

Work Session
Monday, June 2, 2025 5:30 PM Mountain

District Office
527 Industrial Park Road
Brush, CO 80723

1. Superintendent's Evaluation
2. BOE & Superintendent Agreements
3. Review Draft 25-26 Strategic Plan
4. Board Goals
5. BSC Site Plan
6. Finance:
 1. Property Insurance Eric Slinger, HUB - Property Insurance Discussion
 2. Little Beets Business Models and Recommendation for 25-26
 3. Energy: Example Xcel Bill and Pivot Energy Agreement



Brush School District

Superintendent Evaluation

Process Description: This evaluation will be conducted on an annual basis to coincide with the board of education's decision to renew, extend, or non-renew the superintendent's contract for employment. It is expected each individual board member will complete this document, while also taking into consideration additional feedback solicited formally and/or informally from staff members, parents, and community members. The board will then gather to create a final single document to be shared with the superintendent at the time of his or her annual performance review.

Timelines: Feedback will be solicited, this evaluation form will be completed by each individual board member, a final document will be compiled, and the results will be shared with the superintendent before a contract decision is made by the board of education before the first day of March each year.

Scoring: Each performance indicator will be scored as a whole, as well as based on specific itemized job expectations outlined relating to each job duty. A final overall rating of Ineffective, Effective, or Highly Effective will be determined by the board of education as a whole. It is understood this final indicator will carry absolutely no weight in regard to the board's decision to renew, extend, or non-renew the superintendent's contract. It is also understood the guiding purpose of this process is to provide an avenue by which the board of education and superintendent of schools might agree to the specific roles the superintendent should play in the operation of the district, and a way in which the board of education might specifically commend the superintendent of schools for work well done while also clearly indicating areas in which the superintendent of schools should focus his or her energy on improvement.



Brush School District's Role of the Superintendent

1. **Students First:** The Superintendent will guide the establishment of and then communicate, promote, and advocate for them throughout the educational community, then guide the district staff toward their achievement of:
 - a. A district vision
 - b. A district mission
 - c. A set of core beliefs
 - d. A graduate profile

2. **Learning Environment:** The Superintendent will foster a culture of a healthy, effective, and safe learning environment
 - a. Ensure through professional development, that every teacher in every subject area at every grade level knows what skills (aligned to state standards) need to be taught to students
 - b. Have the materials needed to support such instruction
 - c. Effectively assess whether students have learned content instructed
 - d. Adjust instruction as needed to master curriculum concepts
 - e. Ensure all teachers are guided by an effective instructional leader who supports their professional growth and development so they deeply engage all students in learning and students grow academically.

3. **Facilities & Assets:** The Superintendent ensures the proper use and upkeep of district facilities and assets.
 - a. Maintain an inventory of assets
 - b. Align their use to support the vision
 - c. Supervise the maintenance and care of all facilities
 - d. Ensure the efficient use of buildings and structures to best support district and community programming
 - e. Establish a plan for and anticipate major renovation needs
 - f. Anticipate future facilities needs based on shifting demographics
 - g. Keep an up-to-date facilities master plan
 - h. Develop a long term plan for transportation, safety, wellness, and technology

4. **Finance:** The Superintendent will actively advocate for the greater financial and political interests of the school district in a variety of arenas.
 - a. Ensure all students have access to a wide variety of education opportunities
 - b. Secure and invest the resources necessary to effectively implement the district's vision and learning outcomes
 - c. Advocate for needed resources at the state & local level within the community and through foundations
 - d. Apply for, secure, and manage grants

- e. Collaborate with external entities for the benefit of district students
 - f. Procure necessary materials and equipment to implement the district instruction plan
 - g. Oversee expenditures, report them to the Board and seek approval
 - h. Ensure a clean and thorough annual audit
5. **Legal Governance:** The Superintendent will support the Board of Education in the legal, ethical, and effective governance of the school district.
- a. Communicate, revise, and enforce policy, including those related to the annual calendar, curriculum, and graduation requirements.
 - b. Advise the Board in making decisions to ensure transparency and alignment to policies
 - c. Establish an annual budget including staffing levels, and oversee expenditures within budgetary limits
 - d. Submit required state reports.
6. **High Quality Staff:** The Superintendent is responsible for actively attracting, retaining, and developing a high-quality education workforce at all levels.
- a. Promote the district to attract employees
 - b. Recommend for hire, then support and evaluate principals
 - c. Recommend staffing levels, employees for hire, and dismissal or nonrenewal when necessary
 - d. Ensure employees are effectively supervised, evaluated, and supported in day-to-day matters
 - e. Provide employees with role specific professional development while adhering to all state and federal employer requirements.
7. **Communication:** The Superintendent will effectively represent the school district through a variety of communication formats, by building relationships, and being visible and accessible in school and in the community.
- a. Engage the community
 - b. Solicit input from community when impactful decisions are made
 - c. Guide the work of committees
 - d. Effectively working with the Press
 - e. Communicate consistently and transparently reporting progress and promoting district accomplishments
8. **Strategic Planning:** The Superintendent will develop a strategic plan.
- a. Develop attainable goals with benchmarks including summative and interim data
 - b. Create a system and a culture of accountability.

Indicator 1:

Students First: The Superintendent will guide the establishment of and then communicate, promote, and advocate for them throughout the educational community, then guide the district staff toward their achievement of:

- A district vision
- A district mission
- A set of core beliefs
- A graduate profile



Description of Ineffective Performance:

There is very little evidence of this.

Description of Effective Performance:

The district has a vision, mission, a set of core beliefs statements, and the makings of a graduate profile that was somewhat created collaboratively and is generally communicated throughout the educational community, and some staff members adhere to them.

Description of Highly Effective Performance:

The district’s vision, mission, core beliefs, and graduate profile are created and agreed upon by key staff and community stakeholders, revisited for relevancy on an annual basis, and adjusted or changed when necessary. They are also clearly and consistently communicated by the superintendent, promoted throughout the entire educational community, and it is evident they are being adhered to at all levels of the educational system.

- (I) (E) (H) Vision, mission, core beliefs, and graduate profile are collaboratively created.
- (I) (E) (H) Revisited on an annual basis and adjusted to ensure relevance when necessary.
- (I) (E) (H) Communicated and consistently promoted throughout the entire educational community.
- (I) (E) (H) Are being adhered to at all levels of the educational system.

General Comments:

Indicator 2:

Learning Environment: The Superintendent will foster a culture of a healthy, effective, and safe learning environment

- Ensure through professional development, that every teacher in every subject area at every grade level knows what skills (aligned to state standards) need to be taught to students
- Have the materials needed to support such instruction
- Effectively assess whether students have learned content instructed
- Adjust instruction as needed to master curriculum concepts
- Ensure all teachers are guided by an effective instructional leader who supports their professional growth and development so they deeply engage all students in learning and students grow academically.

Ineffective	Effective	Highly Effective
(1)	(2) (3)	(4) (5)

Description of Ineffective Performance:

There is very little evidence of this.

Description of Effective Performance:

The superintendent provides teachers with a curriculum covering many subject areas at most grade levels, most teachers have been trained in how to access and use the curriculum, most teachers have adequate resources needed to teach the curriculum, and many teachers are instructing the curriculum.

Description of Highly Effective Performance:

The superintendent facilitates the development of an up to date, standards-aligned, well designed, rigorous teacher-mapped curriculum covering all subject areas at all grade levels. The curriculum is readily accessible to each teacher, and all have been trained on how to access and use it. All teachers have access to and use engaging resources with which to teach the curriculum as intended, and there's clear evidence they faithfully instruct the curriculum as designed.

(I) (E) (H) A rigorous teacher-mapped, standards-aligned curriculum is available in all subject areas in all grades.

(I) (E) (H) The curriculum is readily accessible to each teacher.

(I) (E) (H) The curriculum is consistently updated and checked for alignment to standards.

(I) (E) (H) Teachers are trained on how to access and apply the curriculum.

(I) (E) (H) Teachers have access to engaging resources needed to teach and differentiate the curriculum.

(I) (E) (H) It is evident teachers instruct the curriculum in an engaging manner.

General Comments:

Indicator 3:

Facilities & Assets: The Superintendent ensures the proper use and upkeep of district facilities and assets.

- Maintain an inventory of assets
- Align their use to support the vision
- Supervise the maintenance and care of all facilities
- Ensure the efficient use of buildings and structures to best support district and community programming
- Establish a plan for and anticipate major renovation needs
- Anticipate future facilities needs based on shifting demographics
- Keep an up-to-date facilities master plan
- Develop a long term plan for transportation, safety, wellness, and technology

Ineffective	Effective	Highly Effective
(1)	(2) (3)	(4) (5)

Description of Ineffective Performance:

There is very little evidence of this.

Description of Effective Performance:

The superintendent refers to the district’s facilities plan when making facilities repairs and creates long term plans for facilities, transportation, safety, wellness, and technology.

Description of Highly Effective Performance:

The superintendent anticipates future facilities needs based on shifting demographics, prioritizes facilities improvements, keeps the facilities plan up to date, solicits input from operations staff before making key facilities improvement decisions, aligns district resources to achieve all instructional and operations goals, and actively seeks to secure resources to support the implementation of these plans. The superintendent refers to the district’s facilities plan when making facilities repairs and creates long term plans for facilities, transportation, safety, wellness, and technology.

- (I) (E) (H) Supervise the maintenance and care of all facilities
- (I) (E) (H) Ensure the efficient use of buildings and structures
- (I) (E) (H) Establish a plan for and anticipate major renovation needs
- (I) (E) (H) Anticipates future facilities needs based on shifting demographics
- (I) (E) (H) Keeps an up-to-date facilities master plan
- (I) (E) (H) Develop long term plan for transportation, safety, wellness, and technology

General Comments:

Indicator 4:

Finance: The Superintendent will actively advocate for the greater financial and political interests of the school district in a variety of arenas.

- Ensure all students have access to a wide variety of education opportunities
- Secure and invest the resources necessary to effectively implement the district’s vision and learning outcomes
- Advocate for needed resources at the state & local level within the community and through foundations
- Apply for, secure, and manage grants
- Collaborate with external entities for the benefit of district students
- Procure necessary materials and equipment to implement the district instruction plan
- Oversee expenditures, report them to the Board and seek approval
- Ensure a clean and thorough annual audit

Ineffective	Effective	Highly Effective
(1)	(2) (3)	(4) (5)

Description of Ineffective Performance:

There is very little evidence of this.

Description of Effective Performance:

The superintendent makes sure teachers have the resources they need to implement the district's instruction plan and oversees expenditures, reports them to the BOE for approval, and ensures a clean annual audit.

Description of Highly Effective Performance:

The superintendent advocates for needed resources within the community including foundation and at the state and local levels. He/she applies for and manages grants and collaborates with external entities for the benefit of district students. The superintendent makes sure teachers have the resources they need to implement the district's instruction plan and oversees expenditures, reports them to the BOE for approval, and ensures a clean annual audit.

- (I) (E) (H) Advocate for needed resources at the state and local level
- (I) (E) (H) Advocate for resources within the community and through foundations
- (I) (E) (H) Apply for, secure, and manage grants
- (I) (E) (H) Collaborate with external entities for the benefit of district students
- (I) (E) (H) Procure necessary materials and equipment to implement the district instruction plan
- (I) (E) (H) Oversee expenditures, report them to the Board and seek approval, and ensure a clean annual audit

General Comments:

Indicator 5:

Legal Governance: The Superintendent will support the Board of Education in the legal, ethical, and effective governance of the school district.

- Communicate, revise, and enforce policy, including those related to the annual calendar, curriculum, and graduation requirements.
- Advise the Board in making decisions to ensure transparency and alignment to policies
- Establish an annual budget including staffing levels, and oversee expenditures within budgetary limits
- Submit required state reports.

Ineffective	Effective	Highly Effective
(1)	(2) (3)	(4) (5)

Description of Ineffective Performance:

There is very little evidence of this.

Description of Effective Performance:

The superintendent generally provides for the review of board policies, usually prepares necessary items and information for board meetings, often answers board member requests for information in a timely manner, ensures most meetings are conducted in a lawful manner, often communicates items of district importance and interest to the board, occasionally communicates the work of the board to the school community, and generally makes sure the proper chain of command is followed before items of concern reach the board of education.

Description of Highly Effective Performance:

The superintendent ensures board policies are constantly reviewed, revised, and updated, always prepares necessary items and information for board meetings in advance, always follows up on board member requests for information in a timely manner, ensures all meetings are conducted lawfully, regularly and effectively communicates items of district importance and interest to the board and the entire school community, and always ensures the proper chain of command is followed before items of concern reach the board of education.

(1) (E) (H) Board policies, annual calendar, curriculum, and graduation requirements are constantly reviewed, revised, and enforced.

(1) (E) (H) Ensure the Board makes decisions legally and transparently

(1) (E) (H) Establish an annual budget including staffing levels

(1) (E) (H) Oversee expenditures within budgetary limits

(1) (E) (H) Oversee the submission of required state reports

General Comments:

Indicator 6:

High Quality Staff: The Superintendent is responsible for actively attracting, retaining, and developing a high-quality education workforce at all levels.

- Promote the district to attract employees
- Recommend for hire, then support and evaluate principals
- Recommend staffing levels, employees for hire, and dismissal or nonrenewal when necessary
- Ensure employees are effectively supervised, evaluated, and supported in day-to-day matters
- Provide employees with role specific professional development while adhering to all state and federal employer requirements.

Ineffective	Effective	Highly Effective
(1)	(2) (3)	(4) (5)

Description of Ineffective Performance:

The superintendent adheres to all state and federal employer requirements, provides professional development to staff, and ensures all employees are supervised, evaluated, and supported. The superintendent recommends employees for hire, dismissal, or nonrenewal when necessary.

Description of Highly Effective Performance:

The superintendent promotes the district to attract employees. He/she recommends employees for hire and ensures employees are effectively supervised, evaluated and supported in day-to-day matters. The superintendent adheres to all state and federal employer requirements and provides role specific professional development to all employees. When necessary, the superintendent recommends employees for dismissal or nonrenewal.

The superintendent ensures . . .

- (1) (E) (H) Promote the district to attract employees
- (1) (E) (H) Recommend for hire, then support and evaluate principals
- (1) (E) (H) Recommend staffing levels, employees for hire, and dismissal or nonrenewal when necessary
- (1) (E) (H) Ensure employees are effectively supervised, evaluated, and supported in day-to-day matters
- (1) (E) (H) Provide employees with role specific professional development
- (1) (E) (H) Adhere to all state and federal employer requirements

General Comments:

Indicator 7:

Communication: The Superintendent will effectively represent the school district through a variety of communication formats, by building relationships, and being visible and accessible in school and in the community.

- Engage the community
- Solicit input from community when impactful decisions are made
- Guide the work of committees
- Effectively working with the Press
- Communicate consistently and transparently reporting progress and promoting district accomplishments

Ineffective	Effective	Highly Effective
(1)	(2) (3)	(4) (5)

Description of Ineffective Performance:

There is very little evidence of this.

Description of Effective Performance:

The superintendent oversees the development and implementation of a communication plan and communicates to staff and the community.

Description of Highly Effective Performance:

The superintendent effectively represents the school district through a variety of communication formats, builds relationships, and is visible and accessible in the school and the community. He/she communicates effectively and transparently with the staff and community including soliciting input when impactful decisions are made. The superintendent effectively works with the Press and transparently reports progress and promotes district accomplishments.

- (I) (E) (H) Engage the community
- (I) (E) (H) Solicit input from community when impactful decisions are made
- (I) (E) (H) Guide work of committees.
- (I) (E) (H) Effectively work with the Press
- (I) (E) (H) Communicate consistently and transparently reporting progress and promotes district accomplishments

General Comments:

Indicator 8:

Strategic Planning: The Superintendent will develop a strategic plan.

- Develop attainable goals with benchmarks including summative and interim data
- Create a system and a culture of accountability.

Ineffective	Effective	Highly Effective
(1)	(2) (3)	(4) (5)

Description of Ineffective Performance:

There is very little evidence of this.

Description of Effective Performance:

The superintendent creates a strategic plan with specific, measurable, attainable, relevant, and time-bound goals with specific action steps and metrics.

Description of Highly Effective Performance:

The superintendent works with the leadership team and other stakeholders to develop a high quality strategic plan aligned to an area based on data that will create the greatest impact on student outcomes. The strategic plan includes: specific, measurable, attainable, relevant, and time-bound goals with specific action steps and implementation and student outcome metrics.

- (I) (E) (H) Strategic plan includes SMART goal(s) specific to the school year
- (I) (E) (H) Strategic plan was based on data analysis and root cause analysis
- (I) (E) (H) Strategic plan includes specific action steps for implementation
- (I) (E) (H) District leaders and stakeholders were included in the development of the strategic plan
- (I) (E) (H) Strategic plan includes implementation and outcome metrics.
- (I) (E) (H) Strategic plan progress is shared with the Board of Education on a regular basis.

General Comments:

Overall General Comments:

What we would like the superintendent to continue doing:

- 1.
- 2.
- 3.
- 4.
- 5.

What we wish the superintendent would do differently:

- 1.
- 2.
- 3.
- 4.
- 5.

Indicator	Overall Rating				
	Score				
1.	(1)	(2)	(3)	(4)	(5)
2.	(1)	(2)	(3)	(4)	(5)
3.	(1)	(2)	(3)	(4)	(5)
4.	(1)	(2)	(3)	(4)	(5)
5.	(1)	(2)	(3)	(4)	(5)
6.	(1)	(2)	(3)	(4)	(5)
7.	(1)	(2)	(3)	(4)	(5)
8.	(1)	(2)	(3)	(4)	(5)

Average Total Rating

Ineffective	Effective			Highly Effective
(1)	(2)	(3)	(4)	(5)

Board President: _____ Date: _____

Superintendent: _____ Date: _____



OUR MISSION

Safely engaging every student, every day, in every classroom.

OUR VISION

Every student will be valued, supported, and empowered to become responsible and productive citizens.

BSD's Board/Superintendent Communication Agreements

We will support each other through the following Communication Agreements:

1. Confidentiality:

- a. There is an implicit expectation of confidentiality between Board members and the Superintendent
 - i. The Superintendent will note items as confidential as needed.
- b. Unless it is on the public agenda, do not share
- c. Not Board's job to distribute the information
- d. Must have good trust between superintendent and Board
- e. Celebrate/listen in public and correct in private
 - i. Create a culture of all staff members to know when/what information should/should not be shared

2. Non-emergency Communication: important information that does not rise to the level of an emergency:

- a. Weekly BOE email
- b. If an important item comes up prior to weekly email, an email will be sent with a group text to check email. BOE members will not reply to group text.
- c. Strong report during Board meeting (items that can wait until the Board meeting)
 - i. By Friday before the Board meeting
 - ii. Written Report
- d. Board members will review Board Packet and Weekly Updates prior to the each Board meeting

3. Emergency items:

- a. Superintendent will call Board president and Board president will contact and/or be available to the rest of the Board depending on circumstance

- b. If the Superintendent is able to, a group message will be sent to the BOE stating there is an emergency with a high-level summary of the situation, and letting them know they can contact the Board President if they have any questions.
- c. At the conclusion of the event, the Superintendent will send a message to the Board stating the situation has been resolved and any necessary information.

4. Group Texts

- a. Superintendent will send group text. Board members will not reply to group messages.
- b. Board members will reply individually to the Superintendent

5. Concerns:

- a. Listen and direct them back to the person they have the issue with
- b. Heads up to superintendent when:
 - 1. additional district communication is needed
 - 2. safety issue (i.e., Title IX, hazing)
 - 3. needed policy revisions
 - 4. Board member would like feedback &/or mentoring when dealing with difficult situation
- ii. When needed, guide the person providing the concern through the proper channels.
- c. If a Board member has a concern or question, they will direct it to the Superintendent. The Superintendent is responsible for looking into the matter and reporting back to the Board member.
- d. If concern goes through the proper channels including the Superintendent without resolution, the Board member will meet individually with the Superintendent.
 - i. If they do not reach a resolution, then two Board members will meet with the Superintendent before going to a full board meeting.

6. Employee Relations: Board members are consistently recognized as Board members regardless of the situation. Board members may reach out to staff members for personal reasons and to show care and kindness.

7. Split decisions:

- a. Once the vote is set, everyone will stand by the decision
- b. Do not devalue someone with different experiences/opinions; respect individual differences

8. News: When the school district receives inquiries from news outlets, the Superintendent will be the sole provider of the information.

9. BOE Public Message: The BOE president or designee will deliver an agreed upon message approved by the BOE when a message must be sent on behalf of the BOE.



OUR MISSION

Safely engaging every student, every day, in every classroom.

OUR VISION

Every student will be valued, supported, and empowered to become responsible and productive citizens.

BSD Governance Team's Norms

1. BSD's BOE decisions are primarily focused on increasing student outcomes and experiences.
2. BSD's BOE and Superintendent will hold themselves and each other to the highest level of accountability and proper channels.
3. BSD's BOE will maintain appropriate transparency at all levels.
4. BSD's BOE will assume good intent and respect the roles of all stakeholders.
5. BSD's BOE will strive to create and maintain a Board culture that promotes respect and understanding.
6. BSD's BOE will make fact-based decisions.
7. BSD's BOE will uphold and support the decisions of the Board once made.
8. BSD's BOE will maintain intentional training and ongoing professional development.



MAILING ADDRESS		ACCOUNT NUMBER	DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3	04/30/2025
STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE	
922585865	04/10/2025	\$27,536.07	

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Please Call: 1-800-481-4700
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

ACCOUNT BALANCE *(Balance de su cuenta)*

Previous Balance	As of 02/25	\$31,988.58
Payment Received	Online Payment 03/19	-\$31,988.58 CR
Balance Forward		\$0.00
Current Charges		\$27,536.07
Amount Due <i>(Cantidad a pagar)</i>		\$27,536.07

PREMISES SUMMARY

PREMISES NUMBER	PREMISES IDENTIFIER	PREMISES DESCRIPTOR	CURRENT BILL
300809417	420 GLACIER AVE		\$635.87
301171470	1125 EATON ST BLDG PUMP		\$14.41
301309852	527 INDUSTRIAL PARK RD		\$191.60
301740844	1716 MILL ST UNIT SIGN-H S		\$115.69
301759482	400 CENTER ST		\$13.42
301762551	527 INDUSTRIAL PARK RD		\$1,097.02
301914834	612 1/2 RAY ST UNIT ROOM		\$884.25
302129621	THOMSON SCHOOL 422 RAY ST		\$3,639.02
304806447	400 WEST AVE UNIT NEW		\$19,874.00
304855078	400 WEST AVE UNIT STADIUM		\$1,070.79
Total			\$27,536.07

INFORMATION ABOUT YOUR BILL

Now that you have a new electric meter, your monthly bill will look different than it has in the past and will show your electric use during different segments of the day. You can also sign up at xcelenergy.com/MyAccount to see your billing history and other helpful information.

RETURN BOTTOM PORTION WITH PAYMENT ONLY • PLEASE DO NOT INCLUDE OTHER REQUESTS • SEE BACK OF BILL FOR CONTACT METHODS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

----- manifest line -----



SCHOOL DIST RE-2J
 527 INDUSTRIAL PARK RD
 BRUSH CO 80723-2914

ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
53-1982226-3	04/30/2025	\$27,536.07	

Please see the back of this bill for more information regarding the late payment charge.
 Make your check payable to XCEL ENERGY

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			



XCEL ENERGY
 P.O. BOX 660553
 DALLAS TX 75266-0553



31 53043025 19822263 0000275360700002753607

048144 1/11



11



MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914	53-1982226-3		04/30/2025
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	922585865	04/10/2025	\$27,536.07

INFORMATION ABOUT YOUR BILL

Thank you for your payment.

Convenience at your service - Pay your bills electronically-fast and easy with Electronic Funds Transfer. Call us at 1-800-481-4700 or visit us at www.xcelenergy.com.



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today! There are three ways to contribute:



1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
2. **CHECK THE RED BOX** on the front-left side of this payment stub AND select a tax-deductible contribution below.

MONTHLY DONATION:

\$20 _____ \$10 _____ \$5 _____ Other _____

3. Make a one-time, tax-deductible contribution of \$ _____
Enclose this form with your Xcel Energy payment. Or, mail to:
ATTN PAR Dept., PO BOX 8, EAU CLAIRE, WI 54702-0008
(Please make your check payable to Energy Outreach Colorado.)

Customers that choose to donate will have account information securely shared with Energy Outreach Colorado for tax purposes only.





MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

SERVICE ADDRESS: 420 GLACIER AVE BRUSH, CO 80723-1324
 NEXT READ DATE: 05/01/25

ELECTRICITY SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 300809417
 INVOICE NUMBER: 1175248024

METER READING INFORMATION				
METER 45004253 - Multiplier x 160		Read Dates: 02/28/25 - 03/17/25 (17 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	68684 Actual	68559 Actual	125	20000 kWh
Demand	Actual			132.8 kW
Billable Demand				132 kW

ELECTRICITY CHARGES RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Secondary General	20000 kWh	\$0.008530	\$170.60
ECA Q1	20000 kWh	\$0.028250	\$565.00
Distribution Demand	75.25 kW	\$9.360000	\$704.34
Gen & Transm Demand	75.25 kW	\$9.110000	\$685.53
Trans Cost Adj	75.25 kW	\$1.800000	\$135.45
Purch Cap Cost Adj	75.25 kW	\$0.850000	\$63.96
Trans Elec Plan	75.25 kW	\$0.540000	\$40.64
Demand Side Mgmt	75.25 kW	\$2.160000	\$162.54
Renew. Energy Std Adj			\$25.28
Colo Energy Plan Adj			\$25.28
Subtotal			\$2,578.62

METER READING INFORMATION				
METER 359267213		Read Dates: 03/17/25 - 03/30/25 (13 Days)		
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE	
Total Energy	17469 Actual	0 Actual	17469 kWh	
Demand	Actual		163.2 kW	
Billable Demand			163 kW	

ELECTRICITY CHARGES RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$88.07
Secondary General	17469 kWh	\$0.008530	\$149.01
ECA Q1	17469 kWh	\$0.028250	\$493.50
Distribution Demand	70.63 kW	\$9.360000	\$661.10
Gen & Transm Demand	70.63 kW	\$9.110000	\$643.44
Trans Cost Adj	70.63 kW	\$1.800000	\$127.13
Purch Cap Cost Adj	70.63 kW	\$0.850000	\$60.04
Trans Elec Plan	70.63 kW	\$0.540000	\$38.14
Demand Side Mgmt	70.63 kW	\$2.159989	\$152.56
Renew. Energy Std Adj			\$24.11
Colo Energy Plan Adj			\$24.11
Energy Assistance Chg			\$0.46
Energy Assistance Chg			\$0.35
Subtotal			\$5,040.64
Franchise Fee		3.00%	\$151.19
Total			\$5,191.83

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04/10/2025

53-1982226-3



MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

OTHER RECURRING CHARGES DETAILS

INVOICE NUMBER:	1175248014
ADDRESS:	420 GLACIER AVE BRUSH, CO 80723-1324

DESCRIPTION	USAGE UNITS	UNIT CHARGE	QTY	CHARGE
Install Number 235644 02/28/25 to 03/29/25 155 WATT LED DK-DN PLL OPT A				
Parking Lot Lights	271 kWh	\$18.69	5	\$93.45
Trans Cost Adj				\$0.93
Demand Side Mgmt				\$1.04
Purch Cap Cost Adj				\$0.29
ECA Q1				\$8.47
Renew. Energy Std Adj				\$1.04
Colo Energy Plan Adj				\$1.04
Subtotal				\$106.26
Franchise Fee				\$3.19
Total				\$109.45

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	CHARGE
Solar* Rewards Community Solar Production Credit	
Solar Production Period	March 2025
SRC067949 Production Credit	61411.20 kWh x -0.075970
	- \$4,665.41 CR
Total	- \$4,665.41 CR

Premises Total **\$635.87**

DAILY AVERAGES	Last Year	This Year
Temperature	41° F	45° F
Electricity kWh	1225.0	1249.0
Electricity Cost	\$42.59	\$17.55



ENROLL IN AUTO PAY

NO LATE FEES, NO WORRIES.

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MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

SERVICE ADDRESS: 1125 EATON ST BLDG PUMP BRUSH, CO 80723-2403
NEXT READ DATE: 05/01/25

ELECTRICITY SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 301171470
INVOICE NUMBER: 1175246384

DAILY AVERAGES	Last Year	This Year
Temperature	40° F	45° F
Electricity kWh	0.3	0.3
Electricity Cost	\$0.44	\$0.46

METER READING INFORMATION			
METER 360495382		Read Dates: 02/27/25 - 03/30/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Mid Pk Energy	1 Actual	0 Actual	1 kWh
On-Peak Energy	1 Actual	0 Actual	1 kWh
Off-Peak Energy	7 Actual	0 Actual	7 kWh
Total Energy	9 Actual	0 Actual	9 kWh
Demand	Actual		0.016 kW
Billable Demand			0 kW

ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$12.00
Commercial Service	9 kWh	\$0.060580	\$0.55
Trans Cost Adj	9 kWh	\$0.006090	\$0.05
ECA Q1	9 kWh	\$0.028430	\$0.26
Demand Side Mgmt	9 kWh	\$0.007778	\$0.07
Purch Cap Cost Adj	9 kWh	\$0.002720	\$0.02
Trans Elec Plan	9 kWh	\$0.001610	\$0.01
RDA	9 kWh	-\$0.002460	-\$0.02 CR
Renew. Energy Std Adj			\$0.13
Colo Energy Plan Adj			\$0.13
Energy Assistance Chg			\$0.81
Subtotal			\$14.01
Franchise Fee		3.00%	\$0.40
Total			\$14.41

Meter 000360495382 Max Demand 03/30/2025 00:15

Premises Total

\$14.41



ENROLL IN AUTO PAY

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MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

SERVICE ADDRESS: 527 INDUSTRIAL PARK RD BRUSH, CO 80723-2914
 NEXT READ DATE: 05/01/25

NATURAL GAS SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 301309852
 INVOICE NUMBER: 0556252223

METER READING INFORMATION			
METER 20412806		Read Dates: 02/28/25 - 03/31/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	6017 Actual	5813 Actual	204 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	204 ccf	x 0.940188	192 therms

NATURAL GAS CHARGES

RATE: CSG Commercial

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$49.44
Usage Charge	192 therms	\$0.250770	\$48.15
Interstate Pipeline	192 therms	\$0.052500	\$10.08
Demand Side Mgmt			\$5.55
Natural Gas Q1	192 therms	\$0.317500	\$60.96
GRSA			\$11.05
Energy Assistance Chg			\$0.81
Subtotal			\$186.04
Franchise Fee		3.00%	\$5.56
Total			\$191.60
Premises Total			\$191.60

YOUR MONTHLY NATURAL GAS USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	41° F	45° F
Gas Therms	16.2	6.2
Gas Cost	\$14.03	\$6.18



ENROLL IN AUTO PAY

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MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

SERVICE ADDRESS: 1716 MILL ST UNIT SIGN-H S BRUSH, CO 80723
 NEXT READ DATE: 05/01/25

ELECTRICITY SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 301740844
 INVOICE NUMBER: 1175247228

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	41° F	45° F
Electricity kWh	32.3	30.1
Electricity Cost	\$4.11	\$3.73

METER READING INFORMATION			
METER 66005727		Read Dates: 02/28/25 - 03/31/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	13492 Estimate	12560 Estimate	932 kWh

ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$12.00
Commercial Service	932 kWh	\$0.060580	\$56.46
Trans Cost Adj	932 kWh	\$0.006090	\$5.68
ECA Q1	932 kWh	\$0.028430	\$26.50
Demand Side Mgmt	932 kWh	\$0.007425	\$6.92
Purch Cap Cost Adj	932 kWh	\$0.002720	\$2.54
Trans Elec Plan	932 kWh	\$0.001610	\$1.50
RDA	932 kWh	-\$0.002460	-\$2.29 CR
Renew. Energy Std Adj			\$1.11
Colo Energy Plan Adj			\$1.11
Energy Assistance Chg			\$0.81
Subtotal			\$112.34
Franchise Fee		3.00%	\$3.35
Total			\$115.69
Premises Total			\$115.69

INFORMATION ABOUT YOUR BILL

This bill reflects an estimate. Actual charges will be billed once a meter reading is established. If you feel this estimate is above or below your average billing, please contact us at 1-800-481-4700.



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MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

SERVICE ADDRESS: 400 CENTER ST BRUSH, CO 80723-2434
NEXT READ DATE: 05/01/25

ELECTRICITY SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 301759482
INVOICE NUMBER: 1175245418

METER READING INFORMATION			
METER 89980348		Read Dates: 02/28/25 - 03/31/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	109469 Actual	109469 Actual	0 kWh
Demand	Actual		0 kW
Billable Demand			0 kW

ELECTRICITY CHARGES

RATE: C Commercial Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$12.00
Commercial Service	0 kWh	\$0.060580	\$0.00
Trans Cost Adj	0 kWh	\$0.006090	\$0.00
ECA Q1	0 kWh	\$0.028430	\$0.00
Demand Side Mgmt	0 kWh	\$0.006730	\$0.00
Purch Cap Cost Adj	0 kWh	\$0.002720	\$0.00
Trans Elec Plan	0 kWh	\$0.001610	\$0.00
RDA	0 kWh	-\$0.002460	\$0.00
Renew. Energy Std Adj			\$0.12
Colo Energy Plan Adj			\$0.12
Energy Assistance Chg			\$0.81
Subtotal			\$13.05
Franchise Fee		3.00%	\$0.37
Total			\$13.42
Premises Total			\$13.42



ENROLL IN AUTO PAY

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MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

SERVICE ADDRESS: 527 INDUSTRIAL PARK RD BRUSH, CO 80723-2914
NEXT READ DATE: 05/01/25

ELECTRICITY SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 301762551
INVOICE NUMBER: 1175245690

METER READING INFORMATION			
METER 352331734		Read Dates: 02/27/25 - 03/30/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	10457 Actual	0 Actual	10457 kWh
Demand	Actual		30.72 kW
Billable Demand			31 kW

DAILY AVERAGES	Last Year	This Year
Temperature	40° F	45° F
Electricity kWh	355.0	337.3
Electricity Cost	\$26.01	\$22.26

YOUR MONTHLY NATURAL GAS USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	41° F	45° F
Gas Therms	12.9	15.9
Gas Cost	\$11.51	\$13.13

ELECTRICITY CHARGES RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$88.07
Secondary General	10457 kWh	\$0.008530	\$89.20
ECA Q1	10457 kWh	\$0.028250	\$295.41
Distribution Demand	31 kW	\$9.360000	\$290.16
Gen & Transm Demand	31 kW	\$9.110000	\$282.41
Trans Cost Adj	31 kW	\$1.800000	\$55.80
Purch Cap Cost Adj	31 kW	\$0.850000	\$26.35
Trans Elec Plan	31 kW	\$0.540000	\$16.74
Demand Side Mgmt	31 kW	\$2.160000	\$66.96
Renew. Energy Std Adj			\$12.10
Colo Energy Plan Adj			\$12.10
Energy Assistance Chg			\$0.81
Subtotal			\$1,236.11
Franchise Fee		3.00%	\$37.06
Total			\$1,273.17

Meter 000352331734 Max Demand 03/04/2025 06:15

SERVICE ADDRESS: 527 INDUSTRIAL PARK RD BRUSH, CO 80723-2914
NEXT READ DATE: 05/01/25

NATURAL GAS SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 301762551
INVOICE NUMBER: 0556249750

METER READING INFORMATION			
METER 20830700		Read Dates: 02/28/25 - 03/31/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	16372 Actual	15847 Actual	525 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	525 ccf	x 0.940188	494 therms

NATURAL GAS CHARGES RATE: CSG Commercial

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$49.44
Usage Charge	494 therms	\$0.250770	\$123.88
Interstate Pipeline	494 therms	\$0.052500	\$25.94
Demand Side Mgmt			\$9.85
Natural Gas Q1	494 therms	\$0.317500	\$156.85
GRSA			\$28.43
Energy Assistance Chg			\$0.81

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53-1982226-3



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914	53-1982226-3	04/30/2025	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	922585865	04/10/2025	\$27,536.07

NATURAL GAS CHARGES**RATE: CSG Commercial**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Subtotal			\$395.20
Franchise Fee		3.00%	\$11.83
Total			\$407.03

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Solar*Rewards Community Solar Production Credit			
Solar Production Period		March 2025	
SRC067949 Production Credit	7676.40 kWh x -0.075970		- \$583.18 CR
Total			- \$583.18 CR

Premises Total**\$1,097.02**



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914	53-1982226-3	04/30/2025
	STATEMENT NUMBER	STATEMENT DATE
	922585865	04/10/2025
		AMOUNT DUE
		\$27,536.07

YOUR MONTHLY NATURAL GAS USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	41° F	45° F
Gas Therms	39.2	37.5
Gas Cost	\$31.69	\$28.52

SERVICE ADDRESS: 612 1/2 RAY ST UNIT ROOM BRUSH, CO 80723-1804
 NEXT READ DATE: 05/01/25

NATURAL GAS SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 301914834
 INVOICE NUMBER: 0556249261

METER READING INFORMATION			
METER 20594938		Read Dates: 02/28/25 - 03/31/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	3107 Actual	2020 Actual	1087 ccf

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Therm Multiplier	1087 ccf	x 1.070367	1163 therms

NATURAL GAS CHARGES RATE: CSG Commercial

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$49.44
Usage Charge	1163 therms	\$0.250770	\$291.65
Interstate Pipeline	1163 therms	\$0.052500	\$61.06
Demand Side Mgmt			\$19.38
Natural Gas Q1	1163 therms	\$0.317500	\$369.25
GRSA			\$66.93
Energy Assistance Chg			\$0.81
Subtotal			\$858.52
Franchise Fee		3.00%	\$25.73
Total			\$884.25
Premises Total			\$884.25

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04/10/2025

53-1982226-3



MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

SERVICE ADDRESS: THOMSON SCHOOL 422 RAY ST BRUSH, CO 80723-2426
 NEXT READ DATE: 05/01/25

ELECTRICITY SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 302129621
 INVOICE NUMBER: 1175244693

METER READING INFORMATION				
METER W51058T - Multiplier x 160			Read Dates: 02/28/25 - 03/31/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	52868 Actual	52662 Actual	206	32960 kWh
Demand	Actual			160 kW
Billable Demand				160 kW

ELECTRICITY CHARGES RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$88.07
Secondary General	32960 kWh	\$0.008530	\$281.15
ECA Q1	32960 kWh	\$0.028250	\$931.12
Distribution Demand	160 kW	\$9.360000	\$1,497.60
Gen & Transm Demand	160 kW	\$9.110000	\$1,457.60
Trans Cost Adj	160 kW	\$1.800000	\$288.00
Purch Cap Cost Adj	160 kW	\$0.850000	\$136.00
Trans Elec Plan	160 kW	\$0.540000	\$86.40
Demand Side Mgmt	160 kW	\$2.160000	\$345.60
Renew. Energy Std Adj			\$51.12
Colo Energy Plan Adj			\$51.12
Energy Assistance Chg			\$0.81
Subtotal			\$5,214.59
Franchise Fee		3.00%	\$156.41
Total			\$5,371.00

OTHER RECURRING CHARGES DETAILS

INVOICE NUMBER: 1175244678
 ADDRESS: THOMSON SCHOOL 422 RAY ST
 BRUSH, CO 80723-2426

DESCRIPTION	USAGE UNITS	UNIT CHARGE	QTY	CHARGE
Install Number 235640 02/28/25 to 03/30/25 100 WATT HPS DK-DN - CAL				
Area Lights	42 kWh	\$15.06	1	\$15.06
Trans Cost Adj				\$0.14
Demand Side Mgmt				\$0.17
Purch Cap Cost Adj				\$0.04
ECA Q1				\$1.31
Renew. Energy Std Adj				\$0.16
Colo Energy Plan Adj				\$0.16
Subtotal				\$17.04
Franchise Fee				\$0.51
Total				\$17.55





MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914	53-1982226-3	04/30/2025	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	922585865	04/10/2025	\$27,536.07

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	CHARGE
Solar*Rewards Community Solar Production Credit Solar Production Period	March 2025
SRC067949 Production Credit 23029.20 kWh x -0.075970	- \$1,749.53 CR
Total	- \$1,749.53 CR
Premises Total	\$3,639.02

DAILY AVERAGES	Last Year	This Year
Temperature	41° F	45° F
Electricity kWh	1060.0	1063.2
Electricity Cost	\$88.80	\$116.82

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04/10/2025

53-1982226-3



MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

SERVICE ADDRESS: 400 WEST AVE UNIT NEW BRUSH, CO 80723-2332
NEXT READ DATE: 05/01/25

ELECTRICITY SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 304806447
INVOICE NUMBER: 1175244332

METER READING INFORMATION			
METER 76585311		Read Dates: 02/27/25 - 03/30/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	114918 Actual	0 Actual	114918 kWh
Demand	Actual		433.6 kW
Billable Demand			434 kW

ELECTRICITY CHARGES RATE: SG Secondary General

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$88.07
Secondary General	114918 kWh	\$0.008530	\$980.25
ECA Q1	114918 kWh	\$0.028250	\$3,246.43
Distribution Demand	434 kW	\$9.360000	\$4,062.24
Gen & Transm Demand	434 kW	\$9.110000	\$3,953.74
Trans Cost Adj	434 kW	\$1.800000	\$781.20
Purch Cap Cost Adj	434 kW	\$0.850000	\$368.90
Trans Elec Plan	434 kW	\$0.540000	\$234.36
Demand Side Mgmt	434 kW	\$2.160000	\$937.44
Renew. Energy Std Adj			\$146.52
Colo Energy Plan Adj			\$146.52
Energy Assistance Chg			\$0.81
Subtotal			\$14,946.48
Franchise Fee		3.00%	\$448.37
Total			\$15,394.85

Meter 000076585311 Max Demand 03/25/2025 09:30



SERVICE ADDRESS: 400 WEST AVE UNIT NEW BRUSH, CO 80723-2332
NEXT READ DATE: 05/01/25

NATURAL GAS SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 304806447
INVOICE NUMBER: 0556250765

METER READING INFORMATION			
METER 10014180		Read Dates: 02/28/25 - 03/31/25 (31 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	USAGE
Total Energy	535099 Actual	525539 Actual	9560 ccf
Demand PDQ			103.60 Dth

NATURAL GAS ADJUSTMENTS

DESCRIPTION	VALUE UNITS	CONVERSION	VALUE UNITS
Dth Multiplier	9560 ccf	x 0.106745	1020.40 Dth

NATURAL GAS CHARGES RATE: CLG Commercial MDQ

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$225.30
Usage Charge	1020.40 Dth	\$0.497697	\$507.85
Capacity Charge	103.60 Dth	\$15.000000	\$1,554.00
Natural Gas Q1	1020.40 Dth	\$3.173001	\$3,237.73
Demand Side Mgmt			\$129.90
Interstate Pipeline	1020.40 Dth	\$0.475000	\$484.69
GRSA			\$473.19



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE	
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914	53-1982226-3	04/30/2025	
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	922585865	04/10/2025	\$27,536.07

NATURAL GAS CHARGES**RATE: CLG Commercial MDQ**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Energy Assistance Chg			\$0.81
Subtotal			\$6,613.47
Franchise Fee		3.00%	\$198.38
Total			\$6,811.85

OTHER RECURRING CHARGES DETAILS

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Solar* Rewards Community Solar Production Credit			
Solar Production Period		March 2025	
SRC067949 Production Credit	30705.60 kWh x -0.075970		- \$2,332.70 CR
Total			- \$2,332.70 CR

Premises Total	\$19,874.00
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048144 8/11



04/10/2025

53-1982226-3



MAILING ADDRESS		ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914		53-1982226-3		04/30/2025
		STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
		922585865	04/10/2025	\$27,536.07

SERVICE ADDRESS: 400 WEST AVE UNIT STADIUM BRUSH, CO 80723-2332
 NEXT READ DATE: 04/28/25

ELECTRICITY SERVICE DETAILS (See back of your bill for explanation of billing terms)

PREMISES NUMBER: 304855078
 INVOICE NUMBER: 1175245849

METER READING INFORMATION				
METER 335261784 - Multiplier x 120			Read Dates: 02/25/25 - 03/26/25 (29 Days)	
DESCRIPTION	CURRENT READING	PREVIOUS READING	MEASURED USAGE	BILLED USAGE
Total Energy	3488 Actual	3421 Actual	67	8040 kWh
Demand	Actual			18.24 kW
Billable Demand				40 kW

ELECTRICITY CHARGES **RATE: SG Secondary General**

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Service & Facility			\$88.07
Secondary General	8040 kWh	\$0.008530	\$68.58
ECA Q1	8040 kWh	\$0.028250	\$227.13
Distribution Demand	40 kW	\$9.360000	\$374.40
Gen & Transm Demand	18 kW	\$9.110000	\$163.98
Trans Cost Adj	18 kW	\$1.800000	\$32.40
Purch Cap Cost Adj	18 kW	\$0.850000	\$15.30
Trans Elec Plan	18 kW	\$0.540000	\$9.72
Demand Side Mgmt	18 kW	\$2.160000	\$38.88
Renew. Energy Std Adj			\$10.18
Colo Energy Plan Adj			\$10.18
Energy Assistance Chg			\$0.81
Subtotal			\$1,039.63
Franchise Fee		3.00%	\$31.16
Total			\$1,070.79
Premises Total			\$1,070.79

DAILY AVERAGES	Last Year	This Year
Temperature	39° F	44° F
Electricity kWh	320.0	277.2
Electricity Cost	\$62.17	\$36.92





MAILING ADDRESS	ACCOUNT NUMBER		DUE DATE
SCHOOL DIST RE-2J 527 INDUSTRIAL PARK RD BRUSH CO 80723-2914	53-1982226-3		04/30/2025
	STATEMENT NUMBER	STATEMENT DATE	AMOUNT DUE
	922585865	04/10/2025	\$27,536.07



Cooling Efficiency Rebate Options

Along with budding plants and birds chirping to signify spring, prepare your business for warmer weather and earn fixed rebates for purchasing qualifying energy-efficient equipment, including:

- Hotel room controllers
- Rooftop units (RTU)
- Food service equipment such as commercial dishwashers and hot food holding cabinets

Taking steps to upgrade or improve the efficiency of your cooling equipment can help your business gain year-over-year energy and cost savings. For how to get started, visit xcelenergy.com/Programs.

WANT HELP MANAGING YOUR ENERGY BILL?

Let us help you with that. From bill stabilization to payment assistance, and checking your usage rates, we have solutions that are right just for you.

Find out more at
xcelenergy.com/WaysToSave.

048144 9/11



04/10/2025

53-1982226-3

IMPORTANT PHONE NUMBERS (Available 24 hours, 7 days a week)

Electric Emergencies: **800-895-1999** Natural Gas Emergencies: **800-895-2999** Call Before You Dig: **811** Telecommunications Relay Service (TRS): **711**

CONVENIENT WAYS TO PAY YOUR BILL

Standard Payment Options (no fees apply):

- **My Account:** View and pay your bill using our mobile app, see your energy use and access your account information.
- **Auto Pay:** Automatically pay your bill directly from your bank account.
- **Pay Online:** View and pay your bill online using MyCheckFree.
- **Pay by Phone:** Make your payment from your checking or savings account with a phone call to **800-895-4999**.

Colorado Energy Plan Adjustment

(Colo Energy Plan Adj): funds voluntary early retirement for Xcel Energy's coal-fired power plants as part of our plan to cut carbon emissions by 2030 and provide net-zero energy by 2050.

Demand Charge: recovers costs to produce and deliver power to you, including the costs of poles and wires, transmission and distribution facilities in the power grid.

Demand Peak Day Quantity (Demand PDQ): this charge is for large commercial and industrial customers only. It's a measurement of their highest daily use of electricity during a monthly billing cycle.

Demand-Side Management Cost Adjustment (Demand Side Mgmt): recovers costs of energy efficiency and conservation programs that encourage customers to reduce their energy use. If you receive electricity and natural gas from us you will see two charges.

Energy Assistance Charge: Required by House Bill 21-1105, we collect and remit this monthly charge to Energy Outreach Colorado for bill assistance for income-qualified customers. If you receive electricity and natural gas from us you will see two charges. If you're struggling to pay your utility bills, you might qualify for exemption from a monthly charge related to energy assistance and be eligible for utility bill payment assistance. Please call 1-866-HEAT-HELP to see if you qualify. You may request to opt out of this charge by calling 800-895-4999.

Si tiene dificultades para pagar sus facturas de energía, es posible que reúna los requisitos para recibir asistencia para pagar sus facturas y que sea elegible para la exención del cargo por asistencia energética. Llame al 1-866-HEAT-HELP (1-866-432-8435) para ver si califica para recibir asistencia.

Electric Commodity Adjustment (ECA): recovers the cost of fuel used to generate the electricity you use. We pass on the wholesale cost to customers without a markup. Costs are adjusted on a quarterly basis to reflect market conditions.

Energy Charge: the variable costs of producing energy not collected through quarterly commodity adjustments.

Franchise Fee: this surcharge pays cities and counties for the right to use public streets to provide utility services. We collect the surcharges and pass them to your city and county.

- **Pay by Mail:** Return the enclosed pre-addressed envelope to **Xcel Energy, PO Box 660553, Dallas, TX 75266-0553**. Include the attached bill stub for faster processing along with your payment. Apply proper postage.

Electronic Check Conversion: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

Other Payment Options

Third-Party processing fees will apply. Xcel Energy does not collect or benefit from these fees:

- **Credit/Debit Card Payment:** To pay with your card, use **MyAccount** or **eBill** or call **833-660-1365**.
- **Pay Stations:** Visit **xcelenergy.com** to find an in-person location near you.

GLOSSARY

Gas Cost Adjustment (Gas Cost Adj or Natural Gas): recovers the cost of natural gas purchased and delivered to you, including natural gas fuel, upstream transportation and storage services. We pass on the wholesale cost to customers without a markup. Costs are adjusted on a quarterly basis to reflect market conditions.

General Rates: your base rate charge, which includes the Service and Facility Charge, metering charges, a Demand Charge (if applicable), plus either an Energy Charge for electric service or the Usage Charge for gas service, as applicable.

General Rate Schedule Adjustments (GRSA): a percentage amount of your bill calculated for base rate charges, excluding the Service and Facility Charge for gas customers, the Energy or Usage Charge and the Demand or Capacity Charge. The adjustment can be positive or negative and is applied to your electric and/or natural gas bill.

Interstate Pipeline: reflects Xcel Energy's payments to interstate pipelines and storage facility operators to deliver natural gas into Xcel Energy's gas system. The Federal Energy Regulatory Commission regulates these upstream services and the rates charged to Xcel Energy.

Kilowatt Hour (kWh): Measures the amount of electricity you use.

Late Payment Charge: we assess a late payment charge on any unpaid balance exceeding \$50.00. For residential customers, a late payment charge of 1% per month is applied. For commercial customers, a 1.5% late payment charge will be assessed.

Load Meter Charge: a flat monthly charge for those with customer-owned generation in parallel with Xcel Energy's system. This fee is for the cost of the meter needed for these accounts.

Natural Gas: reflects our cost to purchase natural gas fuel at market prices as approved by the Colorado Public Utilities Commission.

Production Meter Charge: a flat monthly charge for customers who have on-site power generation, like rooftop solar, and are connected to Xcel Energy's system. This fee is for the cost of the meter needed for these accounts.

Purchased Capacity Cost Adjustment (Purchased Cap Cost Adj): the cost to purchase electric generation from other suppliers.

Renewable Energy Standard Adjustment

(Renew Energy Std Adj): a base rate charge which represents 1% of an electric bill and funds renewable energy programs as required by Colorado law under which utilities must generate or purchase increasing portions of their electricity from sun, wind or biomass.

Revenue Decoupling Adjustment: supports a program designed to encourage conservation without penalizing the energy provider for the reduction of electricity use. Adjusted quarterly, customers will either see a bill credit or a surcharge not to exceed 3% of your overall bill.

Service & Facility Charge: a flat monthly charge for the meter on your home, having the meter read, billing support and customer service needs.

Time-of-Use Rates: electricity use charges for customers on our time-differentiated pricing plan. Electricity pricing varies depending on when you use it. The On-Peak period is 3-7 p.m., weekdays except holidays; Mid-Peak is 1-3 p.m., weekdays except holidays; Off-Peak is all other hours.

Therm: Measures your natural gas use. One therm is equal to 100 cubic feet of natural gas. A dekatherm is 10 therms.

Therm Multiplier: natural gas usage is measured in therms. This is the conversion from the volume of natural gas (cubic feet) to energy use (therms).

Transmission Cost Adjustment (Trans Cost Adj): recovers transmission investments for infrastructure to carry electricity from a power plant to your home and business that results in a net increase in transmission capacity or are part of an approved Wildfire Mitigation Plan. Also recovers distribution costs pursuant to Colorado Senate Bill 24-218.

Transportation Electrification Plan Adjustment (Trans Elec Plan): funds programs to help customers unlock the benefits of electric transportation.

Usage Charge: this charge covers the costs for providing natural gas service, including moving natural gas through pipelines and storage to your home or business, that are not recovered through other charges.

RESOURCES TO BETTER UNDERSTAND YOUR BILL

Find more information online about ways to pay and manage your bill, how to read your bill, energy assistance programs and more. Bills are even easier online. Go paperless. Download our Mobile App to manage your bill with ease and when you're on the go. Available now in the Apple Store and in Google Play.

Billing summary note: depending on the date your bill was calculated, you may see a line item included twice, showing different quarterly adjustments.



WHERE DOES YOUR ELECTRICITY COME FROM?



One of Xcel Energy's key priorities is to keep costs low for our customers as we proactively work to provide safe, reliable and increasingly clean energy. Today, we serve our Colorado customers with electricity that's 45% carbon-free and have reduced carbon emissions by 57%.

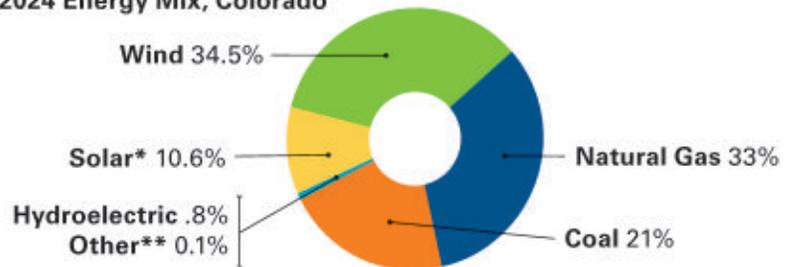
Our Colorado Clean Energy Plan will help to further reduce carbon emissions, with approximately 80% of customers' electricity coming from renewable sources by the end of the decade. It will add about 6,100 megawatts of new generation — including solar, wind, battery storage and strategically necessary amounts of natural gas — which will significantly increase the amount of renewable energy on our system.

Implementing this plan is an important step towards achieving a carbon-free future and brings forward new projects that will help achieve our emission reduction goals using a diverse mix of resources.

To learn more, visit xcelenergy.com/OurEnergyFuture.

Power supply mix: Our Colorado energy mix includes natural gas, wind, coal, solar and hydroelectric power. Energy sources for power that we generated or purchased for all energy customers in 2024:

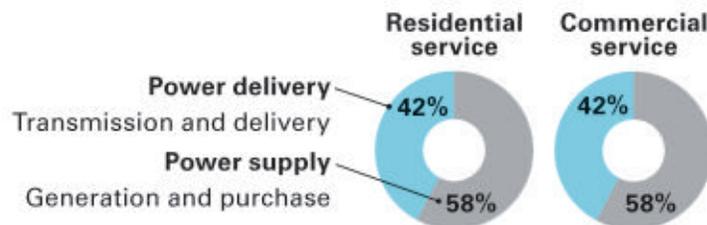
2024 Energy Mix, Colorado



Visit xcelenergy.com for more information about the resources that produce your electricity, including the average cost of each resource.

*Includes wind and solar energy generated through Xcel Energy's renewable energy programs: Windsource, Renewable*Connect, Solar*Rewards Community and Solar*Rewards.
 **Includes purchased biomass, oil and nuclear power.

Price components: Percentage components for an average monthly electric bill:



Power supply: Costs include all purchased power and energy source costs. For generation plants owned by Xcel Energy, power supply costs also include labor at generation plants, depreciation of generation plants, allocated overhead, taxes and a profit component.

Power delivery: Includes specific labor associated with transmission and distribution facilities, metering, billing, customer service, allocated overheads, taxes and a profit component.

Example: If your residential bill for this month is \$92.65, then about 58% (or \$53.54 of your bill) is for the electricity itself, and about 42% (or \$39.11) covers the cost of having the electricity delivered to your home.

Note: Price component information applies to the average customer and may differ when applied to individual customers. Additional information is available upon request.







TAKE CONTROL OF YOUR ELECTRICITY BILL WITH THE TIME OF USE RATE

The new Time of Use rate gives you the opportunity to gain valuable insights on your electricity usage and save when shifting energy use to off-peak periods. Electricity is priced higher from 3 p.m. to 7 p.m. to reflect the real demand on the energy grid.

If you don't know where to start, we can help. We offer free business energy assessments that can provide useful insights and helpful tools to help you save.

For more information, call the Business Solutions Center at **800-481-4700** or visit our website xcelenergy.com/Business/Rate-Plans.





Community Solar Services Agreement

Subscriber Name	Brush School District RE-2J
Contact Name	Dr. Bill Wilson
Email	b.wilson@brushschools.org
Phone	970-842-5176

Billing Address	527 Industrial Park Rd.	Street
	Brush	City
	CO	State
	80723	Zip
	Morgan	County
Site Address	See attachment	
(Additional Site Addresses, if any, listed in Attachment C)		
Utility	Xcel Energy	

Subscription Terms	Production Capacity	800 kW
	Price	\$0.061/ kWh
	Escalator	1.35 % / Year
“Community Solar Gardens” under applicable Colorado law (“Project”)	Operator	Mtn Solar 3 LLC or its assignee Operator(s) of one or more Community Solar Garden(s) to which your Production Capacity is assigned
	CSG(s)	Mtn Solar 3 LLC
	CSG Capacity Awarded by Xcel Energy	10,000 kW (DC)

1. Parties. This is a Community Solar Services Agreement (“Agreement”) between the “Operator” (identified on the cover page of this agreement) and Brush School District RE-2J (“Customer”), a retail electric service customer of the Utility. References to the Operator include the words “we”, “our”, and “us.” References to the Customer include the words “you,” “your” or “yours”.
2. The Community Solar Array. The Operator intends to construct, own, operate, and maintain the Project as described on the cover page of this Agreement. You are the electricity customer of record at one or more premises within the Utility’s service territory. Applicable law allows you to subscribe to a share of the solar energy produced from the Project and attribute your share of solar energy to one or more of your metered premises. We refer to the premises covered by this Agreement listed in Attachment C as your “Location” or “Locations.” You are not required to invest money in the Project.
3. Customer’s Production Capacity. You are eligible to participate in the Project and have subscribed to the amount of the Project’s production shown in kilowatts (DC) (“kW (DC)”) on the cover page, defined as your “Production Capacity”. We measure the amount of solar energy produced by your Production Capacity in kilowatt hours (“kWh”), and your actual Production Capacity is called your “Solar Energy.”
4. Utility Agency Agreement. The Operator intends to enter into an agreement with the Utility (sometimes called a “Community Solar* Rewards Community Producer Agreement” or “Agency Producer Agreement” and referred to as an “Agency Producer Agreement” in this Agreement) under which the Operator and the Utility take the following actions in the implementation of the Project:
 - A. Operator. The Operator will be responsible for operating the Project; for delivering and selling all solar energy produced and the associated renewable energy credits (“RECs”) to the Utility; for providing the Utility with monthly information that identifies you and your Solar Energy; and for sending you a monthly invoice for your Solar Energy, which will be payable to the Operator.
 - B. The Utility. The Utility is responsible for accepting deliveries of your Solar Energy; for providing you with a credit in dollars for your Solar Energy on your retail electric service bill (your “Bill Credit”); and for issuing a check to the Operator for the RECs associated with your Solar Energy.
5. Acknowledgements and Agency Agreement. When you sign this Agreement, you agree to the Acknowledgements in Attachment A and to execute an Agency Agreement with the Operator. The Agency Agreement gives an Operator the authority to sell your Solar Energy and RECs to the Utility, to manage your Production Capacity and to communicate information to the Utility used to calculate and apply your Bill Credit.
6. Consent to Disclose Utility Customer Data. When you sign this Agreement, you agree to sign a “Consent to Disclose Utility Customer Data” that authorizes the Utility to share information with us about your past and present electric usage at your Locations and will be used to verify the extent of your eligibility to participate in the Project. You will let us know if there are any changes in your eligibility status.
7. Agreement Term. This Agreement is effective upon execution. Except as provided in section 15 of this Agreement, the term of this Agreement is 240 consecutive calendar months starting on the first day of the first month after the initial production of kWh (excluding test production) by the Project as measured at the Project’s production meter. The responsibility of the Operator to facilitate the application of Bill Credits by the Utility will terminate after the Utility applies the Bill Credit for the 240th month of production of Solar Energy to your account.
8. Payments. Unless otherwise set forth in this Agreement, the payment amount you owe the Operator (“Monthly Payment”) is equal to the kWh of Solar Energy produced and delivered to the Utility during a production month, multiplied by the price per kWh in effect during the year in which the production month occurs shown on the price list on Attachment B. You agree to pay the full Monthly Payment within thirty (30) days after the date of our invoice.

If in any given month Subscriber’s rate as set forth in Attachment B (“Rate”) exceeds the rate used by the Utility for that same month to calculate Subscriber’s Bill Credit (“Bill Credit Rate”), then Subscriber’s Rate will be reduced to an amount equal to the Bill Credit Rate (each such reduction a “Reduction”); provided, however, the Rate will never be lower than the year one Rate (as shown in Attachment B).

If at any time after a Reduction, the Bill Credit Rate increases, then the Rate will increase to equal the Bill Credit Rate (each such increase an “Increase”); provided, however, the Rate will never exceed the Rate set forth in Attachment B and that corresponds to the year in which the Increase occurs. The parties acknowledge and agree the percentage amount of an Increase may exceed the annual percentage escalator that was used to calculate the escalation of the Rates set forth in Attachment B, but only to the extent necessary to cause the Rate to equal the Bill Credit Rate, and not to exceed the Rate set forth in Attachment B that corresponds to the year in which the Increase occurs.

9. Late Payments. If you pay us late, we will charge you interest on the unpaid balance at the rate of one percent (1%) per month.
10. Customer Eligibility. The Operator will ensure that all premises listed in Attachment C of this Agreement comply with any applicable law or Utility requirements at the time of execution of this Agreement.
11. Bill Credits. The Utility is responsible for accepting deliveries of your Solar Energy and for providing you with a Bill Credit in dollars for your Solar Energy on your retail electric service bill. The amount of your Bill Credit is based on various factors controlled by your registered meter type, by applicable tariff, and pertinent regulations.
12. Renewable Energy Credits. The Agency Agreement requires us to transfer your Solar Energy and RECs to the Utility in exchange for

your Bill Credit. For the duration of this Agreement, you hereby assign and transfer to us your RECs and the right to receive and retain any payments from the Utility attributable to your Solar Energy and RECs. You agree that if you transfer your Production Capacity to another person (any such transfer being subject to the limitations and/or requirements of this Agreement) your transferred interest in your Production Capacity will continue to be subject to the assignment of the RECs to the Operator and will not affect the Operator's ongoing right to receive any payments from the Utility for the RECs associated with your Solar Energy and transferred Production Capacity. There may be additional, non-power related benefits associated with your Production Capacity, such as environmental, tax, or future benefits.

13. Changes in Your Participation; Substitution of New Premises. You will give us written notice if you want to make changes to this Agreement, transfer some or all of your Production Capacity, or substitute Premises. We will consider any such request, at the time of receipt, based on our then-applicable eligibility and/or credit requirements and any Utility requirements, and will, in our discretion, determine whether to authorize the request. We may request additional information in connection with a request, and you will provide that information without unreasonable delay. Further, any authorization will be contingent on your and (as applicable) your transferee's execution of such documents as we, our Lender (defined below), and/or the Utility may request.
14. Taxes. The Monthly Payment does not include taxes. The Operator acknowledges that the Customer is a tax-exempt entity. Upon execution, Customer will provide the Operator with its exemption certificate. In the event that you become a taxable entity, you agree to either pay or reimburse us for any and all taxes assessed on the generation, sale, delivery, or consumption of your Solar Energy or your Bill Credits. The term "taxes" includes any federal, state, and local ad valorem, property, occupation, generation, privilege, sales, use, consumption, excise, or transaction tax, and other taxes, regulatory fees, surcharges, or other similar charges, but does not include any income taxes imposed on the Operator's revenues due to the sale of energy under this Agreement, which are solely the Operator's responsibility.
15. Non-Appropriation Event. The Operator acknowledges and agrees that in accordance with Colorado constitutional restrictions, Customer has appropriated funds necessary to satisfy the payments that are required to fulfill its obligations under this Agreement for the initial year of the term of this Agreement. The payment of any compensation due under this Agreement for any year beyond the first year provided for herein is contingent upon annual appropriation of funds in accordance with applicable law. Unless Agreement is otherwise Terminated, during the Term of this Agreement, you agree in good faith that your staff will include the amounts to become due under this Agreement in your budget request for each fiscal year for funding your energy costs.
 - A. In any fiscal year, your failure to make an appropriation for the purchase of electricity from any source at any of your locations for a future fiscal year, including the encumbrance under this Agreement will be a non-appropriation event (a "Non-Appropriation Event"). If a Non-Appropriation Event occurs, you agree to assign your Production Capacity to us. We will have the right to retain your Production Capacity, and the Bill Credits and RECs associated with your Production Capacity, for the duration of the Non-Appropriation Event. You will not have the right to receive Bill Credits during the occurrence of a Non-Appropriation Event.
 - B. Termination. If a Non-Appropriation Event occurs, we have the right in our sole discretion to terminate this Agreement, without further obligation by either party. You agree to assign your interest in your Production Capacity to us upon termination of this Agreement. If a Non-Appropriation Event occurs and we do not terminate this Agreement, then we acknowledge and agree that for the duration of that Non-Appropriation Event you will have no financial obligations under this Agreement.
 - C. Transfer of Production Capacity. We may transfer all or a portion of your Production Capacity to another customer for the duration of a Non-Appropriation Event.
 - D. Budget Requests. Unless we choose to terminate this Agreement for a Non-Appropriation Event, your staff will in good faith continue to include the amounts to be paid to the Operator pursuant to this Agreement in each subsequent fiscal year of the Term in your budget request for funding of your energy costs for each fiscal year, and if an appropriation for such amounts is made for a future fiscal year our respective obligations under this Agreement may be reinstated in our sole discretion. You will not be liable for any Monthly Payment during the respective fiscal year associated with the Non-Appropriation Event. If you make ten (10) successive annual requests to include the amounts to be paid to the Operator pursuant to this Agreement that are denied, you will no longer be required to make further annual appropriation requests under this Agreement.
16. Insurance. We will insure the Project during the term of this Agreement in accordance with our contract with the Utility and applicable law, regulations, and tariffs. You are not responsible for insuring your Production Capacity.
17. Customer Default. The following events will constitute an event of default on your part ("Customer Default"):
 - A. Except as otherwise expressly permitted in this Agreement, you attempt to terminate this Agreement before the end of the Term;
 - B. You fail to pay any amount when due under this Agreement and such failure continues for thirty (30) days after you receive notice from us of such failure to pay;
 - C. You are in breach of any material representation or warranty, or fail to perform any material obligation as set forth in this Agreement and your breach or failure is not cured within thirty (30) days after you receive notice from us;
 - D. You admit in writing your insolvency, assign your assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, or have all or substantially all of your assets subject to attachment, execution or other judicial seizure; or,
 - E. You attempt to claim any RECs or non-energy related benefits in connection with Solar Energy that conflict with the terms of

this Agreement.

18. Operator Default. The following events will constitute an event of default on our part ("Operator Default"):
- A. We are in breach of any material representation or warranty, or fail to perform any material obligation as set forth in this Agreement and our breach or failure is not cured within thirty (30) days after notice from you; or
 - B. We admit in writing our insolvency, assign our assets for the benefit of creditors, enter any bankruptcy or reorganization proceeding (either voluntary or involuntary), are otherwise adjudicated bankrupt or insolvent, have all or substantially all of our assets subject to attachment, execution or other judicial seizure.
19. Our Remedies in Case of Your Default. If you are in default under this Agreement, we may take any one or more of the following actions at our option and in our discretion. If the law requires us to do so, we will give you notice and wait the stipulated period of time required before taking these actions. We may: terminate this Agreement and recover damages; take any action to correct your default and to prevent or reduce our loss; Proceed, by appropriate court to enforce performance of this Agreement and to recover damages for your default (including court costs attorneys' fees to the fullest extent allowed by law); and pursue any other remedy available to us in this Agreement or by law.
20. Your Remedies in Case of an Operator Default. If an Operator Default results in the failure or inability of the Project to produce Solar Energy for a period of three hundred sixty-five (365) consecutive days, you may terminate this Agreement without further obligation. In the case of any other Operator Default, your remedy is to proceed, by appropriate court, to enforce performance of this Agreement and to recover damages (including court costs and attorneys' fees to the fullest extent allowed by law and pursue any other remedy available to you in this Agreement or by law.
21. Financing Accommodations. In order to finance the construction and installation of the Project, we will borrow money from one or more lenders (each a "Lender") who will require that we provide them with a security interest in the Project, in our contracts with other customers, and in this Agreement and any amounts you owe us. For the benefit of our Lenders, you agree to the following provisions. You understand that we may finance the acquisition, development, installation, operation and maintenance of the Project with financing or other accommodations from one or more financial institutions and that our obligations to the Lender may be secured by, among other collateral, a pledge or collateral assignment of this Agreement, and the amounts due us under this Agreement and a security interest in the Project (collectively, the "Lender's Security Interest"). In order to facilitate the necessary financing, you consent to our granting the Lender's Security Interest. You acknowledge and agree that you and all of your rights under this Agreement are and will be subject and subordinate to the Lender's Security Interest (as may be later modified by any and all renewals, modifications, supplements, amendments, consolidations, replacements, substitutions, additions, and extensions).
22. Lender's Rights; Additional Information. The following provisions will apply for the benefit of our Lenders:
- A. A Lender will agree to, but not obligated to, exercise any of our rights and remedies under this Agreement. The Lender will also be entitled to exercise all rights and remedies of secured parties generally with respect to this Agreement and the Project.
 - B. A Lender will agree to pay all sums due from us under this Agreement and to perform any other act, duty or obligation required of us, and to cure any Operator Default in the time and manner provided by the terms of this Agreement. Except as provided below, nothing requires a Lender to cure an Operator Default, to perform any act, duty or obligation of the Operator under this Agreement, unless the Lender has succeeded to our rights under this Agreement.
 - C. If the Lender exercises its remedies under the Lender's Security Interest in the Project, including any sale by the Lender, whether by judicial proceeding or under any power of sale, or any conveyance from us to Lender (or its assignee) in lieu of a sale, the Lender will give you notice of the transfer or assignment of this Agreement. If Lender exercises these remedies, it will not constitute a default under this Agreement, and will not require your consent.
 - D. Upon any rejection or other termination of this Agreement under any process undertaken with respect to us under the United States Bankruptcy Code, or otherwise, you agree to enter into a new agreement with a Lender or its assignee under the same terms as this Agreement (and for the remainder of the term if a Lender requests you to do so within ninety (90) days of the termination or rejection of this Agreement. Any such new agreement will be identical to this Agreement, except for those matters that have been satisfied and except that a third party may be substituted for Operator. You agree to enter such new agreement within thirty (30) days after your receipt of the Lender's request; provided, however, you will not be required to enter any new agreement that is different from this Agreement, except for those matters that have been satisfied and except that a third party may be substituted for Operator. Operator will reimburse Customer's actual, reasonable legal fees and costs incurred in connection with Customer's review and execution of a new agreement as described in this Section.
23. Lender's Right to Cure. Regardless of any contrary term of this Agreement:
- A. You will not exercise any of your rights under this Agreement in the case of an Operator Default unless you have given the Lenders (for whom you have been provided contact information) written notice of that default simultaneously with your delivery of that notice to us. In your notice, you will describe the event giving rise to the Operator Default. In addition to our cure period, the Lenders will have an additional thirty (30) days (to run consecutively with our cure period) after the Lender's receipt of such notice or any longer period provided for in this Agreement to cure the subject Operator Default. If the Operator Default reasonably cannot be cured by the Lender within the period provided and the Lender commences and continuously pursues cure of the Operator Default within that period, the period for cure will be extended for so long as required for the Lender to cure the default, but only if the Lender exercises continued efforts to cure the default. The Operator's and Customer's respective obligations will

otherwise remain in effect during the cure period.

- B. If a Lender or its assignee (including any buyer or transferee) acquires title to or control of our assets and within the applicable time periods cures all defaults under this Agreement existing as of the date of such change in control in the manner required by this Agreement and which are capable of cure by a third person or entity, then the Lender or third party buyer or transferee will no longer be in default under this Agreement, and this Agreement will continue in full force and effect.
 - C. At the request of a Lender and/or its assignee, you agree to execute and deliver any document, instrument, or statement required by law or otherwise as reasonably requested by Lender or its assignee in order to create, perfect, continue or terminate the security interest in favor of Lender in all assets of the Operator (which include this Agreement), and to secure the obligations evidenced by Lender's Security Interest.
24. Cooperation. Upon a Customer Default or an Operator Default, the parties agree to cooperate with each other so as to preserve our right to the RECs and other non-energy benefits attributable to your Production Capacity and Solar Energy.
25. Tax Matters. We agree that, for Federal income tax purposes, the transactions described in the Agreement will be characterized as follows:
- A. You will purchase your Solar Energy from the Operator.
 - B. Your Solar Energy purchase will be treated as a service contract under Internal Revenue Code Section 7701(e).
 - C. We will sell your Solar Energy to the Utility under Solar*Rewards Community Agency Agreement.
 - D. You will receive a monthly Bill Credit from the Utility in exchange for your Solar Energy.
 - E. Regardless of what any other provision of this Agreement may say to the contrary, you will not bear any significant financial burden if there is nonperformance by the Operator under this Agreement, as the phrase "any significant financial burden if there is nonperformance" is used in Section 7701(e)(4)(A)(ii) of the Internal Revenue Code. This prohibition also applies to any party related to you and includes you being deemed to bear any significant financial burden.
 - F. Regardless of what any other provision of this Agreement may say to the contrary, you will not be deemed to receive any significant financial benefit if the operating costs of the Project are less than the standard of performance and/or operation set forth in this Agreement, as the phrase "significant financial benefit if the operating costs of the Project are less than the standards of performance or operation" is used in Section 7701(e)(4)(A)(iii) of the Internal Revenue Code. This prohibition also applies to any party related to you.
 - G. Regardless of what any other provision of this Agreement may say to the contrary, or what any other agreement between the parties may say to the contrary, you will not have an option to purchase, and you will not be required to purchase, any portion of the Project. This prohibition also applies to any party related to you.
 - H. Regardless of what any other provision of this Agreement may say to the contrary, you will have no right to operate the Project, as that term is used in Internal Revenue Code Section 7701(e)(4)(A)(i). This prohibition also applies to any party related to you.

We agree that all tax returns, information statements, reporting requirements, and other filings related to taxes made by either party will be made so that they comply with the tax characterizations described in paragraphs (a) through (h) above, unless the law in effect at the time requires a party to do otherwise.

26. Force Majeure. If we are unable to perform all or some of our obligations under this Agreement because of a Force Majeure Event, we will be excused from whatever performance is affected by the Force Majeure Event, provided that: (a) as soon as is reasonably practical, we provide you with notice describing the Force Majeure Event; (b) the suspension of our obligations is limited to the scope and the duration required by the Force Majeure Event; and (c) no obligation of ours that arose before the Force Majeure Event that could and should have been fully performed before such Force Majeure Event will be excused as a result of such Force Majeure Event.

"Force Majeure Event" means any event, condition or circumstance beyond the control of and not caused by the Operator's fault or negligence. It will include, without limitation, failure or interruption of the production, delivery or acceptance of electricity due to: an act of God; war (declared or undeclared); sabotage; riot; insurrection; civil unrest or disturbance; military or guerilla action; terrorism; economic sanction or embargo; civil strike, work stoppage, slow-down, or lock-out; explosion; fire; earthquake; tornado; hail; volcanic activity; abnormal weather condition or actions of the elements; hurricane; flood; lightning; wind; drought; the binding order of any governmental authority (provided such order has been resisted in good faith by all reasonable legal means); the failure to act on the part of any governmental authority (provided such action has been timely requested and diligently pursued); unavailability of electricity from the utility grid, power or voltage surge caused by someone other than us, including a grid supply voltage outside of the standard range specified by the utility's equipment or products (but not to the extent that any such availability of any of the foregoing results from the Operator's failure to have exercised reasonable diligence); any other Utility delay or emergency; failure of equipment not utilized by us or under our control; and, force majeure affecting one (1) or more of our subcontractors.

27. Termination upon Force Majeure. If we are prevented from performing under this Agreement by reason of Force Majeure for a consecutive period of three hundred sixty-five (365) calendar days during the Term, then either Party may terminate this Agreement, without liability on either of your or our parts to the other, upon thirty (30) days written notice. In no event shall a Force Majeure Event excuse a party from the payment of money or the performance of its indemnity obligations under this Agreement.

28. Operator Indemnity. Subject to the limitations contained in Section 29, we agree to indemnify, defend and hold you harmless from and against any damages or losses directly attributable to a material breach of our obligations under this Agreement.
29. Limitations of Liability. Except for our indemnity obligations under Section 28 with respect to third party claims, we will not be liable to you for general, special, punitive, exemplary, indirect, incidental or consequential damages arising from or out of this Agreement. Our total liability to you under this Agreement will in no event exceed the aggregate of the payments made by you under this Agreement in the twelve (12) months that preceded your claim against us. That amount will be your sole and exclusive remedy and all other remedies or damages at law or equity are waived. We are not responsible for any consequential, incidental, punitive, exemplary or indirect damages, lost profits or losses relating to this Agreement, in tort or contract, including any negligence or otherwise. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE OPERATOR MAKES NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE Project OR THE OPERATOR'S OBLIGATIONS UNDER THIS AGREEMENT. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED.
30. Dispute Resolution. Each party agrees that to expedite and control the costs of disputes, the resolution of any dispute relating to this Agreement ("Dispute") will be resolved according to the following procedures:
 - A. Unless otherwise agreed in writing, the parties agree to continue to perform each of our respective obligations under this Agreement during the course of the resolution of the Dispute.
 - B. Each party agrees to first try to informally resolve any Dispute. Accordingly, neither party will start a formal proceeding for at least forty-five (45) days after notifying the other in writing of the Dispute. Each party agrees to send our notice to the billing address set forth on the first page of this Agreement.
 - C. If, after the informal dispute resolution process set forth in Subsection B above does not result in a resolution of the dispute, the parties shall be free to seek any available relief.
 - D. To the fullest extent permitted by applicable law, the Parties hereby unequivocally waive the right to a jury trial of any matter related to this Agreement.
31. Miscellaneous.
 - A. Entire Agreement; Amendment; Waiver. This Agreement contains the entire agreement and understanding between the parties concerning this Agreement and supersedes any prior or contemporaneous agreement, either written or verbal. Any changes or amendments to, or waivers of, any provisions of this Agreement will only be effective if they are in writing and signed by both of us. Our failure at any time to require strict performance by you of any of the provisions of this Agreement will not waive or diminish our right thereafter to demand strict compliance by you of that provision or of any other provision of this Agreement. If any provision of this Agreement is determined to be unenforceable, the remaining provisions will be enforced in accordance with their terms or will be interpreted so as to make them enforceable. The terms of this Agreement that expressly or by their nature survive termination shall continue thereafter until fully performed, which will include without limitation the obligation to make payments.
 - B. No Ownership; Liens. At no time during the term of this Agreement will you have any ownership in the Project, and nor will you have any lien of any kind, nature, or type in the Project. To the fullest extent permitted by applicable law, you hereby waive all such rights.
 - C. Further Assurances. You will perform all acts as we or a Lender reasonably request to give effect to the intent and purposes of this Agreement, including: giving consents to any assignments, encumbrances, pledges, or transfers permitted under this Agreement; executing estoppel certificates requested by us, or an existing or prospective Lender; providing such additional credit, financial, or electricity usage information concerning you as we or an Lender or prospective Lender may request; and, executing amendments to this Agreement, as may be required by any Lender or prospective Lender or assignee, provided, however, no such amendment will cause a material change to your, our, or a Lender's obligations or rights under this Agreement.
 - D. Binding Effect. This Agreement will be binding upon and inure to the benefit of each of us, and to our successors and permitted assigns, but nothing in this Agreement, express or implied, is intended to confer or will confer upon any other entity or person any benefits, rights or remedies except as expressly set forth in this Agreement.
 - E. Authority. You have the full power and authority to execute and deliver this Agreement and to perform your obligations hereunder. Your execution and performance of this Agreement and of your obligations under this Agreement have been duly authorized by all necessary action.
 - F. Marketing and Promotional Materials. We will have the right to use graphical representations or photography of the Project in our marketing and promotional materials. You agree to the use of your name and logo, if applicable, in our marketing materials in connection with the Project and any future Community Project or similar projects undertaken by the Operator. We agree not to disclose any other information in connection with our marketing and promotional materials.
 - G. Assignment by The Operator. The Operator may assign this Agreement along with all of our rights and obligations to any affiliate or third party without any requirement for giving notice to or securing the consent of Customer, for any purpose, including, the collection of unpaid amounts, or in the event of an acquisition, corporate reorganization, merger or sale of substantially all of its assets to another entity. Customer will have no obligations to an Operator assignee as described in this Section until Customer

has been given notice of that assignment and of that assignee's contact information.

- H. Counterparts. This Agreement may be signed in two or more counterparts with the same effect as if each party had signed and delivered the same counterpart, and shall become operative when each party has signed and delivered at least one counterpart. Each counterpart will be deemed to be an original for all purposes, and all counterparts together constitute one Agreement. Delivery of a counterpart of this Agreement by facsimile or other electronic means will be good and sufficient delivery, and a facsimile or other electronic transmission evidencing execution shall be effective as a valid and binding agreement between the parties for all purposes.
- I. Project Location. The Subscriber would like to subscribe to CSG located on City of Brush land. Should the City of Brush not be able to provide a suitable site location for the CSG, then the Operator has the right to move the Subscriber to a different location in Morgan County. Operator will need to prove the land provided by City of Brush was not suitable for reasons such as title or legal issues, interconnect feasibility, land use permits, environmental hazard, or sub-surface conditions.
- J. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the Owner's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
- K. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Agreement shall be initiated and pursued by the parties in applicable Courts of the State of Colorado.

I have read this Agreement and its Attachments in their entirety, and I acknowledge that I have received a complete copy of this Agreement.

Operator



Signature

Marc Bencivenni

Printed name

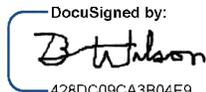
COO

Title

6/7/19

Date

Customer

DocuSigned by:

 428DC09CA3B04E9...

Signature

Bill Wilson

Printed name

Superintendent

Title

6/7/2019

Date

Attachment A
Acknowledgements

Customer acknowledges the following:

1. **Electricity Consumption; Rates.** This agreement does not affect your ability to increase or decrease the amount of electricity you receive from the Utility. Your Bill Credit and your Monthly Payment are based on the amount of your Solar Energy produced, not your electricity consumption for any given month. If you consume less energy than the amount of your Solar Energy, your Bill Credit could be more than your electricity bill. In that case, the Utility will roll forward your Bill Credit to offset future applicable electricity charges. If you terminate your electricity service with the Utility before using all of your Bill Credits, they will expire and cannot be transferred. Your rate applicable to the Monthly Payment (see Attachment B) is independent of the rate applicable to your Bill Credit.
2. **Changes in Xcel's Cost of Electricity and Bill Credits.** Regulated utilities periodically seek increases in the rates that they charge with the Colorado Public Utilities Commission ("PUC"). Rate increases may change your Bill Credits. A change in rates as regulated by the PUC may increase or decrease the amount of bill credits for each ratepayer class. We have no authority with respect to changes in electricity rates charged to your ratepayer customer class. All rate changes are regulated by the Colorado PUC under Colorado law.
3. **No Savings or Production Guaranty.** Production of your Solar Energy will depend on a variety of factors beyond our control, including: including curtailment; Utility delay or emergencies; weather; and, equipment performance. We do not guaranty any level of production. We also do not guaranty that your participation in the Project will result in savings, as any potential savings will depend on a variety of factors beyond our control, including: Utility rate decreases/increases; fuel pricing; weather; and, equipment performance. Operator has and will have no practical ability to adjust the Project's operability or its relationship with the Utility in a way that could ensure a certain level of production or guaranty savings.
4. **Tariff; Law; Regulations.** You are familiar with your applicable tariff and with the laws and regulations that pertain to the Project, your electricity usage and to this Agreement, including C.R.S. §40-2-127, et seq., and Rule 3665, 4 CCR 723-3.

You agree that periodic changes in the amount of your Bill Credit, which may occur based on your level of electricity consumption or changes to rates and charges in Xcel's Tariffs as regulated by the Colorado PUC under Colorado Law, do not affect your obligation for the Monthly Payment. You also agree that you are responsible for your energy consumption and for assessing the impact of pricing dynamics for your meters on demand tariffs, and that your obligation for the Monthly Payment is independent of the resulting per kWh amount of your Bill Credit.

Attachment B
Contract Payment Schedule

Year	Rate (\$ / kWh)	Estimated Bill Credit Rate (\$ / kWh)
1	\$0.0610	\$0.0646
2	\$0.0618	\$0.0666
3	\$0.0627	\$0.0686
4	\$0.0635	\$0.0708
5	\$0.0644	\$0.0730
6	\$0.0652	\$0.0752
7	\$0.0661	\$0.0776
8	\$0.0670	\$0.0800
9	\$0.0679	\$0.0824
10	\$0.0688	\$0.0850
11	\$0.0698	\$0.0876
12	\$0.0707	\$0.0903
13	\$0.0716	\$0.0931
14	\$0.0726	\$0.0960
15	\$0.0736	\$0.0990
16	\$0.0746	\$0.1021
17	\$0.0756	\$0.1052
18	\$0.0766	\$0.1085
19	\$0.0777	\$0.1119
20	\$0.0787	\$0.1153

Attachment C

Attachment C
Site Premises

Account Number	Premise Number	Address	County
53-1982226-3	300686091	400 WEST AVE BRUSH CO 80723	MORGAN
53-1982226-3	300809417	420 GLACIER AVE BRUSH CO 80723	MORGAN
53-1982226-3	301005105	401 HOWARD ST BRUSH CO 80723	MORGAN
53-1982226-3	301762551	527 INDUSTRIAL PARK RD BRUSH, CO 80723	MORGAN
53-1982226-3	302129621	422 RAY ST BRUSH CO 80723	MORGAN
53-0012129416-9	304733156	400 WEST AVE UNIT TEMP BRUSH, CO 80723	MORGAN

**SRC SUBSCRIBER AGENCY AGREEMENT
FOR XCEL ENERGY SOLAR*REWARDS COMMUNITY SERVICE (COLORADO)**

SRC Subscriber Name: Brush School District RE-2J

SRC Subscriber Retail Customer Account No.: See Attachment A

SRC Subscriber Service Address: See Attachment A

SRC Subscriber E-mail Address: b.wilson@brushschools.org

SRC Subscriber Mailing Address: 527 Industrial Park Road, Brush, CO 80723

SRC Subscriber Telephone No: 970-842-5176 (Primary) _____ (Alt.)

SRC Producer (Subscriber Organization) Name: See Attachment B

Solar Garden ID No: See Attachment B

Name and Location of Solar Garden: See Attachment B

SRC Subscriber’s Initial Subscription Share (in kilowatts, or “kW”): See Attachment A kW

The undersigned SRC Subscriber hereby authorizes See Attachment B (“SRC Producer”), and SRC Producer hereby accepts the responsibility, to act as SRC Subscriber’s agent for purposes of selling to Public Service Company of Colorado (“Public Service”) all of SRC Subscriber’s beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by, and delivered to Public Service from, the Photovoltaic Energy System (“PV System”) identified above, including full authority for SRC Producer to enter into a long-term contract on behalf of SRC Subscriber for such sale and to administer such contract, all pursuant to Public Service’s Solar*Rewards Community Program and Rate Schedule SRC of Public Service’s electric tariff on file with the Colorado Public Utilities Commission (“Commission”) and in effect from time to time.

1. Duties of SRC Producer Generally. SRC Producer shall be responsible for issuing and managing the subscriptions of all SRC subscribers in the PV System and for selling to Public Service the subscribed and unsubscribed portions of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service at the production meter located at the PV System site. In performing such functions, SRC Producer shall be solely responsible for communicating directly to Public Service SRC Subscriber’s information concerning its subscription in the PV System, including its beneficial interest in the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System. SRC Subscriber acknowledges and agrees that Public Service shall exclusively rely on such information as regularly and timely communicated from the SRC Producer for the purpose of calculating the SRC Credit that will be applied by Public Service and reflected on SRC Subscriber’s subsequent electric service bills as compensation for Public Service’s receipt of SRC Subscriber’s share of the Photovoltaic Energy and associated Renewable Energy Credits generated and produced by the PV System, in accordance with Rate Schedule SRC of Public Service’s Colorado Public Utilities Commission electric tariff.

2. Adjustments of Prior Period SRC Bill Credits. To the extent the subscription information communicated by SRC Producer to Public Service and used by Public Service for purposes of calculating the SRC Credit applied on SRC Subscriber’s electric service bill was incorrect, SRC Producer shall be responsible for processing all corrections or other adjustments of SRC Credits previously applied by Public Service to SRC Subscriber’s electric service bills and to collect any overpayments and remit any underpayments for all such SRC Credits, as necessary, among SRC Subscriber and other SRC subscribers owning subscriptions in the PV System. SRC Subscriber acknowledges and agrees that any such corrections in amounts previously applied by Public Service as an SRC Credit on any of SRC Subscriber’s electric service bills for prior periods shall be administered exclusively by SRC Producer, and that Public Service shall not be required to increase or reduce any SRC Credit previously

applied to SRC Subscriber's electric service bill in any prior period to the extent such corrections are the result of incorrect subscription information for the PV System communicated to Public Service by SRC Producer. In connection with SRC Producer's execution of its responsibilities to process any such adjustments to SRC Credits previously applied by Public Service with respect to the PV System, SRC Subscriber hereby authorizes Public Service to disclose and release to SRC Producer any and all information reflected on SRC Subscriber's bills for retail electric service for all relevant periods, as may be necessary for SRC Producer to fully and properly administer such prior period adjustments among all SRC subscribers in the PV System.

1. Limitation of Agency. This Agency Agreement shall only serve to authorize SRC Producer to act as SRC Subscriber's agent with respect to SRC Subscriber's beneficial interest in and to the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System and delivered to Public Service to the extent that SRC Subscriber's subscription continues from time-to-time to qualify as a valid subscription in the PV System in accordance with Section 40-20-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff.

2. Term of Agency and Termination. (a) This Agency Agreement shall become effective upon its execution by both SRC Subscriber and SRC Producer and shall continue in effect for so long as a valid and existing contract between Public Service and SRC Producer for the purchase and sale of such Photovoltaic Energy and associated Renewable Energy Credits shall continue in effect.

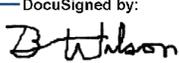
(b) This Agency Agreement may be terminated by either SRC Producer or SRC Subscriber upon Public Service's receipt of notice that SRC Subscriber's subscription in the PV System has been terminated or transferred in its entirety, or that SRC Subscriber no longer holds an interest in the beneficial use of the Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System.

(c) This Agency Agreement shall automatically terminate upon: (i) the effective date of the termination of the contract between SRC Producer and Public Service for the purchase and sale of Photovoltaic Energy and associated Renewable Energy Credits generated by the PV System; or (b) in the event of an effective assignment by SRC Producer of such contract, where Public Service has consented to such assignment in writing, the effective date of a replacement agency agreement between SRC Subscriber and the new owner or subscriber organization of the PV System that has taken assignment of such contract from SRC Producer.

5. Representation and Acknowledgement. By executing this SRC Subscriber Agency Agreement, SRC Subscriber represents and warrants that the information stated herein is true and correct to the best of SRC Subscriber's knowledge and belief and that SRC Subscriber has signed up for the stated subscription share size in the PV System through SRC Producer.

6. Consent to Disclose Account Information. SRC Subscriber shall provide to Public Service a completed and signed "Consent to Disclose Utility Customer Data" form granting consent for Public Service to share information regarding SRC Subscriber's past and present electric usage at the Service Address(es) identified above in order for SRC Producer independently to verify the extent of SRC Subscriber's eligibility to hold a subscription in the PV System pursuant to Section 40-2-127, C.R.S., the effective rules and regulations promulgated thereunder by the Colorado Public Utilities Commission, and Rate Schedule SRC of Public Service's Colorado Public Utilities Commission electric tariff. The Consent to Disclose Utility Customer Data form shall be that form posted from time to time on the Xcel Energy website or the website of the Colorado Public Utilities Commission.

IN WITNESS WHEREOF, this Agency Agreement was duly executed by the undersigned authorized representatives of SRC Subscriber and SRC Producer.

SRC SUBSCRIBER DocuSigned by:

428DC09CA3B04E9...

By: Brett Wilson
Title: Superintendent

Date: 6/7/2019

SRC PRODUCER 

By: Marc Bencivenni
Title: COO

Date: 6/7/19

Attachment A

Account Number	Premise Number	Address	Subscribers Initial Subscription Share
53-1982226-3	300686091	400 WEST AVE BRUSH CO 80723	Up to 800kW
53-1982226-3	300809417	420 GLACIER AVE BRUSH CO 80723	Up to 800kW
53-1982226-3	301005105	401 HOWARD ST BRUSH CO 80723	Up to 800kW
53-1982226-3	301762551	527 INDUSTRIAL PARK RD BRUSH, CO 80723	Up to 800kW
53-1982226-3	302129621	422 RAY ST BRUSH CO 80723	Up to 800kW
53-0012129416-9	304733156	400 WEST AVE UNIT TEMP BRUSH, CO 80723	Up to 800kW

