equipment to complete the installation of the Dedicated Facilities, as described in Exhibit B. Notwithstanding any other provision of this Agreement to the contrary, if for any reason, the Generation System project is canceled or modified, or this Agreement is terminated by the Customer or by reason of the Customer's failure to diligently pursue the interconnection, such that any or all of the Dedicated Facilities are not required, the Customer shall nevertheless reimburse Public Service for actual costs incurred by Public Service in pursuing the installation of the Dedicated Facilities, including, but not limited to, any additional costs to remove and/or to complete the installation of the Dedicated Facilities. The Customer may, for any reason, cancel the Generation System project, so that any or all of the Dedicated Facilities are not required to be installed. The Customer shall provide written notice to Public Service of cancellation. Upon receipt of a cancellation notice, Public Service shall take reasonable steps to minimize additional costs to the Customer, where reasonably possible. This provision shall survive the termination of this Agreement.

- 2) Payments. The Customer shall pay Public Service for the cost of the Dedicated Facilities as follows.



- a) All of the estimated costs, as set forth in Exhibit B, shall be due prior to initial energization of the Generation System with Public Service.
- b) The remainder of actual costs, incurred by Public Service, excluding the ongoing costs of telemetry, shall be due within thirty (30) days from the date the bill is mailed by Public Service after project completion. If the Customer does not make payment in full within that time, the unpaid balance shall bear interest at the rate of one and one half percent (1.5%) per month. In the event the actual costs are less than the estimated costs paid by Customer, Public Service shall refund the difference to the Customer within sixty (60) days of project completion.

## **VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT**

- A) This Agreement includes the following Exhibits, which are specifically incorporated herein and made part of this Agreement by this reference:
  - 1) Exhibit A – Description of Generation System and single-line diagram. This diagram shows all major equipment, including, visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment, and the location of metering.
  - 2) Exhibit B – Estimated engineering, installation, equipment removal, commissioning and testing costs payable by the Customer. Included in this listing shall be the description and estimated costs for the required Dedicated Facilities being installed by Public Service for the interconnection of the Generation System and a description and estimate for the final acceptance testing work to be done by Public Service.
  - 3) Exhibit C – Engineering Data Submittal. A standard form application, and related charts, drawings and inventory lists that provide the engineering and operating information about the Generation System relied on by Public Service in establishing the interconnection.
  - 4) Exhibit D – Operating Requirements. To be included when needed. The Operating Agreement details special or additional operating information, limitations or requirements that are a condition of interconnection and/or continued ongoing operation.

## **VII. TERMS AND TERMINATION**

- A) This Agreement shall become effective as of the date when both the Customer and Public Service have executed this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
  - 1) The Parties agree in writing to terminate the Agreement.
  - 2) The Customer may terminate this Agreement at any time, by written notice to Public Service, prior to witnessing the completion of the final acceptance testing of the Generation System by Public Service. Upon such termination, the Customer shall continue to be responsible for costs incurred by Public Service as provided for in Section V.B. above. Upon receipt of a

- termination notice, Public Service shall take reasonable steps to minimize additional costs to the Customer, where reasonably possible.
- 3) Once the Generation System is operational, the Customer may terminate this Agreement upon thirty (30) days written notice to Public Service; or
  - 4) Public Service may terminate this Agreement:
    - a) Upon thirty (30) days written notice to the Customer if:
      - i. The Customer fails to interconnect and operate the Generation System in accordance with the terms of this Agreement;
      - ii. The Customer employs excluded and/or unapproved Configurations or Operating Modes as set forth in Exhibit D;
      - iii. The Customer fails to take all corrective actions specified in Public Service's written notice that the Generation System is out of compliance with the terms of Public Service's tariffs or this Agreement, within the time frame set forth in such notice;
      - iv. At any point during the term the PV System is not located at the Service Address, or the Service Address is no longer within Public Service's service territory;
      - v. The Customer fails to complete Public Service's final acceptance testing of the Generation System within 24 months of the date proposed under section III.A.6.; or
    - b) Pursuant to Article VIII H).
  - 5) This Agreement shall automatically terminate upon the removal of the Generation System or the permanent cessation of generation operations of the Generation System behind the Point of Common Coupling.
- B) Upon termination of this Agreement, Public Service may, or may require Customer to, disconnect the Generation System from Public Service's electric distribution system. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing, at the time of the termination.

### **VIII. OPERATIONAL ISSUES**

Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or hereafter may own, unless otherwise specified.

- A) Technical Standards: The Generation System shall be installed and operated by the Customer consistent with the requirements of this Agreement; the Technical Requirements; the applicable requirements located in the National Electrical Code (NEC); the applicable standards published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE); applicable local building codes, and other applicable ordinances in effect during the installation and operation of the Generation System and related facilities.

- B) Right of Access: At all times, Public Service's personnel shall have access to the disconnect switch of the Generation System for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate Public Service's system safely, and to provide service to its customers. As necessary for Public Service to operate, maintain, inspect, test, repair or replace its facilities for the purposes of this Agreement, the Customer shall allow Public Service access to Public Service's equipment and facilities located on the premises. Public Service shall make commercially reasonable efforts to comply with any safety or security requirements of Customer with respect to the Premises provided to Public Service in advance in writing to the extent that such requirements do not interfere with the foregoing purposes.
- C) Electric Service: This Agreement does not govern the provision of electric service by Public Service to supply the electrical requirements of the Local EPS. Any such electric service to be supplied to the Customer's Local EPS by Public Service shall be exclusively in accordance with the Electric Tariffs and rate schedules applicable to the Customer's class of service there under, as in effect from time to time.
- D) Operation and Maintenance: The Generation System shall be operated by the Customer in accordance with the Technical Standards, Exhibit D when applicable, and any additional requirements that may be agreed to in writing from time to time.
- E) Cooperation and Coordination: Both Public Service and the Customer shall communicate and coordinate their operations, so that the normal operation of Public Service's system does not unduly effect or interfere with the normal operation of the Generation System and the Generation System does not unduly effect or interfere with the normal operation of Public Service's system. Under abnormal operations of either the Generation System or the Public Service system, the responsible Party shall provide reasonably timely communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.
- F) Disconnection of Unit: Public Service may disconnect the Generation System as reasonably necessary in the event of termination of this Agreement, non-compliance by the Customer with the terms of this Agreement, system emergency, imminent danger to the public or Public Service personnel, and routine maintenance, repairs, and modifications to the Public Service system. When reasonably possible, Public Service shall provide prior notice to the Customer explaining the reason for the disconnection. If prior notice is not reasonably possible, Public Service shall, after the fact, provide information to the Customer as to why the disconnection was required. Public Service shall have no liability for any loss of sales or other damages, including any consequential damages for the loss of business opportunity, profits, or other losses, regardless of whether such damages were foreseeable, for the disconnection of the Generation System in accordance with this Agreement. Public Service shall use reasonable efforts to reconnect the Generation System in a timely manner and mitigate damages and losses to the Customer where reasonably possible.
- G) Modifications to the Generation System: The Customer shall notify the Public Service Operator, in writing, of plans for any modifications to the Generation System interconnection equipment, including all information needed by Public Service, as part of the review described in this paragraph, at least twenty (20) business days prior to undertaking such modification(s).

Modifications to any of the interconnection equipment, including all interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VT's & CT's, and Generation System capacity, shall be included in the notification to Public Service. The Customer agrees not to commence installation of any modifications to the Generating System until Public Service has approved the modification, in writing, which approval shall not be unreasonably withheld. Public Service shall have a minimum of five (5) business days to review and respond to the planned modification. Public Service shall not take longer than a maximum of ten (10) business days to review and respond to the modification after the receipt of the information required to review the modifications. A major upgrade or expansion of the Generation System does not qualify for this provision. Such changes shall be reviewed through a formal interconnection application.

- H) *Any modification to the generation system that causes the system to operate contrary to the provisions of Public Service's tariffs and/or this Agreement shall be considered a material breach of this Agreement. For purposes of this Section modifications include but are not limited to: operating at a power factor other than specified; introduction in any manner of non-eligible energy resources to a net metered installation; connecting additional generation without notification to Public Service; or, other operating modes disallowed under the tariffs pursuant to which operation has been authorized. In such event, Public Service shall notify the Customer of the system's non-compliance with Public Service's tariffs or this Agreement and Customer shall have twenty (20) days from the date of such notice to either remedy the non-compliant operation or cease operation. If Customer fails to either remedy the non-compliant operation or cease operation within twenty (20) days of the date of the notice, Public Service may terminate this Agreement after ten (10) days written notice to Customer.*
- I) Permits and Approvals: The Customer shall obtain all applicable environmental and other applicable permits from governmental authorities as required by law prior to the construction of the Generation System. The Customer shall maintain all such applicable permits, as necessary, and comply with these permits during the term of this Agreement.

## **IX. LIMITATION OF LIABILITY**

- A) Each Party shall at all times indemnify, defend, and save the other Party harmless from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from the Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional misconduct of the other Party. Notwithstanding the foregoing, if (and only if) Customer is a Governmental Entity, the foregoing provisions of this Section IX.A. shall be substituted in their entirety with the following. Each Party will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Section or any other provision of this Agreement or any addendum or amendment hereto shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Customer may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., et seq.) or to any other defenses, immunities, or limitations of liability available to the Customer by law.
- B) Any liability of either Party to the other for failure to perform its obligations under this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
- C) Notwithstanding any other provision in this Agreement, with respect to Public Service's provision of electric service to any customer including the Customer, Public Service's liability to such customer shall be limited as set forth in Public Service's tariffs and terms and conditions for electric service, and shall not be modified or in any manner affected by the terms of this Agreement.

## **X. DISPUTE RESOLUTION**

- A) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably, and in a good faith manner.
- B) In the event a dispute arises under this Agreement, and if the Parties cannot resolve it within five (5) days after written notice of the dispute to the other Party, the Parties may mutually agree to submit the dispute to mediation by a mutually acceptable mediator or dispute resolution service, in a mutually convenient location in the State of Colorado. Each Party will be responsible for one-half of the cost paid to neutral third-parties.
- C) The Parties agree to participate in good faith in the mediation or resolution process. If the Parties are not successful in resolving their dispute through mediation or the dispute resolution process, then the Parties may refer the dispute for resolution to the Commission, which shall maintain continuing jurisdiction over this Agreement.

## **XI. INSURANCE**

- A) At a minimum, in connection with the Customer's performance of its duties and obligations under this Agreement, the Customer shall maintain, during the term of the Agreement, general liability insurance, written by an insurer with an A.M. Best rating of at least A-VII or a Standard & Poor's rating of at least A, with a combined single limit of not less than
- 1) Two million dollars (\$2,000,000) or greater, as mutually agreed to by the Parties, for each occurrence if the Gross AC Nameplate Rating of the Generation System is greater than 2 MW.
  - 2) Two million dollars (\$2,000,000) for each occurrence if the Gross AC Nameplate Rating of the Generation System is greater than 500 kW up to and including 2 MW.
  - 3) One million dollars (\$1,000,000) for each occurrence if the Gross AC Nameplate Rating of the Generation System is greater than 10 kW up to and including 500 kW.
  - 4) Three hundred thousand dollars (\$300,000) for each occurrence if the Gross AC Nameplate Rating of the Generation System is 10 kW or less.
  - 5) Such general liability insurance shall include coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Customer's ownership and/or operating of the Generation System under this Agreement.
- B) For a Generation System over 500 kW, the general liability insurance required by Section XI.A shall, by endorsement to the policy or policies: (a) include Public Service as an additional insured; and (b) provide that Public Service shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance.
- C) All general liability insurance required by Section XI.A shall, by endorsement to the policy or policies, provide for thirty (30) calendar days' written notice to Public Service prior to cancellation, termination, alteration, or material change of such insurance.
- D) Evidence of the insurance required in Section XI.A shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Public Service.
- E) If the Customer is self-insured with an established record of self-insurance, the Customer may comply with the following in lieu of Section XI.A – D:
- 1) Customer shall provide to Public Service, at least thirty (30) days prior to the date of initial operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under section XI.A.
  - 2) If Customer ceases to self-insure to the level required hereunder, or if the Customer is unable to provide continuing evidence of its ability to self-insure, the Customer agrees to immediately obtain the coverage required under Section XI.A.

- F) The Customer shall provide Public Service a certificate of insurance evidencing the requisite coverage and provisions prior to the interconnection of the Generation System. After interconnection, Public Service may periodically request proof of current insurance coverage in order to verify compliance with the requirements of this Section XI. Upon receipt of any such request, the Customer shall provide a certificate of insurance evidencing the requisite coverage and provisions. Failure of the Customer to provide timely evidence of proper insurance may result in disconnection of the Generation System pursuant to Section VIII.F.
- G) Failure of the Customer or Public Service to enforce the minimum levels of insurance does not relieve the Customer from maintaining such levels of insurance or relieve the Customer of any liability.
- H) All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to Public Service Company. Applications that are submitted via an on-line submittal process such as the Solar\*Rewards® shall provide the insurance submittal as part of the on-line submittal. All other applications shall submit the insurance documentation to:

*Public Service, Manager Area Engineering, 1123 W. 3<sup>rd</sup> Avenue, Denver, CO 80223*

## **XII. MISCELLANEOUS**

### **A) FORCE MAJEURE**

- 1) An event of Force Majeure means any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. An event of Force Majeure does not include an act of negligence or intentional wrongdoing.
- 2) Neither Party will be considered in default of any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder.

### **B) NOTICES**

- 1) Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

- a) If to Public Service:

Public Service, Manager Area Engineering, 1123 W. 3<sup>rd</sup> Avenue, Denver, CO  
80223

- b) If to Customer:

{!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}

- 2) A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.
- 3) The Parties may also designate operating representatives to conduct the daily communications that may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's notice to the other Party.

**C) ASSIGNMENT**

All of the terms, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties hereto and their respective successors, but neither this Agreement nor the rights and obligations of the Customer may be assigned except as provided for in this Section XII.C. In the event the Customer sells, conveys or otherwise transfers ownership or operational control of the Generation System to another entity ("New Owner"), this Agreement may be transferred to such New Owner upon receipt by Public Service of a written document, in a form satisfactory to Public Service, indicating the New Owner's agreement to comply with all of the terms of this Agreement. The Customer shall not otherwise assign its rights nor delegate its duties under this Agreement without Public Service's written consent, which shall not be unreasonably withheld. Any assignment or delegation the Customer makes without Public Service's written consent shall not be valid.

**D) NON-WAIVER**

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

**E) GOVERNING LAW AND INCLUSION OF PUBLIC SERVICE'S TARIFFS AND RULES**

- 1) This Agreement shall be interpreted, governed, and construed under the laws of the State of Colorado as if executed and to be performed wholly within the State of Colorado without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 2) The provisions of this Agreement shall at all times be subject to the applicable terms and conditions set forth in the Electric Tariffs pertaining to the electric service provided by Public Service, which are hereby incorporated into this Agreement by this reference.
- 3) Notwithstanding any other provisions of this Agreement, Public Service shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff, or rule or any agreement relating thereto.

**F) AMENDMENT AND MODIFICATION**

This Agreement will not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.



**G) ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties with regard to the interconnection of the Generation System of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement, or other statement not set forth in this Agreement or in the incorporated attachments, exhibits, and appendices.

This Agreement may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

**H) CONFIDENTIAL INFORMATION**

- (1) Confidential information shall mean any confidential and/or proprietary information provided by one Party to the other Party that is clearly marked or otherwise designated "Confidential." All design, operating specifications, and metering data provided by the Interconnection Customer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.
- (2) Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce an agreement between the Parties. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under agreements between the Parties, or to fulfill legal or regulatory requirements.
  - A. Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
  - B. Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- (3) Notwithstanding anything in this article to the contrary, if the Commission or its staff, during the course of an investigation or otherwise, or any party to a proceeding before the Commission (an "Intervenor"), requests information from one of the Parties that is otherwise required to be maintained in confidence, the Party shall provide the requested information to the Commission, its staff, or such Intervenor, within the time provided for in the request for information. In providing the information to the

Commission, its staff, or such Intervenor, the Party may request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure. Public Service shall have no obligation to notify Customer prior to the release of Confidential Information to the Commission, its staff, or such Intervenor. The Party shall notify the other Party when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time either of the Parties may respond before such information would be made public.

**I) NO WARRANTIES**

By undertaking the performance of any of its responsibilities under the terms of this Agreement, including, without limitation, any inspection, acceptance or non-rejection, Public Service does not give and hereby disclaims any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the Customer or leased by the Customer from third parties, including without limitation the Generation System and any structures, equipment, wires, appliances, or devices appurtenant thereto.

**J) NO PARTNERSHIP**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

**K) APPROPRIATIONS**

This Section XII.K. applies only if Customer is a Governmental Entity. The Parties acknowledge that the Customer is subject to Article X, § 20 of the Colorado Constitution. If the Customer fails to appropriate funds for any given fiscal year sufficient to perform its obligations under this Agreement, (a) the Customer will be in material breach of this Agreement and (b) either Party may terminate this Agreement upon ten (10) days prior written notice to the other Party. No finding that this Agreement violates Article X, § 20(4)(b) of the Colorado Constitution will void, make voidable, or nullify this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused three originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

**Customer:**

By: \_\_\_\_\_[[SertifiSStamp\_1]]\_\_\_\_\_

Name: {!Customer\_Name\_\_c}

Title: \_\_\_\_\_[[SertifiTitle\_1]]\_\_\_\_\_

Date: \_\_\_\_\_[[SertifiDate\_1]]\_\_\_\_\_

**Public Service Company of Colorado**

By: \_\_\_\_\_[[SertifiSStamp\_2]]\_\_\_\_\_

Name: Lee Gabler

Title: Director, Customer Strategy and Solutions

Date: \_\_\_\_\_[[SertifiDate\_2]]\_\_\_\_\_

**EXHIBIT A**

**GENERATION SYSTEM DESCRIPTION  
AND SINGLE-LINE DIAGRAM**

(1) One Line Diagram

\*\* Submitted with Solar application

For all other applications, attach the submitted one-line diagram to this Exhibit.

**EXHIBIT B**

SUMMARY OF PUBLIC SERVICE COSTS AND DESCRIPTION OF DEDICATED FACILITIES BEING INSTALLED BY  
PUBLIC SERVICE, FOR THE INTERCONNECTION OF THE GENERATION SYSTEM

B-1

## EXHIBIT C

### ENGINEERING DATA SUBMITTAL, FOR THE INTERCONNECTION OF THE CUSTOMER'S GENERATION SYSTEM

(1) Small Generator Interconnection Application

\*\* Submitted with online Solar application (only applicable for systems over 10 kW)

For all other applications, the completed application form shall be attached to this Exhibit.

**EXHIBIT D****OPERATING REQUIREMENTS**

*[Drafting note: This Exhibit D is for Solar\*Rewards. Replace for S\*R Community.]*

**The Generation Facility shall operate at a specified fixed Power Factor:**

The specified Power Factor as a condition of interconnection: 98%; Absorbing VARs

This Power Factor is specified at the: Point of Common Coupling

The power factor may be changed from time to time by mutual agreement. A temporary power factor may be specified by Public Service Company of Colorado d/b/a Xcel Energy as a condition of operation in lieu of disconnecting when the distribution system is in a contingency configuration.

The system owner is responsible to operate and maintain all equipment per manufacturer specifications and guidelines.

**Start-Up, Shut-Down, and Ramp Rates (Applicable for systems above 100kW with more than 1 inverter):**

- In order to mitigate voltage variations, where the Generation System consists of more than one unit (e.g., inverters in a solar PV context), with aggregate rating of 100kW AC or above; Interconnection Customer shall stagger the planned start-up and shutdown of the units in 50%+/- increments if only two inverters, 33% +/- increments if three inverters and 25% +/- increments if four or more inverters, with a minimum delay of 30 seconds between the starting and controlled stopping of each unit,. A controlled planned shutdown may be a condition of interconnection. The sequence of operation, including estimated timeframes for actions, must be submitted to and approved by Xcel Energy in advance.
- In order to mitigate voltage variations and surges, Xcel Energy reserves the right, based upon the Engineering Study, to have Customer modify Start-up, Shut Down, and Ramp Rate requirements, within the equipment's capability. Customer shall comply with the request for modification in a timely fashion in accordance with good utility practices.
- Specific to Customer's Installation: **N/A**

**Applicable If Energy Storage Systems Are Involved:**

Three Energy Storage Guidance Documents ("Guidance Documents") address battery configurations and requirements related to the terms of Colorado Public Utilities Commission Proceeding No. 16AL-0048E. Energy storage interconnections are allowed as addressed in these Guidance Documents. The interconnection principles illustrated also apply to large interconnections, as permitted in the filed tariffs. In the event of a conflict between this Operating Agreement and Guidance Documents, the Guidance Documents shall rule. Energy

storage system interconnections not included in this PUC Proceeding must be documented and be in accordance with the Engineering Study and applicable tariffs.

Nothing under the Guidance Documents shall be construed to limit the export of actual onsite renewable self-generation that is net metered in compliance with the approved tariffs.

### **Exclusions**

Certain tariff and generation interconnection types are outside the provisions of PUC Proceeding No. 16AL-0048E and are not covered in the Guidance Documents. Each Guidance Document lists the relevant interconnection types excluded. Energy storage system interconnections not included in this proceeding must be documented and be in accordance with the Engineering Study and applicable tariffs.

### **Additional Definitions**

“Configuration” - the physical electrical design of the Distributed Energy Resource (“DER”). The Guidance Documents provide diagrams showing representative typical connection designs for a small PV as examples. The Configuration is a combination of the illustrated connection and the diagram notes concerning the equivalent connections inside of a software-governed inverter.

“Distributed Energy Resource (DER)” - a source of electric power that is not directly connected to a bulk power system. DERs includes both generators and energy storage technologies capable of exporting active power to the Area Electric Power Supplier (“EPS”) as defined by the Institute of Electrical and Electronics Engineers (“IEEE”) standard 1547-2003.

“Energy Storage Guidance Documents” or “Guidance Documents” - Guidance documents for the interconnection of electric storage based on agreed to terms from Proceeding No. 16AL-0048E and as published on the Xcel Energy website.

“Inadvertent Export” - the unscheduled and uncompensated export of real power generated from a customer’s parallel operation and delivered to the Company. The use of an internal transfer relay, energy management system, or other customer facility hardware or software system(s) intended to prevent the reverse power flow, or net export, from the customer’s energy source across the point of interconnection shall be required. The magnitude of energy export shall be less than the aggregate nameplate rating (kW-gross) of all sources ineligible to export power (Non-Export) multiplied by one hour per month, and the duration of export of power from the customer’s parallel operation shall be less than 30 seconds for any single event.

“Interconnected DER Capacity” - the aggregate nameplate ratings of the DER that can be simultaneously supplied to the grid, such as storage and self-generation. If the contribution of the energy storage to the total contribution is limited by programming or by some other onsite limiting element, the reduced ongoing capacity will be used.

“Material Change” - any modification to the system that causes the system to operate contrary to the approved operating configuration shall be considered a material change and shall be considered a material breach of this Agreement.



“Non-Export” - a restriction whereby no Parallel Operation of Self-Generation or Energy Storage energy may export from the utility service meter to the utility is allowed and for which no payment will be given. Non-Export also applies to specific sources not allowed to export, such as batteries. Export of non-renewable sourced energy is not allowed. Non-Export restrictions are subject to the “Inadvertent Export” definition.

“Operating Mode” - a combination of the functionality in the physical Configuration and the functionality in the software programming some of which is not shown in the Configuration diagram. Operating Mode is the combined function designed to achieve an Operating Objective that may vary with a change of settings. Operating Modes are established as a function, not by a diagram designation. Operating Modes include, but are not limited to, battery non-export, maximize self-consumption, maximize export, perform time shifting, and perform peak shaving. A change of Operating Mode may constitute a change of Operating Objective.

“Operating Objective” - the functional purpose of the DER operation achieved by the combination of the approved Configuration and Operating Mode. Any alterations to an Operating Mode may result in unacceptable changes to the Operating Objective as originally approved. Such changes may render the facility ineligible for use without additional mitigations.

“Parallel Operation of Energy Storage” - a source operated in parallel with the grid when it can supply energy to the customer simultaneously with the Company supply of energy.

“Self-Generation” - a customer supplying all or part of their entire load from onsite generation with no intent of exporting that self-generated power or receiving payment for export.

### **Energy Storage Requirements and Additional Information**

1. The energy storage design follows Guidance Document and Configuration and follows all provisions of associated requirements. **{Enter Energy Storage Guidance Document and Configuration}**
2. Per the Guidance Documents, interconnection study, and interconnection tariff, the Operating Modes allowed for the energy storage shall be limited to applicable Operating Modes allowed under the Energy Storage Guidance and Tariff.
3. Any change in Configuration or Operating Mode from the Configuration or Operating Mode specified in the application that impacts the ability of the energy storage system to adhere to the applicable and approved Configuration and Guidance Document requirements may be considered a material change and may require partial or full review of the facility, which may require additional system mitigations.
4. Excluded modes are any Operating Modes not included and approved as part of the interconnection review. Configurations and Operating Modes Excluded: **{Enter Excluded Configurations and Operating Modes}**
5. Inverter software programming or other programming required to meet the energy storage guidance requirements shall be inaccessible and/or password protected with access restricted to manufacturer/developer/installer. This may include locks or other physical

security or other means of securing the settings; or as mutually agreed upon on a case-by-case basis and identified in this Energy Storage System section of Exhibit D: \_\_\_\_\_

6. Any energy storage system that cannot be secured in a single Operating Mode must be reviewed for compliance with the guidelines for all Configurations or Operating Modes that are user selectable. The application must have all unapproved Operating Modes documented under Excluded Modes in paragraph 4 above and the applicable Guidance Document. Any use of excluded or unapproved Configurations or Operating Modes may be grounds for disconnection and termination of the Agreement subject to cure provision in IA Section VIII.H to which this Exhibit is attached.
7. Customer accepts that for energy storage systems interconnected per Guidance Document No. 3, Configurations will result in some loss of Production Meter recorded RECs and corresponding payments for installations eligible for REC payments. This is due to battery energy storage systems' consuming some power for maintaining a charge along with the discharge-charge cycle resulting in turn-around losses.
8. For energy storage systems interconnected per Guidance Document No. 3, Configuration 3A, with a protected load panel, a meter socket shall be installed between the hybrid inverter and protected load panel for the installation of a uni-directional Load meter by utility.
9. Telemetry requirements are determined based on the Interconnected DER Capacity with requirement thresholds outlined in the Technical Requirements. Telemetry required: Y\_N\_
10. Xcel Energy reserves the right to conduct a facility inspection to verify compliance at a later date if problems arise or indications of possible non-compliance are present.
11. Specific to Customer's Installation {blank unless storage only requirements apply}

**Applicable for Systems that Require Ground Referencing Transformer Provisions:**

The ground referencing transformer shall be operated and maintained such that:

- The grounding referencing transformer must be in service whenever the inverters or other sources are on-line and capable of producing power while connected to the utility.
- At any time the grounding transformer is unavailable, the inverters or other sources must not be allowed to start or restart a connection to the utility.
- Specific to Customer's Installation: \_\_\_\_\_

**Applicable to Systems Over 100 kW AC when Disconnection Due to System Constraints or Safety may be Required:**

Disconnection or Curtailment Requirements of the generating system when required pursuant to Section VIII.F) of the Generating System Interconnection Agreement (IA) to which this Exhibit is attached:

Public Service may disconnect the Generation System as reasonably necessary in the event of imminent danger to the public or Public Service personnel, and routine maintenance, repairs, and modifications to the Public Service system. See IA VIII.F) for notification by Public Service provisions.

The Interconnection Customer shall ensure that at all times Public Service has access to a manually operated three-phase lockable disconnect switch pursuant to Section VIII.B) of the IA.

Interconnection Customer agrees and consents to Public Service's remote tripping or manual disconnection, as reasonably necessary under good utility practice, of the utility owned disconnecting device or other agreed to facility device for the Generation System including, but not limited to, in the following circumstances, when system conditions exceed parameters defined in any IEEE, NESC, ANSI standards, prudent safety practices, system capacity limits, or utility system contractual limits:

- Electric Distribution or Transmission System emergency
- Public emergency
- Abnormal system operation
- Planned switching
- Transmission system constraints

The above may have situations where a partial reduction in Facility output may adequately alleviate the problem. If partial curtailment is an option for one or more of the above conditions, the applicant will need to demonstrate how this can be accomplished. Interconnection Customer's failure to promptly respond to and execute on Public Service's request to curtail the output of the Generation System, it will be disconnected either manually or remotely by Public Service Company. If Public Service remotely trips the disconnecting device for the Generation System, Public Service will close the device remotely, if so equipped, after attempting to notify the Large Interconnection Customer's Control Center Contact. Public Service will close their device remotely once the reason for the remote tripping has passed and it is safe and consistent with good utility practice to do so. If the disconnection was done manually, Public Service will close the device in a timely manner.

The Generation System is subject to curtailment or disconnection for the following defined limitation **in addition to the above conditions: (N/A if none)**

Describe: \_\_\_\_\_

Remotely operated separation device, if other than utility owned, agreed to by the Large Interconnection Customer: **(N/A if none)**

Describe: \_\_\_\_\_

**Control Center Contacts:**

Each Party shall contact each other's Control Center Contact for all operational issues related to the Generation System, pursuant to IA Section XII.B). In order to permit Public Service and the Large Interconnection Customer to take immediate action, the Large Interconnection Customer and Public Service shall at all times provide to each other the contact information of each other's Control Center Contact, which shall be available twenty-four (24) hours a day, seven (7) days a week and be able to take action with respect to the operation of the Generation System and the Distribution System, respectively. Each Party shall keep the other informed of their Control Center contact information. Notice of changes to Control Center contact information shall be provided when such changes occur.

**Developer:**

By: \_\_\_\_\_[[SertifiSStamp\_1\_2]]\_\_\_\_\_

Name: {!Developer\_Contact\_First\_\_c} {!Developer\_Contact\_Last\_\_c} (Authorized agent for {!Developer\_Name\_\_c})

Title: \_\_\_\_\_[[SertifiTitle\_1\_2]]\_\_\_\_\_

Date: \_\_\_\_\_[[SertifiDate\_1\_2]]\_\_\_\_\_

Application: {!Integration\_Opportunity\_ID\_\_c}

## Small Generator Interconnection Agreement

This SMALL GENERATOR INTERCONNECTION AGREEMENT (“Agreement”) is entered into by and between Public Service Company of Colorado, d/b/a Xcel Energy, a Colorado corporation, having a mailing address of P.O. Box 840, Denver, Colorado, 80201, hereinafter referred to as “Public Service,” and {!Developer\_Name\_\_c} (“Developer”), having a mailing address of {!Developer\_Address\_\_c}, {!Developer\_City\_\_c}, {!Developer\_State\_\_c} {!Developer\_Zip\_\_c}, and {!Customer\_Name\_\_c} (“Customer”), whose address is {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}, each of which may be referred to herein as a “Party” or collectively as the “Parties.”

WHEREAS, Customer receives retail electric service from Public Service in Colorado at {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c} (“Premises”) and is the record beneficial electric service customer owning, leasing, residing at or otherwise conducting business on the Premises; and

WHEREAS, Developer owns, operates or otherwise controls the Generation System located on the Premises for the benefit of Customer.

In consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Parties agree as follows:

### I. SCOPE AND PURPOSE

- A) Establishment of Point of Common Coupling. This Agreement is intended to provide for the Developer to interconnect and operate a Generation System in parallel with the Public Service electric distribution system at {!Premise\_Address\_\_c}, {!Premise\_City\_\_c}, {!Premise\_State\_\_c} {!Premise\_Zip\_\_c}, as more specifically identified in Exhibit C and shown in the Exhibit A one-line diagram.
- B) This Agreement contains the terms and conditions under which the Developer may interconnect and operate in parallel the Generation System with the Public Service electric distribution system and the facilities and operation requirements of the Developer for such interconnection.
- C) This Agreement does not authorize either Developer or Customer to export power or constitute an agreement to purchase or wheel the Developer’s power. Such purchasing or wheeling services that the Developer or Customer may require from Public Service, or others, are provided under separate agreements or the Public Service’s retail or wholesale Electric Tariffs, and are subject to the rules of and/or approval from the applicable regulatory authority.
- D) This Agreement does not cover FERC jurisdictional generating system installations.
- E) The Technical Requirements for interconnection are set forth in a separate Technical Requirements document, entitled “Safety, Interference and Interconnection Guidelines for

Cogenerators, Small Power Producers, and Customer-Owned Generation,” dated February 1, 2017, a copy of which has been made available to the Developer and Customer and the receipt of which Developer and Customer hereby acknowledges. The Technical Requirements, as may be modified from time to time, are hereby incorporated and made part of this Agreement by this reference.

## II. DEFINITIONS

- A) “Agreement” – Small Generator Interconnection Agreement.
- B) “Area EPS” - an electric power system (EPS) that serves Local EPSs. Note: Typically, an Area EPS has primary access to public rights-of-way, priority crossing of property boundaries, etc.
- C) “Commission” - the Public Utilities Commission of the State of Colorado.
- D) “Dedicated Facilities” - the equipment that is installed by or on behalf of Public Service due to the interconnection of the Generation System and not required to serve other Public Service customers, as more specifically described on Exhibit B attached hereto and made a part hereof.
- E) “Developer”- the party or parties that will own/operate the Generation System and that shall be responsible for meeting the requirements of this Agreement, except for the obligations of Customer expressly set forth herein.
- F) “Electric Tariffs” - Public Service’s electric tariffs as in effect and on file with the Commission from time to time.
- G) “EPS” (Electric Power System) - facilities that deliver electric power to a load. Note: This may include generation units.
- H) “Generation” - any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, etc.; or any other electric producing device, including energy storage technologies.
- I) “Generation Interconnection Coordinator” - the person or persons designated by Public Service to provide a single point of coordination with the Developer for the generation interconnection process.
- J) “Generation System” - the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters, and associated wiring and cables, located on the Premises up to the Point of Common Coupling.
- K) “Governmental Entity” – any federal, state or local government, board, department, agency, special district, instrumentality, or other similar entity entitled to rely on the rights, immunities or protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., as the same may be amended from time to time.
- L) “Local EPS” - an electric power system (EPS) contained entirely within a single premise or group of premises.

- M) "Nameplate Capacity" - the total AC nameplate capacity rating of all the Generation included in the Generation System. For this definition, the "standby" and/or maximum rated kW capacity on the nameplate shall be used.
- N) "Point of Common Coupling" - the point where the Local EPS is connected to Public Service, as shown on Exhibit A hereto.
- O) "Point of Delivery" - the point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered.
- P) "Public Service Operator" - the distribution dispatch personnel or group that operates the Public Service Area EPS.
- Q) "Technical Requirements" - standards and requirements set forth in the document entitled "Safety, Interference and Interconnection Guidelines for Cogenerators, Small Power Producers, and Customer-Owned Generation" (February 1, 2017), as may be modified from time to time.

### **III. DESCRIPTION OF INTERCONNECTION CUSTOMER'S GENERATION SYSTEM**

- A) A description of the Generation System, including a single-line diagram showing the general arrangement of how the Developer's Generation System is interconnected with Public Service's electric distribution system, is attached to and made part of this Agreement as Exhibit A. The single-line diagram shall show the following:
  - 1) Point of Delivery
  - 2) Point of Common Coupling
  - 3) Location of Meter(s)
  - 4) Ownership of the equipment
  - 5) Generation System total Nameplate Capacity
  - 6) Scheduled operational (on-line) date for the Generation System

### **IV. RESPONSIBILITIES OF THE PARTIES**

- A) Public Service and Developer shall perform all of their respective obligations under this Agreement in accordance with all applicable laws and regulations, operating requirements, and good utility practices.
- B) Developer shall construct, operate, and maintain the Generation System in accordance with the applicable manufacturer's recommended maintenance schedule, the Technical Requirements, and in accordance with this Agreement.

- C) If this Agreement is executed before Public Service has conducted its inspection and testing of the Generation System in accordance with the Technical Requirements, and such inspection and testing indicates that certain Dedicated Facilities (Exhibit B) or additional Operating Requirements (Exhibit D) are required, then the Parties shall promptly amend this Agreement to modify Exhibit B or Exhibit D accordingly.
- D) Public Service shall carry out the construction of the Dedicated Facilities in a good and workmanlike manner, in accordance with standard design and engineering practices.
- E) Customer acknowledges Developer's responsibilities with respect to the construction, operation, and maintenance of the Generation System hereunder and consents to such activities on the Premises by Developer and Public Service as required or contemplated by this Agreement.

## **V. CONSTRUCTION**

- A) Public Service, Developer and (to the extent of any obligation of Customer as between Customer and Developer to construct the Generation System or any related facilities or systems) Customer agree to cause their facilities or systems to be constructed in accordance with the laws of the State of Colorado and to meet or exceed applicable codes and standards provided by the NESC (National Electrical Safety Code), ANSI (American National Standards Institute), IEEE (Institute of Electrical and Electronic Engineers), NEC (National Electrical Code), UL (Underwriter's Laboratory), Technical Requirements, applicable local building codes, and other applicable ordinances in effect at the time of the installation of the Generation System.

- B) Charges and Payments

The Developer is responsible for the actual costs to interconnect the Generation System with the Public Service electric distribution system at the Point of Common Coupling, including, but not limited to any Dedicated Facilities attributable to the addition of the Generation System, Public Service labor for installation coordination, commissioning, installation testing and engineering review of the Generation System, and interconnection design that are consistent with the applicable rules of the Commission. Estimates of these costs to be incurred by Public Service are set forth in Exhibit B. The estimated costs set forth in Exhibit B have been developed for budgeting purposes and may be greater or less than the actual costs required to be reimbursed by the Developer hereunder. Public Service shall make commercially reasonable efforts to ensure that all costs of work to be performed by Public Service for which the Developer is responsible shall be reasonable under the circumstances of the particular design and construction of the interconnection.

- 1) Dedicated Facilities

- a) During the term of this Agreement, Public Service shall design, construct, and install the Dedicated Facilities outlined in Exhibit B.
    - b) Once installed, the Dedicated Facilities shall be owned and operated by Public Service and all costs associated with operating and maintaining the Dedicated Facilities shall be the responsibility of Public Service, unless otherwise agreed.



- c) Upon execution of this Agreement, Public Service shall be authorized to begin construction and to procure the necessary facilities and equipment to complete the installation of the Dedicated Facilities, as described in Exhibit B. Notwithstanding any other provision of this Agreement to the contrary, if for any reason, the Generation System project is canceled or modified, or this Agreement is terminated by the Developer or by reason of the Developer's failure to diligently pursue the interconnection, such that any or all of the Dedicated Facilities are not required, the Developer shall nevertheless reimburse Public Service for actual costs incurred by Public Service in pursuing the installation of the Dedicated Facilities, including, but not limited to, any additional costs to remove and/or to complete the installation of the Dedicated Facilities. The Developer and Customer may jointly, for any reason, cancel the Generation System project, so that any or all of the Dedicated Facilities are not required to be installed, by providing joint written notice to Public Service of cancellation. Upon receipt of a cancellation notice, Public Service shall take reasonable steps to minimize additional costs to the Developer, where reasonably possible. This provision shall survive the termination of this Agreement.
- 2) Payments. The Developer shall pay Public Service for the cost of the Dedicated Facilities as follows.
    - a) All of the estimated costs, as set forth in Exhibit B, shall be due prior to initial energization of the Generation System with Public Service.
    - b) The remainder of actual costs, incurred by Public Service, excluding the ongoing costs of telemetry, shall be due within thirty (30) days from the date the bill is mailed by Public Service after project completion. If the Developer does not make payment in full within that time, the unpaid balance shall bear interest at the rate of one and one half percent (1.5%) per month. In the event the actual costs are less than the estimated costs paid by Developer, Public Service shall refund the difference to the Developer within sixty (60) days of project completion.

## **VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT**

- A) This Agreement includes the following Exhibits, which are specifically incorporated herein and made part of this Agreement by this reference:
  - 1) Exhibit A – Description of Generation System and single-line diagram. This diagram shows all major equipment, including, visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment, and the location of metering.
  - 2) Exhibit B – Estimated engineering, installation, equipment removal, commissioning and testing costs payable by the Developer. Included in this listing shall be the description and estimated costs for the required Dedicated Facilities being installed by Public Service for the interconnection of the Generation System and a description and estimate for the final acceptance testing work to be done by Public Service.

- 3) Exhibit C – Engineering Data Submittal. A standard form application, and related charts, drawings and inventory lists that provide the engineering and operating information about the Generation System relied on by Public Service in establishing the interconnection.
- 4) Exhibit D – Operating Requirements. To be included when needed. The Operating Agreement details special or additional operating information, limitations or requirements that are a condition of interconnection and/or continued ongoing operation.

## **VII. TERMS AND TERMINATION**

- A) This Agreement shall become effective as of the date when the Developer, Customer and Public Service have executed this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
  - 1) All Parties agree in writing to terminate the Agreement; or
  - 2) The Developer and Customer may terminate this Agreement at any time, immediately upon joint written notice to Public Service, prior to witnessing the completion of the final acceptance testing of the Generation System by Public Service. Upon such termination, the Developer shall continue to be responsible for costs incurred by Public Service as provided for in Section V.B. above. Upon receipt of a termination notice, Public Service shall take reasonable steps to minimize additional costs to the Developer, where reasonably possible.
  - 3) Once the Generation System is operational, the Developer and Customer may terminate this Agreement upon thirty (30) days' joint written notice to Public Service; or
  - 4) Public Service may terminate this Agreement:
    - a) Upon thirty (30) days written notice to the Developer and Customer if:
      - i. The Developer fails to interconnect and operate the Generation System in accordance with the terms of this Agreement;
      - ii. The Developer employs excluded and/or unapproved Configurations or Operating Modes as set forth in Exhibit D;
      - iii. The Developer fails to take all corrective actions specified in Public Service's written notice that the Generation System is out of compliance with the terms of Public Service's tariffs or this Agreement, within the time frame set forth in such notice;
      - iv. At any point during the term the PV System is not located at the Service Address, or the Service Address is no longer within Public Service's service territory;
      - v. The Developer fails to complete Public Service's final acceptance testing of the Generation System within 24 months of the date proposed under section III.A.6.;
    - b) Pursuant to Article VIII H).

- 5) This Agreement shall automatically terminate upon the removal of the Generation System or the permanent cessation of generation operations of the Generation System behind the Point of Common Coupling.
- B) Upon termination of this Agreement, Public Service may, or may require Developer to, disconnect the Generation System from Public Service's electric distribution system. The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing, at the time of the termination.

## VIII. OPERATIONAL ISSUES

Each Party will, at its own cost and expense, operate, maintain, repair, and inspect, and shall be fully responsible for, the facilities that it now or hereafter may own, unless otherwise specified.

- A) Technical Standards: The Generation System shall be installed and operated by the Developer consistent with the requirements of this Agreement; the Technical Requirements; the applicable requirements located in the National Electrical Code (NEC); the applicable standards published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE); applicable local building codes, and other applicable ordinances in effect during the installation and operation of the Generation System and related facilities.
- B) Right of Access: Developer and Customer shall ensure that at all times, Public Service's personnel shall have access to the disconnect switch of the Generation System for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate Public Service's system safely, and to provide service to its customers. As necessary for Public Service to operate, maintain, inspect, test, repair or replace its facilities for the purposes of this Agreement, the Developer and Customer shall allow Public Service access to Public Service's equipment and facilities located on the premises. Public Service shall make commercially reasonable efforts to comply with any safety or security requirements of Customer with respect to the Premises provided to Public Service in advance in writing to the extent that such requirements do not interfere with the foregoing purposes.
- C) Electric Service: This Agreement does not govern the provision of electric service by Public Service to supply the electrical requirements of the Local EPS. Any such electric service to be supplied to the Customer's Local EPS by Public Service shall be exclusively in accordance with the Electric Tariffs and rate schedules applicable to the Customer's class of service there under, as in effect from time to time.
- D) Operation and Maintenance: The Generation System shall be operated by the Developer in accordance with the Technical Standards, Exhibit D when applicable, and any additional requirements that may be agreed to in writing from time to time.
- E) Cooperation and Coordination: Both Public Service and the Developer shall communicate and coordinate their operations, so that the normal operation of Public Service's system does not unduly effect or interfere with the normal operation of the Generation System and the Generation System does not unduly effect or interfere with the normal operation of Public Service's system. Under abnormal operations of either the Generation System or the Public Service system, the responsible Party shall provide reasonably timely communication to the

other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.

- F) Disconnection of Unit: Public Service may disconnect the Generation System as reasonably necessary in the event of termination of this Agreement, non-compliance by the Developer with the terms of this Agreement, system emergency, imminent danger to the public or Public Service personnel, and routine maintenance, repairs, and modifications to the Public Service system. When reasonably possible, Public Service shall provide prior notice to both the Developer and the Customer explaining the reason for the disconnection. If prior notice is not reasonably possible, Public Service shall, after the fact, provide information to the Developer and Customer as to why the disconnection was required. Public Service shall have no liability for any loss of sales or other damages, including any consequential damages for the loss of business opportunity, profits, or other losses, regardless of whether such damages were foreseeable, for the disconnection of the Generation System in accordance with this Agreement. Public Service shall use reasonable efforts to reconnect the Generation System in a timely manner and mitigate damages and losses to both the Developer and the Customer where reasonably possible.
- G) Modifications to the Generation System: The Developer shall notify the Public Service Operator, in writing, of plans for any modifications to the Generation System interconnection equipment, including all information needed by Public Service, as part of the review described in this paragraph, at least twenty (20) business days prior to undertaking such modification(s). Modifications to any of the interconnection equipment, including all interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VT's & CT's, and Generation System capacity, shall be included in the notification to Public Service. The Developer agrees not to commence installation of any modifications to the Generating System until Public Service has approved the modification, in writing, which approval shall not be unreasonably withheld. Public Service shall have a minimum of five (5) business days to review and respond to the planned modification. Public Service shall not take longer than a maximum of ten (10) business days to review and respond to the modification after the receipt of the information required to review the modifications. A major upgrade or expansion of the Generation System does not qualify for this provision. Such changes shall be reviewed through a formal interconnection application.
- H) *Any modification to the generation system that causes the system to operate contrary to the provisions of Public Service's tariffs and/or this Agreement shall be considered a material breach of this Agreement. For purposes of this Section modifications include but are not limited to: operating at a power factor other than specified; introduction in any manner of non-eligible energy resources to a net metered installation; connecting additional generation without notification to Public Service; or, other operating modes disallowed under the tariffs pursuant to which operation has been authorized. In such event, Public Service shall notify the Developer of the system's non-compliance with Public Service's tariffs or this Agreement and the Developer shall have twenty (20) days from the date of such notice to either remedy the non-compliant operation or cease operation. If the Developer fails to either remedy the non-compliant operation or cease operation within twenty (20) days of the date of the notice, Public Service may terminate this Agreement after ten (10) days written notice to the Developer.*
- I) Permits and Approvals: The Developer shall obtain all applicable environmental and other applicable permits from governmental authorities as required by law prior to the construction of

the Generation System. The Developer shall maintain all such applicable permits, as necessary, and comply with these permits during the term of this Agreement.

## **IX. LIMITATION OF LIABILITY**

- A) Each of Developer and Customer shall at all times indemnify, defend, and save Public Service harmless, and Public Service shall at all times indemnify, defend, and save each of Developer and Customer harmless, from any and all damages, losses, claims, including claims and actions relating to injury or death of any person or damage to property, costs and expenses, reasonable attorneys' fees and court costs, arising out of or resulting from such Party's performance of its obligations under this agreement, except to the extent that such damages, losses or claims were caused by the negligence or intentional acts of any other Party. Notwithstanding the foregoing, if (and only if) Customer is a Governmental Entity, then as between Public Service and Customer (but not as between Public Service and Developer), the foregoing provisions of this Section IX.A. shall be substituted in their entirety with the following. Each of Customer and Public Service will be responsible for any and all claims, damages, liability and court awards, including costs, expenses and attorney fees, incurred as a result of its actions or omissions or any action or omission of its officers, employees, and agents in connection with the subject matter of this Agreement or any amendment hereto. Nothing in this Section or any other provision of this Agreement or any addendum or amendment hereto shall be construed as a waiver of the notice requirements, defenses, immunities and limitations the Customer may have under the Colorado Governmental Immunity Act (§24-10-101, C.R.S., et seq.) or to any other defenses, immunities, or limitations of liability available to the Customer by law.
- B) Any liability of either Party to the other for failure to perform its obligations under this Agreement shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
- C) Notwithstanding any other provision in this Agreement, with respect to Public Service's provision of electric service to any customer including the Customer, Public Service's liability to such customer shall be limited as set forth in Public Service's tariffs and terms and conditions for electric service, and shall not be modified or in any manner affected by the terms of this Agreement.

## **X. DISPUTE RESOLUTION**

- A) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably, and in a good faith manner.
- B) In the event a dispute arises under this Agreement, and if the Parties cannot resolve it within five (5) days after written notice of the dispute to each other Party, the applicable Parties may mutually agree to submit the dispute to mediation by a mutually acceptable mediator or dispute resolution service, in a mutually convenient location in the State of Colorado. Each Party will be responsible for one-half (or one-third, if the dispute involves all three Parties) of the cost paid to neutral third-parties.

- C) The Parties agree to participate in good faith in the mediation or resolution process. If the applicable Parties are not successful in resolving their dispute through mediation or the dispute resolution process, then the Parties may refer the dispute for resolution to the Commission, which shall maintain continuing jurisdiction over this Agreement.

## **XI. INSURANCE**

- A) At a minimum, in connection with the Developer's performance of its duties and obligations under this Agreement, the Developer shall maintain, during the term of the Agreement, general liability insurance, written by an insurer with an A.M. Best rating of at least A-VII or a Standard & Poor's rating of at least A, with a combined single limit of not less than
  - 1) Two million dollars (\$2,000,000) or greater, as mutually agreed to by Public Service and the Developer, for each occurrence if the Gross AC Nameplate Rating of the Generation System is greater than 2 MW.
  - 2) Two million dollars (\$2,000,000) for each occurrence if the Gross AC Nameplate Rating of the Generation System is greater than 500 kW up to and including 2 MW.
  - 3) One million dollars (\$1,000,000) for each occurrence if the Gross AC Nameplate Rating of the Generation System is greater than 10 kW up to and including 500 kW.
  - 4) Three hundred thousand dollars (\$300,000) for each occurrence if the Gross AC Nameplate Rating of the Generation System is 10 kW or less.
  - 5) Such general liability insurance shall include coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Developer's ownership and/or operating of the Generation System under this Agreement.
- B) For a Generation System over 500 kW, the general liability insurance required by Section XI.A shall, by endorsement to the policy or policies: (a) include Public Service as an additional insured; and (b) provide that Public Service shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance.
- C) All general liability insurance required by Section XI.A shall, by endorsement to the policy or policies, provide for thirty (30) calendar days' written notice to Public Service prior to cancellation, termination, alteration, or material change of such insurance.
- D) Evidence of the insurance required in Section XI.A shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Public Service.
- E) If the Developer (or Developer's parent entity) is self-insured with an established record of self-insurance, including acceptable creditworthiness, the Developer may comply with the following in lieu of Section XI.A – D:

- 1) Developer shall provide to Public Service, at least thirty (30) days prior to the date of initial operation, evidence of an acceptable plan to self-insure to a level of coverage equivalent to that required under section XI.A.
  - 2) If Developer ceases to self-insure to the level required hereunder, or if the Developer is unable to provide continuing evidence of its ability to self-insure, the Developer agrees to immediately obtain the coverage required under Section XI.A.
- F) The Developer shall provide Public Service a certificate of insurance evidencing the requisite coverage and provisions prior to the interconnection of the Generation System. After interconnection, Public Service may periodically request proof of current insurance coverage in order to verify compliance with the requirements of this Section XI. Upon receipt of any such request, the Developer shall provide a certificate of insurance evidencing the requisite coverage and provisions. Failure of the Developer to provide timely evidence of proper insurance may result in disconnection of the Generation System pursuant to Section VIII.F.
- G) Failure of the Developer or Public Service to enforce the minimum levels of insurance does not relieve the Developer from maintaining such levels of insurance or relieve the Developer of any liability.
- H) All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to Public Service Company. Applications that are submitted via an on-line submittal process such as Solar\*Rewards® shall provide the insurance submittal as part of the on-line submittal. All other applications shall submit the insurance documentation to:

*Public Service, Manager Area Engineering, 1123 W. 3<sup>rd</sup> Avenue, Denver, CO 80223*

## **XII. MISCELLANEOUS**

### **A) FORCE MAJEURE**

- 1) An event of Force Majeure means any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. An event of Force Majeure does not include an act of negligence or intentional wrongdoing.
- 2) Neither Party will be considered in default of any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder.

### **B) NOTICES**

- 1) Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:

- a) If to Public Service:

Public Service, Manager Area Engineering, 1123 W. 3<sup>rd</sup> Avenue, Denver, CO  
80223

- b) If to Developer:

{!Developer\_Address\_\_c}, {!Developer\_City\_\_c},  
{!Developer\_State\_\_c} {!Developer\_Zip\_\_c}

- 2) A Party may change its address for notices at any time by providing the other Parties written notice of the change, in accordance with this Section.
- 3) The Parties may also designate operating representatives to conduct the daily communications that may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's notice to the other Party.

**C) ASSIGNMENT**

All of the terms, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and be enforceable by, the Parties hereto and their respective successors, but neither this Agreement nor the rights and obligations of the Developer or Customer may be assigned except as provided for in this Section XII.C. In the event the Developer sells, conveys or otherwise transfers ownership or operational control of the Generation System to another entity ("New Owner"), this Agreement may be transferred to such New Owner upon receipt by Public Service of a written document, in a form satisfactory to Public Service, indicating the New Owner's agreement to comply with all of the terms of this Agreement. The Developer shall not otherwise assign its rights nor delegate its duties under this Agreement without Public Service's written consent, which shall not be unreasonably withheld. Any assignment or delegation the Developer makes without Public Service's written consent shall not be valid.

**D) NON-WAIVER**

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

**E) GOVERNING LAW AND INCLUSION OF PUBLIC SERVICE'S TARIFFS AND RULES**

- 1) This Agreement shall be interpreted, governed, and construed under the laws of the State of Colorado as if executed and to be performed wholly within the State of Colorado without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 2) The provisions of this Agreement shall at all times be subject to the applicable terms and conditions set forth in the Electric Tariffs pertaining to the electric service provided by Public Service, which are hereby incorporated into this Agreement by this reference.



- 3) Notwithstanding any other provisions of this Agreement, Public Service shall have the right to unilaterally file with the Commission, pursuant to the Commission's rules and regulations, an application for change in rates, charges, classification, service, tariff, or rule or any agreement relating thereto.

**F) AMENDMENT AND MODIFICATION**

This Agreement will not be amended, modified or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto.

**G) ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties with regard to the interconnection of the Generation System of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement, and (i) to the extent such other agreements conflict with the rights of Public Service hereunder or the respective obligations of Developer or Customer to Public Service hereunder, this Agreement shall take precedence and shall not be deemed to be modified or any provision waived thereby, and (ii) subject to the foregoing, nothing in this Agreement shall be deemed to modify the respective rights and obligations as between Developer and Customer, or their affiliates, as provided in any such agreements. Each Party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement, or other statement not set forth in this Agreement or in the incorporated attachments, exhibits, and appendices.

This Agreement may be executed in two or more counterparts, each of which is deemed original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a signature will be deemed original and binding.

**H) CONFIDENTIAL INFORMATION**

- (1) Confidential information shall mean any confidential and/or proprietary information provided by Developer or Customer to Public Service, on the one hand, or by Public Service to Developer or Customer, on the other hand, that is clearly marked or otherwise designated "Confidential." All design, operating specifications, and metering data provided by the Developer shall be deemed confidential information regardless of whether it is clearly marked or otherwise designated as such.
- (2) Confidential Information does not include information previously in the public domain, required to be publicly submitted or divulged by Governmental Authorities (after notice to the other Party and after exhausting any opportunity to oppose such publication or release), or necessary to be divulged in an action to enforce an agreement between the Parties. Each Party receiving Confidential Information shall hold such information in confidence and shall not disclose it to any third party nor to the public without the prior written authorization from the Party providing that information, except to fulfill obligations under agreements between the Parties, or to fulfill legal or regulatory requirements.

- A. Each Party shall employ at least the same standard of care to protect Confidential Information obtained from the other Party as it employs to protect its own Confidential Information.
  - B. Each Party is entitled to equitable relief, by injunction or otherwise, to enforce its rights under this provision to prevent the release of Confidential Information without bond or proof of damages, and may seek other remedies available at law or in equity for breach of this provision.
- (3) Notwithstanding anything in this article to the contrary, if the Commission or its staff, during the course of an investigation or otherwise, or any party to a proceeding before the Commission (an "Intervenor"), requests information from one of the Parties that is otherwise required to be maintained in confidence, the Party shall provide the requested information to the Commission, its staff, or such Intervenor, within the time provided for in the request for information. In providing the information to the Commission, its staff, or such Intervenor, the Party may request that the information be treated as confidential and non-public by the Commission and that the information be withheld from public disclosure. Public Service shall have no obligation to notify Customer prior to the release of Confidential Information to the Commission, its staff, or such Intervenor. The Party shall notify the other Party when it is notified by the Commission or its staff that a request to release Confidential Information has been received by the Commission, at which time either of the Parties may respond before such information would be made public.

I) **NO WARRANTIES**

By undertaking the performance of any of its responsibilities under the terms of this Agreement, including, without limitation, any inspection, acceptance or non-rejection, Public Service does not give and hereby disclaims any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances, or devices owned, installed, or maintained by the Developer or leased by the Developer from third parties, including without limitation the Generation System and any structures, equipment, wires, appliances, or devices appurtenant thereto.

J) **NO PARTNERSHIP**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

K) **APPROPRIATIONS**

This Section XII.K. applies only if Customer is a Governmental Entity. The Parties acknowledge that the Customer is subject to Article X, § 20 of the Colorado Constitution. If the Customer fails

to appropriate funds for any given fiscal year sufficient to perform its obligations under this Agreement, (a) the Customer will be in material breach of this Agreement and (b) either Customer or Public Service may terminate this Agreement upon ten (10) days prior written notice to all other Parties. No finding that this Agreement violates Article X, § 20(4)(b) of the Colorado Constitution will void, make voidable, or nullify this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused three originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

**Customer:**

By: \_\_\_\_\_[[SertifiSStamp\_1]]\_\_\_\_\_

Name: {!Customer\_Name\_\_c}

Title: \_\_\_\_\_[[SertifiTitle\_1]]\_\_\_\_\_

Date: \_\_\_\_\_[[SertifiDate\_1]]\_\_\_\_\_

**Developer:**

By: \_\_\_\_\_[[SertifiSStamp\_1\_2]]\_\_\_\_\_

Name: {!Developer\_Contact\_First\_\_c} {!Developer\_Contact\_Last\_\_c} (Authorized agent for {!Developer\_Name\_\_c})

Title: \_\_\_\_\_[[SertifiTitle\_1\_2]]\_\_\_\_\_

Date: \_\_\_\_\_[[SertifiDate\_1\_2]]\_\_\_\_\_

**Public Service Company of Colorado**

By: \_\_\_\_\_[[SertifiSStamp\_2]]\_\_\_\_\_

Name: Lee Gabler

Title: Director, Customer Strategy and Solutions

Date: \_\_\_\_\_[[SertifiDate\_2]]\_\_\_\_\_

**EXHIBIT A**

**GENERATION SYSTEM DESCRIPTION  
AND SINGLE-LINE DIAGRAM**

(1) One Line Diagram

\*\* Submitted with Solar\*Rewards® application

For all other applications, attach the submitted one-line diagram to this Exhibit.

**EXHIBIT B**

SUMMARY OF PUBLIC SERVICE COSTS AND DESCRIPTION OF DEDICATED FACILITIES BEING INSTALLED BY  
PUBLIC SERVICE, FOR THE INTERCONNECTION OF THE GENERATION SYSTEM

### EXHIBIT C

#### ENGINEERING DATA SUBMITTAL, FOR THE INTERCONNECTION OF THE CUSTOMER'S GENERATION SYSTEM

(1) Small Generator Interconnection Application

\*\* Submitted with Solar\*Rewards® application (only applicable for systems over 10 kW)

For all other applications, the completed application form shall be attached to this Exhibit.

**EXHIBIT D****OPERATING REQUIREMENTS**

*[Drafting note: This Exhibit D is for Solar\*Rewards. Replace for S\*R Community.]*

**The Generation Facility shall operate at a specified fixed Power Factor:**

The specified Power Factor as a condition of interconnection: 98%; Absorbing VARs

This Power Factor is specified at the: Point of Common Coupling

The power factor may be changed from time to time by mutual agreement. A temporary power factor may be specified by Public Service Company of Colorado d/b/a Xcel Energy as a condition of operation in lieu of disconnecting when the distribution system is in a contingency configuration.

The system owner is responsible to operate and maintain all equipment per manufacturer specifications and guidelines.

**Start-Up, Shut-Down, and Ramp Rates (Applicable for systems above 100kW with more than 1 inverter):**

- In order to mitigate voltage variations, where the Generation System consists of more than one unit (e.g., inverters in a solar PV context), with aggregate rating of 100kW AC or above; Interconnection Customer shall stagger the planned start-up and shutdown of the units in 50%+/- increments if only two inverters, 33% +/- increments if three inverters and 25% +/- increments if four or more inverters, with a minimum delay of 30 seconds between the starting and controlled stopping of each unit,. A controlled planned shutdown may be a condition of interconnection. The sequence of operation, including estimated timeframes for actions, must be submitted to and approved by Xcel Energy in advance.
- In order to mitigate voltage variations and surges, Xcel Energy reserves the right, based upon the Engineering Study, to have Customer modify Start-up, Shut Down, and Ramp Rate requirements, within the equipment's capability. Customer shall comply with the request for modification in a timely fashion in accordance with good utility practices.
- Specific to Customer's Installation: **N/A**

**Applicable If Energy Storage Systems Are Involved:**

Three Energy Storage Guidance Documents ("Guidance Documents") address battery configurations and requirements related to the terms of Colorado Public Utilities Commission Proceeding No. 16AL-0048E. Energy storage interconnections are allowed as addressed in these Guidance Documents. The interconnection principles illustrated also apply to large interconnections, as permitted in the filed tariffs. In the event of a conflict between this Operating Agreement and Guidance Documents, the Guidance Documents shall rule. Energy

storage system interconnections not included in this PUC Proceeding must be documented and be in accordance with the Engineering Study and applicable tariffs.

Nothing under the Guidance Documents shall be construed to limit the export of actual onsite renewable self-generation that is net metered in compliance with the approved tariffs.

### **Exclusions**

Certain tariff and generation interconnection types are outside the provisions of PUC Proceeding No. 16AL-0048E and are not covered in the Guidance Documents. Each Guidance Document lists the relevant interconnection types excluded. Energy storage system interconnections not included in this proceeding must be documented and be in accordance with the Engineering Study and applicable tariffs.

### **Additional Definitions**

“Configuration” - the physical electrical design of the Distributed Energy Resource (“DER”). The Guidance Documents provide diagrams showing representative typical connection designs for a small PV as examples. The Configuration is a combination of the illustrated connection and the diagram notes concerning the equivalent connections inside of a software-governed inverter.

“Distributed Energy Resource (DER)” - a source of electric power that is not directly connected to a bulk power system. DERs includes both generators and energy storage technologies capable of exporting active power to the Area Electric Power Supplier (“EPS”) as defined by the Institute of Electrical and Electronics Engineers (“IEEE”) standard 1547-2003.

“Energy Storage Guidance Documents” or “Guidance Documents” - Guidance documents for the interconnection of electric storage based on agreed to terms from Proceeding No. 16AL-0048E and as published on the Xcel Energy website.

“Inadvertent Export” - the unscheduled and uncompensated export of real power generated from a customer’s parallel operation and delivered to the Company. The use of an internal transfer relay, energy management system, or other customer facility hardware or software system(s) intended to prevent the reverse power flow, or net export, from the customer’s energy source across the point of interconnection shall be required. The magnitude of energy export shall be less than the aggregate nameplate rating (kW-gross) of all sources ineligible to export power (Non-Export) multiplied by one hour per month, and the duration of export of power from the customer’s parallel operation shall be less than 30 seconds for any single event.

“Interconnected DER Capacity” - the aggregate nameplate ratings of the DER that can be simultaneously supplied to the grid, such as storage and self-generation. If the contribution of the energy storage to the total contribution is limited by programming or by some other onsite limiting element, the reduced ongoing capacity will be used.

“Material Change” - any modification to the system that causes the system to operate contrary to the approved operating configuration shall be considered a material change and shall be considered a material breach of this Agreement.



“Non-Export” - a restriction whereby no Parallel Operation of Self-Generation or Energy Storage energy may export from the utility service meter to the utility is allowed and for which no payment will be given. Non-Export also applies to specific sources not allowed to export, such as batteries. Export of non-renewable sourced energy is not allowed. Non-Export restrictions are subject to the “Inadvertent Export” definition.

“Operating Mode” - a combination of the functionality in the physical Configuration and the functionality in the software programming some of which is not shown in the Configuration diagram. Operating Mode is the combined function designed to achieve an Operating Objective that may vary with a change of settings. Operating Modes are established as a function, not by a diagram designation. Operating Modes include, but are not limited to, battery non-export, maximize self-consumption, maximize export, perform time shifting, and perform peak shaving. A change of Operating Mode may constitute a change of Operating Objective.

“Operating Objective” - the functional purpose of the DER operation achieved by the combination of the approved Configuration and Operating Mode. Any alterations to an Operating Mode may result in unacceptable changes to the Operating Objective as originally approved. Such changes may render the facility ineligible for use without additional mitigations.

“Parallel Operation of Energy Storage” - a source operated in parallel with the grid when it can supply energy to the customer simultaneously with the Company supply of energy.

“Self-Generation” - a customer supplying all or part of their entire load from onsite generation with no intent of exporting that self-generated power or receiving payment for export.

### **Energy Storage Requirements and Additional Information**

1. The energy storage design follows Guidance Document and Configuration and follows all provisions of associated requirements. **{Enter Energy Storage Guidance Document and Configuration}**
2. Per the Guidance Documents, interconnection study, and interconnection tariff, the Operating Modes allowed for the energy storage shall be limited to applicable Operating Modes allowed under the Energy Storage Guidance and Tariff.
3. Any change in Configuration or Operating Mode from the Configuration or Operating Mode specified in the application that impacts the ability of the energy storage system to adhere to the applicable and approved Configuration and Guidance Document requirements may be considered a material change and may require partial or full review of the facility, which may require additional system mitigations.
4. Excluded modes are any Operating Modes not included and approved as part of the interconnection review. Configurations and Operating Modes Excluded: **{Enter Excluded Configurations and Operating Modes}**
5. Inverter software programming or other programming required to meet the energy storage guidance requirements shall be inaccessible and/or password protected with access restricted to manufacturer/developer/installer. This may include locks or other physical

security or other means of securing the settings; or as mutually agreed upon on a case-by-case basis and identified in this Energy Storage System section of Exhibit D: \_\_\_\_\_

6. Any energy storage system that cannot be secured in a single Operating Mode must be reviewed for compliance with the guidelines for all Configurations or Operating Modes that are user selectable. The application must have all unapproved Operating Modes documented under Excluded Modes in paragraph 4 above and the applicable Guidance Document. Any use of excluded or unapproved Configurations or Operating Modes may be grounds for disconnection and termination of the Agreement subject to cure provision in IA Section VIII.H to which this Exhibit is attached.
7. Customer accepts that for energy storage systems interconnected per Guidance Document No. 3, Configurations will result in some loss of Production Meter recorded RECs and corresponding payments for installations eligible for REC payments. This is due to battery energy storage systems' consuming some power for maintaining a charge along with the discharge-charge cycle resulting in turn-around losses.
8. For energy storage systems interconnected per Guidance Document No. 3, Configuration 3A, with a protected load panel, a meter socket shall be installed between the hybrid inverter and protected load panel for the installation of a uni-directional Load meter by utility.
9. Telemetry requirements are determined based on the Interconnected DER Capacity with requirement thresholds outlined in the Technical Requirements. Telemetry required: Y\_ N\_
10. Xcel Energy reserves the right to conduct a facility inspection to verify compliance at a later date if problems arise or indications of possible non-compliance are present.
11. Specific to Customer's Installation {blank unless storage only requirements apply}

**Applicable for Systems that Require Ground Referencing Transformer Provisions:**

The ground referencing transformer shall be operated and maintained such that:

- The grounding referencing transformer must be in service whenever the inverters or other sources are on-line and capable of producing power while connected to the utility.
- At any time the grounding transformer is unavailable, the inverters or other sources must not be allowed to start or restart a connection to the utility.
- Specific to Customer's Installation: \_\_\_\_\_

**Applicable to Systems Over 100 kW AC when Disconnection Due to System Constraints or Safety may be Required:**

Disconnection or Curtailment Requirements of the generating system when required pursuant to Section VIII.F) of the Generating System Interconnection Agreement (IA) to which this Exhibit is attached:

Public Service may disconnect the Generation System as reasonably necessary in the event of imminent danger to the public or Public Service personnel, and routine maintenance, repairs, and modifications to the Public Service system. See IA VIII.F) for notification by Public Service provisions.

The Interconnection Customer shall ensure that at all times Public Service has access to a manually operated three-phase lockable disconnect switch pursuant to Section VIII.B) of the IA.

Interconnection Customer agrees and consents to Public Service's remote tripping or manual disconnection, as reasonably necessary under good utility practice, of the utility owned disconnecting device or other agreed to facility device for the Generation System including, but not limited to, in the following circumstances, when system conditions exceed parameters defined in any IEEE, NESC, ANSI standards, prudent safety practices, system capacity limits, or utility system contractual limits:

- Electric Distribution or Transmission System emergency
- Public emergency
- Abnormal system operation
- Planned switching
- Transmission system constraints

The above may have situations where a partial reduction in Facility output may adequately alleviate the problem. If partial curtailment is an option for one or more of the above conditions, the applicant will need to demonstrate how this can be accomplished. Interconnection Customer's failure to promptly respond to and execute on Public Service's request to curtail the output of the Generation System, it will be disconnected either manually or remotely by Public Service Company. If Public Service remotely trips the disconnecting device for the Generation System, Public Service will close the device remotely, if so equipped, after attempting to notify the Large Interconnection Customer's Control Center Contact. Public Service will close their device remotely once the reason for the remote tripping has passed and it is safe and consistent with good utility practice to do so. If the disconnection was done manually, Public Service will close the device in a timely manner.

The Generation System is subject to curtailment or disconnection for the following defined limitation **in addition to the above conditions: (N/A if none)**

Describe: \_\_\_\_\_

Remotely operated separation device, if other than utility owned, agreed to by the Large Interconnection Customer: **(N/A if none)**

Describe: \_\_\_\_\_

**Control Center Contacts:**

Each Party shall contact each other's Control Center Contact for all operational issues related to the Generation System, pursuant to IA Section XII.B). In order to permit Public Service and the Large Interconnection Customer to take immediate action, the Large Interconnection Customer and Public Service shall at all times provide to each other the contact information of each other's Control Center Contact, which shall be available twenty-four (24) hours a day, seven (7) days a week and be able to take action with respect to the operation of the Generation System and the Distribution System, respectively. Each Party shall keep the other informed of their Control Center contact information. Notice of changes to Control Center contact information shall be provided when such changes occur.

**Developer:**

By: \_\_\_\_\_[[SertifiSStamp\_1\_2]]\_\_\_\_\_

Name: {!Developer\_Contact\_First\_\_c} {!Developer\_Contact\_Last\_\_c} (Authorized agent for {!Developer\_Name\_\_c})

Title: \_\_\_\_\_[[SertifiTitle\_1\_2]]\_\_\_\_\_

Date: \_\_\_\_\_[[SertifiDate\_1\_2]]\_\_\_\_\_