

SUBSCRIBER INFORMATION DISCLOSURE FORM

The purpose of this form is to provide Community Solar Garden Subscribers with a straightforward, uniform, and transparent resource to evaluate potential transactions under Minnesota’s Low and Moderate-Income Accessible Community Solar Garden program. This document is not your contract. Read this document and your contract carefully so that you fully understand your contract.

Community Solar Subscribers do not directly purchase solar electricity. Instead, participants purchase a subscription in exchange for solar garden bill credits that will be applied to their utility bill. The cost of a Subscriber's community solar garden subscription must not exceed the value of the Subscriber's community solar garden bill credit. For income-eligible households, the cost of the community solar garden subscription must not exceed 90 percent of the Subscriber's community solar garden bill credit and must not include any fees at the time the subscription is executed.

SUBSCRIBER INFORMATION	SUBSCRIBER ORGANIZATION INFORMATION
Customer Name:	Company:
Name on Electric Bill (if different):	Street Address:
Street Address:	City, State, Zip:
City, State, Zip:	Phone:
Phone:	Email:
Email:	Contact Name:

COMMUNITY SOLAR GARDEN SYSTEM INFORMATION		Reference Page or Section
Project Name	[Full Project name]	
Project Location	[City, Zip]	
Project Size (kW AC):	[XXX kW AC]	
Estimated Operation Date:	[Month/Year]	
YOUR SUBSCRIPTION & COST INFORMATION		
Subscriber Type [Choose one bracketed statement from column and delete others]	[Residential Subscriber under 150% area median income] [Residential Subscriber] [Master-Metered Affordable Housing Subscriber] [Public Interest Subscriber: Small General Commercial] [Public Interest Subscriber: General Service Commercial] [Commercial Subscriber] [Backup Subscriber]	

<p>Subscription Size (kW AC): [Choose one bracketed statement from column and delete others]</p>	<p>[Fixed XX kWh/year, or XX kWh/month] [Fixed XX kW. Estimated energy produced is XXX kWh/year] [XX% of community solar project nameplate capacity. Total nameplate capacity is XXX. Estimated energy produced by this % share is XXX kWh/year.] [XX% of the Subscriber's monthly electric usage] This subscription represents approximately [XXX]% of your annual historic electricity usage over the last [XXX] months. State statute limits your subscription to 120% of your energy usage.</p>	
<p>Subscription Model [Choose one bracketed statement from column and delete others]</p>	<p>[Your subscription cost is variable. It is based on the actual kWh the garden produces. Your subscription is a \$/kWh for your share of total garden output over the previous billing cycle.] [Description of other subscription model.]</p>	
<p>Prices and Fees</p>	<p>[Plain language description of the price paid by Subscribers per month for their subscription in \$ or \$/kWh, and total cost per month in \$. If price includes both fixed and variable components, identify fixed and variable cost components separately. Identify any one-time charges separately. Identify any recurrent charges, and how often they are to be paid.</p> <p>If price is variable or not known, include:</p> <ol style="list-style-type: none"> 1. A plain language description of the method that will be used to calculate price; 2. A reasonable and good faith estimate of that price, along with a clear disclaimer regarding possible variations to that estimate. <p>Specify whether any charges may increase over the course of the contract, the conditions under which the increase may occur, and how much notice will be provided.</p> <p>If there is a cost escalator or rate, clearly identify that escalator percentage and how frequently the rate increases. Include a pricing schedule as an attachment or appendix to the contract, which provide calculations for escalated price in three month increments from the contract effective date until the contract end date.]</p>	
<p>Payment Details</p>	<p>[Describe billing procedure, including payment schedule (e.g. one-time, monthly, quarterly, annual), payment method, and payment due date.] You will receive: <input type="checkbox"/> An electronic invoice (sent to your email address above) <input type="checkbox"/> A paper invoice (sent to your U.S. mail address above) <input type="checkbox"/> Automatic payment (via ACH)</p>	
<p>Penalties</p>	<p>[Identify any potential penalties, and under which conditions they could be charged. If a fee is charged for late payments, define what qualifies a payment as late.]</p>	
<p>Benefits</p>	<p>Estimated first year kWh received: [XX] kWh Estimated first year credit value (\$): \$[XX] [Estimated first year savings (in \$): \$XX] Other benefits: [include all credits, incentives, or rebates that the Subscriber will receive or will sign over to the Subscriber Organization, or for which the Subscriber may be eligible].</p>	

Guarantees or Fixed Savings	[Plain language description of guaranteed savings, guaranteed performance or production, or state “This contract does not guarantee savings”] [If above 150% AMI: The cost of a Subscriber's community solar garden subscription must not exceed the value of the Subscriber's community solar garden bill credit.] [If 150% AMI and below: The cost of the community solar garden subscription must not exceed 90 percent of the Subscriber's community solar garden bill credit.]	
Contract Term	This contract is effective on [date]. [Description of contract term. If fixed length contract, write “This contract will remain in effect for XX, unless cancelled prior to the contract end date.” If month-to-month contract, write “This is a month-to-month contract.”]	
Contract Renewal	[Conditions for renewal of contract. If renewal is not offered, write “This contract does not have an option for renewal”]	
Early Termination or Cancellation - Residential	[Description and amount of early termination or cancellation fees. If not applicable, write “No early termination or cancellation fees apply.”] [Description of terms and conditions for early termination or cancellation, including process for requesting early termination or cancellation and any applicable notice periods.] [For Residential Subscribers: There are no exit fees. If a Residential Subscriber should exit the utility area, no fees may be charged.]	
Early Termination or Cancellation – Non-Residential	[If non-Residential Subscriber, state in plain language the cost of early termination or cancellation.]	
Right to Cancel Without Penalty	In addition to any rights you have under State or local law, you have the right to terminate this contract without penalty within five business days of signing the contract, by contacting your Subscriber Organization: [Insert contact information identical to above].	
Transferring or moving a subscription	The subscription is transferrable and portable, but only within the utility’s Minnesota territory.	
Data Sharing and Privacy Policy	[Include a short description of the Subscriber Organization’s data sharing and privacy policy.]	
Other Important Terms	[Include additional information. If not applicable, write N/A]	

Note:

A Renewable Energy Certificate (REC) represents the environmental attributes associated with one (1) megawatt-hour of renewable energy. RECs generated by a community solar facility are transferred to the qualified utility and are not the property of the Subscriber or the Subscriber Organization. While the Subscriber is not able to claim the purchase of renewable energy, participation in the community solar program does support additional development of renewable energy in Minnesota.

The value of the Solar Bill Credit for each Subscriber type is established by the Minnesota Legislature. The value is based on a percentage of the average retail rate of electricity for each individual Subscriber type and thus will be automatically adjusted with any changes in retail rates.

In case of Subscriber complaints: The Minnesota Department of Commerce urges subscribers to contact their Subscriber Organization’s customer representative (named above) with any concerns or complaints about billing or terms of their agreements. If the complaint cannot be resolved, the subscriber should contact the Minnesota Department of Commerce Energy Division at 651-539-1886 or send an email to CommunitySolar@state.mn.us.

After investigation of the complaint, the Department may refer unresolved issues to the Minnesota Office of the Attorney General for further action.

Certification of Receipt of Disclosure

I, _____, hereby affirm that I have received and understood the above information. I further confirm that I have had the chance to ask questions of the Subscriber Organization and have received sufficient answers, if applicable.

Date: _____ Signature: _____

Certification of Delivery of Disclosure

I, _____, hereby affirm that I have provided and reviewed the above information with the Subscriber named here. I further confirm that I have provided sufficient answers to the questions of the Subscriber.

Date: _____ Signature: _____

INSTRUCTIONS TO SUBSCRIBER ORGANIZATIONS FOR PREPARING MINNESOTA COMMUNITY SOLAR GARDEN DISCLOSURE FORM

1. As a Subscriber Organization, you are responsible for presenting a Disclosure Form to each Subscriber with whom you sign a subscription agreement or contract, and for ensuring that the Disclosure Form is read, understood, and signed by the Subscriber at the same time as the contract.
2. The Disclosure Form must be presented to the Subscriber at the same time as their full subscription contract and be placed prior to the first page of said contract.
3. The Disclosure Form may be modified to be integrated into a web-based tool, provided that all of the same information is presented to the Subscriber in a manner that aligns with all other formatting requirements. The Program Administrator must review and approve the final version of any such tool. Additionally, Subscribers must still be provided with a downloadable version (or hard copy) of Disclosure Form information for their records.
4. All bracketed, highlighted information must be replaced with the information indicated. No information box may remain empty. The brackets and highlighting should be removed. All information must be typed or legibly printed.
5. Text that is not bracketed may not be removed or edited. Rows and columns may not be rearranged or removed.
6. Information should be kept accurate and concise. The fully completed Disclosure Form should not exceed four pages in length.
7. Font type and font size may be modified so long as the following conditions are met:
 - a. The font type is standard. Font color should be black.
 - b. The modification does not hamper legibility of the Disclosure Form.
 - c. Font size is no smaller than 10 point.
8. Subscribers must be assigned to a specific community solar project. The “System Information” section must be filled out.
9. The right-hand column “Reference Page or Section” must be completed with the reference page and/or section numbers of the contract corresponding to each category in the Disclosure Form.
10. The Disclosure Form should be signed by the same Subscriber Organization official or representative who signs the contract with the Subscriber.
11. If it is possible for the term of the contract to commence more than 30 days after the contract’s effective date, then the Subscriber Organization must send the customer a supplemental notice within 30 days of the date the term actually commences.
12. The “Prices and Fees” section must include an exhaustive list and description of all applicable fees including, but not limited to: security deposit, application fee, subscription reduction fee, late

payment fee, and fees associated with payment methods. Total Cost or Total Estimated Cost must be included for purchase contracts. This section should note whether fees are refundable or nonrefundable. If prices or fees are estimated or subject to change, in part or in whole, this section must include: clear notice of possible price changes, plain language description of the method for calculating exact cost, and a good faith and reasonable estimate of actual cost. Include an approximate payment schedule type (one-time, monthly, quarterly, annual, etc.). Any early termination or cancellation fees must be disclosed separately, in the appropriate “Early Termination or Cancellation” section. Note that Subscriber Organizations may not charge Subscribers a fee, penalty, or other charge that was not made explicit in the subscription agreement or contract and Disclosure Form.

- 13.** In the “Benefits” section: information is estimated, provide a good faith and reasonable estimate, and specify the conditions under which that estimate may change. If the Subscriber Organization has presented estimated cost savings to the customer, the Disclosure Form must state the customer’s actual or assumed current electricity rate in cents or dollars/kWh and any projected savings represented to a potential Subscriber shall include a comparison that projects future electricity rates increasing at not more than 1% per year. If there are no estimated savings, delete the “Estimated one-year savings” lines.
- 14.** This form may be updated by the Minnesota Department of Commerce. Subscriber Organizations are responsible for using the latest version of this form on a going-forward basis.