

**CROW WING POWER**  
**COMMUNITY SOLAR AGREEMENT**

This Community Solar Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_, 20\_\_\_\_, by and between Crow Wing Cooperative Power and Light Company (“CWP”), whose mailing address is PO Box 507, Brainerd, Minnesota 56401 and the Member (“Member”) identified as follows:

Member Name \_\_\_\_\_

Account # \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip \_\_\_\_\_

**Recitals:**

- A. CWP is building a community solar production facility at its headquarters located at 17330 Highway 371 North, Brainerd, MN 56401 (the “Solar Facility”). The Solar Facility consists of a system of solar photovoltaic panels (“solar panels”) that convert the sun’s light into electricity.
- B. CWP members have the opportunity to purchase the output from the Solar Facility in the form of Solar Share Production Credits. Production Credits are measured in the form of kilowatt-hours (kWh) of electricity produced.
- C. Each member may purchase the output from ½ solar share up to, but not to exceed, their electric kWh use. Maximum shares will be determined by comparing the estimated annual output of the solar share(s) to the annual General Service use historically consumed at the service address.
- D. The output of a solar share shall be determined each month by dividing the total amount of electricity produced by the Solar Facility (as measured in kilowatt-hours) by the total number of shares of the Solar Facility, and then multiplying that amount by the number of shares the Member owns. The result of that calculation is the Member’s Solar Share Production Credit.
- E. Member will receive a credit on member’s monthly invoice from CWP for the Service Address (location the subscription is purchased for) for Member’s Solar Share Production Credits as more fully detailed below.

F. Additional terms of this Agreement are more specifically described below.

**NOW, THEREFORE, CWP and Member agree as follows:**

1. **Member's Purchase of Solar Share Output.** Member hereby purchases the output of \_\_\_\_\_ Shares, and accordingly, CWP hereby agrees to provide to Member the monthly Solar Share Production Credits based upon those Shares.

2. **Purchase Price.** Member's purchase price is \$\_\_\_\_\_. That purchase price is based upon the number of Units purchased multiplied by \$1300. (Number of Shares \_\_\_\_\_ x \$1300 per share = \$\_\_\_\_\_ Purchase Price)

3. **Payment Options.** Participating members have two payment options. Please check the box indicating the option you choose.

Member may elect to pay in full at the time of executing this agreement.

Member may elect to pay a partial amount up front as a down payment with the balance due and payable by April 1, 2017. For each full share the member chooses to purchase, the down payment required is \$500. For each ½ share, the down payment required is \$250. Member will receive a monthly invoice after making their down payment, showing the amount yet due, and allowing for multiple payment opportunities prior to April 1, 2017.

4. **Solar Energy Credit – Monthly Production Credit.** Member will receive Solar Production Credits on CWP's monthly invoice to Member as an offset against kilowatt-hours billed for general electric service provided by CWP to the Service Address.

4.1 The maximum amount of Solar Share Productions Credits that will be applied to each monthly invoice is the amount of kWh invoiced prior to application of the Production Credits. Any excess Production Credits will be rolled over and applied first to the next monthly invoice.

4.2 The maximum amount of Solar Share Production Credits that will be applied to the last monthly invoice during the Term of this Agreement or any extension of the term, is the amount of kWh invoiced prior to application of the Production Credits. Unused credits have no monetary value and cannot be redeemed by the Member if unused.

5. **Term.** This Agreement shall be effective beginning on the in-service date for the Solar Facility, and will continue for a period of twenty years (the "Term"), subject to early termination as provided in this Agreement. An annual extension of the Agreement will be considered at CWP's sole discretion at the end of the initial Term depending primarily upon the Solar Facility condition and output. Any Extension will be covered under a separate agreement.

6. **CWP's Repurchase Right.** In CWP's sole discretion, CWP may, at any time and from time to time, elect to repurchase all or any portion of Member's Units and associated rights to receive Solar Share Production Credits, and Member is obligated to sell such Shares and associated rights to CWP as follows:

6.1 CWP will notify Member that CWP has elected to exercise its repurchase right. (the "Repurchase Notice").

6.2 The Repurchase Price for each Member's Solar share will be equal to the Member's original Purchase Price reduced by 5% for each year that the Solar Facility has been in service. Therefore, after this Agreement has been in effect for twenty (20) years, the repurchase price will be \$0.

6.3 Within 30 days after sending the Repurchase Notice, CWP will send payment to Member in an amount equal to the sum of the Repurchase Price plus the monetary value (based upon Member's then current rate) of any earned Production Credits not yet credited to an invoice for the Service Address. Upon payment by CWP, Member's right to receive Solar Share Production Credits from the Units repurchased ends, and CWP will have no further obligation to Member with regard to those Units.

6.4 This Agreement will terminate effective upon repurchase by CWP of all of Member's Units and associated rights to receive Solar Share Production Credits.

7. **Environmental Attributes.** Member grants to CWP and agrees that CWP as Solar Facility Owner will retain all Environmental Attributes associated with the Solar Facility.

7.1 "Environmental Attributes" means any and all rights, credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, resulting from the environmental or renewable characteristics or attributes of the Solar Facility or the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water, which are deemed of value by CWP, in each case now or hereafter created or recognized by any governmental authority or independent certification association with the Solar Facility, including without limitation any renewable energy credits or similar rights arising under any federal or state renewable portfolio standard, the Center for Resource Solution's Green-e program and any credits, offsets or similar rights arising under any federal or state carbon legislation or regulation or any voluntary or government-mandated carbon trading program. Environmental Attributes also include but are not limited to: (a) any avoided emissions of pollutants to the air, soil, or water such as (subject to the foregoing) sulfur oxides (Sox), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (b) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere.

8. **Member Has Right in Output Only-No Other Rights in Solar Facility.** Member has no access right to the Solar Facility for any purpose. Member has no rights of ownership,

possession, or control of the Solar Facility or any part thereof, and this Agreement does not convey to Member any right, title or interest in or to any portion of any property (tangible or intangible, real or personal) underlying or comprising any portion of the Solar Facility. Member's only right in the Solar Facility is to receive Solar Share Production Credits based upon the number of shares paid for as provided in this Agreement.

9. **CWP to Maintain Solar Facility.** During the Term of this Agreement CWP will reasonably maintain the Solar Facility.
10. **Disclaimer of Warranties.** Member is not relying on any representation, warranty or promise with respect to the Solar Facility made by or on behalf of CWP, except to the extent specifically stated in this Agreement. MEMBER ACKNOWLEDGES AND AGREES THAT THE SOLAR FACILITY IS BEING USED BY CROW WING POWER "AS IS," "WHERE IS," AND WITHOUT WARRANTY. ANY WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
11. **No Change in Other Rights and Obligations of Member.** Nothing in this Agreement shall be deemed to alter or modify any rate, charge, term or condition of the electric service provided by CWP to Member or to modify in any way Member's rights and obligations as a member of CWP. All of CWP's rates, charges, terms and conditions of electric service shall remain subject to change in accordance with applicable law at any time.
12. **Refund if Solar Facility Not Built.** In the event the Solar Facility is not subscribed to the extent acceptable to CWP and never completed, Member will be refunded the full amount of Member's Purchase Price or the portion of the Full Purchase Price that has been paid to date.
13. **Transfer/Assignment.** Member may request that CWP: (a) permit Member to change the Service Address to another Service Address within CWP's service territory for which Member is obligated to pay CWP for electric service, or (b) permit Member to assign this Agreement to another individual or entity provided such assignee's Service Address is located within CWP's service territory. Member must notify CWP of such proposed change or assignment in writing at least 30 days prior to the proposed effective date of such change or assignment, which notice must include:
  - Member's name and mailing address
  - The current Service Address
  - The new Service Address (if applicable)
  - The name of the individual or entity to whom Member is requesting to assign this Agreement (if applicable) and the consideration (if any) proposed to be provided to Member for such assignment; and
  - The proposed effective date of such proposed change or assignment.

CWP will notify Member within 14 days whether Member's request is approved.

**13.1** CWP may, in connection with its consideration of such a request, elect, in its sole discretion, to repurchase all or any portion of Member's Units and associated rights to receive Production Credits.

**13.2** The value of any consideration to be provided to Member for assignment of this Agreement may not exceed the purchase price that would apply if CWP were repurchasing Member's shares and related rights to receive Solar Share Production Credits.

**13.3** Upon any assignment of this Agreement pursuant to this Section, Member will surrender all right, title and interest in and to this Agreement. No assignment will extend the Term of this Agreement.

**13.4** Except as provided above in this Section, Member may not assign, gift, bequeath or otherwise transfer any of its rights or obligations under this Agreement to any other individual or entity for any purpose, including without limitation, as security for any debt or obligation. Any attempted assignment in violation of this Section shall be null and void.

**14. Notices.** All notices, requests, consents, and other communications to a party under this Agreement must be in writing, delivered to the mailing address for such party stated above, and will be deemed delivered upon the earlier of (a) three business days after being deposited in certified or registered mail, return receipt requested, postage prepaid, or (b) the following business day after being delivered to a reputable overnight courier service.

**15. Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous proposals, whether oral or written, negotiations, representations, commitments, writings and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**16. Governing Law/Jurisdiction/Venue.** This Agreement shall be deemed to have been made in, and shall be construed under, the laws of the State of Minnesota, without regard to the principles of conflicts of laws thereof. The parties acknowledge and agree that a court of competent jurisdiction located in Crow Wing County, Minnesota, shall have exclusive jurisdiction and venue in any action or proceeding arising under or relating to this Agreement.

**17. Force Majeure.** In no event shall a party to this Agreement have any claim or right against the other party for any failure of performance by such party if such failure of performance is caused by, or is the result of, causes beyond the reasonable control of such other party, including, but not limited to, cable cut by a third party, act of God, fire, flood or other natural catastrophe, laws, orders, rules, regulations, directions or actions of governmental authorities having jurisdiction, or any civil or military authority, national

emergency, insurrection, riot or war, strike, lockout, work stoppage or other labor difficulty; or other similar occurrence beyond the control of a party.

**18. Recitals.** The Recitals to this Agreement are made a part of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date first written above.

Crow Wing Power and Light Co:

Member:

(CWP)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**TRANSFER/ASSIGNMENT OPTION**

**Member/Transferor:**

**Transferee/Assignee:**

Member Name \_\_\_\_\_

Member Name \_\_\_\_\_

Account # \_\_\_\_\_

Account # \_\_\_\_\_

Service Address \_\_\_\_\_

Service Address \_\_\_\_\_

City \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Zip Code \_\_\_\_\_

**IN WITNESS WHEREOF**, CWP, the Member, and the Transferee/Assignee Candidate agree to a Transfer or Assignment as allowed by mutual consent in the Agreement above as of \_\_\_\_\_, 20\_\_\_. All terms and conditions of the Agreement apply to the Transferee/Assignee for the remaining term of the Agreement.

Crow Wing Power and Light Co:

Member/Transferor:

(CWP)

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Transferee/Assignee:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_