DETROIT LAKES PUBLIC UTILITIES
2017
COMMUNITY SOLAR GARDEN
SOLAR MODULE OWNERSHIP AGREEMENT

Detroit Lakes Public Utilities (“DLPU”) is establishing a Community Solar Garden (“CSG”) in the City of Detroit Lakes, Minnesota. The Community Solar Garden will consist of a number of solar photovoltaic devices (“Modules”) linked together to generate electricity for use within the DLPU service area. Customers who are supplied electricity by DLPU have the opportunity to purchase and own modules pursuant to the terms of this Solar Module Ownership Agreement (“Agreement”). By signing this agreement, you, (“You” or “Customer” or “Owner”) have elected to participate in the Community Solar Garden by owning one or more modules. The following information is required to secure your rights in the CSG agreement & enable DLPU to accurately provide to you credits to your electric bill.

PLEASE PRINT NEATLY.

Customer Name:________________________________________________________________

Customer DLPU Account Number: _________________________________________________

Customer Service Address: ______________________________________________________
Detroit Lakes, MN 56501

Customer Phone Number: ______________________________________________________

Customer e-mail address:________________________________________________________

The terms of this Module Ownership Agreement are as follows:

1. COST. You agree to purchase _______ (quantity up to a maximum of 6) solar modules. The purchase cost per module is $1,075. Payment in full is required when submitting this agreement to DLPU. I enclose payment of $__________ as payment in full.

2. ENERGY PRODUCTION. You understand that the module(s) will be used to produce electricity and that the electricity generated from your module(s) will be part of the community power supply. The amount of electricity produced by your module(s) will be calculated based on the amount of electricity produced in the aggregate from all of the modules in the CSG, divided by the number of modules, regardless of whether all modules are functioning at that time. You will receive a net metering credit against the amount due from DLPU for providing electric service to your DLPU service address, as provided in paragraph 5 of this agreement. The net metering system will also measure that amount of electricity drawn from the electrical grid and used by you at your service address. Absence unusual circumstances, your module(s) will not generate electricity for a specified period in excess of the amount of electricity expected to be consumed at your service address during that specified period. No representation or guaranty is made by DLPU regarding the actual amount of electricity that each module will produce or the amount of electricity production that will be allocated to each module.
3. **OPERATIONAL LIFE.** All modules in the CSG, including your module(s), are committed to the exclusive use and operation of DLPU for the operational life of the CSG, which is anticipated to be twenty (20) years from and after the date any module(s) in the CSG become functional and produce electricity that is transmitted to the electrical grid (the “Effective Date”). From and after the effective date the operational life of the CSG and any module(s) you own continues without break or pause, regardless of any difficulties with or malfunction of your module(s) or any other module(s), until the destruction of the CSG by acts of nature or vandalism, the abandonment of the CSG by DLPU or Twenty (20) years after the effective date, whichever occurs first, at which time the operational life of the CSG and any module(s) owned by you will terminate. Upon termination of the operational life of the CSG and any module(s) you own as defined herein, the DLPU has the exclusive right and obligation to purchase the module(s) you have purchased by this agreement for one dollar ($1.00) for each module. Thereafter DLPU has the option to discontinue the CSG or to continue to operate the CSG as its own facility. Under no circumstances are you permitted to remove your module(s) from the CSG for any reason at any time, before or after termination of the operational life of the CSG and any module's you own.

4. **INSTALLATION, OPERATION, MAINTENANCE AND INSURANCE.** The CSG will be constructed on land owned by the DLPU or City of Detroit Lakes. The DLPU will own the framework and structures supporting the modules and all apparatus, fixtures and equipment necessary for the operation of the CSG, measurement of the electricity produced by the modules in the CSG and transmission of electricity to the electrical grid. You hereby disclaim ownership of the land upon which the CSG is constructed and all apparatus, fixtures and equipment necessary for the operation of the CSG, measurement of the electricity produced by the modules in the CSG and transmission of electricity to the electrical grid except for the module(s) you have purchased pursuant to the terms of this agreement. DLPU is responsible for performing all installation, operation, repair, replacement and maintenance of the CSG and all of the modules contained in the CSG. Installation, operation, repair, replacement, maintenance and insurance expenses incurred by DLPU related to the CSG will be charged against each module annually allocated on a uniform basis per module determined by dividing the total installation, operation, maintenance, repair, individual module replacement cost and insurance expenses (“Costs”) by the number of modules in the CSG. The annual total of those costs will be deducted from the total revenue received by the DLPU for transmission of electricity to the electrical grid from the CSG.

5. **ELECTRIC BILL CREDIT.** During the operational life of the CSG and your module(s) the amount of electricity, as measured by kilowatt hours (“kWh”) drawn from the electrical grid at your DLPU service address is represented by a monthly credit on the electricity billing for your designated service address, based on the amount of the electricity determined to have been produced by your module(s) and transmitted to the electrical grid, less your per module allocated share of the annual (12 month) costs identified in paragraph 4 of this agreement.

6. **OWNERSHIP.** Ownership of your module(s) is personal, but cannot be transferred to any person or entity that does not have a DLPU service address.

   a) **New service address.** If you move to a different DLPU service address you may transfer your electric bill credit to the new service address by completing the Transfer of Service Address form attached to this agreement “Appendix A.”
you do so, the electric bill credit resulting from your module(s) will remain at your existing service address.

b) **Transfer of module ownership.** Unless you die or move out of the DLPU electrical service territory, you cannot sell or assign your ownership of your module(s) and right to receive your electric bill credit. If you move out of the DLPU electrical service territory you may assign ownership of your module(s) to a new or existing electrical customer of DLPU who has established a service account within the DLPU service territory by completing the Ownership Assignment form attached to this agreement as “Appendix B”. Upon such assignment, the ownership of your module(s) and the electric bill credit resulting from your module(s) will be transferred to the DLPU service address and service account of the new owner. If you fail to assign your module ownership and right to receive an electric bill credit to a new owner who has established a service account within the DLPU electrical service territory within ten (10) days after you terminate your electrical service account, you will have abandoned and surrendered to DLPU both your ownership of your module(s) and your right to receive an electric bill credit, and your module(s) will become the sole and exclusive property of DLPU.

c) **Death.** Should you die while owning your module(s) during the operational life of the CSG and your module(s) the benefit of this agreement will stay with the DLPU service address of the owner. The legal representative of the owner may transfer module ownership and the right to receive an electric bill credit to a new or existing electrical customer of DLPU who has established a service account within the DLPU electrical service territory by completing the Ownership Assignment form attached to this agreement as “Appendix B”.

7. **CREDITS.**

a) **Tax Credits.** Ownership of your module(s) may qualify you to receive energy tax credits. You are solely and exclusively responsible for determining whether you qualify for any tax credits and for applying for and obtaining any tax credits and or benefits that may be available. No representation or guaranty is made by DLPU that you will qualify for any type of tax credits or the amount or value of any such credits that might be available. DLPU will not track any credits for you or apply for any credits for you. You acknowledge and agree that you have not relied upon any tax information or advice from DLPU as to whether or not a purchase of module(s) will be eligible for any tax credits or benefits. Any questions or concerns regarding possible tax credits should be made to your own tax or legal advisors.

b) **Renewable Energy Credits.** DLPU claims no interest in any renewable or environmental attributes, referred to as Renewable Energy Credits (“REC”) associated with the generation of electricity from your module(s). You understand that you are solely and exclusively responsible for applying for and obtaining any REC or other benefits that may be available as a result of your ownership and participation in the CSG. No representation or guaranty is made by DLPU that you will qualify for any type of REC or the amount or value of any such credits that may be available. DLPU will not track or apply for any REC for you. You acknowledge and agree that you
have not relied upon any advice from DLPU as to whether a purchase of any module(s) will qualify for any REC or other environmental or associated financial benefits. Any questions or concerns regarding possible REC should be made to your own legal or business advisor.

8. **DAMAGE OR DESTRUCTION.** In the event of damage or destruction of the CSG in whole or in part DLPU will evaluate and decide whether to rebuild, restore or abandon the CSG. No credit or refund will be given to you for anticipated future electrical service credits if DLPU elects not to rebuild or restore the CSG and instead abandons the CSG, at which time the operational life of the CSG and any module(s) owned by you will terminate.

9. **DISCLAIMER OF WARRANTIES.** You acknowledge, understand and agree that DLPU has made no representation, warranty or promise with respect to any aspect of this agreement or the module(s) purchased by you, including but not limited to the performance of the CSG and your module(s), the amount of any potential electric bill credit, the production of electricity by the CSG and your module(s) or the duration of the CSG. BY SIGNING THIS AGREEMENT YOU ACKNOWLEDGE AND AGREE THAT THE MODULES ARE PURCHASED AS IS WHERE IS WITHOUT WARRANTY, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, ALL OF WHICH ARE DISCLAIMED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE.

9. **DATA PRACTICES.** The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, applies to all data provided, created, collected, received, stored, used, maintained, or disseminated by the DLPU and you pursuant to this Agreement.

10. **ENTIRE AGREEMENT.** This document represents and is the entire agreement between DLPU and you regarding your purchase and ownership of the module(s) and the exclusive use of those modules by DLPU in the CSG. By signing this Agreement you are obtaining the benefit of the number of modules you purchase subject to this agreement computed on an aggregate basis pursuant to the terms stated herein.

Detroit Lakes Public Utilities thanks you for your participation in the Detroit Lakes Community Solar Garden.

CUSTOMER

____________________________________________________
By:

____________________________________________________
By:

____________________________________________________
By:

____________________________________________________
Date:

DETOURITE LAKES PUBLIC UTILITIES

____________________________________________________
By:

____________________________________________________
Its:

____________________________________________________
By:

____________________________________________________
Date: ____________________________

Please sign and return this agreement to Detroit Lakes Public Utilities, attention Community Solar Garden, 1025 Roosevelt Avenue, P.O. Box 647, Detroit Lakes, MN 56502-0647. Call 218.846.7133 with questions.