Applicant Attestation and Acknowledgement

Instructions: Subscriber Organization applicants must initial each section of the following attestation and have an authorized representative sign the attestation. This document must be attached with the application.

_____ ***Application Requirements***

1. The Applicant attests that its application contains the following items:
   a. A copy of a signed interconnection agreement between the Subscriber Organization and Xcel Energy
   b. A copy of any required nonministerial permits that have been approved by the local authority that has jurisdiction over the project.
   c. A copy of the community solar garden's subscription contract, including:
      i. the information provided to potential Subscribers that discloses future costs and benefits of subscriptions;
      ii. any rules, fees, and charges; and
      iii. a completed Subscriber Information Disclosure Form.
   d. A subscription plan that explains the program design of the community solar garden with respect to potential Subscribers, itemized by subscriber type.
      i. A completed copy of the Subscription Plan Details spreadsheet.
   e. Proof of legally binding site control of the community solar garden's proposed location.
   f. Information regarding the following (which will be evaluated by the Minnesota Department of Commerce to prioritize capacity allocation to community solar garden applicants):
      i. The degree to which Subscribers, utility ratepayers, or the community surrounding the project receive the financial benefit of tax benefits and other incentives resulting from the community solar garden;
      ii. The scale of financial benefits the community solar garden delivers to LMI Subscribers, affordable housing residents, and Public Interest Subscribers, as well as the number of, and project capacity attributable to, LMI Subscribers, affordable housing residents, and Public Interest Subscribers;
      iii. Community solar garden project ownership and financing arrangements that deliver benefits to public, nonprofit, cooperative, and Tribal entities;
      iv. Whether the community solar garden uses nongreenfield locations, especially rooftops, carports, or sites that contain a hazardous substance, pollutant, or contaminant;
      v. Whether the community solar garden provides workforce development and apprenticeship opportunities, especially for workers who are Black, Indigenous, or Persons of Color; and
      vi. The resiliency benefits the community solar garden provides to the electrical grid or the local community.
   g. A signed copy of this Attestation and Acknowledgement
2. If any of the required items are missing or incomplete, the Minnesota Department of Commerce reserves the right to remove the application from the batch review cycle and return it to the applicant.

_____ ***Subscriber Organization Code of Conduct***

1. The Applicant attests that it has read the Subscriber Organization Code of Conduct and, as the Subscriber Organization, will adhere to all elements of the Code.

_____ ***Program Administration by the Minnesota Department of Commerce***

1. The Applicant acknowledges that the Minnesota Department of Commerce will evaluate and prioritize capacity allocation to community solar garden applicants based on information provided in the community solar garden application.
2. The Applicant acknowledges that the Minnesota Department of Commerce has the authority to audit or otherwise verify each community solar garden's adherence to the terms of this agreement and to the Subscriber Organization Code of Conduct.
3. If its application is approved, the Applicant agrees to provide the Minnesota Department of Commerce with:
   a. Subscriber data regarding net electricity bill savings and any charges that the Subscriber pays; and
   b. Annual reports as specified in section 216B.1641 Subdivision 9(d) and (e).
4. A community solar garden that has begun commercial operation must notify the commissioner in writing within 30 days if the community solar garden is not in compliance with subdivision 6, 7, 9 or 10, and must comply within 12 months or the commissioner must revoke the solar garden's participation in the program. Nothing in this subdivision prevents a subscriber organization from reapplying to participate in the program after revocation.

_____ ***System Requirements***

1. The Applicant acknowledges that its community solar garden must:
   a. be connected to Xcel Energy's distribution system; and
   b. have a capacity of no more than five megawatts (as measured in alternating current).
2. The Applicant attests that any contractor or subcontractor that constructs or installs a community solar garden that has a capacity of at least 1 megawatt (as measured in alternating current):
   a. will pay no less than the prevailing wage rate, as defined in section 177.42; and
   b. will be subject to the requirements and enforcement provisions under sections 177.27, 177.30, 177.32, 177.41 to 177.435, and 177.45.

_____ ***Subscriber Requirements***

1. The Applicant attests that:
   a. At least 30 percent of the community solar garden's capacity will be subscribed to by LMI Subscribers.
   b. At least 55 percent of the community solar garden's capacity will be subscribed to by LMI Subscribers; Public Interest Subscribers; or an affordable housing provider.
   c. The community solar garden will have at least 25 individual Subscribers per megawatt of generation capacity, provided that a single Subscriber does not possess more than a 40 percent interest in the community solar garden's total capacity.
   d. A backup Subscriber may subscribe to and receive bill credits for up to 15 percent of a community solar garden's annual capacity. In the event a community solar garden Subscriber exits the community solar garden or is delinquent on the Subscriber's utility bill, the backup Subscriber may be automatically subscribed to up to 40 percent of the community solar garden's capacity for up to one year.
2. The Applicant acknowledges that definitions of all subscriber groups are set by the Minnesota Department of Commerce.

Documentation of Attestation

_____ _____

Signature ***Date***

_____

Name of Authorized Representative (printed)

_____

Title of Authorized Representative

_____

Name of Subscriber Organization

Subscriber Organization Code of Conduct

Obligation to Comply with the Law

a. Developers and owners of a community solar garden ("Subscriber Organizations") and their Agents shall always act in full compliance with all applicable federal, state, and municipal laws and regulations.

Obligation to Ensure Compliance

a. Subscriber Organizations shall take all reasonable steps to ensure that the organization and its affiliates, partners, contractors, service providers, and all other representatives of its Minnesota community solar gardens ("Subscriber Organizations and their Agents") follow the rules of the Low and Moderate-Income Accessible Community Solar Garden Program ("LMI-Accessible CSG Program") in all facets of managing a Project.

b. Subscriber Organizations and their Agents shall ensure that their staff as well as the staff of their Agents adhere to the same standards required of the Subscriber Organization as set out in this Code.

c. If a Subscriber Organization uses Agents to perform activities covered by the Code, then the Subscriber Organization is responsible for ensuring their compliance to the Code.

d. Any acts or omissions by any representative acting on behalf of the Subscriber Organization or its agents used by the Subscriber Organization to perform activities covered by the Code shall be deemed to be the acts or omissions of the Subscriber Organization.

e. Subscriber Organizations and their Agents shall provide a copy of the Code to all employees and representatives who have contact with customers and involvement with the LMI-Accessible CSG Program as part of their job or responsibilities. Subscriber Organizations must document the provision of this Code to all Agents and be able to provide this upon request to the Community Solar Garden Program Administrator at the Minnesota Department of Commerce ("Program Administrator").

f. A Subscriber Organization must notify the Program Administrator in writing within 30 days if its Project has begun commercial operation and is not in compliance with section 216B.1641 Subdivisions 6, 7, 9 or 10.

g. If the Project is not brought into compliance within 12 months, the Project will be removed from the LMI-Accessible CSG Program and no longer be considered a community solar garden.

Advertising, Marketing, and Sales Activities

a. Subscriber Organizations and their Agents shall comply with all applicable federal, state, and municipal laws regarding restrictions on marketing, advertising, and contacting customers.

b. Subscriber Organizations and their Agents shall include the following Program-approved marketing disclaimer on all sales, advertising, and marketing materials:

> "This organization is operating under the Low and Moderate-Income Accessible Community Solar Garden Program, a state-enabled initiative overseen by the Minnesota Department of Commerce. The Program provides resources to and oversight of Subscriber Organizations but does not promote any individual community solar garden or Subscriber Organization.
>
> "For more information about the LMI-Accessible CSG Program, contact the Minnesota Department of Commerce at 651-539-1886 or CommunitySolar@state.mn.us, or visit https://mn.gov/commerce/energy/consumer/energy-programs/community-solar-gardens.jsp. Income-eligible customers may qualify for additional savings."

c. Consent must be obtained from a customer prior to accessing any utility customer information on their behalf.

d. Subscribers may not be enrolled in the program without the subscriber's prior, voluntary consent.

e. Individuals shall not market door-to-door on behalf of Subscriber Organizations unless the Subscriber Organization or its Agent has obtained a local permit or license for door-to-door solicitations, if necessary, and the individuals have been properly trained in local, state, and federal laws governing marketing activities.

f. Subscriber Organizations and their Agents are not allowed to use marketing tactics that are unfair, false, misleading, or deceptive, whether by affirmative statement, implication, or omission. This includes claims about products or services, pricing, quality, or performance.

g. All claims must be supported by objective evidence.

h. Subscriber Organizations and their Agents shall not refer to a CSG Subscription as "free" in oral or written marketing or sales discussions unless the customer will not pay anything (up-front or on a monthly basis) for their subscription or the energy it generates.

i. Prices quoted must be accurate and complete, covering all products or services offered or requested, with prices for optional or additional products or services clearly identified as such, with payment terms clearly stated, and with the period of availability of the quoted prices specified.

j. If Subscriber Organizations or their Agents use a forecast of future utility prices of electricity to estimate savings or otherwise in marketing, outreach, or advertising, then Subscriber Organizations or Agents shall inform customers that utility rates may go up or down and actual savings are not guaranteed and may vary. If the forecasted utility prices are used in a written sales or marketing piece, this notice must be done in writing. Customers may contact their utility or the Minnesota Public Utility Commission for further information regarding retail electric rates.

k. Comparisons between Subscriber Organizations' pricing, contract terms, products, or services must not be misleading and must include all relevant facts to fully understand the pricing, terms, products, or services being compared.

l. If advertised or offered prices include initial pricing reductions, such as teaser rates or future increases, then all material terms of such initial reductions or future increases shall be disclosed when such prices are marketed or otherwise communicated to customers.

m. If the advertising or offers include financing and an offer of consumer credit, the advertising must contain clear and conspicuous disclosures about the terms and conditions of credit, and the Subscriber Organization must abide by all applicable lending laws.

n. Subscriber Organizations and their Agents shall not make promises or guarantees about system performance, results, or services to a customer that exceed the promises or guarantees that will be in the Subscriber contracts with that customer.

o. Subscriber Organizations and their Agents shall comply with any and all federal, state, and local laws regarding restrictions on contacting its customers, including but not limited to the national Do Not Call Registry, the CAN-SPAM Act, the Telemarketing Sales Rule, the Telephone Consumer Protection Act and any analogous state or local laws.

Fair, Honest, and Courteous Treatment of Customers

a. When interacting with a customer (including prospective, current, and past Subscribers) Subscriber Organizations and their Agents shall:

- Conduct themselves with courtesy, honesty, integrity, objectivity, and fairness.
- Give their name and contact information to the customer and, if they are an Agent of a Subscriber Organization, the name and contact information of the Subscriber Organization.
- Provide the means for a customer to verify the registered status of the Subscriber Organization, which may include the web address of the Program website or the contact information for the Program Administrator.
- Provide timely, immediate, and truthful responses to customer inquiries.

- If interacting with a customer in person, at a place other than the Subscriber Organization's place of business, provide identification that the customer can use to verify the representative's identity and that meets the spirit of transparency and integrity in this Code.
- Clearly explain the LMI-Accessible CSG Program to the customer and give honest and fair professional comment.
- Not exert undue pressure on a customer.
- Allow a customer sufficient opportunity to read and understand all information and documents provided.
- If documents and information are provided in a language that is not understandable to a customer, the Subscriber Organization must provide time and opportunity for the customer to seek translation support from a trusted third party.
- Not make any offer or provide any promotional material to a customer that is inconsistent with the contract being offered to or entered into with the customer.
- Not represent any sponsorship, approval, status, Certification, qualification, affiliation, or connection that the Subscriber Organization does not have.
- Not make any representation or statement or give any answer that is false or is likely to mislead a customer.
- Not discriminate based on race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status.

b. Subscriber Organizations and their Agents shall not harass, threaten, or badger customers.

c. Subscriber Organizations and their Agents shall not use high-pressure sales techniques.

d. Subscriber Organizations and their Agents shall provide timely and accurate information regarding the community solar garden. The information must be provided in writing and in plain language, and must include but is not limited to information regarding rates, contract terms, termination fees, and the right to cancel a community solar garden subscription.

e. Subscriber Organizations and their Agents shall seek openness and transparency and shall not seek to take advantage of a customer's lack of knowledge. If a Subscriber Organization or its Agent becomes aware that a customer does not understand or misunderstands an issue that is important to a customer's decision to participate in the LMI-Accessible CSG Program, then the Subscriber Organization or its Agent must correct that misunderstanding.

f. Subscriber Organizations and their Agents shall not misrepresent the reason for their contact with a customer.

g. Subscriber Organizations and their Agents shall not omit material information when interacting with customers if the omission makes any statement or other communication with a customer misleading.

h. Subscriber Organizations and their Agents shall not check the credit score or credit history of a new or existing residential Subscriber.

i. Subscriber Organizations and their Agents shall inform Subscribers that they do not own the Renewable Energy Certificates (RECs) associated with their subscription; the RECs are held by the utility as ordered by the Public Utilities Commission.

j. Subscriber Organizations and their Agents shall inform customers of the complaint process and shall immediately notify the Program Administrator if a customer makes a complaint that the Subscriber Organization is unable to resolve promptly.

k. Subscriber Organizations and their Agents shall inform customers of the availability of greater savings for eligible LMI Subscribers, which may be satisfied by providing materials including the approved marketing disclaimer.

l. Subscriber Organizations and their Agents shall provide a copy of this Code to customers upon request.

m. Subscriber Organizations are responsible for ensuring that its Agents who interact with customers on the Subscriber Organization's behalf comply with the requirement to identify themselves as acting on behalf of the Subscriber Organization.

n. Once Xcel Energy makes consolidated billing available to CSG Subscribers, the Subscriber Organization shall notify all existing Subscribers and potential customers about the option. A Subscriber may elect, but cannot be required, to use the consolidated billing option.

Customer Contracts

a. Subscriber Organizations shall include in all CSG Subscription contracts certain provisions, statements and information intended to protect consumers, in the form and manner required by the LMI-Accessible CSG Program.
b. Contracts between Subscriber Organizations and Subscribers must use a standard, Program-provided disclosure cover sheet. Subscriber Organizations may use a modified version of the disclosure cover sheet, provided that any modifications are approved by the Program Administrator.
c. The LMI-Accessible CSG Program contract disclosure form shall be presented to every customer prior to signing a participation contract.
d. Written contract terms and verbal representations made by Subscriber Organizations and their Agents shall not conflict with each other.
e. Subscriber Organizations and their Agents shall consider a customer's capacity to understand the terms, ramifications, and risks of a contract before entering into such contract.
f. Contracts and marketing materials intended to aid a customer's decision to enter into a contract shall be provided in a language that is understandable to the customer.
g. Subscriber Organization shall keep up-to-date records of Subscriber contracts and related information to facilitate correct billing and crediting for generation on utility bills.
h. Subscriber Organizations may not impose additional Project eligibility requirements on Subscribers that discriminate based on race, color, religion, sex, sexual orientation, national origin, marital status, disability, familial status, source of income, or any other protected status.
i. Subscriber Organizations must make good-faith efforts to serve and contract with non-English speaking customers.
j. Subscribers must be given the right to cancel their contract and receive a full refund on any deposits or payments if the request is made within five business days (Monday through Friday, excluding federal holidays) of signing the contract. Of note: LMI households must not be charged any fees at the time the subscription is executed.

Protection and Security of Customer Information

a. Subscriber Organizations and their Agents must protect customer information and maintain customer confidentiality by: (a) taking all reasonable steps to prevent unintentional disclosure of customer information to third parties; and (b) not intentionally providing customer information to any third party (except to provide the Program Administrator with a subscriber's net electricity bill savings and any charges that the subscriber pays) without express, written, informed consent by the customer. Customer information includes, without limitation, any information obtained from a customer that refers specifically to the customer by name, address, or other personally identifiable characteristics, account and meter number(s), energy usage, energy data, or CSG bill credits.
b. Subscriber Organizations must provide at least two methods for customers to opt out of sharing their information with other companies, such as email and a phone number, or email and a physical mailing address.
c. Subscriber Organizations must follow best commercial practices with respect to protecting consumer privacy and ensuring the security of all customer information, which includes establishing and maintaining reasonable safeguards against the destruction, loss, alteration of, or unauthorized access to customer information in their possession. Subscriber Organizations must also implement and maintain appropriate administrative, technical (including encryption and virus/spyware scanning), and physical safeguards, procedures, and practices to: (i) comply with all applicable legal and regulatory requirements and standards; (ii) ensure the security, confidentiality and integrity of all customer information transmitted

electronically to or stored by Subscriber Organizations, however stored, retained, maintained, saved or held; (iii) protect against any anticipated threats or hazards to the security, confidentiality or integrity of such information; and (iv) protect against unauthorized use, destruction, modification or disclosure of such information. Subscriber Organizations must maintain written security plans complying with the foregoing and shall provide the Program Administrator with copies of such plans upon request.

d. Subscriber Organizations must notify the Program Administrator via email at CommunitySolar@state.mn.us within 24 hours if they become aware of any potential or actual unauthorized disclosure, access to, acquisition of or other loss or use of any customer information. This notice must include, at a minimum: (i) a description of the breach or loss, including the date it occurred; (ii) the number of individuals or accounts affected; (iii) the information accessed, acquired, lost and/or misused; (iv) whether the breach or loss was computerized in nature or a paper loss; (v) whether such information was encrypted or unencrypted, (vi) whether encryption keys or passwords may have been compromised; and (vii) a description of the steps taken to investigate the incident and prevent the recurrence of further security breaches or losses of the same type.

e. In the event of any potential or actual unauthorized disclosure or use of any Customer Information, Subscriber Organizations must cooperate with the Program Administrator and any applicable regulatory authorities to: (i) further assess the risk that unauthorized use or disclosure of customer information has occurred, the nature and scope of any such incident and review all pertinent records; (ii) take other remedial measures as may be reasonably necessary or appropriate to mitigate the risk arising out of unauthorized use or disclosure of the customer information; and (iii) provide notices to customers if the Program Administrator determines that such notices should be provided.

Additional Protections for Subscribers

a. Residential Subscribers may not be charged an exit fee.

b. A community solar garden subscription is transferable and portable, but only within Xcel Energy's Minnesota service territory.

c. The cost of a Subscriber's community solar garden subscription (including all fees) must not exceed the value of the subscriber's community solar garden bill credit.

d. For a LMI Subscriber, the cost of the community solar garden subscription (including all fees) must not exceed 90 percent of the LMI Subscriber's community solar garden bill credit and must not include any fees at the time the subscription is executed.

Reporting

a. Beginning one year after a community solar garden begins operations and annually thereafter, a Subscriber Organization shall publish a signed and notarized report that details the community solar garden's operations for the previous 12-month period. The report under this paragraph must be provided to the Program Administrator, on a form prescribed by the commissioner, and to each of the community solar garden's Subscribers. The report must contain, at a minimum:

- **i.** the energy produced by the community solar garden,
- **ii.** financial statements, including a balance sheet, income statement, and a sources and uses of funds statement,
- **iii.** a list of the individuals that currently own and manage the Subscriber Organization, and
- **iv.** other information requested by the Program Administrator.

b. A Subscriber Organization shall annually publish a signed and notarized report that details the community solar garden's capacity allocated to relevant subscriber categories, including but not limited to: (1) LMI Subscribers; (2) other residential Subscribers; (3) affordable housing providers; (4) Public Interest Subscribers, by type; (5) small subscriptions of up to 25 kilowatts; and (6) other Subscribers, by type.

c. A Subscriber must be provided an opportunity to submit comments to the Subscriber Organization regarding the accuracy and completeness of the reports.