
**Amendment to Standard Contract for Solar*Rewards Community
(Regarding Mediation Hold Process for Pre MN DIP Applications)**

This Amendment Regarding Mediation Hold Process for Pre MN DIP Applications (“Amendment”) to that certain Standard Contract for Solar*Rewards Community is entered into as of the last date set forth below, by and between _____ (“Community Solar Garden Operator” or “Interconnection Customer”) and Northern States Power Company, a Minnesota corporation (“Xcel Energy”), and is applicable to Solar*Rewards Application Number (SRC#): _____, for a solar photovoltaic electric generating facility with a nameplate capacity of _____ kilowatts of alternating current (AC), on property located at _____.

Background

Community Solar Garden Operator and Xcel Energy desire to amend the Standard Contract for Solar*Rewards Community to reflect a process and agreement to place the corresponding interconnection application on hold where mediation has been invoked under the Section 10 interconnection process for a pre-MN DIP interconnection application that has been Deemed Complete, has not been withdrawn or cancelled, has not yet achieved commercial operation and to provide for a corresponding methodology for day-for-day extensions to the 24-month Mechanical Completion deadline in these circumstances. When and if a Standard Contract for Solar*Rewards Community is executed by the Parties for the SRC#, this Amendment shall be attached to that contract.

Agreements

Community Solar Garden Operator and Xcel Energy agree as follows:

1. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings set forth in the Standard Contract for Solar*Rewards Community and in the Section 9 and 10 tariffs of Xcel Energy.
2. Paragraph 5 as found on Section 9, Sheet 75, of the Standard Contract for Solar*Rewards Community currently provides as follows:
 5. Interconnection Requirements. The Community Solar Garden Operator must sign the applicable Interconnection Agreement under Section 10 of the Company’s rate book, and comply with all of the terms and conditions of that Interconnection Agreement except as otherwise specified in this Contract. The following additional interconnection terms also apply.
 - A. Where the tariffed Interconnection Agreement is used in conjunction with this tariffed Contract, the term of the Interconnection Agreement shall end twenty five (25) years after the Date of Commercial Operation.
 - B. To the extent to which the ADDITIONAL TERMS AND CONDITIONS set forth in Section 9, Sheets 68 through 68.16 differ from the Section 10 tariff, these ADDITIONAL TERMS AND CONDITIONS shall control for applications that are not subject to the MN DIP. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68.17 through 68.21, fully apply if the application that is the subject of this Agreement is subject to the MN DIP.
3. Through the present Amendment, the following paragraphs are added to Paragraph 5 referenced above, beginning with paragraph number E. Paragraph numbers C and D, while not in the tariff, are either intentionally left blank or are reserved for other previously authorized amendments to the Standard Contract for Solar*Rewards Community that the Parties may be able to sign if applicable. The Parties agree to the following Hold Process for Interconnection Disputes Submitted for Mediation:



E. Hold Process for Interconnection Disputes Submitted for Mediation.

The Parties are able to submit an interconnection related dispute to mediation pursuant to the provisions of the Xcel Energy tariff at sheet 10-85 or 10-122. The following describe when a dispute submitted to mediation shall be considered to be on hold, and corresponding day-for-day extensions to the 24-month Mechanical Completion deadline that shall apply as related to the mediation process.

1. This Amendment only applies to pre-MN DIP applications, and only applies during that period of time prior to the Date of Commercial Operation. This Amendment is not applicable where an interconnection application has not been Deemed Complete or has been withdrawn or cancelled.

2. For purposes of this Amendment, a dispute is considered to have been submitted to mediation on the date that the mediator and all Parties have signed a mediation contract, or if no mediation contract is signed for the mediation on the date that the mediator and all Parties have agreed to mediate the dispute.

3. For purposes of this Amendment, the duration of a mediation begins on the date that a dispute has been submitted for mediation and the duration ends at the earliest of the following:

- a. The date that the dispute is resolved by the Parties;
- b. The date that the Commission issues a final written order resolving the dispute; or,
- c. 121 days after the dispute is submitted to mediation, if before that date the matter has not been resolved and if before that date neither Party has filed a complaint, motion, or petition for dispute resolution with the Commission relating to the dispute.

4. For the duration of the mediation, the interconnection application is considered to be “on hold” and all interconnection timelines are suspended. Once the duration of the mediation ends as described above, the interconnection application is no longer on hold, even if a Party subsequently files a complaint, motion, or petition for dispute resolution with the Commission relating to the dispute.

5. Day-for-day extensions to the 24-month Mechanical Completion deadline (described at tariff sheets 9-67 to 9-67.1) apply for the duration of the mediation. Once the duration of the mediation ends as described above, no further day-for-day extensions will apply even if a Party subsequently files a complaint, motion, or petition for dispute resolution with the Commission relating to the dispute. Additionally, day-for-day extensions will be granted for the 45-day period immediately prior to the submission of the dispute to mediation if that matter is subsequently submitted to mediation. This is done in order to give the Parties some period of time to attempt to resolve the dispute and to retain a mediator.

6. Notwithstanding the provisions of par. 5 above, in no event will any day-for-day extension apply if the Commission makes a determination in a written order that a dispute brought by the Interconnection Customer is frivolous.

4. **No Other Amendments.** Except as specifically provided in this Amendment, no other amendments, revisions or changes are made or have been made to the Standard Contract for Solar*Rewards Community other than those amendments which have been authorized by the Minnesota Public Utilities Commission. All other terms and conditions of the Standard Contract for Solar*Rewards Community not subject to any other amendment shall remain in full force and effect, and the Parties hereby ratify and confirm their rights and obligations under the Standard Contract for Solar*Rewards Community, as amended hereby.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives. Each Party may sign using an electronic signature. Electronic signatures shall have the same effect as original signatures. Copies of signatures to this Amendment shall be as valid as original signatures.



Community Solar Garden Operator

By: _____

Name: _____

Title: _____

Date: _____

Northern States Power Company, a Minnesota corporation

By: _____

Name: _____

Title: _____

Date: _____