

Standard Economic Development Rate Customer Service Agreement

This Economic Development Rate Customer Service Agreement (the “Agreement”) is made and entered into this [] day of [], 20[] (“Execution Date”), and is by and between Public Service Company of Colorado, d/b/a/ Xcel Energy (Company), a Colorado corporation, whose address is 1800 Larimer Street, Denver, Colorado 80202-5533, and [], with a service address of [] (“Customer”). This Agreement is applicable to Customer Accounts []. Company and Customer may be referred to herein individually as a “Party” or collectively as the “Parties.” Unless otherwise noted, capitalized terms shall have the meaning ascribed to them in the Company’s applicable electric tariffs on file with the Commission and as they may be revised from time to time (“Electric Tariff”).

Company desires to provide a discount to Customer through Company’s Schedule EDR in its Electric Tariff (“Schedule EDR”) to encourage Customer to expand existing or locate new load in Company’s service territory. Customer desires to enter into this Contact in order to receive a discount for Electric Service pursuant to Schedule EDR in the Company’s Electric Tariff.

A. Term

For purposes of this Agreement, the “Effective Date” is the date the Company and Customer mutually agree that Customer can start taking Electric Service for the Customer Account(s) listed above under Schedule EDR: [] [insert Effective Date]. The Agreement shall continue in effect for a term of [] years [no more than 10 years] from and after the Effective Date (“Contract Term”), unless otherwise terminated pursuant to its terms. For purposes hereof, the first “Contract Year” shall mean the period starting at 12:01 a.m. on the Effective Date and ending at 11:59 pm on the last day of the calendar month in which the first anniversary of the Effective Date occurs. Each successive “Contract Year” shall mean the 12-month period following the prior Contract Year.

B. Customer Representations and Warranties

Customer Represents and Warrants to Company that Customer:

1. is or as of [] [Date must be before anticipated Effective Date of Agreement] will be a Commercial or Industrial end-use electric customer of the Company and does or will as of [] [Date must be before anticipated Effective Date of Agreement] take service under the Company’s [] rate. [Insert SG, PG, or TG].
2. [Choose the alternative that applies]

_____ will locate in the Company’s service territory [] Megawatts (MW) of new load at a single location. The new load is not being relocated from the service territory of another Colorado public utility. For the following Contract Years, Customer’s load shall meet the following requirements:

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- i. For the first Contract Year, in one (1) billing cycle Customer shall have at least [] MW of load, measured by the maximum fifteen (15) minute integrated measured demand in such billing cycle.
- ii. For the second and third Contract Years, in six (6) separate billing cycles each Contract Year, Customer shall have at least [] MW of load, as measured by the maximum fifteen (15) minute integrated measured demand in such billing cycle.
- iii. For the fourth Contract Year and thereafter, if applicable, in eleven (11) separate billing cycles each Contract Year, Customer shall have at least [] MW of load, as measured by the maximum fifteen (15) minute integrated measured demand in such billing cycle.

_____ will expand its existing load in the Company's service territory by adding [] MW of new load at an existing location. For the following Contract Years, Customer's load shall meet the following requirements:

- i. For the first Contract Year, in one (1) billing cycle Customer shall have at least [] MW of load, measured by the maximum fifteen (15) minute integrated measured demand in such billing cycle.
 - ii. For the second and third Contract Years, in six (6) separate billing cycles each Contract Year, Customer shall have at least [] MW of load, as measured by the maximum fifteen (15) minute integrated measured demand in such billing cycle.
 - iii. For the fourth Contract Year and thereafter, if applicable, in eleven (11) separate billing cycles each Contract Year, Customer shall have at least [] MW of load, as measured by the maximum fifteen (15) minute integrated measured demand in such billing cycle.
3. The cost of electricity was a critical consideration in deciding where to locate the load identified in Section B.2 above, and the availability of the Schedule EDR, either on its own or in combination with other economic development incentives, was a substantial factor in locating new or expanding existing business operations in Colorado. Customer agrees to enter into a sworn affidavit in a form similar to that provided as Attachment 1, attesting that they meet the requisite Schedule EDR eligibility requirements, and agrees to supply specific facts to support its affidavit.

C. Base Rate Discount

The service account(s) to which the base rate discount will apply are []. The discounts shall only apply to the following base rate charges, if applicable to Customer: Distribution Demand, Generation and Transmission Demand, and Energy.

The table below reflects the discounts and effective rates applicable to customers taking service under the Schedule EDR as of the Execution Date. Customer's entire load on the qualifying account(s) will be eligible for the base rate discount corresponding to the Contract Term set forth below:

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		Contract Term									
		1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year
Base Rate Discounts	Year 1	10%	10%	10%	20%	20%	30%	30%	40%	40%	40%
	Year 2	- NA -	10%	10%	10%	20%	20%	30%	30%	40%	40%
	Year 3	- NA -	- NA -	10%	10%	10%	20%	20%	30%	30%	40%
	Year 4	- NA -	- NA -	- NA -	10%	10%	10%	20%	20%	30%	30%
	Year 5	- NA -	- NA -	- NA -	- NA -	10%	10%	10%	20%	20%	30%
	Year 6	- NA -	- NA -	- NA -	- NA -	- NA -	10%	10%	10%	20%	20%
	Year 7	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	10%	10%	10%	20%
	Year 8	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	10%	10%	10%
	Year 9	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	10%	10%
	Year 10	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	- NA -	10%

The discounts shall not apply to Service and Facility Charges. Customer shall pay all applicable non-base rate adjustments including: Electric Commodity Adjustment; Demand-Side Management Cost Adjustment; and Renewable Energy Standard Adjustment. Customer shall be required to fund any necessary distribution and transmission extensions as required under the Company’s Transmission Line Extension Policy and Distribution Extension Policy as provided in the Company’s Electric Tariff.

The discounts shall not apply to load in excess of twenty (20) MW unless and until the Company and Customer mutually agree on an amendment to this Agreement reflecting such additional load, and such amended Agreement is approved by the Colorado Public Utilities Commission (“Commission”).

D. Commission Jurisdiction; Service Provided Pursuant to Tariff.

This Agreement shall at all times be subject to such changes or modifications by the Commission as the Commission may, from time to time, direct in the exercise of its jurisdiction. In addition, this Agreement shall at all times be subject to the Company’s Electric Tariff, as well as all of the rules and policies concerning service under Schedule EDR in the Company’s Electric Tariff. In the event of any conflict between the terms of this Agreement and Company’s Electric Tariff, the provisions of the Electric Tariff shall control.

E. Customer Required to Maintain Eligibility Throughout the Term; Early Termination

During the Contract Term, Customer shall maintain eligibility to take service under Schedule EDR pursuant to the terms set forth in Section B.2 of this Agreement and the Company’s Electric Tariff.

The Parties agree that Company and its customers would suffer damages if Customer receives a discount under Schedule EDR in the Company’s Electric Tariff but is not qualified to receive such discount.

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If Customer does not meet the conditions for eligibility to take service under this Agreement and the Company's Electric Tariff due to *force majeure*, Customer shall have a period of one-hundred and eighty (180) days to remedy such failure to meet the conditions for eligibility to take service under this Agreement and the Company's Electric Tariff. During such period, Company shall have no obligation to apply the base rate discounts set forth in Section C above. Should the event of *force majeure* last more than one-hundred and eighty (180) days, Company shall have the right to terminate this Agreement upon written notice to Customer, and move Customer to service Schedules SG, PG or TG, whichever is applicable to Customer. In no event will the existence of *force majeure* extend this Agreement beyond the Contract Term.

If, prior to the expiration of the Contract Term, Customer terminates this Agreement, Customer shall be liable to pay, as liquidated damages and not a penalty, an amount equal to the cumulative difference between: (i) the electric bills calculated under Schedule EDR in the Company's Electric Tariff based on the Contract Term reflected in this Agreement; and, (ii) the electric bills that would have been calculated under Schedule EDR in the Company's Electric Tariff under an assumed Contract Term corresponding with the number of Contract Years between the Effective Date and the early termination date, calculated from the Effective Date to the date of the early termination. If this Agreement is terminated due to Customer's intentional misrepresentation or fraud, Customer shall be liable to pay, as liquidated damages and not a penalty, an amount equal to 200 percent of the cumulative difference between: (i) the electric bills calculated under Schedule EDR in the Company's Electric Tariff; and, (ii) the electric bills that would have been calculated under Schedules SG, PG or TG, as applicable, in the Company's Electric Tariff, calculated from the Effective Date to the date of the early termination.

In the event this Agreement is terminated prior to the expiration of the Contract Term, Customer shall remain obligated to pay for any distribution and transmission extensions made to serve Customer as required under the Company's Transmission Line Extension Policy and Distribution Extension Policy.

F. Commission Review.

This Agreement is subject to Commission review. The Company shall submit the Agreement (as a confidential document) and the affidavit attached to this Agreement as Attachment 1, to be supported by specific facts attesting to the customer's eligibility to participate in Schedule EDR.

G. Governing Law.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

H. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and shall constitute one and the same instrument. The Parties agree that a facsimile or .PDF copy of a counterpart signed by the other Party will be deemed original and binding.

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I. Successors and Assigns; Assignment.

This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the respective Parties hereto.

Company may assign this Agreement to any affiliate, or to any successor that provides retail electric service in all or substantially all of Company's service territory and is subject to rate and quality of service regulation under the jurisdiction of the Commission. Any other assignment of this Agreement by Company shall require the prior written consent of Customer, not to be unreasonably withheld, conditioned or delayed.

Customer's assignment of this Agreement may require the approval or review of the Commission. Any attempted assignment of this Agreement by Customer without such approval or review, if required, shall be null and void and of no force and effect. In addition, Customer shall not assign this Agreement without the written consent of Company, not to be unreasonably withheld, conditioned or delayed.

J. Relationship of the Parties.

Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall either Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Agreement.

K. Amendments or Modifications.

No amendment, modification, or change of this Agreement shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties, which may be subject to Commission review and/or approval.

L. Construction.

No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties.

M. No Third-Party Beneficiaries.

Except as otherwise specifically provided herein, this Agreement is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.

N. Notices.

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All notices provided for in this Agreement shall be in writing and shall be deemed to have been received: (1) when delivered by hand; (2) when sent by facsimile with verification; (3) when deposited in the United States mail, postage prepaid and properly addressed (4) when sent via overnight courier; or, (5) when delivered by email, when the recipient, by an email sent to the email address for the sender stated in this Section, or by a notice delivered by another method in accordance with this Section, acknowledges having received that email, with an automatic “read receipt” not constituting acknowledgment.

Notices shall be sent to the following:

Xcel Energy
1800 Larimer St. Suite [REDACTED]
Denver, CO 80202
Fax: [REDACTED]
Email: [REDACTED]

If to Customer:

Fax: [REDACTED]
Email: [REDACTED]

or at such other address as either party may hereafter designate by notice in writing.

O. Entire Agreement.

This Agreement, together with all Exhibits attached hereto and any applicable Electric Tariff, constitutes the entire understanding and agreement between the Parties and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect.

P. Survival.

The provisions of this Agreement that logically should survive to give effect to the rights and obligations of the Parties shall survive, including without limitation payment obligations, with respect to events and circumstances arising prior to termination.

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IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the date and year first above written.

Customer:

Signature

Name:

Date:

Public Service Company of Colorado d/b/a Xcel Energy

Signature

Name:

Title:

Date:

**Xcel Energy Services Inc., as authorized signatory
for Public Service Company of Colorado d/b/a Xcel Energy**

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**ATTACHMENT 1
AFFIDAVIT FOR ECONOMIC DEVELOPMENT RATE¹**

1. I am authorized to make this affidavit on behalf of [] (“Customer”).
2. Customer is, or as of [] [Date must be before anticipated Effective Date of Agreement] will be a Commercial or Industrial end-use electric customer of Public Service Company of Colorado d/b/a Xcel Energy (“Company”) and does or will as of [] [Date must be before anticipated Effective Date of Agreement] take service under the Company’s [] rate. [Insert SG, PG, or TG].
3. [Choose the alternative that applies]

_____ Customer intends to locate in the Company’s service territory [] Megawatts (MW) of new load at a single location. The new load is not being relocated from the service territory of another Colorado public utility.

_____ Customer intends to expand its existing load in the Company’s service territory by adding [] Megawatts (MW) of new load at an existing location. The new load is not being relocated from the service territory of another Colorado public utility.

4. The cost of electricity was a critical consideration in deciding where to locate the load identified in Paragraph 3 above, and the availability of Schedule EDR in the Company’s Electric Tariff on file with the Public Utilities Commission of the State of Colorado, either on its own or in combination with other economic development incentives, was a substantial factor in locating new or expanding existing business operations in Colorado.
5. I declare under penalty of perjury under the laws of Colorado that the foregoing is true and correct.

[Insert additional factual details to be supplied by customer demonstrating statutory eligibility]

Executed this _____ day of _____, 20_____.

By: _____
Affiant

(Type or print name)

Title: _____

¹ An executed Notary seal will be included on final, sworn affidavit.