

STANDARD CONTRACT FOR SOLAR*REWARDS COMMUNITY (Continued)

Section No. 9 1st Revised Sheet No. 89

Attachment "A"

**Solar*Rewards Community
 Subscriber Agency Agreement and Consent Form**

The undersigned ("Subscriber") has a Subscription to the following Community Solar Garden:

Community Solar Garden Name: Solar Club 35 (Blue Earth)	Community Solar Garden Address: 549th Avenue
Community Solar Garden Operator: Nautilus Community Solar, LLC	Community Solar Garden contact information for Subscriber questions and complaints: Address (if different from above): <u>396 Springfield Ave, Suite 2</u> <u>Summit, NJ 07901</u> Telephone number: <u>1-866-969-4129</u> Email address: <u>customercare@nautilusolar.com</u> Web Site URL: <u>https://nautilusolar.com/</u> Fax: _____
Subscriber Name: Monte Avina	Subscriber Service Address where receiving electrical service from Northern States Power Company: 1712 Le sueur (No value) Mankato, MN 04/27/53
Subscriber's Account Number with Northern States Power Company: 5167556385 303311427	Subscriber Mailing Address (if different from above):

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(Continued on Sheet No. 9-1)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 90

Northern States Power Company Contact Information

Mailing Address:

Xcel Energy Attn: SRCMN; PO Box 59; Minneapolis MN 55440-0059

Phone: 1(800)895-4999

Email: SRCMN@xcelenergy.com

Fax:

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By signing this Solar*Rewards Community Subscriber Agency Agreement and Consent Form, the Subscriber agrees to all of the following:

1. Assignment of Renewable Energy Credits ("RECs"), Energy and Capacity to Northern States Power Company, a Minnesota corporation. The Subscriber agrees that the Community Solar Garden Operator has authority to assign all energy produced and capacity associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and the Subscriber agrees that all energy produced, and capacity associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company. The Subscriber also agrees that the Community Solar Garden Operator has authority to assign all RECs associated with the photovoltaic energy system at the Community Solar Garden to Northern States Power Company, and that if the Community Solar Garden or a person or entity on its behalf has assigned the RECs to Northern States Power Company, then all RECs associated with the Subscriber's share of the photovoltaic energy system at the Community Solar Garden shall belong to Northern States Power Company.

2. Tax Implications. The Community Solar Garden Operator has provided the Subscriber with a statement that Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.

(Continued on Sheet No. 9-2)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
1st Revised Sheet No. 91

3. Northern States Power Company hereby discloses to the Subscriber that it recognizes that not all production risk factors, such as grid-failure events or atypically cloudy weather, are within the Community Solar Garden Operator's control.

4. Information Sharing. Participating in the Solar*Rewards Community Program will require sharing **Subscriber's Account Information** (name, account number, service address, telephone number, email address, web site URL, information on Subscriber participation in other distributed generation serving the premises of the Subscriber, Subscriber specific Bill Credit(s)) and **Subscriber's Energy Usage Data** (data collected from the utility Subscriber meters that reflects the quantity, quality, or timing of the Subscriber's electric usage or electricity production for the service address and account number identified for participation in the Community Solar Garden). The following outlines the type of information that will be shared, and how that information will be used.

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a. Subscriber's Account Information and Subscriber Energy Usage Data. The Subscriber authorizes Northern States Power Company to provide the Community Solar Garden Operator (and the Community Solar Garden Operator's designated subcontractors and agents) with the Subscriber's Account Information and Subscriber's Energy Usage Data as described in Section 4 above. This information is needed to allow the Community Solar Garden Operator determine the extent to which the Subscriber is entitled to participate in the Community Solar Garden, and to validate the amount of the Bill Credits to be provided by Northern States Power Company to the Subscriber. The current data privacy policies of Northern States Power Company applicable to its Solar*Rewards Community Program provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above are attached as Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form**. These privacy policies include definitions of "Subscriber's Account Information" and "Subscriber's Energy Usage Data."

(Continued on Sheet No. 9-92)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY
(Continued)**

Section No. 9
Original Sheet No. 92

4. Information Sharing. (Continued)

b. Subscriber's Subscription Information: The Subscriber authorizes the Community Solar Garden Operator to provide information to Northern States Power Company identifying the Subscriber (with the Subscriber's name, service address, and account number) and detailing the Subscriber's proportional share in kilowatts of the Community Solar Garden and to provide additional updates of this information to Northern States Power Company as circumstances change. This information is needed to allow Northern States Power Company to properly apply Bill Credits for the photovoltaic energy generated by the Community Solar Garden. Also, this information is needed to allow Northern States Power Company to send to the Subscriber notices or other mailings pertaining to their involvement in the Solar*Rewards Community Program. The Community Solar Garden Operator shall not disclose Subscriber information in annual reports or other public documents absent explicit, informed consent from the Subscriber. The Community Solar Garden Operator will not release any Subscriber data to third parties except to fulfill the regulated purposes of the Solar*Rewards Community Program, to comply with a legal or regulatory requirement, or upon explicit, informed consent from the Subscriber.

c. Aggregated Information. Aggregated information concerning production at the Community Solar Garden may be publicly disclosed to support regulatory oversight of the Solar*Rewards Community Program. This includes annual reports available to the public related to specific Community Solar Gardens, including but not limited to production from the Community Solar Gardens; size, location and the type of Community Solar Garden subscriber groups; reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the Solar*Rewards Community Program; reporting on Bill Credits earned and paid; and reporting on the application process. Aggregated information will not identify individual Subscribers or provide Subscriber-Specific Account Information, Subscriber-Specific Energy Usage Data or Subscriber-specific Bill Credits unless a Subscriber provides explicit informed consent. Depending on the nature of the aggregated information, however, it may still be possible to infer the amount of production attributed to individual Subscribers to the Community Solar Garden. The Subscriber agrees to the inclusion of its production information in the creation of the aggregated information. The Community Solar Garden Operator will not use aggregated information for purposes unrelated to the Solar*Rewards Community Program without first providing notice and obtaining further consent, unless the aggregated information is otherwise available as public information. The policies of Northern States Power Company related to sharing aggregated information are part of the data privacy policies contained in the attached Exhibit 1 of this **Solar*Rewards Community Subscriber Agency Agreement and Consent Form** and should be provided to the Subscriber by the Community Solar Garden Operator pursuant Section 3 above.

d. Information Requests from the MPUC or the Department of Commerce. The Subscriber agrees that the Community Solar Garden Operator and Northern States Power Company are authorized to provide any information they possess related to the Subscriber or the Subscriber's participation in the Community Solar Garden to the Minnesota Public Utilities Commission (MPUC), the Minnesota Department of Commerce, or the Minnesota Office of Attorney General. This information is needed to allow proper regulatory oversight of Northern States Power Company and of the Solar*Rewards Community Program.

(Continued on Sheet No. 9-93)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
2nd Revised Sheet No. 93

4. Information Sharing. (Continued)

e. Liability Release. Northern States Power Company shall not be responsible for monitoring or taking any steps to ensure that the Community Solar Garden Operator maintains the confidentiality of the Subscriber's Account Information, the Subscriber's Energy Usage or the Bill Credits received pertaining to the Subscriber's participation in the Community Solar Garden. However, Northern States Power Company shall remain liable for its own inappropriate release of Subscriber's Account Information and Subscriber's Energy Use Data.

f. Duration of Consent. The Subscriber's consent to this information sharing shall be ongoing for the Term of the Contract between the Community Solar Garden Operator and Northern States Power Company, or until the Subscriber no longer has a Subscription to the Community Solar Garden and the Community Solar Garden Operator notifies Northern States Power Company of this fact through the CSG Application System. Provided, however, the Subscriber's consent shall also apply thereafter to all such information of the Subscriber pertaining to that period of time during which the Subscriber had a Subscription to the Community Solar Garden.

g. Successor or Assigns. This Subscriber Agency Agreement and Consent Form shall apply fully to all successors or assigns of the Community Solar Garden Operator, and to all subsequent successors or assigns, without the need for Subscriber's consent.

h. Modification. The above provisions addressing data privacy and in Exhibit 1 shall remain in place until and unless other requirements are adopted by the MPUC in its generic privacy proceeding, Docket No. E,G999/CI-12-1344, or other MPUC Order. Northern States Power Company shall file necessary revisions to its tariffs and contracts within thirty (30) days of such Order.

5. Subscriber Disclosures.

a. Customer data can provide insight into activities within the premise receiving utility service. Northern States Power Company may not disclose customer data except (1) if you authorize the disclosure, (2) to contracted agents that perform services on behalf of the utility, or (3) as otherwise permitted or required by regulations.

b. Not authorizing disclosure will not affect utility service, but will impact a proposed Subscriber's ability to participate in the Solar*Rewards Community program.

c. Subscribers may access their standard customer data from Northern States Power Company without any additional charge.

d. Northern States Power Company will have no control over the data disclosed pursuant to this consent, and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.

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(Continued on Sheet No. 9-93.1)

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**STANDARD CONTRACT FOR
SOLAR*REWARDS COMMUNITY (Continued)**

Section No. 9
Original Sheet No. 93.1

5. Subscriber Disclosures. (Continued)

e. In addition to the Subscriber data described above, the data recipient may also receive the following from Northern States Power Company: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Northern States Power Company will not provide any other information, including personally identifiable information such as your Social Security Number or any financial account number to the data recipient through this consent form.

f. For additional information, including the Xcel Energy privacy policy that applies to Northern States Power Company, visit: xcelenergy.com.

Subscriber's Name: Monte Avina

Subscriber's Signature: *Monte Avina*

Print or Type name and
Title of signatory if Subscriber
is a corporation or unit of
government: _____

Date: 03/17/25

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(Continued on Sheet No. 9-94)

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