

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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15th Revised Sheet No. TOC-1

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**CONTRACTS**

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**ELECTRIC SERVICE AGREEMENT**

Section No. 7  
3rd Revised Sheet No. 2



**ELECTRIC SERVICE AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between  
NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall,  
Minneapolis, Minnesota 55401, and \_\_\_\_\_ "Customer"  
engaged in the business of \_\_\_\_\_.

WITNESSETH: That the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. **KIND OF SERVICE:** Xcel Energy agrees to supply and Customer agrees to accept electric service in the form of \_\_\_\_\_ Phase, \_\_\_\_\_ Wire, Alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of \_\_\_\_\_, for Customer's use solely for the operation of electric equipment now installed by Customer on the property known as \_\_\_\_\_ located at \_\_\_\_\_.
2. **CAPACITY COMMITMENT:** Xcel Energy agrees to provide and keep available throughout the term of this Agreement for Customer's use at the above location \_\_\_\_\_ kilovolt-amperes of capacity. Xcel Energy also agrees to provide additional capacity to an aggregate of \_\_\_\_\_ kilovolt-amperes upon reasonable notice from Customer specifying the additional amount of capacity and the date same will be required. Reasonable notice shall be construed as meaning ample time in which Xcel Energy can provide such additional capacity in its system as may be necessary.
3. **SERVICE INSTALLATION:** Customer may be responsible at its cost to provide certain capabilities or conditions prior to Xcel Energy's installation of service, as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.
4. **CHARGES:** All charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

(Continued on Sheet No. 7-3)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**ELECTRIC SERVICE AGREEMENT (Continued)**

Section No. 7  
3rd Revised Sheet No. 3

5. TERM: This Agreement shall commence at 12:01 A.M. on \_\_\_\_\_, \_\_\_\_\_, and shall continue for a period ending at 12:01 A.M. on \_\_\_\_\_, \_\_\_\_\_, and, if not then terminated by at least six months prior written notice by either party, shall continue further until so terminated; provided, that in the event Xcel Energy continues to supply electric service to Customer at this location subsequent to the termination of this Agreement, the demands billed Customer during the eleven months preceding such termination shall be used in applying the rate during the first eleven months of such continued supply of electric service. This Agreement may not be reinstated for the same service within 12 months of the termination date unless the monthly demand minimums, subsequent to the termination date, have been satisfied.

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6. RATES: All rates applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

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7. PAYMENT OF BILLS: All bills are for services supplied by Xcel Energy in the preceding billing period and are payable at Xcel Energy's office on or before the Date Due stated on Xcel Energy's bills to Customer. All bills will be issued to Customer at the location identified in Section 1 above, unless the Customer has given Xcel Energy written notice of a different address for billing purposes.

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8. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where the services are provided. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. This Agreement is also subject to Section(s) \_\_\_\_\_ appearing under the heading "Additional Terms and Conditions" on the reverse side of or attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Xcel Energy.

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**NORTHERN STATES POWER COMPANY,  
a Minnesota corporation ("Xcel Energy")**

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XCEL ENERGY REPRESENTATIVE

CUSTOMER

Print Full Name: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

T

T

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

T

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

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

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Form 17-6840

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(Continued on Sheet No. 7-4)

Date Filed: 07-29-10

By: Judy M. Poferl

Effective Date:

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President and CEO of Northern States Power Company, a Minnesota corporation

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12-17-10

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**ELECTRIC SERVICE AGREEMENT (Continued)**

Section No. 7  
3rd Revised Sheet No. 4

**ADDITIONAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE AGREEMENT**

1. CANCELLATION OF PRIOR AGREEMENT: This Agreement supersedes the agreement dated \_\_\_\_\_, \_\_\_\_\_, between Xcel Energy and Customer for the supply of electric service at \_\_\_\_\_ except that Customer billing demands during the last eleven months thereunder shall be used in applying the rate during the first eleven months of this Agreement, and except as to unpaid bills.

2. CANCELLATION OF PRIOR AGREEMENT: This Agreement supersedes the Agreement dated \_\_\_\_\_, \_\_\_\_\_, between Xcel Energy and \_\_\_\_\_, to whose interest Customer has succeeded for the supply of electric service at \_\_\_\_\_, except that billing demands billed \_\_\_\_\_ during the last eleven months thereunder shall be used in applying the rate during the first eleven months of this Agreement, and except as to unpaid bills owed by \_\_\_\_\_.

3. REFUND: Xcel Energy agrees that if at any time prior to the expiration of \_\_\_\_\_ (\_\_\_\_) years, commencing on the effective date of this Agreement, Customer has paid \$ \_\_\_\_\_ to Xcel Energy for electric service supplied under this Agreement, Xcel Energy will refund to Customer, without interest, the amount of \$ \_\_\_\_\_ paid as a charge for making electric service available.

4. CANCELLATION OF MONTHLY FACILITIES CHARGE: In consideration of Xcel Energy installation of additional facilities, \_\_\_\_\_ agrees to pay to Xcel Energy installation plus removal costs minus salvage value of the removed facilities in the event the Customer leaves the service location or does not desire the additional facilities, at any time within ten years from date of this Agreement.

5. FACILITIES CHARGE: In consideration of Xcel Energy's installation of additional facilities to provide \_\_\_\_\_ (Basic Section Insert), a service not normally available, \_\_\_\_\_ agrees to pay Xcel Energy the sum of \$ \_\_\_\_\_ per month in addition to and with each monthly billing during the term hereof.

**Basic Section Inserts**

- 1) An excess service extension
- 2) A specific service location (and/or route)
- 3) For relocation of established distribution (and/or service) facilities
- 4) Service for intermittent equipment Examples: X-ray machines, arc welders, spot welders, seam welders, butt welders, etc.
- 5) Service for special service functions Examples: duplicate facilities, special switching, control equipment, etc.
- 6) Three phase service where single phase is adequate
- 7) For replacement of existing overhead facilities with underground facilities
- 8) A specific service voltage
- 9) Additional capacity at non-standard service area voltage
- 10) Transformation while remaining on the Primary Distribution Voltage Rate

Form 17-6848

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**ELECTRIC SERVICE AGREEMENT  
PEAK CONTROLLED SERVICE**

Section No. 7  
2nd Revised Sheet No. 5

Account No. \_\_\_\_\_

**ELECTRIC SERVICE AGREEMENT  
PEAK CONTROLLED SERVICES**

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THIS AGREEMENT, Made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between  
NORTHERN STATES POWER COMPANY, a Minnesota corporation and wholly owned subsidiary of Xcel  
Energy Inc. hereinafter called the "Company," and  
\_\_\_\_\_, hereinafter called the "Customer," engaged  
in the business of \_\_\_\_\_.

WITNESSETH: That the parties hereto, each in consideration of the agreements of the other, agree as follows:

1. **KIND OF SERVICE:** Company agrees to supply and Customer agrees to accept electric service in the form of \_\_\_\_\_ Phase, \_\_\_\_\_ Wire, Alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of \_\_\_\_\_, for Customer's use solely for the operation of electric equipment now installed or to be installed by Customer on the property known as \_\_\_\_\_ located at \_\_\_\_\_.
2. **ANNUAL MINIMUM DEMAND CHARGE:** In consideration of the capacity commitment by Company and its investment in facilities to serve Customer, Customer agrees that if the net demand charge payments during any contract year hereunder, in accordance with the rate selected specified in Section 4 below, amount to less than the minimum demand charge specified in this rate schedule, the difference between such minimum demand charge and said net demand charge payment shall be included in the bill following the contract anniversary month and Customer agrees to pay same as a charge for service rendered.
3. **TERM:** This Agreement shall commence at 12:01 A.M. on \_\_\_\_\_, \_\_\_\_\_, and shall continue for a period ending at 12:01 A.M. \_\_\_\_\_, \_\_\_\_\_, and if not then terminated by at least six months prior written notice by either party for Tier 2 customers or by at least 36 months prior written notice by either party for Tier 1 customers, shall continue further until so terminated.

(Continued on Sheet No. 7-6)

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**ELECTRIC SERVICE AGREEMENT  
PEAK CONTROLLED SERVICE (Continued)**

Section No. 7  
2nd Revised Sheet No. 6

4. RATE: Customer agrees to qualify for and elects the Rate Schedule for \_\_\_\_\_, Tier \_\_\_\_\_. Customer agrees to pay in accordance with the terms of Company's established Rate Schedule in effect from time to time in this locality for such Service, the established Rate Schedule now in effect being the one attached hereto. Effective with the term commencement date, the Rate Code is: \_\_\_\_\_. However, the specific rate and Rate Code are subject to change following an annual evaluation of Performance Factor based on Customer's previous 12 months usage. This Rate and Rate Code change does not require Customer authorization. This Rate Schedule may provide for adjustment(s) pursuant to identified Rider(s). In addition to the rates specified, the Company shall collect any sales, use, excise or other such taxes and fees that are legally effective and applicable to the service provided.

5. PAYMENT OF BILLS: All bills are payable at Company's office on or before the date the bill is due for service supplied by Company in the preceding billing period. All bills will be issued to Customer at the location identified in Section 1 above, unless the Customer has given the Company written notice of a different address for billing purposes.

6. SERVICE INSTALLATION: Customer may be responsible at its cost to provide certain capabilities or conditions prior to the Company's installation of service, as provided in the General Rules and Regulations of Company and/or in the Rate Schedule for Customer's specific service, as they now exist or may hereafter be changed and both on file with the state Regulatory Commission.

7. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company. This Agreement is also subject to Sections(s) \_\_\_\_\_ appearing under the heading "Additional Terms and Conditions" which are attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Company.

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8. MAXIMUM HOURS OF INTERRUPTION: Company agrees that the total intentional interruptions of controlled demand will not exceed 80 hours per calendar year for Tier 2 customers, 150 hours per year for Tier 1 customers, and 300 hours per year for Tier 1 Energy Controlled Service Rider customers.

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9. CONTROL PERIOD NOTICE: Company will endeavor to give Customer one hour notice of commencement of control period.

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(Continued on Sheet No. 7-7)

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**ELECTRIC SERVICE AGREEMENT  
PEAK CONTROLLED SERVICE (Continued)**

Section No. 7  
2nd Revised Sheet No. 7

11. **EXPECTED MAXIMUM DEMANDS:** For the term of this Agreement, Customer's expected maximum annual adjusted demand is \_\_\_\_\_ kW. The expected maximum annual demand less the predetermined demand level is the expected maximum controlled demand. The Customer's expected maximum summer season adjusted demand is \_\_\_\_\_ kW.

12. **PREDETERMINED DEMAND LEVEL (PDL):** Customer may elect either the standard or optional arrangement as specified below.

**Standard:** Customer agrees to limit adjusted demand to \_\_\_\_\_ kW during control periods.

**Optional:** Customer agrees to **reduce** adjusted demand by \_\_\_\_\_ kW during control periods. Customer's PDL will be the monthly adjusted demand less the agreed to load reduction.

Any customer with generating equipment which is operated in parallel with Company must comply with all requirements associated with Parallel Operations specified in the General Rules and Regulations of Company.

The PDL may be revised **within or after the trial period** subject to approval by Company. If the revision of the PDL occurs **WITHIN THE TRIAL PERIOD**, the Customer pays the demand charge differential for the corresponding months of the contract in the trial period multiplied by the number of kilowatts (kW) the Customer increases the PDL. Charges for the failure to control to their PDL are forgiven. The Customer will be credited any paid penalties against the recalculated amount. If the revision of the PDL occurs **AFTER THE TRIAL PERIOD**, the same calculation is made for the most recent months up to but not to exceed 18. In this case, however, the Customer is responsible for the greater of the following: (a) the amount determined by multiplying the demand charge differential by the PDL increase, as described above, or (b) the total amount of any penalties paid/owed for failure to control load to the previous PDL.

13. **TRIAL PERIOD AND CANCELLATION CHARGE:** Company agrees that the first twelve months of this Agreement will be a trial period. Customer must notify Company in writing to terminate this Agreement during the trial period. If Customer terminates this Agreement during the trial period, Customer's Peak Controlled Service or Peak Controlled Time of Day Service bills will be recalculated using the corresponding firm rate (General Service or General Time of Day Service). Customer will be charged the difference between the recalculated amount and the amount charged under the corresponding Peak Controlled rate. Also, Customer will receive a refund for any additional charges which were assessed during the trial period due to Customer failure to control load. A trial period for Peak Controlled Service or Peak Controlled Time of Day Service will not be available to any Customer account that has previously received either service, or the closed Peak Controlled or Energy Controlled Services.

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(Continued on Sheet No. 7-8)

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**ELECTRIC SERVICE AGREEMENT**  
**PEAK CONTROLLED SERVICE (Continued)**

Section No. 7  
3rd Revised Sheet No. 8

13. (Continued)

Customer will pay a cancellation charge after the twelve month trial period if Customer terminates this Agreement and elects to receive service from NSP on a non-interruptible basis or this Agreement is terminated as a result of any default of Customer. Customers no longer receiving service from NSP upon termination of Agreement will not be assessed the cancellation charge. The cancellation charge will be the difference between the billing amounts described above, for the most recent 18 months for Tier 2 or 36 months for Tier 1 of Peak Controlled Service or Peak Controlled Time of Day Service. Customer will not receive a refund for any additional charges which were assessed during this 18 or 36 month period due to Customer failure to control load.

Additionally, if at any time this Agreement is terminated in any above described manner, Customer will be charged all installation and removal costs for special equipment and facilities provided by Company for Peak Controlled Service or Peak Controlled Time of Day Service.

14. PROGRAM CHANGE: A Customer may choose to cancel their Electric Service Agreement for Peak Controlled Service in order to transfer their controllable load to another demand response program by Xcel Energy with a minimum 60 day notice to the Company. No cancellation charge will apply for a qualifying transfer to another program. A Peak Controlled Service tariff will not be available to a customer transferring to another program for a period of 36 months following the transfer.

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15. FAILURE TO CONTROL: If in any month Customer fails to control load to predetermined demand level when requested by Company, the additional charge specified in the Rules for Application of Peak Controlled Services shall be applied to the amount by which Customer's maximum adjusted demand during any control period exceeds predetermined demand. If Customer incurs three failures to control load to predetermined demand level when requested by Company, the Company reserves the right to renegotiate the predetermined demand level or remove Customer from Peak Controlled or Peak Controlled Time of Day Service. In a case where Customer is removed from Peak Controlled or Peak Controlled Time of Day Service, Customer will be subject to a cancellation charge specified in Customer's Electric Service Agreement.

16. GENERATING CUSTOMER CHARGE: Customer choosing the Optional Predetermined Demand Level agrees to pay Company \$ \_\_\_\_\_ per month for additional metering and billing expenses related to the use of Customer-operated generating equipment to reduce adjusted demand during control periods, as described in the Rules for Application of Peak Controlled Services.

**NORTHERN STATES POWER COMPANY,**  
**a Minnesota corporation ("Xcel Energy")**

By \_\_\_\_\_  
Title \_\_\_\_\_

**CUSTOMER** \_\_\_\_\_

By \_\_\_\_\_  
Title \_\_\_\_\_

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\_\_\_\_\_  
Service Policy

(Continued on Sheet No. 7-08.2)

Date Filed:	05-27-22	By: Christopher B. Clark	Effective Date:	09-12-22
		President of Northern States Power Company, a Minnesota Corporation		
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**AUTOMATIC THROW-OVER/MANUAL THROW-OVER  
DUAL FEEDER AGREEMENT**

Section No. 7  
2nd Revised Sheet No. 9



**AUTOMATIC THROW-OVER/MANUAL THROW-OVER DUAL FEEDER AGREEMENT**

DATE: \_\_\_\_\_  
CUSTOMER NAME: \_\_\_\_\_  
CUSTOMER/EQUIPMENT LOCATION: \_\_\_\_\_  
ESTIMATED COST: \_\_\_\_\_  
TOTAL DEMAND NOT TO EXCEED: \_\_\_\_\_ kVA  
IDENTIFY WHETHER CUSTOMER OWNED OR  
COMPANY OWNED ATO/MTO EQUIPMENT. ☐ COMPANY OWNED ☐ CUSTOMER OWNED  
IDENTIFY WHETHER ATO OR MTO EQUIPMENT. ☐ ATO ☐ MTO

Northern States Power Company, a Minnesota corporation, is referred to as "Xcel Energy" or the "Company."

The Customer's and Company's rights and obligations with respect to the Automatic Throw-Over / Manual Throw-Over (ATO/MTO) Service for the Customer at the above location are set forth and subject to the terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, including the tariffed ATO/MTO Dual Feeder Service and the tariffed version of this ATO/MTO Dual Feeder Agreement, as they now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission. Each ATO/MTO installation requires a separate ATO/MTO Dual Feeder Agreement.

Customer payment to the Company of the above-identified estimated cost is required prior to the Company installing the ATO/MTO Facilities and/or "Excess Facilities" related to modifying its distribution facilities to accommodate the ATO/MTO Facilities.

This Agreement replaces and supersedes any prior agreement or understanding between the parties governing ATO/MTO or Dual Feeder service.

The term of this Agreement is ten years from the later of the date of this Agreement or the installation of the ATO/MTO Facilities, and shall continue thereafter on a month-to-month basis. The Agreement may be canceled by Customer at any time upon written or email notice to the Company. The Agreement may be canceled by Company following the initial ten year term upon 180 days written or email notice to Customer.

(Continued on Sheet No. 7-10)

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		President and CEO of Northern States Power Company, a Minnesota corporation		
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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**AUTOMATIC THROW-OVER/MANUAL THROW-OVER  
DUAL FEEDER AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 10

Northern States Power Company,  
a Minnesota corporation (“Xcel Energy”)

Customer

Print Full Name and Title

Print Full Name and Title (if applicable)

Signature

Signature

FOR XCEL ENERGY USE

Xcel Energy Representative

Xcel Energy Work Order #

D  
N

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(Continued on Sheet No. 7-11)

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By: David M. Sparby

Effective Date:

11-19-14

President and CEO of Northern States Power Company, a Minnesota corporation

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10-20-14

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**AUTOMATIC THROW-OVER/MANUAL THROW-OVER  
DUAL FEEDER AGREEMENT (Continued)**

Section No. 7  
8th Revision Sheet No. 11



CUSTOMER NAME:	

**Attachment “A”**

**One-Line Diagram is provided below or is attached.**

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(Continued on Sheet No. 7-12)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**AUTOMATIC THROW-OVER/MANUAL THROW-OVER  
DUAL FEEDER AGREEMENT (Continued)**

Section No. 7  
7th Revision Sheet No. 12



CUSTOMER NAME:	

**Attachment “B”**

The Customer shall update the information and documents in this Attachment B to keep the information current while this Agreement is in force.

**Customer Documentation Showing:**

1. For the ATO/MTO Facilities in this Agreement, provide below or attach Customer escalation point of contacts, including for each such contact: name, title, office address, office and cell telephone numbers, and email address.
2. If the ATO/MTO Facilities in this Agreement are Customer owned, provide Customer's primary and secondary electrical system design and operation procedures pertaining to the Customer-owned ATO/MTO Facilities.

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**CUSTOMER BUYBACK PROGRAM (Continued)**

Section No. 7  
7th Revision Sheet No. 13

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**CANCELED**

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(Continued on Sheet No. 7-14)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**CUSTOMER BUYBACK PROGRAM (Continued)**

Section No. 7  
7th Revision Sheet No. 14

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**CANCELED**

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Northern States Power Company, a Minnesota corporation  
and wholly owned subsidiary of Xcel Energy Inc.

Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT**

Section No. 7  
Original Sheet No. 15

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**AUTHENTICATED**

Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program-Eastern Division

CONTRACT WITH LOWER SIOUX INDIAN COMMUNITY  
AND NORTHERN STATES POWER COMPANY  
FOR BILL CREDITING PROGRAM ARRANGEMENTS

(Continued on Sheet No. 7-16)

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Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.	E002/GR-05-1428		Order Date:	09-01-06

Northern States Power Company, a Minnesota corporation  
and wholly owned subsidiary of Xcel Energy Inc.  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 16

Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program-Eastern Division

CONTRACT WITH LOWER SIOUX INDIAN COMMUNITY  
AND NORTHERN STATES POWER COMPANY  
FOR BILL CREDITING PROGRAM ARRANGEMENTS

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	Schedule of Rates for Firm Power Service - Northern States Power	

(Continued on Sheet No. 7-17)

Date Filed: 11-02-05 By: Cynthia L. Leshner Effective Date: 02-01-07  
President and CEO of Northern States Power Company  
Docket No.: E002/GR-05-1428 Order Date: 09-01-06

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Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**WESTERN AREA POWER ADMINISTRATION  
CONTRACT (Continued)**

Section No. 7  
Original Sheet No. 17

Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

UNITED STATES  
DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program-Eastern Division

CONTRACT WITH LOWER SIOUX INDIAN COMMUNITY  
AND NORTHERN STATES POWER COMPANY  
FOR BILL CREDITING PROGRAM ARRANGEMENTS

1. PREAMBLE: This Contract is made this 28th day of March,  
2001, pursuant to the Acts of Congress approved June 17, 1902, (32 Stat.  
388), December 22, 1944, (58 Stat. 887), August 4, 1977, (91 Stat. 565),  
October 24, 1992, (106 Stat. 2776) and Acts amendatory or supplementary to the  
foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the  
Administrator, Western Area Power Administration, Department of Energy,  
hereinafter called Western, represented by the officer executing this Contract  
or a duly appointed successor, hereinafter called the Contracting Officer, and  
the Lower Sioux Indian Community, a Native American Tribe recognized by the  
Indian Self Determination Act of 1975, 25 U.S.C. § 450b, as amended,  
hereinafter called Lower Sioux, Northern States Power Company, a corporation  
duly organized under and by virtue of the laws of the State of Minnesota, dba  
Xcel Energy, hereinafter called Northern States Power, its successors and  
assigns, each sometimes hereinafter individually called Party or Contractor,  
and all sometimes hereinafter collectively called the Parties.

1 of 10

Continued on Sheet No. 7-18)

Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 18

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Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

2. EXPLANATORY RECITALS:

2.1 Western published a Notice of Final Allocations in the Federal Register on March 11, 1997, at 62 Fed. Reg. 11174 to implement Subpart C - Power Marketing Initiative of the Energy Planning and Management Program at 10 C.F.R. part 905. That notice identified Lower Sioux as an entity to which Western is willing to commit an allocation of available resource in the year 2001.

2.2 Western and Lower Sioux have entered into Contract No. 97-UGPR-927, as amended, which identifies a bill crediting program as the means to provide the benefit of the allocation to Lower Sioux. Because Lower Sioux has elected to participate in the bill crediting program, the utility which serves Lower Sioux must enter into this Contract. Subject to the terms and conditions of this Contract, Northern States Power agrees to assist in the bill crediting program for Lower Sioux, subject to the approval by the State of Minnesota or any agency, board or commission thereof, or the United States of America or any agency, board or commission thereof, within 3 months of the date of the Contract. Northern States Power will make a good faith effort to work with the various entities to gain such approval.

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Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.:	E002/GR-05-1428		Order Date:	09-01-06

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 19

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Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

2.3 The Parties desire to enter into this Contract to identify the responsibilities of each Party to enact the bill crediting program.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERM OF CONTRACT: This Contract shall become effective on the date of execution, and subject to prior termination as otherwise provided for herein. shall remain in effect for successive annual periods through December 31, 2020. This Contract may be terminated by any Party with 90 days advance written notice to all Parties prior to the expiration of any annual period. The Parties reserve the right to terminate this Contract if at any time any Party is found to be violating the obligations of this Contract or the spirit of this program.

5. BILL CREDITING PROGRAM: The bill crediting program shall provide the benefit of the firm power allocation to Lower Sioux utilizing existing transmission and distribution systems and existing power suppliers. Lower Sioux shall receive the benefit of the Western firm power allocated to it. The benefit is solely based upon the allocation, and does not represent an unbundling of any retail rate. The monthly Lower Sioux benefits will be based

3 of 10

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(Continued on Sheet No. 7-20)

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Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION  
CONTRACT (Continued)**

Section No. 7  
Original Sheet No. 20

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Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

upon the total of the kilowatt-hour usage of the designated accounts of the eligible Lower Sioux beneficiaries, hereinafter called Beneficiaries.

Beneficiaries of Lower Sioux shall receive a share of the tribal benefit as a credit to their power bill, as discussed further in Subsection 7.1. The credits will be applied to the billing statement for the designated accounts through Northern States Power's existing billing processes. Participation by Northern States Power in the bill crediting program and the signing of this Contract does not provide Northern States Power with any ownership or entitlement rights in the preference power allocation, nor does it nor is it intended to imply that Northern States Power is a preference entity or grant it preference status in accordance with Reclamation Law. Western will make a firm power sale to Northern States Power for MAPP or its successors accreditation purposes. No Contractual or beneficial relationship is intended nor created by this Contract between Northern States Power and the Beneficiaries, individually or as a group, or Western and the Beneficiaries, individually or as a group.

6. BENEFIT: Western agrees to sell energy designated for Lower Sioux to Northern States Power at a composite rate based upon charges under Western's then current Schedule of Rates for Firm Power Service attached hereto. Western will sell the energy to Northern States Power so that Lower Sioux may

4 of 10

(Continued on Sheet No. 7-21)

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Date Filed: 11-02-05	By: Cynthia L. Leshner President and CEO of Northern States Power Company	Effective Date: 02-01-07
Docket No.: E002/GR-05-1428		Order Date: 09-01-06
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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**WESTERN AREA POWER ADMINISTRATION  
CONTRACT (Continued)**

Section No. 7  
Original Sheet No. 21

Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

receive the benefit associated with its preference power allocation. Also  
attached to this Contract, is Northern States Power's then current Schedule of  
Rates for Firm Power Service, which shall be used to determine Northern States  
Power's composite rate. ~~Northern States Power's composite rate shall be valid  
for a four-year period beginning at the time the Contract is signed and is  
subject to re-negotiation by either Party at the conclusion of a four-year  
period.~~ The Lower Sioux benefit is derived from the difference between the  
composite rate for energy from Western and the composite rate for energy from  
Northern States Power.

AKB  
JPD  
BHA

7. IMPLEMENTATION RESPONSIBILITIES:

7.1 Lower Sioux: Lower Sioux shall furnish to Northern States Power and  
Western the names and addresses, not to exceed 2 in number, or as mutually  
agreed, of Beneficiaries who are end-use customers of Northern States Power  
and eligible under the Notice of Final Procedures, 61 Fed. Reg. 41142,  
published on August 7, 1996, to receive the benefits from the bill crediting  
program as determined by Western. Northern States Power will implement the  
bill crediting program beginning of February, 1, 2001, or as soon thereafter  
as possible, provided that Lower Sioux has submitted the Beneficiary list by  
that time. Lower Sioux shall have the right to change Beneficiaries after a

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Continued on Sheet No.7-22)

Date Filed: 11-02-05 By: Cynthia L. Lesher Effective Date: 02-01-07  
President and CEO of Northern States Power Company  
Docket No.: E002/GR-05-1428 Order Date: 09-01-06  
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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 22

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Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

90-day written notice consistent with the billing cycle of Northern States Power. Lower Sioux will designate an authorized representative to notify Northern States Power of the need to make changes to the Beneficiary list and will notify Western and Northern States Power of that authorized representative.

7.2 Northern States Power: Western shall make available and Northern States Power shall purchase the energy designated for Lower Sioux as a result of the allocation from Western as provided for in Section 6 of this Contract. The amounts of energy purchased by and delivered to Northern States Power for each month of the year shall be a percentage of the energy designated for Lower Sioux as set forth in Exhibit A. The energy delivery schedule to Northern States Power shall follow as close as possible to the expected load pattern of the Lower Sioux designated accounts. Northern States Power shall maintain billing records in accordance with normal utility practices and shall credit monthly on each account of Beneficiaries, the benefit of the firm power allocation based on the Beneficiaries' energy usage. The methods of calculation are as follows:

Determination of Lower Sioux monthly credit associated with delivery of Western's energy to Northern States Power in dollars

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(Continued on Sheet No. 7-23)

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Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.:	E002/GR-05-1428		Order Date:	09-01-06

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Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 23

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Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

$$MAE \times PSD \times (\text{Northern States Power's CR} - \text{Western's CR}) = BMC$$

where

MAE = Monthly Amount of Western's Energy Allocation to Lower Sioux as set forth in Section 2 of Exhibit A

PSD = Power Supplier Distribution Percent of Western's energy delivered by Northern States Power as set forth in Section 4 of Exhibit A

CR = Composite Rate

BMC = Beneficiaries' Monthly Credit

Determination of tribal beneficiary's monthly credit

$$(\text{MBEU}/\text{MTBEU}) \times BMC = \text{BPMS C}$$

where

MBEU = Monthly Beneficiary's Energy Usage

MTBEU = Monthly Total Beneficiaries' Energy Usage

BMC = Beneficiaries' Monthly Credit

BPMS C = Beneficiary's Proportionate Monthly Share of Credit

Northern States Power shall furnish, on an annual basis, a summary of the amounts of benefit for firm power allocation credited to Beneficiaries to the Parties. Northern States Power shall deduct a \$250 per month administrative fee for participation in this program.

7 of 10

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(Continued on Sheet No. 7-24)

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Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.:	E002/GR-05-1428		Order Date:	09-01-06

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 24

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Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

7.3 Western: Western will sell to Northern States Power the proportionate share of energy as set forth in Exhibit A.

8. EXHIBIT MADE PART OF ORIGINAL CONTRACT: Exhibit A, attached hereto, is hereby made part of this Contract and each shall be in force and effect in accordance with its terms until respectively superseded by a subsequent exhibit.

9. GENERAL POWER CONTRACT PROVISIONS: The General Power Contract Provisions (GPCP) effective July 10, 1998, attached hereto, are made part of this Contract the same as if they had been expressly set forth herein. Pursuant to Provision 13.4, the Parties agree to implement a net billing procedure. Provisions 3, 5, 7-10, 12, 15, 19, 20-30, 33 and 36 shall not apply hereto.

10. AUDIT/DISPUTE RESOLUTION: Lower Sioux or its authorized representative shall have the right, during normal business hours, to examine and inspect the designated Beneficiaries' billing records of Northern States Power, to the extent permitted by law, and consistent with Northern States Power's policies regarding inspection of records, related to such transactions to verify the reasonableness and accuracy of the benefits. In the event of any dispute concerning the benefits provided to Lower Sioux related to the sale of energy

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(Continued on Sheet No. 7-25)

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Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.:	E002/GR-05-1428		Order Date:	09-01-06

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION  
CONTRACT (Continued)**

Section No. 7  
Original Sheet No. 25

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Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

by Western, Lower Sioux and Northern States Power, shall attempt, in good  
faith, to resolve such disputes. In the event such informal dispute  
resolution does not provide a satisfactory resolution, either Lower Sioux or  
Northern States Power may request a mutually agreed upon third party to  
recommend a resolution to the matter in dispute.

(Continued on Sheet No. 7-25)

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**WESTERN AREA POWER ADMINISTRATION  
CONTRACT (Continued)**

Section No. 7  
Original Sheet No. 26

Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed the  
day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By Robert J. Harris

Title Power Marketing Manager

Address P.O. Box 35800

Billings, MT 59107-5800

Leandra O'Keefe  
January 31, 2005



(SEAL)

LOWER SIOUX INDIAN COMMUNITY

By Bob Pursatt

Title Chairman

Address R.R. #1 P.O. Box 308

Morton, MN 56270

Attest:

By Bob Pursatt

Title Asst. Sec. Treas.

(SEAL)

NORTHERN STATES POWER COMPANY

By Carol J. Peterson

Title VICE PRESIDENT

Address 414 Nicollet Mall

Minneapolis, MN 55401-1993

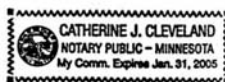
Attest:

By Carol J. Peterson

Title Asst. Secretary

Catherine J. Cleveland  
3-19-2005

10 of 10



(Continued on Sheet No. 27)

Date Filed: 11-02-05 Cynthia L. Leshar Effective Date: 02-01-07  
President and CEO of Northern States Power Company  
Docket No.: E002/GR-05-1428 Order Date: 09-01-06

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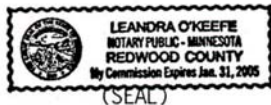
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**WESTERN AREA POWER ADMINISTRATION  
CONTRACT (Continued)**

Section No. 7  
Original Sheet No. 27

**CERTIFICATE**

I, Joe Pursatt, certify that I am the  
Asst. Sec. Treas of the Lower Sioux Indian  
Community, a Native American tribe named as Lower Sioux or Tribe  
herein; that Raymond Pursatt, who signed the above  
Contract on behalf of the Tribe, was then its Chairman;  
that said Contract was duly signed for and in behalf of the Tribe  
by authority of its governing body and is within the scope of its  
governmental powers.



Leandra O'Keefe  
January 31, 2001

Joe Pursatt  
Asst. Sec. Treas

(Continued on Sheet No.7-28)

Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.:	E002/GR-05-1428		Order Date:	09-01-06

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 28

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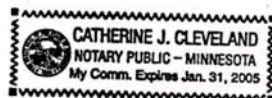
**CERTIFICATE**

I, CAROL J. PETERSON, certify that I am the Asst. Secretary  
of Northern States Power Company, the corporation named as Contractor herein;  
that Paul Bonavice, who signed the above/attached contract  
on behalf of such Contractor, was then its Vice President; that  
such contract was duly signed for and in behalf of such Contractor by  
authority of its governing body and is within the scope of its  
corporate powers.

(SEAL)

Signature Carol J. Peterson

Catherine J. Cleveland  
3-19-2001



(Continued on Sheet No. 7-29)

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Date Filed:	11-02-05	Cynthia L. Leshar	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 29

Exhibit A  
Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

**EXHIBIT A**

(Energy and Demand Values for Bill Crediting Program Arrangements  
and Percentage Participation of Parties)

1. This Exhibit A made this 28th day of March, 2001, effective under and as a part of Contract No. 99-UGPR-160 dated March 28, 2001, hereinafter called the Contract, shall become effective on the effective date of the Contract, and shall remain in effect either until superseded by another Exhibit A or until the termination of the Contract.

2. ENERGY AND DEMAND VALUES FOR BILL CREDITING PROGRAM ARRANGEMENTS: Western has established, for each month of the year, values for the energy and demand of Western to Lower Sioux as shown below:

Billing Period	kwh	kW	Billing Period	KWH	kW
<u>Winter Season:</u>			<u>Summer Season:</u>		
November	946,434	1,905	May	873,846	1,837
December	1,076,016	2,197	June	943,839	2,048
January	1,100,456	2,301	July	1,014,360	2,075
February <u>1/</u>	1,068,361	2,310	August	1,036,987	2,063
March	978,429	2,017	September	931,790	2,009
April	941,587	1,816	October	896,502	1,849

1/ Energy amount for leap year will be 1,106,517 kWh.

3. Western unilaterally reserves the right to appropriately modify the above energy and demand values in the event that the Contract Rate of Deliveries for firm power for Lower Sioux are modified.

Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.:	E002/GR-05-1428		Order Date:	09-01-06

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 30

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Exhibit A  
Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company

4. PERCENTAGE PARTICIPATION OF PARTIES: Listed below are the participating parties of the bill crediting program and the percentages of the energy and demand under Section 2 that is designated to Lower Sioux:

<u>Power Supply/Delivery Systems</u>	<u>Percent</u>
Northern States Power	<u>100</u>
TOTAL	100

This percentage shall be referred to as Power Supplier Distribution.

(Continued on Sheet No. 7-31)

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Date Filed: 11-02-05	By: Cynthia L. Leshner	Effective Date: 02-01-07
	President and CEO of Northern States Power Company	
Docket No.: E002/GR-05-1428		Order Date: 09-01-06

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 31

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Extended through September 30, 2003 by Rate Order No. WAPA-90

Schedule P-SED-F6  
(Supersedes Schedule P-SED-F5)

UNITED STATES DEPARTMENT OF ENERGY  
WESTERN AREA POWER ADMINISTRATION

PICK-SLOAN MISSOURI BASIN PROGRAM-EASTERN DIVISION  
MONTANA, NORTH DAKOTA, SOUTH DAKOTA, MINNESOTA, IOWA, NEBRASKA

SCHEDULE OF RATES FOR FIRM POWER SERVICE

Effective:

**First Step:** The first day of the first full billing period beginning on or after February 1, 1994, through September 30, 1994.

**Second Step:** Beginning on the first day of the first full billing period beginning on or after October 1, 1994, through January 31, 1999.

Available:

Within the marketing area served by the Eastern Division of the Pick-Sloan Missouri Basin Program.

Applicable:

To the power and energy delivered to customers as firm power service.

Character:

Alternating current, 60 hertz, three phase, delivered and metered at the voltages and points established by contract.

Monthly Rate:

**First Step:**

**DEMAND CHARGE:** \$3.00 for each kilowatt per month (kW-month) of billing demand.

**ENERGY CHARGE:** 7.76 mills for each kilowatthour (kWh) for all energy delivered as firm power service. An additional charge of 3.38 mills per kWh (mills/kWh), for a total of 11.14 mills/kWh, will be assessed for all energy delivered as firm power service that is in excess of 60-percent monthly load factor and within the delivery obligations under the provisions of the power sales contract.

**BILLING DEMAND:** The billing demand will be as defined by the power sales contract.

(Continued on Sheet No. 7-32)

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Date Filed: 11-02-05

By: Cynthia L. Leshner  
President and CEO of Northern States Power Company

Effective Date: 02-01-07

Docket No.: E002/GR-05-1428

Order Date: 09-01-06

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Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 32

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Effective January 1, 2001

**NORTHERN STATES POWER COMPANY  
SCHEDULE OF RATES FOR FIRM POWER SERVICE**

Northern States Power Company's (Northern States Power) composite rate for firm capacity and energy to be used in conjunction with the Bill Crediting Program is:

<u>Date</u>	<u>Rate (Cents/kWh)</u>
1/1/2001 – 12/31/2001	2.90
1/1/2002 – 12/31/2002	3.00
1/1/2003 – 12/31/2003	3.11
1/1/2004 – 12/31/2004	3.22

Northern States Power reserves the right to adjust these composite rates. Notification of rate changes will be provided 60 days prior to implementation.

(Continued on Sheet No.7-33)

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Date Filed:	11-02-05	By: Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.:	E002/GR-05-1428		Order Date:	09-01-06

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**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 33

**AUTHENTICATED**

Exhibit A, Revision 1  
Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company  
dba Xcel Energy

**EXHIBIT A**

(Energy and Demand Values for Bill Crediting Program Arrangements  
and Percentage Participation of Parties)

1. This Exhibit A made this 15th day of January, 2002, effective under and as a part of Contract No. 99-UGPR-160 dated March 28, 2001, hereinafter called the Contract, shall become effective on the effective date of the Contract, and shall, terminate and supersede Exhibit A dated March 28, 2001, and shall remain in effect until superseded by another Exhibit A or until the termination of the Contract.

**2. ENERGY AND DEMAND VALUES FOR BILL CREDITING PROGRAM**

**ARRANGEMENTS:** Western has established, for each month of the year, values for the energy and demand of Western to Lower Sioux as shown below:

Billing Period	kW	MWh	Billing Period	kW	MWh
<u>Winter Season:</u>			<u>Summer Season:</u>		
November	1,905	946	May	1,837	874
December	2,197	1,076	June	2,048	944
January	2,301	1,101	July	2,075	1,014
February <sup>1/</sup>	2,310	1,068	August	2,063	1,037
March	2,017	978	September	2,009	932
April	1,816	942	October	1,849	897

<sup>1/</sup> Energy amount for leap year will be 1,107 MWh.

3. Western unilaterally reserves the right to appropriately modify the above energy and demand values in the event that the Contract Rate of Deliveries for firm power for Lower Sioux are modified.

(Continued on Sheet No. 7-34)

Date Filed:	11-02-05	Cynthia L. Leshner	Effective Date:	02-01-07
		President and CEO of Northern States Power Company		
Docket No.:	E002/GR-05-1428		Order Date:	09-01-06

Northern States Power Company, a Minnesota corporation  
and wholly owned subsidiary of Xcel Energy Inc.  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

**WESTERN AREA POWER ADMINISTRATION CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 34

Exhibit A, Revision 1  
Contract No. 99-UGPR-160  
Lower Sioux Indian Community  
Northern States Power Company  
dba Xcel Energy

4. **PERCENTAGE PARTICIPATION OF PARTIES:** Listed below are the participating parties of the bill crediting program and the percentages of the energy and demand under Section 2 that is designated to Lower Sioux:

<b>Power Supply/Delivery Systems</b>	<b>Percent</b>
Northern States Power dba Xcel Energy	100
TOTAL	100

This percentage shall be referred to as Power Supplier Distribution.

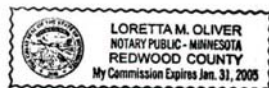
**WESTERN AREA POWER ADMINISTRATION**

By Robert J. Harris

Title Power Marketing Manager

Address P.O. Box 35800

Billings, MT 59107-5800



(SEAL)

Attest: Loretta M. Oliver  
By [Signature]  
Title Secretary

**LOWER SIOUX INDIAN COMMUNITY**

By [Signature]

Title Chairperson

Address R.R. #1 P.O. Box 308

Morton, MN 56270

**NORTHERN STATES POWER COMPANY  
DBA XCEL ENERGY**

By [Signature]

Title VICE PRESIDENT

Address 1099 18<sup>th</sup> Street, Suite 2200

Denver, Co 80202

(SEAL)

Attest: Audrey L. Kitzman  
By [Signature]  
Title Notary Public

2 of 2

Date Filed: 11-02-05

By: Cynthia L. Leshner

Effective Date: 02-01-07

President and CEO of Northern States Power Company

Docket No. E002/GR-05-1428

Order Date: 09-01-06

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**ST. ANTHONY FALLS UPPER LOCK AND DAM**

Section No. 7  
2nd Revised Sheet No. 36

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1. In accordance with the Federal Energy Regulatory Commission (FERC), Order Issuing New License, Northern States Power Company, Project No. 2056, dated March 8, 2004, ("FERC Order") contracted electric demand and energy shall be furnished by Xcel Energy to the United States Army Corps of Engineers at no charge for the St. Anthony Falls Upper Lock which is used to operate and maintain the navigation facilities for the Upper St. Anthony Falls Dam.
2. The terms and conditions which apply are as set forth in the FERC Order, and to the extent not inconsistent with the FERC Order are as set forth in Xcel Energy's Electric Rate Books.

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Date Filed:	05-09-11	By: Judy M. Pofert	Effective Date:	08-25-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-11-416		Order Date:	08-25-11

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2**

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**FLINT HILLS RESOURCES DISTRIBUTION AND  
TRANSMISSION SERVICE (Continued)**

Section No. 7  
1st Revised Sheet No. 37

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**CANCELED**

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Date Filed:	11-03-08	By: Judy M. Pofert	Effective Date:	04-01-10
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.:	E002/GR-08-1065		Order Date:	10-23-09

**UNDERGROUND GAS AND/OR ELECTRIC  
DISTRIBUTION AGREEMENT**

Section No. 7  
1st Revised Sheet No. 38



**UNDERGROUND GAS AND/OR ELECTRIC DISTRIBUTION AGREEMENT FOR  
RESIDENTIAL, COMMERCIAL AND/OR MIXED USE DEVELOPMENTS**

AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Northern States Power Company, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall, Minneapolis, Minnesota 55401, and \_\_\_\_\_, ("Developer") (collectively, the "Parties").

WHEREAS, Developer has requested Xcel Energy:

- ☐ to design and install underground electric distribution system ("System") and provide electric service ("Service")  
☐ to design and install underground natural gas main(s) system ("System") and provide natural gas service ("Service")

to serve certain properties being developed and known as \_\_\_\_\_, located in \_\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_, and described more specifically on the map or plat attached hereto as Attachment A, incorporated herein by reference (hereinafter referred to as "Development Property").

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained to be kept and performed, the PARTIES hereto represent and agree as follows:

**1.0 NATURE OF SERVICE.** Subject to all terms and conditions contained herein and in Xcel Energy's tariff(s) on file with the State Regulatory Commission in the state where the system is located, Xcel Energy shall install, own, maintain all facilities necessary to provide System and Service approximately as shown on Attachment A to serve the Development Property. Xcel Energy shall determine the exact location of its facilities.

**2.0 CUSTOMER USE CRITERIA.** This contract is based on the below noted usage data.

	Electric		Natural Gas	
	# Customers	Est. kWh	# Customers	Est. Therms
Residential				
Res. Space Heating				
Commercial				
Units in Development				

(Continued on Sheet No. 7-39)

Date Filed: 07-29-10 By: Judy M. Pofert Effective Date: 01-01-11  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. E002/M-10-721 Order Date: 12-17-10

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**UNDERGROUND GAS AND/OR ELECTRIC  
DISTRIBUTION AGREEMENT (Continued)**

Section No. 7  
1st Revised Sheet No. 39

**RATE(S) (Continued)**

- 2.1 Tariff Rate and Charges.** All rates and charges applicable to a Customer in the Development Property shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric or Gas Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.
- 2.2** For this project the amount of Contribution In Aid of Construction (CIAC) collected in advance of construction by Xcel Energy is \$ \_\_\_\_\_ and according to the tariff a refundable payment of \$ \_\_\_\_\_ and/or a non-refundable payment of \$ \_\_\_\_\_.
- 3.0 PAYMENT OF BILLS.** All bills for System and Service supplied by Xcel Energy in the preceding billing period are payable at Xcel Energy's office on or before the due date stated on Xcel Energy's bills to Developer. Any unpaid balance over \$10.00 is subject to a late payment charge pursuant to the applicable tariff(s). Any payment for CIAC described above (if applicable) is due in advance of installation of service.
- 4.0 TERMS AND CONDITIONS.** The System and Service hereunder shall be supplied for a residential and/or commercial customer's use (as applicable) as provided in the General Rules and Regulations, and/or in the Rate Schedules of Xcel Energy's Electric or Gas Rate Book as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.
- 4.1** Developer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the Development Property. Developer warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement and to perform fully its obligations hereunder.
- 4.2** Developer grants Xcel Energy the exclusive right to distribute the Service elected under this Agreement to all residential, commercial and industrial building structures within the Development Property. If another entity distributes electric-related Service elected under this Agreement to any building structure within the Development Property, then the Developer may be required to reimburse Xcel Energy for Xcel Energy's costs in the design and installation of the System in order to provide the Service. If another entity distributes natural gas-related Service elected under this Agreement to any building structure within the Development Property, then the Developer will be required to reimburse Xcel Energy for Xcel Energy's costs in the design/material and installation of the System in order to provide the Service. Xcel Energy will determine the costs eligible for reimbursement in accordance with Minnesota Statutes, Minnesota Public Utilities Commission Rules, and its prevailing tariff provisions for the specific utility service.

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(Continued on Sheet No. 7-40)

Date Filed:	07-29-10	By: Judy M. Pofert	Effective Date:	01-01-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-10-721		Order Date:	12-17-10

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**UNDERGROUND GAS AND/OR ELECTRIC  
DISTRIBUTION AGREEMENT (Continued)**

Section No. 7  
1st Revised Sheet No. 40

**4.0 TERMS AND CONDITIONS (Continued)**

- 4.5** Prior to the installation of said System, Developer shall, at no cost or expense to Xcel Energy, grant such easement rights as Xcel Energy may require for the installation, operation, and maintenance of said System, will provide permanent access to said System and grants Xcel Energy the right to install, operate and maintain said System on the Development Property. D  
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- 4.6** Xcel Energy shall endeavor to coordinate the installation of the System with the activities of the Developer in the area to be served; provided, however, Xcel Energy shall not be required to install said System in segments smaller or larger than considered economically feasible by Xcel Energy. Xcel Energy shall not be responsible for any damages resulting from delay in completing the installation of the System contemplated herein, whether such delay is due to casualty, labor dispute, weather or similar or dissimilar causes beyond the reasonable control of Xcel Energy. T  
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- 4.7** Developer agrees that, prior to Xcel Energy starting work on any segment of the System, Developer shall establish grades in the utility easement and System route which shall not be above or more than four (4) inches below the finished grade. In addition: (1) Developer will ensure the route of the System shall be accessible to Xcel Energy's equipment; (2) all obstructions shall be removed from such route by Developer at no cost or expense to Xcel Energy; (3) Xcel Energy agrees to contact the state utility locating service to locate third party utility facilities (phone, cable, etc) on Development Property, however, Xcel Energy is not responsible for any damage to Developer-owned underground facilities not exposed or located at the time System and Service is installed; (4) Developer shall place marker stakes at all lot corners; and (5) Developer agrees to contact Xcel Energy prior to road base construction and install conduit crossings to locations on Development Property designated by Xcel Energy. Improperly installed conduits may result in additional charges to Developer. T  
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(Continued on Sheet No. 7-41)

Date Filed:	07-29-10	By: Judy M. Pofert	Effective Date:	01-01-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-10-721		Order Date:	12-17-10

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**UNDERGROUND GAS AND/OR ELECTRIC  
DISTRIBUTION AGREEMENT (Continued)**

Section No. 7  
1st Revised Sheet No. 41

**4.0 TERMS AND CONDITIONS (Continued)**

- 4.8** Developer agrees to pay all installation costs in excess of normal installation costs incurred by Xcel Energy because of: (1) delays caused by Developer; (2) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc.; (3) paving of sidewalks, streets, alleys, curbing, blacktop, paving, sod or other landscaping and obstructions along the Service route, prior to the installation of said System; or (4) specific routes or preferred locations of underground System facilities made to accommodate the needs of Developer. Xcel Energy will backfill trench with existing soil. If additional backfill material is needed, eg. sand, etc., Developer will incur additional charges. Compaction along Service route and restoration of the construction area on Development Property is solely the responsibility of Developer. T  
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- 4.9** The installation of the underground System may be subject to a winter construction charge if it is installed between October 1<sup>st</sup> and April 15<sup>th</sup>. Developer agrees to pay this charge in advance of construction if Xcel Energy determines winter conditions exist when the System facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1<sup>st</sup> the Developer is ready to accept Service, executes this form, and notifies Xcel Energy in writing that the requirements of the Agreement have been fulfilled. T  
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- 4.10** The System facilities installed by Xcel Energy shall be the property of Xcel Energy, and any payments made by the Developer, its contractors, or customers shall not entitle Developer, its contractor, or customers to any ownership interest or rights therein. T  
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- 4.11** Developer agrees to maintain a minimum of 18-inch cover over all Xcel Energy natural gas Service laterals and 24-inch (at final grade) cover over natural gas main System facilities after installation. Developer agrees to maintain a minimum of 30-inch cover over electric primary cable and minimum of 24-inch cover over secondary cable (Service laterals). T  
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- 4.12** Developer agrees to pay the cost of relocating any portion of said System facilities where the relocation was made to accommodate the needs of Developer or required because of subsequent alterations to any property within the Development Property. T  
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- 4.13** For natural gas System and Service, Developer agrees to maintain sufficient space and support as designed by Xcel Energy for installation of Xcel Energy metering equipment. In addition, Developer agrees that this space shall be located a minimum of three (3) feet from electrical equipment, windows, downspouts, or air intakes as specified in the national fuel gas code, Section 2.7.2. T  
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(Continued on Sheet No. 7-42)

Date Filed:	07-29-10	By: Judy M. Pofert	Effective Date:	01-01-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-10-721		Order Date:	12-17-10

**UNDERGROUND GAS AND/OR ELECTRIC  
DISTRIBUTION AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 42

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**4.0 TERMS AND CONDITIONS (Continued)**

- 4.14** For electric System and Service, Developer agrees to provide the following minimum clearance around the transformer: front, 10 feet; sides and back, 2 feet; with the following exception: side facing building must have 30" clearance. These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. This area must be accessible 24 hours a day. Xcel Energy will not be responsible for costs to repair obstruction if minimum clearance is not present.
- 4.15** Developer agrees to begin using Service within 90 days after Xcel Energy completes System and Service installation. If Developer fails to use any of said Service, Xcel Energy may charge Developer: (i) the reasonable cost of installing the System, less any customer contribution made; or (ii) the Monthly Minimum Charge plus any applicable surcharges or taxes.
- 4.16** If Xcel Energy is unable to secure upon reasonable terms and conditions from the appropriate governmental unit, the permits, licenses, or authority necessary for the installation and operation of the System, this Agreement shall be void and neither Party hereto shall have rights, duties or privileges hereunder.
- 4.17** If Developer modifies the scope of work after this Agreement is executed, the Developer is responsible for all costs associated with the agreed-upon modification.
- 5.0 ABANDONMENT; ASSIGNMENT.** Developer agrees that if Developer or Xcel Energy terminates Service, Xcel Energy has the right to abandon its System facilities in place. Developer will not assign this Agreement except upon written consent of Xcel Energy, which shall not be unreasonably withheld.
- 6.0 ENTIRE AGREEMENT.** This Agreement, together with all documents referenced herein or attached hereto, constitutes the entire agreement between the Parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. No addition to or modification of any provision hereof shall be binding unless (a) provided for in writing and signed by both Parties or (b) as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric or Gas Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.
- 7.0 GOVERNING LAW.** This Agreement shall be interpreted and governed by the laws of the state in which the Development Property is located.
- 8.0 ADDITIONAL TERMS.** Additional terms, if any, are included in Attachment A, which is incorporated herein by reference.

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(Continued on Sheet No. 7-43)

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Date Filed:	10-25-21	By: Christopher B. Clark	Effective Date:	01-01-24
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/GR-21-630		Order Date:	10-06-23

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**UNDERGROUND GAS AND/OR ELECTRIC  
DISTRIBUTION AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 43

**Developer**

**Northern States Power Company,  
a Minnesota ("Xcel Energy")**

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(NAME)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(TITLE)

\_\_\_\_\_  
(ADDRESS)

\_\_\_\_\_  
414 Nicollet Mall  
(ADDRESS)

\_\_\_\_\_  
(CITY, STATE, ZIP CODE)

\_\_\_\_\_  
Minneapolis, MN 55401  
(CITY, STATE, ZIP CODE)

SIGNATURE:

SIGNATURE:

PRINT FULL  
NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

PRINT FULL  
NAME: \_\_\_\_\_  
DATE: \_\_\_\_\_

Form 17-1905

Date Filed: 10-25-21

By: Christopher B. Clark

Effective Date: 01-01-24

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/GR-21-630

Order Date: 10-06-23

**OVERHEAD SERVICE FORM**

Section No. 7  
Original Sheet No. 44



**OVERHEAD SERVICE FORM**

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy"), extending its facilities to make

\_\_\_\_\_ volt, \_\_\_\_\_ phase, \_\_\_\_\_ wire overhead service available to

(Customer) \_\_\_\_\_

at (Service Address) \_\_\_\_\_ (City) \_\_\_\_\_

the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

will be paid to Xcel Energy by (if other than above) \_\_\_\_\_

Address (if other than above) \_\_\_\_\_ City \_\_\_\_\_

In accordance with the following terms:

Credit Approval: \_\_\_\_\_

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by \_\_\_\_\_

The undersigned Customer understands that such payment will give Customer no ownership interest in said facilities and said facilities shall at all times remain the sole property of Xcel Energy. Customer's and Xcel Energy's rights and obligations with respect to the facilities and the services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned Customer agrees to pay the cost of relocating any portion of said overhead facilities from the Company's designated location needs.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Customer: Print Full Name \_\_\_\_\_

Signature \_\_\_\_\_

Xcel Energy Rep: Print Full Name \_\_\_\_\_

Signature \_\_\_\_\_

(Continued on Sheet No. 7-45)

Date Filed:	07-29-10	By: Judy M. Pofert	Effective Date:	01-01-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-10-721		Order Date:	12-17-10

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**OVERHEAD SERVICE FORM (Continued)**

Section No. 7  
Original Sheet No. 45

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\$ _____ Specific service location or route	\$ _____ Relocation of overhead lines
\$ _____ Excess distribution construction	\$ _____ Three phase service requested where Single phase is adequate
\$ _____ Excess service extension	\$ _____ Specific service voltage requested
\$ _____ Temp. svc. _____ KVA _____ Phase	\$ _____ Other, explain
_____ Less than one year	
_____ More than one year	
_____ Transformers required _____	

\*\*\*\*\*

Xcel Energy Representative \_\_\_\_\_ Xcel Energy Work Order \_\_\_\_\_

Construction \$ \_\_\_\_\_ Removal \$ \_\_\_\_\_ Total \$ \_\_\_\_\_

Form 17-2758

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Date Filed: 07-29-10	By: Judy M. Pofert	Effective Date: 01-01-11
	President and CEO of Northern States Power Company, a Minnesota corporation	
Docket No. E002/M-10-721		Order Date: 12-17-10

**UNDERGROUND SERVICE FORM**

Section No. 7  
Original Sheet No. 46



**UNDERGROUND SERVICE FORM**

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy") hereinafter called "Xcel Energy", extending its facilities to make \_\_\_\_\_ volt, \_\_\_\_\_ phase, \_\_\_\_\_ wire underground service available to (Customer) \_\_\_\_\_  
at (Service Address) \_\_\_\_\_ (City) \_\_\_\_\_  
the sum of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_  
will be paid to Xcel Energy by (if other than above) \_\_\_\_\_  
Address (if other than above) \_\_\_\_\_ City/State/Zip \_\_\_\_\_  
In accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by \_\_\_\_\_

1. The Customer hereby grants Xcel Energy the right, privilege and easement to install, operate and maintain its underground facilities on the property as described above and/or the approximate location as shown on the attached "Exhibit A".
2. The Customer also agrees that, prior to Xcel Energy starting work, Customer shall ensure that (a) the route of Xcel Energy's underground installation shall be accessible to Xcel Energy's equipment; (b) all obstructions shall be removed from such route at no cost or expense to Xcel Energy; (c) all privately-owned underground facilities such as sewer, water, sprinkler systems, invisible fences, or gas, electric or communication lines are marked or exposed; (d) ground elevation along the route shall not be above or more than four (4) inches below the finished grade; and (e) the area under the transformer pad shall be compacted to at least 2000 lbs./sq. ft.
3. \_\_\_\_\_ agrees to pay all additional costs incurred by Xcel Energy because of (a) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc., and (b) sidewalks, curbing, black top, paving, sod or other landscaping and obstructions along the cable route. Xcel Energy will backfill trench with existing soil. Restoration of construction area on Customer property is the responsibility of the Customer.
4. Xcel Energy is not responsible for any Customer-owned underground facilities not marked or exposed at the time service is installed.

(Continued on Sheet No. 7-47)

Date Filed:	07-29-10	By: Judy M. Pofert	Effective Date:	01-01-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-10-721		Order Date:	12-17-10

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**UNDERGROUND SERVICE FORM (Continued)**

Section No. 7  
Original Sheet No. 47

5. The underground installation may be subject to a winter construction charge if construction occurs between October 1 and April 15. \_\_\_\_\_ agrees to pay this charge if Xcel Energy determines winter conditions, as defined in the General Rules and Regulations of Xcel Energy's Electric Rate Book as they exist at the time the underground facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Customer is ready to accept electrical service, has executed this form and has notified Xcel Energy in writing that the requirements of Paragraph 2 hereof have been fulfilled.
6. The underground facilities installed by Xcel Energy, shall be the property of Xcel Energy and any payments made by the Customer, or their Customer's contractor, shall not entitle the Customer to any ownership interest or rights therein.
7. The Customer agrees to pay the cost of installing or relocating any portion of said underground facilities from the Company's designated location, if relocation is made to accommodate the customer's needs, or necessary because of Customer's alterations to the grade, additions to structures, installation of patios, decks or gardens or any other surface or subsurface condition that makes maintenance of Xcel Energy's facilities impractical.
8. Customer must provide, at minimum, the following clearance around the transformer: front, 10 feet; sides and back, 2 feet. EXCEPTION: side facing building must have 30" clearance. These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. The area must be accessible 24 hours a day.

\$ _____ Excess U.G. Distribution Lateral (Primary Cable)	\$ _____ Winter Const. Charge (See Paragraph 5)
\$ _____ Excess U.G. Service Lateral	\$ _____ Specific Service Location or Route
\$ _____ U.G. Service Lateral (Secondary Service From Utility Pole)	\$ _____ Replace Overhead Line with Underground
\$ _____ U.R.D. Install Including U.G. Service Lateral	\$ _____ Temporary Service KVA
\$ _____ U.G. Distribution Lateral (Primary Cable)	\$ _____ Other (Explain)
Trench Ft. _____	\$ _____ TOTAL _____

\*\*Customer agrees to pay monthly Residential Service Underground rate of the type of installation indicated by a double asterisk.

☐ Applicable

☐ Not Applicable

(Continued on Sheet No. 7-48)

Date Filed: 07-29-10	By: Judy M. Pofert	Effective Date: 01-01-11
	President and CEO of Northern States Power Company, a Minnesota corporation	
Docket No. E002/M-10-721		Order Date: 12-17-10

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**UNDERGROUND SERVICE FORM (Continued)**

Section No. 7  
Original Sheet No. 48

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Customer \_\_\_\_\_ Contractor \_\_\_\_\_  
Print Full Name Signature Print Full Name Signature

Customer Rep \_\_\_\_\_ Contractor Rep \_\_\_\_\_  
Print Full Name Signature Print Full Name Signature

Xcel Energy Rep \_\_\_\_\_ Xcel Energy Work Order # \_\_\_\_\_  
Print Full Name Signature

Construction \$ \_\_\_\_\_ Removal \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

Form 17-2759

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Date Filed: 07-29-10 By: Judy M. Pofert Effective Date: 01-01-11  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. E002/M-10-721 Order Date: 12-17-10

**UNDERGROUND DISTRIBUTION AGREEMENT**

Section No. 7  
Original Sheet No. 49



**UNDERGROUND DISTRIBUTION AGREEMENT**

Xcel Energy Work Order # \_\_\_\_\_

AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between Northern States Power Company, a Minnesota corporation ("Xcel Energy") and \_\_\_\_\_, hereinafter called "Developer".

WHEREAS, Developer has requested Xcel Energy to provide an underground electric distribution system to serve certain properties being developed and known as \_\_\_\_\_  
Located on the following described real estate situated in the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, and more particularly described or depicted in the attached Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained to be kept and performed, the parties hereto agree as follows:

1. Subject to all terms and conditions hereinafter contained and in Xcel Energy's tariff on file with the state regulatory commission in the state where the real estate is located, Xcel Energy shall install, own, and maintain all facilities necessary to provide an underground electric distribution system approximately as shown on the map or plat attached as Exhibit A to serve the above-described real estate. Xcel Energy shall determine the exact location of its facilities.
2. If Xcel Energy is unable to secure upon reasonable terms and conditions from the appropriate governmental unit the permits, licenses, or authority necessary for the installation and operation of said underground system, this Agreement shall be void and neither party hereto shall have rights, duties or privileges hereunder.
3. Prior to the installation of said system, Developer shall, at no cost or expense to Xcel Energy, grant such easement rights as Xcel Energy may require for the installation, operation and maintenance of said system, will provide permanent access to said system and does hereby grant Xcel Energy the right to install, operate and maintain said system on the above-described real estate.
4. Xcel Energy shall endeavor to coordinate the installation of said underground system with the activities of the Developer in the area to be served; provided, however, Xcel Energy shall not be required to install said underground system in segments smaller or larger than considered economically feasible by Xcel Energy. Xcel Energy shall not be responsible for any damages resulting from delay in completing the installation of the underground system contemplated herein, whether such delay is due to casualty, labor dispute, weather or similar or dissimilar causes beyond the reasonable control of Xcel Energy.

(Continued on Sheet No. 7-50)

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Docket No.	E002/M-10-721		Order Date:	12-17-10

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**UNDERGROUND DISTRIBUTION AGREEMENT  
(Continued)**

Section No. 7  
Original Sheet No. 50

5. Prior to the time the installation of any segment of said underground system is commenced by Xcel Energy, Developer shall establish grades in along the easement strip and system route which shall not be above or more than four (4) inches below the finished grade. In addition, Developer shall ensure that (a) the route of said underground system shall be accessible to Xcel Energy's equipment; (b) all obstructions shall be removed from such route by Developer at no cost or expense to Xcel Energy; (c) all previously-installed underground facilities such as sewer, water, sprinkler systems, invisible fences, or gas, electric or communication lines are marked or exposed; (d) marker stakes at lot corners shall be placed by Developer at intervals designated by Xcel Energy.
6. In residential subdivisions, townhouse developments and mobile home parks where an underground distribution system and underground service laterals have been installed by Xcel Energy, customers served by such system shall be billed under the Residential Service-Underground rate listed in the applicable electric rate schedule.
7. In commercial, industrial and apartment developments where an underground distribution system and underground distribution laterals have been installed by Xcel Energy, charges will be made as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.
8. Developer agrees to pay all installation costs in excess of normal installation costs incurred by Xcel Energy because of (a) delays caused by Developer, (b) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc., (c) paving of streets, alleys, or other areas prior to the installation of said underground system, or (d) specific routes or preferred locations of underground facilities made to accommodate the needs of the Developer.
9. Developer agrees to pay the cost of relocating any portion of said underground facilities from the Company's designated location where the relocation is made to accommodate the needs of the Developer or required because of subsequent altering of the grade along the underground system route.
10. Said underground system installed by Xcel Energy shall be the property of Xcel Energy and any payments made by the Developer or customer shall not entitle either to any ownership interest or rights therein.
11. The underground installation may be subject to a winter construction charge if it is installed between October 1 and April 15. Developer agrees to pay this charge if Xcel Energy determines winter conditions exist when the underground facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the customer is ready to accept electrical service, has executed this form and has notified Xcel Energy in writing that the requirements of this Agreement have been fulfilled.
12. Developer agrees to provide the following minimum clearance around the transformer: front, 10 feet; sides and back, 3 feet; EXCEPTION: side facing building must have 30" clearance. These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. This area must be accessible 24 hours a day.
13. Developer shall not assign this Agreement without written consent of Xcel Energy.
14. This Agreement is automatically canceled if building construction has not started within two years from the date hereof:

(Continued on Sheet No. 7-51)

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Docket No.	E002/M-10-721		Order Date:	12-17-10

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**UNDERGROUND DISTRIBUTION AGREEMENT  
(Continued)**

Section No. 7  
Original Sheet No. 51

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IN WITNESS WHEREOF; the parties have caused this Agreement to be executed the day and year first written above.

NORTHERN STATES POWER COMPANY,  
a Minnesota corporation ("Xcel Energy")

DEVELOPER

Print Full Name \_\_\_\_\_

Print Full Name \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Form 17-6740

N

N

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Date Filed: 07-29-10

By: Judy M. Pofert

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President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-10-721

Order Date: 12-17-10

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**STATEMENT OF WORK REQUESTED**

Section No. 7  
Original Sheet No. 52



**STATEMENT OF WORK REQUESTED**

DATE: \_\_\_\_\_, 20\_\_\_\_\_

WORK REQUESTED BY: \_\_\_\_\_

WORK LOCATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CONSISTING OF:

The facilities installed or removed by Northern States Power Company, a Minnesota corporation ("Xcel Energy" or the "Company") shall be the property of the Company and any payment by customer shall not entitle customer to any ownership interest or right therein. Customer's and Company's rights and obligations with respect to the facilities and services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The undersigned hereby requests and authorizes Northern States Power Company, a Minnesota corporation ("Xcel Energy") to do the work described above, and in consideration thereof, agrees to pay

(\$ \_\_\_\_\_ )

in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by \_\_\_\_\_

Northern States Power Company, Customer  
a Minnesota corporation ("Xcel Energy")

Print Full Name and Title

Print Full Name and Title (if applicable)

Signature

Signature

(Continued on Sheet No. 7-53)

Date Filed: 07-29-10

By: Judy M. Pofert

Effective Date:

01-01-11

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-10-721

Order Date:

12-17-10

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**STATEMENT OF WORK REQUESTED (Continued)**

Section No. 7  
Original Sheet No. 53

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**FOR XCEL ENERGY USE**

Xcel Energy Representative \_\_\_\_\_

Xcel Energy Work Order # \_\_\_\_\_

Construction \$ \_\_\_\_\_

Removal \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Form 17-7012

N  
|  
N

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Date Filed:	07-29-10	By: Judy M. Pofert	Effective Date:	01-01-11
		President and CEO of Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-10-721		Order Date:	12-17-10

**STATEMENT OF WORK REQUESTED - MUNICIPALITY**

Section No. 7  
Original Sheet No. 53.1



**STATEMENT OF WORK REQUESTED  
BY COUNTY, CITY, TOWN OR TOWNSHIP  
FOR PROJECTS WITH ESTIMATED  
CONSTRUCTION COSTS OVER \$25,000**

DATE: \_\_\_\_\_  
WORK REQUESTED BY: [Insert Name of Municipality] \_\_\_\_\_  
\_\_\_\_\_  
("Municipality")  
WORK LOCATION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**CONSISTING OF:**

The following shall constitute the "Work" to be performed by Xcel Energy:

[Describe work, e.g. relocation of overhead electric distribution  
facilities to an underground location with estimated start date  
and expected duration]

Municipality agrees to pay Xcel Energy for Xcel Energy's actual total cost of the Work, subject to the Municipality's right of cost review in accordance with the terms of this Statement of Work ("Statement"). The current estimate for the Work is \$ \_\_\_\_\_ ("Estimate"). The Estimate is comprised of the following major components:

<u>Component</u>	<u>Sub-estimate</u>
------------------	---------------------

[Describe the various components comprising the Work and  
the estimated cost of each component including loadings]

**Total:** \_\_\_\_\_

The undersigned hereby requests and authorizes Xcel Energy to perform the Work. In consideration thereof and in lieu of a City Requested Facilities Surcharge, the City agrees to pay Xcel Energy on the date of this Statement an initial payment of (\$ \_\_\_\_\_) which is fifty (50) percent of the Estimate ("Down Payment").

(Continued on Sheet No. 7-53.2)

Date Filed:	04-02-15	By: Christopher B. Clark	Effective Date:	06-08-15
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-15-328		Order Date:	06-08-15

**STATEMENT OF WORK REQUESTED - MUNICIPALITY**  
**(Continued)**

Section No. 7  
Original Sheet No. 53.2

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All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy's commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy's then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therein. Municipality's and Xcel Energy's rights and obligations with respect to the facilities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission.

In advance of the Work, Municipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Municipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from requests of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy's actual cost of the Work. Upon completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by Municipality, Xcel Energy shall provide Municipality the opportunity to review more detailed documentation of the Work performed and related costs.

Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy's performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely notify the Municipality when the Work is substantially complete.

Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471.425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

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This Statement of Work is agreed to by Xcel Energy and Municipality and receipt of the above Down Payment of \$\_\_\_\_\_ is hereby acknowledged on behalf of Xcel Energy.

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(Continued on Sheet No. 7-53.3)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-15-328		Order Date:	06-08-15

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**STATEMENT OF WORK REQUESTED - MUNICIPALITY**  
**(Continued)**

Section No. 7  
Original Sheet No. 53.3

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**Northern States Power Company,  
a Minnesota corporation ("Xcel Energy")**

**[Municipality]**

\_\_\_\_\_  
**Print Full Name and Title**

\_\_\_\_\_  
**Print Full Name and Title (if applicable)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature of Authorized Representative**

**Address:**

**Address:**

**Phone:**

**Phone:**

**E-mail:**

**E-mail:**

**Xcel Energy Work Order #** \_\_\_\_\_

**Estimated Construction \$** \_\_\_\_\_

**Estimated Removal \$** \_\_\_\_\_

**Estimated Total \$** \_\_\_\_\_

**Form 17-7012**

N  
N

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**Date Filed:** 04-02-15

**By:** Christopher B. Clark

**Effective Date:** 06-08-15

President, Northern States Power Company, a Minnesota corporation

**Docket No.** E002/M-15-328

**Order Date:** 06-08-15

**ADVANCE PAYMENT SUBJECT TO  
REIMBURSEMENT FORM**

Section No. 7  
Original Sheet No. 54



**ADVANCE PAYMENT SUBJECT TO REIMBURSEMENT FORM**

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy"), hereinafter called "Xcel Energy" is extending its facilities to make \_\_\_\_\_ volt \_\_\_\_\_ phase, \_\_\_\_\_ wire electric service available to \_\_\_\_\_ (customer) as per attached "Exhibit A" titled \_\_\_\_\_ to serve \_\_\_\_\_ completed residential or commercial unit(s) ready to accept electric service at \_\_\_\_\_ (service address) the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) will be paid to Xcel Energy by (if other than above) \_\_\_\_\_ Address \_\_\_\_\_ (City/State/Zip) in advance of construction.

This agreement applies to the following lots (parcels): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Receipt of the above amount hereby acknowledged on behalf of Xcel Energy by \_\_\_\_\_

Xcel Energy agrees to refund to the customer \_\_\_\_\_ for each additional residential or commercial unit served if 1) the extension is to one of the lots specifically referred to above; and 2) the extension is requested within five (5) years after the effective date of this agreement. The amount refunded shall not exceed the total amount the customer has advanced. The effective date of this agreement is \_\_\_\_\_.

NO REFUND SHALL BE MADE FOR ANY EXTENSION TO ANY LOT OR PARCEL OTHER THAN THOSE LOTS AND PARCELS SPECIFICALLY MENTIONED ABOVE.

Customer's and Xcel Energy's rights and obligations with respect to the facilities and the service provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

The electric facilities installed by Xcel Energy shall be the property of Xcel Energy and any payments made by the customer or customer's contractor, shall not entitle customer or the contractor to any ownership interest or rights therein.

The Customer agrees to pay the cost of installing or relocating any portion of said underground facilities from the Company's designated location, if relocation is made to accommodate the customer's needs, or necessary because of Customer's alterations to the grade, additions to structures, installation of patios, decks or gardens or any other surface or subsurface condition that makes maintenance of Xcel Energy's facilities impractical.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

(Continued on Sheet No. 7-55)

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Docket No.	E002/M-10-721		Order Date:	12-17-10

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**ADVANCE PAYMENT SUBJECT TO  
REIMBURSEMENT FORM (Continued)**

Section No. 7  
Original Sheet No. 55

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CUSTOMER

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

CUSTOMER REP

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

XCEL ENERGY REP

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Signature

Division \_\_\_\_\_ Project # \_\_\_\_\_

Form 17-3164

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Date Filed: 07-29-10

By: Judy M. Pofert

Effective Date: 01-01-11

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-10-721

Order Date: 12-17-10

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**ADVANCE PAYMENT BY NOTE SUBJECT TO  
REIMBURSEMENT FORM**

Section No. 7  
Original Sheet No. 56



**ADVANCE PAYMENT BY NOTE SUBJECT TO REIMBURSEMENT FORM**

In consideration of Northern States Power Company, a Minnesota corporation ("Xcel Energy"), hereinafter called "Xcel Energy" is extending its facilities to make \_\_\_\_\_ volt \_\_\_\_\_ phase, \_\_\_\_\_ wire electric service available to \_\_\_\_\_ (customer) as per attached "Exhibit A" titled \_\_\_\_\_ to serve \_\_\_\_\_ completed residential or commercial unit(s) ready to accept electric service at \_\_\_\_\_ (service address) the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) will be paid by Promissory Note payable to the order of Xcel Energy by (if other than above) \_\_\_\_\_ (address) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip) \_\_\_\_\_

This agreement applies to the following lots (parcels): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Xcel Energy agrees to reduce the principal balance of the Promissory Note by \_\_\_\_\_ for each additional residential or commercial unit served if 1) the extension is to one of the lots specifically referred to above; and 2) the extension is requested within five (5) years after the effective date of this agreement. The reduction in total shall not exceed the original principal amount of the Promissory Note.

The effective date of this agreement is \_\_\_\_\_.

NO REFUND SHALL BE MADE FOR ANY EXTENSION TO ANY LOT OR PARCEL OTHER THAN THOSE LOTS AND PARCELS SPECIFICALLY MENTIONED ABOVE.

Said Promissory Note must be secured by a Irrevocable Letter of Credit in the amount of the unpaid principal balance of the Promissory Note, issued by an FDIC institution effective the date of the agreement and it must remain in force (or customer shall provide a replacement Irrevocable Letter of Credit for the then-outstanding principal balance of the Promissory Note) until the Promissory Note is paid in full.

Receipt of the Promissory Note is acknowledged on behalf of Xcel Energy by: \_\_\_\_\_.

Customer's and Xcel Energy's rights and obligations with respect to the facilities and the services provided through the facilities are subject to additional terms and conditions as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

(Continued on Sheet No. 7-57)

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Docket No.	E002/M-10-721		Order Date:	12-17-10

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**ADVANCE PAYMENT BY NOTE SUBJECT TO  
REIMBURSEMENT FORM (Continued)**

Section No. 7  
Original Sheet No. 57

The electric facilities installed by Xcel Energy shall be the property of Xcel Energy and any payments made by the customer or customer's contractor, shall not entitle customer or the contractor to any ownership interest or rights therein.

The customer agrees to pay the cost of relocating any portion of said electric facilities made to accommodate customer's needs.

Northern States Power Company,  
a Minnesota corporation ("Xcel Energy")

Customer (Print Full Name) \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

Xcel Energy Work Order # \_\_\_\_\_

Construction \$ \_\_\_\_\_ Removal \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Form 17-7900

Date Filed: 07-29-10

By: Judy M. Pofert

Effective Date: 01-01-11

President and CEO of Northern States Power Company, a Minnesota corporation

Docket No. E002/M-10-721

Order Date: 12-17-10

**PROMISSORY NOTE**

Section No. 7  
Original Sheet No. 58



**PROMISSORY NOTE**

\$ \_\_\_\_\_, 20

FOR THE VALUE RECEIVED, the undersigned \_\_\_\_\_

(Promisor) promises to pay to the order of Northern States Power Company, a Minnesota corporation ("Xcel Energy") (Promisee), its successor or assigns at \_\_\_\_\_

(or such place as they may hereafter designate in writing) the sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_) in lawful money of the United States of America.

Interest shall accrue on the unpaid principal balance of this Note at the rate of \_\_\_\_\_ % per year. Payments of accrued interest shall be made by Promisor on each anniversary date of this Note until the date which is sixty (60) months following the date of this Note, when all principal and unpaid and accrued interest shall be due and payable in full.

Failure to pay the interest when due shall constitute a default and Promisee may, at its option, demand immediate payment of all principal and interest. Failure to exercise this option shall not constitute a waiver of the right to exercise this option at a later date.

Promisor shall have the right to prepay this Note or any part thereof at any time without premium or penalty. Any partial prepayment shall be applied first against accrued and unpaid interest, and the balance to principal.

Presentment and demand for payment, notice of protest and dishonor are hereby waived by the Promisor hereof as well as all endorsers and guarantors hereof. Upon default in any payment due hereunder, Promisor agrees to pay all costs of collection including reasonable attorney's fees.

This Note is secured by an Irrevocable Letter of Credit issued by \_\_\_\_\_

(Continued on Sheet No. 7-59)

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Docket No.	E002/M-10-721			Order Date:	12-17-10

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**PROMISSORY NOTE (Continued)**

Section No. 7  
Original Sheet No. 59

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on the account of \_\_\_\_\_.

This Note shall be deemed a contract made under, and the rights, obligations and duties of the parties hereto shall be governed by the laws of the State of \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Form 17-7266

N  
|  
N

(Continued on Sheet No. 7-59)

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Date Filed:	07-29-10	By:	Judy M. Pofert	Effective Date:	01-01-11
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Docket No.	E002/M-10-721			Order Date:	12-17-10

**MINNESOTA, NORTH DAKOTA & SOUTH DAKOTA  
RESIDENTIAL UNDERGROUND SERVICE CONTRACT**

Section No. 7  
Original Sheet No. 60



**MINNESOTA, NORTH DAKOTA & SOUTH DAKOTA RESIDENTIAL UNDERGROUND SERVICE CONTRACT**

Customer: Please Print Full Name	Date Requested
Service Address	Home Phone
City, State, Zip	Work Phone

In this agreement, Northern States Power Company, a Minnesota corporation ("Xcel Energy") and the Customer ("I" or "my") agree as follows:

- Request for Electric Service.** I request that Xcel Energy install an underground electric service at the service address designated above, consisting of 120/240 volt, 1 phase, 3 wire. Xcel Energy agrees to install or have installed the facilities for electric service. I grant Xcel Energy any right, privilege or easement necessary to install, operate, own and maintain its electric service on the property.
- Installation Requirements.** I agree that prior to Xcel Energy starting work: (1) the route of Xcel Energy's service installation will be accessible to Xcel Energy's equipment; (2) I will remove all obstructions from the route at no cost or expense to Xcel Energy; (3) I will clearly expose all septic tanks, drainfields, sprinkler systems, water wells, owner-installed electric or pipeline facilities, invisible fence, or other Customer-owned facilities in the installation route; and (4) the ground elevation along the route will not be above or more than four inches below the final grade. I agree Xcel Energy is not responsible for damage to Customer-owned underground facilities not exposed at the time of installation. Xcel Energy will contact the state utility location service to locate third party utility facilities (phone, cable, etc) on my property.
- Installation Cost Contribution.** I agree to pay an installation cost contribution provided in the Customer Charges section below and as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided. I understand that I must pay this amount before Xcel Energy will install the electric service. I understand Winter Construction Charges may apply if I have not signed and returned this agreement and I have not forwarded my electrical inspection to Xcel Energy by October 1. I agree to pay Winter Construction Charges if Xcel Energy determines winter condition exists when the underground facilities are installed and I have not forwarded my electrical inspection to Xcel Energy by October 1.
- Restoration.** Xcel Energy will restore the boulevard, and will backfill the service trench on my property with existing soil. I am responsible for final compacting, loaming, seeding, sodding or watering of the service trench at my expense. I will also be responsible for restoration in areas where I have exposed my own underground facilities listed above.

(Continued on Sheet No. 7-61)

Date Filed: 07-29-10	By: Judy M. Pofert President and CEO of Northern States Power Company, a Minnesota corporation	Effective Date: 01-01-11
Docket No. E002/M-10-721		Order Date: 12-17-10

**MINNESOTA, NORTH DAKOTA & SOUTH DAKOTA  
RESIDENTIAL UNDERGROUND SERVICE CONTRACT  
(Continued)**

Section No. 7  
Original Sheet No. 61

5. **Ownership of Facilities.** The underground electric facilities installed by Xcel Energy shall be the property of Xcel Energy and any payments made by me or my contractor shall not entitle me or my contractor to any ownership interest or rights therein.
6. **Relocating Facilities.** I agree to pay the cost of relocating any portion of said underground facilities made to accommodate me or required due to altering of grade, additions to structures, installations of patios, decks, gardens, sidewalks, curbing, paving, blacktop, sod, landscaping or any other surface or subsurface condition which makes maintenance of Xcel Energy's facilities impracticable.
7. **Underground Residential Service Rate; Xcel Energy's Tariff.** I agree to pay applicable monthly rates related to underground residential service as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

**CUSTOMER CHARGES** - the charges set forth herein comply with the Standard Installation and Extension Rules, as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

\$		Replace overhead service line with underground service line
\$		Winter Construction Charge.
\$		Preferred Service Location Charge
\$		Other Charges
\$		<b>TOTAL AMOUNT DUE PRIOR TO CONSTRUCTION</b>

**Print Full Name** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Customer Signature** \_\_\_\_\_  
**Xcel Energy Rep** \_\_\_\_\_

Print Full Name \_\_\_\_\_ Signature \_\_\_\_\_

**Reminder: Before Xcel Energy will perform the work you must sign and return this agreement with your payment.**

Xcel Energy Work Order # \_\_\_\_\_ Rate Code \_\_\_\_\_

Form 17-5709

White – Customer

Yellow – Xcel Energy

Date Filed: 07-29-10 By: Judy M. Pofert Effective Date: 01-01-11  
President and CEO of Northern States Power Company, a Minnesota corporation  
Docket No. E002/M-10-721 Order Date: 12-17-10

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**MY ACCOUNT ONLINE AGREEMENT**

Section No. 7  
3rd Revised Sheet No. 62

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**CANCELED**

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(Continued on Sheet No. 7-63)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**MY ACCOUNT ONLINE AGREEMENT (Continued)**

Section No. 7  
3rd Revised Sheet No. 63

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**CANCELED**

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(Continued on Sheet No. 7-64)

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Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**MY ACCOUNT ONLINE AGREEMENT (Continued)**

Section No. 7  
3rd Revised Sheet No. 64

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**CANCELED**

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(Continued on Sheet No. 7-65)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**MY ACCOUNT ONLINE AGREEMENT (Continued)**

Section No. 7  
3rd Revised Sheet No. 65

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(Continued on Sheet No. 7-66)

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Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**MY ACCOUNT ONLINE AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 66

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**CANCELED**

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(Continued on Sheet No. 7-67)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**MY ACCOUNT ONLINE AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 67

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**CANCELED**

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(Continued on Sheet No. 7-68)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**MY ACCOUNT ONLINE AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 68

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**CANCELED**

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**eBILL and eBILL PAYMENT TERMS OF USE**

Section No. 7  
1st Revised Sheet No. 69



**XCEL ENERGY'S eBILL AND eBILL PAYMENT TERMS OF USE**

**1. Introduction**

CAREFULLY READ ALL OF THESE TERMS OF USE BEFORE PROCEEDING. IF YOU DO NOT ACCEPT SUCH TERMS AND INDICATE YOUR ACCEPTANCE BELOW, THEN YOU WILL NOT BE PERMITTED TO USE eBILL AND/OR eBILL PAYMENT, BUT YOU WILL CONTINUE TO RECEIVE YOUR BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT BY MAIL (AND PHONE, IF AVAILABLE) AND THROUGH "MY ACCOUNT." YOU ALSO HAVE OTHER OPTIONS FOR MAKING PAYMENT.

BY CHECKING THE "I AGREE" BOX BELOW, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. YOU AGREE THAT XCEL ENERGY MAY MAKE AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER, AND ARE AUTHENTIC AND VALID. PLEASE KEEP A COPY OF THESE TERMS OF USE FOR YOUR RECORDS.

Xcel Energy has made available to you online billing that allows you to view, print and save copies of your bills electronically after enrollment in the service ("eBill") and online bill payment that allows you to pay your Xcel Energy bills over the Internet ("eBill Payment"). These services are in addition to the other online account management services made available to you under "My Account." Your use of eBill and eBill Payment is governed by these terms of use (the "eBill Terms of Use") and the terms and conditions covering My Account, which can be found at [www.xcelenergy.com](http://www.xcelenergy.com). The terms of the My Account Agreement are incorporated herein by this reference. If you currently participate in the "Online View & Pay" program (OVP), you can enroll in eBill, and future bills will be available from the My Account site, and/or through a third party vendor of Xcel Energy. After you enroll in eBill, you can view and pay your bill at the My Account site.

Please check the My Account Agreement and these eBill Terms of Use frequently, as Xcel Energy may from time to time unilaterally amend these eBill Terms of Use by posting revised language on this web site. The most up-to-date version of these eBill Terms of Use will always be available for your review on this web site. Amendments will become effective at the time they are posted on this web site, and your continued use of the eBill or eBill Payment after amendments are posted will constitute your acceptance of such amendments.

**2. Description of and Use of eBill and eBill Payment**

Xcel Energy reserves the right to modify or discontinue any or all services or features of eBill and eBill Payment at any time without prior notice, or to offer specific programs only to customers meeting applicable qualifications. Subject to satisfying the qualifications for a particular program, you may elect to use one or more of the features available without being obligated to use them all.

eBill allows you to view, print and save copies of your bills electronically after your enrollment in eBill. eBill Payment allows you to electronically pay your Xcel Energy bills over the Internet at My Account on a one-time or recurring basis from a checking or other account that you designate (your "Payment Account").

As a user of My Account and eBill, you represent and warrant that you are an individual or represent a business that has an existing account with Xcel Energy, and are able to access eBill or eBill Payment by using your User ID and password to sign in to My Account. To the fullest extent permitted by law, you are responsible for any payments made to Xcel Energy via eBill using your Payment Account. You agree not to use eBill or eBill Payment in any manner that is illegal or that infringes on the rights of others. You may not resell or make any commercial use of eBill or eBill Payment without Xcel Energy's prior written consent.

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**eBILL and eBILL PAYMENT TERMS OF USE  
(Continued)**

Section No. 7  
2nd Revised Sheet No. 70

**3. Enrollment**

If you are a residential or business customer of Xcel Energy and your account is eligible for eBill, you can enroll in eBill from the My Account site. If you have more than one service address associated with your Xcel Energy service account, you must contact Xcel Energy Customer Service (contact information is available at [www.xcelenergy.com](http://www.xcelenergy.com)) to synchronize your service addresses prior to enrolling in eBill. When you enroll in eBill, YOU WILL NO LONGER GET A PAPER BILL. If you are an existing Online View & Pay customer, your future electronic bills may be sent to a web site maintained by a third party vendor of Xcel Energy and you may be required to view your bills through such web site.

To enroll in eBill Payment, you must provide such information as may be requested by us to determine your eligibility, including without limitation, your Payment Account number. Xcel Energy may refuse to provide eBill Payment to anyone, at any time, in our sole discretion. Xcel Energy may also de-enroll any user at any time in our sole discretion and Xcel Energy will notify you by mail or electronic mail using your current billing or email address on file.

**4. Changes to Information; Fees; Rejected Payments**

As a My Account user, it is your responsibility to ensure that the contact and other required information in your user is current and accurate, and updated promptly if necessary, including your name, address, phone number and email address. Similarly, changes with regard to your bank or Payment Account must also be updated. Failing to do so may result in our continued use of old information. Xcel Energy will not be responsible for any mail forwarded by us to your old mailing or e-mail address before you have provided us with the updated information, nor will Xcel Energy be responsible for problems that may arise if you change your bank or Payment Account and do not provide us with the updated information. Changes can be made either within My Account service or by contacting Xcel Energy's Customer Service using the contact information found at [www.xcelenergy.com](http://www.xcelenergy.com). If you have set up recurring payments to occur automatically according to a specified frequency, these payments will continue to be processed against your current banking information on file until your change notice has been received and processed by Xcel Energy. One-time payments you have initiated will also be processed against your current banking information on file.

Although Xcel Energy will not charge a fee for your participation in this online program, you are solely responsible for the accuracy of your current banking information and for payment of any fees or charges imposed on you by your bank or financial institution as a result of your participation in My Account, eBill, or eBill Payment. However, if your payment is ever rejected, Xcel Energy will pass through to you any charges assessed against Xcel Energy for such rejection, and will charge you a returned check fee or other payment rejection fee on your next Xcel Energy bill, where such charges are permitted by the applicable regulations in your state. Information regarding such fees and late charges is available at [www.xcelenergy.com](http://www.xcelenergy.com). Where permitted by applicable law or regulation, Xcel Energy also reserves the right to terminate your participation in My Account, eBill and/or eBill Payment if your payment is rejected more than once within any consecutive 12-month period. Additionally, you are responsible for any internet service fees that may be assessed by your telephone and/or internet service provider.

**5. eBill and Notice of Electronic Presentment**

By registering for eBill in My Account, you will receive email and/or text message notifications through eBill when your Xcel Energy bill is issued, depending on the method of communication you choose. These bill ready notifications will be sent to the email address and/or phone number you provided to Xcel Energy. You are responsible for obtaining internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier. Once you sign up for eBill, you will no longer receive Xcel Energy bills through the mail. Because these and some other transaction notices are being given pursuant to the agreement between you and Xcel Energy, you may not opt-out from email communications related to My Account. You may opt-out from text message communications related to My Account. You may sign in just to view your electronic bill, without making a payment. Another option is to sign in and view your bill online using eBill, and then pay your bill electronically through your Payment Account. Other payment options may also become available through My Account or elsewhere at [www.xcelenergy.com](http://www.xcelenergy.com).

Viewing the electronic bill summary information provided in eBill does not automatically pay the bill electronically from your Payment Account. You may pay your bill electronically by initiating a payment instruction through eBill Payment.

(Continued on Sheet No. 7-71)

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**eBILL and eBILL PAYMENT TERMS OF USE  
(Continued)**

Section No. 7  
1st Revised Sheet No. 71

**6. Bill Payments**

As used in these eBill Terms of Use, the following terms have the following meanings:

The "Payment Due Date" or "Due Date"

The Payment Due Date or Due Date is the latest date by which Xcel Energy must have posted your payment for your bill to be paid on time. Timely payment requires that payment be initiated by 4 PM Mountain Time (3 PM Central Time) on the Payment Due Date. However, if you choose the option to pay by a credit or debit card via our payment partner (a transaction fee applies and this option is not available in some states), payment must be initiated a minimum of one business day before payment is due. eBill payments initiated after 4 PM Mountain Time (3 PM Central Time) on any Business Day (the "Cutoff Time") are considered submitted the next business day.

The "Payment Date"

The Payment Date is the date selected by you in My Account on which your payment will post to your Xcel Energy account and the date on or after which funds will be drawn or deducted from your Payment Account.

"Online Bill Payment"

Online Bill Payment means payments to us in the amount of your bill or another fixed or maximum amount you designate and on the day you specify when you set up eBill Payment through My Account.

**7. Making Online Bill Payments**

You may arrange for Online Bill Payment of your Xcel Energy bills by following the instructions on My Account and providing such other authorizations as may be required. Your set-up of eBill Payment will constitute your authorization to us to initiate one-time or recurring electronic debits to your Payment Account in the amount and at the times you specify. Xcel Energy is not responsible if you give incorrect instructions or not give your instructions sufficiently in advance to allow for timely payment. Any information you receive from us is provided for your convenience and is not guaranteed.

If the billed amount varies month-to-month and you have set up a recurring payment instruction, your bill from Xcel Energy will set forth the payment owed each month and the bill will constitute notice of the variable Online Bill Payment. You can enroll in "email alert" to inform you if a bill amount is greater than your specified maximum amount (the "Maximum Amount"). You can also utilize one-time Online Bill Payment. If your payment is less than the amount due, the unpaid amount will be added to your next bill balance and late payment charges may occur where permitted under applicable laws and regulations.

You can also pay your service bill online using your credit or debit card (a transaction fee applies). Our payment partner can accept your payment any time and will post it to your Xcel Energy account by the end of the next business day. You may want to check if your credit/debit card payments are subject to individual transaction and daily limitations set by your bank and/or credit/debit card provider. Our credit/debit card payment partner accepts most major credit/debit cards and a transaction fee applies. Payment by credit or debit card is not available in some states.

Any change you make to your My Account preferences after a bill has been issued to you will be effective in the next billing cycle. However, you may update your Payment Account information at any time prior to initiating a payment. You must submit your instructions only through My Account, including but not limited to payment instructions, so that they are received no later than the Cutoff Time in order to have them considered entered on that particular Business Day. YOUR INSTRUCTION SHOULD BE ENTERED BY THE CUTOFF TIME ON THE DUE DATE TO ENSURE THAT THERE IS ENOUGH TIME FOR XCEL ENERGY TO POST THE PAYMENT TO YOUR ACCOUNT AND SUBMIT THE ELECTRONIC DEBIT TO THE PAYMENT ACCOUNT.

(Continued on Sheet No. 7-72)

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**eBILL and eBILL PAYMENT TERMS OF USE  
(Continued)**

Section No. 7  
1st Revised Sheet No. 72

**8. Canceling or Stopping Payments**

You may cancel a scheduled Online Bill Payment that has not yet been processed at any time before the Cutoff Time for the scheduled Payment Date by (1) accessing the payment information found in My Account, or (2) by contacting Xcel Energy Customer Service (contact information available at [www.xcelenergy.com](http://www.xcelenergy.com)).

**9. Payment Account**

In order to pay any of your bills online, the Payment Account from which you want to make payments must be entered into My Account. By entering information for the Payment Account into eBill Payment through My Account, you are authorizing Xcel Energy to initiate electronic debits to the Payment Account.

Xcel Energy is responsible for the timely and accurate processing of payment withdrawal requests to your bank or financial institution on your behalf following your instructions. You are responsible for the accuracy of your instructions and Payment Account information. Xcel Energy will not be liable for payments Xcel Energy makes or fails to make as a result of erroneous instructions or information.

It is your responsibility to have sufficient available funds in your Payment Account on the Payment Date for payments you schedule. Notwithstanding any instructions from you, Xcel Energy is under no obligation to process any payment on your behalf that: (1) exceeds the available funds in your Payment Account, as determined by your financial institution; (2) is not in accordance with the provisions of these eBill Terms of Use; (3) Xcel Energy has reason to believe may not be authorized by you; (4) would violate any law or regulation applicable to eBill Payment or your financial institution; and (5) is using a Payment Account that Xcel Energy has reason to believe is invalid. Online Bill Payments will be processed through the Automated Clearing House system or other electronic funds transfer network.

**10. Dishonor of a Payment**

If for any reason, such as insufficient funds, incorrect account information, bank or Payment Account closure or suspension or similar circumstances, your financial institution does not honor withdrawal instructions in connection with a payment, you agree that Xcel Energy can do any, or more than one of, the following, as applicable:

Xcel Energy can repeat the payment withdrawal request as allowed by banking requirements, until your bank funds the transfer request. However, Xcel Energy has no obligation to try debiting the Payment Account more than once.

Xcel Energy can deactivate your access to eBill Payment so that you may no longer make payments through eBill Payment or any other method within My Account.

Xcel Energy may use all legal remedies available to us to collect the amount due.

Xcel Energy will not be liable for late or cancelled payments or for any related costs, such as finance charges, late payment fees or similar expenses you may incur as a result of your financial institution's failure to honor instructions to make payments from your Payment Account, regardless of the reason for your bank's refusal.

**11. Your Obligation**

You remain responsible for monitoring your use of eBill Payment and your Payment Account. You agree to review and verify payments made through eBill Payment as often as may be necessary or appropriate to ensure that all such payments are made in accordance with your instructions. You must review those payments as they are reflected on My Account and on the statements for your Payment Accounts, and inform Xcel Energy immediately if you believe that an error has occurred.

**eBILL and eBILL PAYMENT TERMS OF USE  
(Continued)**

Section No. 7  
1st Revised Sheet No. 73

**12. Account and History Information**

You will be able to view your billing and payment history electronically at My Account by following the instructions at the site. After your enrollment in eBill, you will be able to view and print an electronic copy of your bills presented to you through eBill and/or through a third party vendor of Xcel Energy. You should review your payment history regularly to preserve your rights, including your right to dispute transactions that you believe are unauthorized.

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**13. Authorized and Unauthorized Use**

If you permit other persons to use eBill Payment or your password, you are responsible for any transactions they authorize from your Payment Accounts. If you believe that your password has been lost or stolen or that someone has used or may use eBill Payment to make an unauthorized transfer or payment from your Payment Account using your password without your permission, notify Xcel Energy Customer Service immediately using the contact information available at [www.xcelenergy.com](http://www.xcelenergy.com).

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**14. In Case of Errors or Questions about a Payment**

Xcel Energy is responsible for eBill Payment as described in these eBill Terms of Use and for resolving any errors made by Xcel Energy.

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We will not send you a periodic communication listing payments that you make using eBill Payment. The payments will appear only on the statements issued by your bank or financial institution. **SAVE COPIES OF YOUR PAYMENT INSTRUCTIONS AND CHECK THEM AGAINST THE STATEMENT YOU RECEIVE FROM YOUR BANK OR FINANCIAL INSTITUTION.** If you have a question about one of these payments, you think an entry on your Payment Account statement is wrong or if you need more information about a payment initiated through eBill Payment, you must contact Xcel Energy Customer Service as soon as you can. Xcel Energy will investigate the issue and communicate the results to you.

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**15. In Case of Errors or Questions about Your Bill**

If you think your bill is wrong, or if you need more information about a transaction on your bill, you must notify Xcel Energy Customer Service as soon as possible using the contact information available at [www.xcelenergy.com](http://www.xcelenergy.com).

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**16. Records**

Xcel Energy's records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions and, in the absence of manifest error, will be binding and conclusive.

**17. Data Recording**

The information and messages you enter for eBill Payment may be maintained as part of our records. By using eBill Payment you consent to such data retention. Our use of your personal information maintained in My Account will be in accordance with our privacy policy available at [www.xcelenergy.com](http://www.xcelenergy.com).

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**18. Un-Enrollment of eBill and eBill Payment Service**

If you wish to un-enroll in eBill or eBill Payment, you can do so from My Account. You may also contact Xcel Energy Customer Service using the contact information found at [www.xcelenergy.com](http://www.xcelenergy.com).

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Upon un-enrollment from eBill, you will no longer be able to access eBill Payment, and you will no longer receive electronic bills through eBill. Your paper bill will resume and your past electronic bills presented during eBill enrollment

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(Continued on Sheet No. 7-74)

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**eBILL and eBILL PAYMENT TERMS OF USE  
(Continued)**

Section No. 7  
2nd Revised Sheet No. 74

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will be available electronically in the Bill History section of My Account for viewing and printing. The cancellation of a specific eBill Payment during un-enrollment depends upon the un-enrollment date and your billing cycle date.

Xcel Energy reserves the right to deactivate your access to My Account and terminate your access to eBill Payment at any time with or without cause.

Scheduled payments in My Account prior to termination or un-enrollment will be treated as follows:

If your notice of termination to us is received after the Cutoff Time for the Payment Date, the payment process for that payment will be completed, subject to the provisions of these eBill Terms of Use.

If Xcel Energy receives your notice of termination before the Cutoff Time for the Payment Date, the payment will not be made. If Xcel Energy decides to terminate your access to eBill Payment for security reasons or if in our reasonable judgment Xcel Energy terminates your access to eBill Payment to prevent the occurrence of fraud, no further Bill Payments will be made as of the date Xcel Energy terminates your access. Any other termination by Xcel Energy will be subject to the terms of Xcel Energy's notice to you regarding such termination.

Any termination shall not affect your liability or obligations under these eBill Terms of Use that arose prior to such termination.

**19. Notices**

You agree that by subscribing to eBill, all notices or other communications which Xcel Energy may be required to give you arising from our obligations under these eBill and eBill Payment Terms of Use may be sent to you via the communication method of your choosing (e.g., email and/or text message), or in any other manner permitted by law. You are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier.

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By checking on I Agree below, you indicate your acceptance of these eBill and eBill Payment Terms of Use.

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS)**

Section No. 7  
1st Revised Sheet No. 75

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**Interconnection Agreement**

**State of Minnesota**

**Interconnection Agreement For Use with Federal Agencies with Distributed Generation Under 2000 kW, where all electrical facilities behind the primary meter are not owned by Xcel Energy**

For the Interconnection of Extended Parallel Distributed Generation Systems with Electric Utilities

This Generating System Interconnection Agreement is entered into by and between Xcel Energy, and **(INSERT NAME OF APPLICABLE FEDERAL AGENCY)** (the “Interconnection Customer”). The Interconnection Customer and Xcel Energy are sometimes also referred to in this Agreement jointly as “Parties” or individually as “Party”.

In consideration of the mutual promises and obligations stated in this Agreement and its attachments, the Parties agree as follows:

**I. SCOPE AND PURPOSE**

- A. Establishment of Point of Common Coupling. This Agreement is intended to provide for the Interconnection Customer to interconnect and operate a Generation System with a total Nameplate Capacity of 2000 kW or less in parallel with Xcel Energy at the location identified in Exhibit C and shown in the Exhibit A one-line diagram.
- B. This Agreement governs the facilities required to and contains the terms and condition under which the Interconnection Customer may interconnect the Generation System to Xcel Energy. This Agreement does not authorize the Interconnection Customer to export power or constitute an agreement to purchase or wheel the Interconnection Customer’s power. Other services that the Interconnection Customer may require from Xcel Energy, or others, may be covered under separate agreements.
- C. To facilitate the operation of the Generation System, this agreement also allows for the occasional and inadvertent export of energy to Xcel Energy. The amount, metering, billing and accounting of such inadvertent energy exporting shall be governed by a separate Agreement. This Agreement does not constitute an agreement by Xcel Energy to purchase or pay for any energy, inadvertently or intentionally exported, unless expressly noted in a separately executed power purchase agreement (PPA).
- D. This agreement does not constitute a request for, nor the provision of any transmission delivery service or any local distribution delivery service.
- E. The Technical Requirements for interconnection are covered in a separate Technical Requirements document know as, the “State of Minnesota Distributed Generation Interconnection Requirements”, a copy of which as been made available to the Interconnection Customer and incorporated and made part of this Agreement by this reference.

(Continued on Sheet No. 7-76)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

Section No. 7  
1st Revised Sheet No. 76

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**II. DEFINITIONS**

- A. "Area EPS" is an electric power system (EPS) that serves Local EPS's. For the purpose of this agreement, the Xcel Energy system is the Area EPS. Note: Typically, Xcel Energy has primary access to public rights-of-way, priority crossing of property boundaries, etc.
- B. "Area EPS Operator" is the entity that operates the electric power system. For purpose of this agreement, Xcel Energy is the Area EPS Operator.
- C. "Dedicated Facilities" is the equipment that is installed due to the interconnection of the Generation System and not required to serve other Xcel Energy customers.
- D. "EPS" (Electric Power System) are facilities that deliver electric power to a load. Note: This may include generation units.
- E. "Extended Parallel" means the Generation System is designed to remain connected with Xcel Energy for an extended period of time.
- F. "Generation" is any device producing electrical energy, i.e., rotating generators driven by wind, steam turbines, internal combustion engines, hydraulic turbines, solar, fuel cells, etc.; or any other electric producing device, including energy storage technologies.
- G. "Generation Interconnection Coordinator" is the person or persons designated by Xcel Energy to provide a single point of coordination with the Applicant for the generation interconnection process.
- H. "Generation System" is the interconnected generator(s), controls, relays, switches, breakers, transformers, inverters and associated wiring and cables, up to the Point of Common Coupling.
- I. "Interconnection Customer" is the party or parties who will own/operate the Generation System and are responsible for meeting the requirements of the agreements and Technical Requirements. This could be the Generation System applicant, installer, owner, designer, or operator.
- J. "Local EPS" is an electric power system (EPS) contained entirely within a single premises or group of premises.
- K. "Nameplate Capacity" is the total nameplate capacity rating of all the Generation included in the Generation System. For this definition the "standby" and/or maximum rated kW capacity on the nameplate shall be used.
- L. "Point of Common Coupling" is the point where the Local EPS is connected to Xcel Energy

(Continued on Sheet No. 7-77)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

Section No. 7  
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**II. DEFINITIONS (Continued)**

- M. "Point of Delivery" is the point where the energy changes possession from one party to the other. Typically this will be where the metering is installed but it is not required that the Point of Delivery is the same as where the energy is metered
- N. "Technical Requirements" are the State of Minnesota Requirements for Interconnection of Distributed Generation

**III. DESCRIPTION OF INTERCONNECTION CUSTOMER'S GENERATION SYSTEM**

- A) A description of the Generation System, including a single-line diagram showing the general arrangement of how the Interconnection Customer's Generation System is interconnected with Xcel Energy's distribution system, is attached to and made part of this Agreement as Exhibit A. The single-line diagram shows the following:
- 1) Point of Delivery (if applicable)
  - 2) Point of Common Coupling
  - 3) Location of Meter(s)
  - 4) Ownership of the equipment
  - 5) Generation System total Nameplate Capacity: \_\_\_\_ kW **(insert amount, must be less than 2000 kW under this Agreement)**
  - 6) Scheduled operational (on-line) date for the Generation System.

**IV. RESPONSIBILITIES OF THE PARTIES**

- A) The Parties shall perform all obligations of this Agreement in accordance with all applicable laws and regulations, operating requirements and good utility practices.
- B) Interconnection Customer shall construct, operate and maintain the Generation System in accordance with the applicable manufacture's recommended maintenance schedule, the Technical Requirements and in accordance with this Agreement.

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(Continued on Sheet No. 7-78)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

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1st Revised Sheet No. 78

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**V. CONSTRUCTION**

The Parties agree to cause their facilities or systems to be constructed in accordance with the laws of the State of Minnesota and to meet or exceed applicable codes and standards provided by the NESC (National Electrical Safety Code), ANSI (American National Standards Institute), IEEE (Institute of Electrical and Electronic Engineers), NEC (National Electrical Code), UL (Underwriter's Laboratory), Technical Requirements and local building codes and other applicable ordinances in effect at the time of the installation of the Generation System.

**VI. DOCUMENTS INCLUDED WITH THIS AGREEMENT**

- A) This agreement includes the following exhibits, which are specifically incorporated herein and made part of this Agreement by this reference: *(if any of these Exhibits are deemed not applicable for this Generation System installation, they may be omitted from the final Agreement by Xcel Energy.)*
- 1) Exhibit A – Description of Generation System and single-line diagram. This diagram shows all major equipment, including, visual isolation equipment, Point of Common Coupling, Point of Delivery for Generation Systems that intentionally export, ownership of equipment and the location of metering. Exhibit B has been intentionally omitted.
  - 2) Exhibit C – Engineering Data Submittal – A standard form that provides the engineering and operating information about the Generation System.

**VII. TERMS AND TERMINATION**

- A) This Agreement shall become effective as of the date when both the Interconnection Customer and Xcel Energy have both signed this Agreement. The Agreement shall continue in full force and effect until the earliest date that one of the following events occurs:
- 1) The Parties agree in writing to terminate the Agreement; or
  - 2) The Interconnection Customer may terminate this agreement at any time, by written notice to Xcel Energy, prior to the completion of the final acceptance testing of the Generation System by Xcel Energy. Once the Generation System is operational, then VII.A.3 applies. Upon receipt of a cancellation notice, Xcel Energy shall take reasonable steps to minimize additional costs to the Interconnection Customer, where reasonably possible; or

(Continued on Sheet No. 7-79)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

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**VII. TERMS AND TERMINATION (Continued)**

- 3) Once the Generation System is operational, the Interconnection Customer may terminate this agreement after 30 days written notice to Xcel Energy, or
- 4) Xcel Energy may terminate this agreement after 30 days written notice to the Interconnection Customer if:
  - a) The Interconnection Customer fails to interconnect and operate the Generation System per the terms of this Agreement; or
  - b) The Interconnection Customer fails to take all corrective actions specified in Xcel Energy's written notice that the Generation System is out of compliance with the terms of this Agreement, within the time frame set forth in such notice, or
  - c) If the Interconnection Customer fails to complete Xcel Energy's final acceptance testing of the generation system within 24 months of the date proposed under section VII.A.
- B) Upon termination of this Agreement the Generation System shall be disconnected from Xcel Energy. The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing, at the time of the termination.

**VIII. OPERATIONAL ISSUES**

Each Party will, at its own cost and expense, operate, maintain, repair and inspect, and shall be fully responsible for, the facilities that it now or hereafter may own, unless otherwise specified.

- A) Technical Standards: The Generation System shall be installed and operated by the Interconnection Customer consistent with the requirements of this Agreement; the Technical Requirements; the applicable requirements located in the National Electrical Code (NEC); the applicable standards published by the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE); and local building and other applicable ordinances in effect at the time of the installation of the Generation System.
- B) Right of Access: At all times, Xcel Energy's personnel shall have access to the disconnect switch of the Generation System for any reasonable purpose in connection with the performance of the obligations imposed on it by this Agreement, to meet its obligation to operate the electric power system safely and to provide service to its customers. If necessary for the purposes of this Agreement, the Interconnection Customer shall allow Xcel Energy access to Xcel Energy's equipment and facilities located on the premises.

(Continued on Sheet No. 7-80)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

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**VIII. OPERATIONAL ISSUES (Continued)**

- C) Electric Service Supplied: will supply the electrical requirements of the Local EPS that are not supplied by the Generation System. Such electric service shall be supplied, to the Interconnection Customer's Local EPS, under the rate schedules applicable to the Customer's class of service as revised from time to time by Xcel Energy.
- D) Operation and Maintenance: Not applicable.
- E) Cooperation and Coordination: Both Xcel Energy and the Interconnection Customer shall communicate and coordinate their operations, so that the normal operation of the electric power system does not unduly effect or interfere with the normal operation of the Generation System and the Generation System does not unduly effect or interfere with the normal operation of the electric power system. Under abnormal operations of either the Generation System or the Xcel Energy system, the responsible Party shall provide reasonably timely communication to the other Party to allow mitigation of any potentially negative effects of the abnormal operation of their system.
- F) Disconnection of Unit: Xcel Energy may disconnect the Generation System as reasonably necessary, for termination of this Agreement; non-compliance with this Agreement; system emergency, imminent danger to the public or Xcel Energy personnel; routine maintenance, repairs and modifications to the electric power system. When reasonably possible, Xcel Energy shall provide prior notice to the Interconnection Customer explaining the reason for the disconnection. If prior notice is not reasonably possible, Xcel Energy shall after the fact, provide information to the Interconnection Customer as to why the disconnection was required. It is agreed that Xcel Energy shall have no liability for any loss of sales or other damages, including all consequential damages for the loss of business opportunity, profits or other losses, regardless of whether such damages were foreseeable, for the disconnection of the Generation System per this Agreement. Xcel Energy shall expend reasonable effort to reconnect the Generation System in a timely manner and to work towards mitigating damages and losses to the Interconnection Customer where reasonably possible.

(Continued on Sheet No. 7-81)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

Section No. 7  
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**VIII. OPERATIONAL ISSUES (Continued)**

- G) Modifications to the Generation System: When reasonably possible the Interconnection Customer shall notify Xcel Energy, in writing, of plans for any modifications to the Generation System interconnection equipment, including all information needed by Xcel Energy as part of the review described in this paragraph, at least twenty (20) business days prior to undertaking such modification(s). Modifications to any of the interconnection equipment, including, all interconnection required protective systems, the generation control systems, the transfer switches/breakers, interconnection protection VTs & CTs, and Generation System capacity, shall be included in the notification to Xcel Energy. When reasonably possible the Interconnection Customer agrees not to commence installation of any modifications to the Generating System until Xcel Energy has approved the modification, in writing, which approval shall not be unreasonably withheld. Xcel Energy shall have a minimum of five (5) business days to review and respond to the planned modification. Xcel Energy shall not take longer than a maximum of ten (10) business days, to review and respond to the modification after the receipt of the information required to review the modifications. When it is not reasonably possible for the Interconnection Customer to provide prior written notice, the Interconnection Customer shall provide written notice to Xcel Energy as soon as reasonably possible, after the completion of the modification(s). T
- H) Permits and Approvals: The Interconnection Customer shall obtain all environmental and other permits lawfully required by governmental authorities prior to the construction of the Generation System. The Interconnection Customer shall also maintain these applicable permits and compliance with these permits during the term of this Agreement. T

**IX. LIMITATION OF LIABILITY**

- A) Each Party's liability to the other Party for failure to perform its obligations under this Agreement, shall be limited to the amount of direct damage actually incurred. In no event shall either Party be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen.
- B) Notwithstanding any other provision in this Agreement, with respect to Xcel Energy's provision of electric service to any customer including the Interconnection Customer, the Xcel Energy's liability to such customer shall be limited as set forth in Xcel Energy's tariffs and terms and conditions for electric service, and shall not be affected by the terms of this Agreement.

(Continued on Sheet No. 7-82)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

Section No. 7  
1st Revised Sheet No. 82

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**X. DISPUTE RESOLUTION**

- A) Each Party agrees to attempt to resolve all disputes arising hereunder promptly, equitably and in a good faith manner.
- B) In the event a dispute arises under this Agreement, and if it cannot be resolved by the Parties within thirty (30) days after written notice of the dispute to the other Party, the Parties agree to submit the dispute to mediation by a mutually acceptable mediator, in a mutually convenient location in the State of Minnesota. The Parties agree to participate in good faith in the mediation for a period of 90 days. If the parties are not successful in resolving their disputes through mediation, then the Parties may refer the dispute for resolution to the Minnesota Public Utilities Commission (MPUC), which shall maintain continuing jurisdiction over this Agreement.

**XI. INSURANCE**

- A) In connection with the Interconnection Customer's performance of its duties and obligations under this Agreement, the Interconnection Customer agrees that during the term of the Agreement it shall self-insure, subject to and in accordance with the Federal Tort Claims Act, 28 U.S.C 1346(b) and 2671-2680, the Antideficiency Act, 31 U.S.C. 1341, 1342, 1349, 1350, and 1351, and the Automatic Payment of Judgments Act, 31 U.S.C. 1304 (collectively "Federal Statutes") to cover (with a combined single limit of not more than two million dollars (\$2,000,000) for each occurrence) against claims resulting from bodily injury, wrongful death, and property damage arising out of the Interconnection Customer's ownership and/or operations of the Generation System under this Agreement. Subject to and in accordance with the Federal Statutes, Interconnection Customer's self-insurance shall include Xcel Energy as an additional insured and shall be primary and not excess to or contributing with any insurance or self-insurance maintained by Xcel Energy.
- B) Evidence of the insurance required in Section XI.A. shall state that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Xcel Energy.
- C) Failure of the Interconnection Customer or Xcel Energy to enforce the minimum levels of insurance does not relieve the Interconnection Customer from maintaining such levels of insurance or relieve the Interconnection Customer of any liability.
- D) All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the Generation Interconnection Coordinator assigned.

(Continued on Sheet No. 7-82)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

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1st Revised Sheet No. 83

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**XII. MISCELLANEOUS**

**A) FORCE MAJEURE**

- 1) An event of Force Majeure means any act of God, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, breakage or accident to machinery or equipment, any curtailment, order, regulation or restriction imposed by governmental, military or lawfully established civilian authorities, or any other cause beyond a Party's control. An event of Force Majeure does not include an act of negligence or intentional wrongdoing.
- 2) Neither Party will be considered in default of any obligation hereunder if such Party is prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Agreement is hindered by an event of Force Majeure shall make all reasonable efforts to perform its obligations hereunder.

**B) NOTICES**

- 1) Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given if delivered in person or sent by first class mail, postage prepaid, to the person specified below:
  - a) Xcel Energy – ATTN: **(insert contact name, position and address)**
  - b) If to Interconnection Customer:  
  
**(insert contact name, position and address)**
- 2) A Party may change its address for notices at any time by providing the other Party written notice of the change, in accordance with this Section.
- 3) The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's notice to the other Party.

**C) ASSIGNMENT**

The Interconnection Customer shall not assign its rights nor delegate its duties under this Agreement without Xcel Energy's written consent. Any assignment or delegation the Interconnection Customer makes without Xcel Energy's written consent shall not be valid. Xcel Energy shall not unreasonably withhold its consent to the Generating Entities assignment of this Agreement.

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(Continued on Sheet No. 7-84)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

Section No. 7  
1st Revised Sheet No. 84

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**XII. MISCELLANEOUS (Continued)**

**D) NON-WAIVER**

None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.

**E) GOVERNING LAW AND INCLUSION OF XCEL ENERGY'S TARIFFS AND RULES.**

- 1) The laws of the United States of America and, to the extent that there is no applicable or controlling federal law, the laws of the State of Minnesota, shall govern the interpretation, construction, and validity of this Agreement, regardless of any principles of choice of law or conflicts of law.
- 2) The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules applicable to the electric service provided by Xcel Energy, which tariff schedules and rules are hereby incorporated into this Agreement by this reference.
- 3) Notwithstanding any other provisions of this Agreement, Xcel Energy shall have the right to unilaterally file with the MPUC, pursuant to the MPUC's rules and regulations, an application for change in rates, charges, classification, service, tariff or rule or any agreement relating thereto.

**F) AMENDMENT AND MODIFICATION**

This Agreement can only be amended or modified by a writing signed by both Parties.

**G) ENTIRE AGREEMENT**

This Agreement, including all attachments, exhibits, and appendices, constitutes the entire Agreement between the Parties with regard to the interconnection of the Generation System of the Parties at the Point(s) of Common Coupling expressly provided for in this Agreement and supersedes all prior agreements, or understandings, whether verbal or written. It is expressly acknowledged that the Parties may have other agreements covering other services not expressly provided for herein, which agreements are unaffected by this Agreement. Each party also represents that in entering into this Agreement, it has not relied on the promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the incorporated attachments, exhibits and appendices.

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(Continued on Sheet No. 7-85)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

Section No. 7  
1st Revised Sheet No. 85

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**XII. MISCELLANEOUS (Continued)**

**H) CONFIDENTIAL INFORMATION**

Except as otherwise agreed or provided herein, each Party shall hold in confidence and shall not disclose confidential information, to any person (except employees, officers, representatives and agents, who agree to be bound by this section). Confidential information shall be clearly marked as such on each page or otherwise affirmatively identified. If a court, government agency or entity with the right, power, and authority to do so, requests or requires either Party, by subpoena, oral disposition, interrogatories, requests for production of documents, administrative order, or otherwise, to disclose Confidential Information, that Party shall provide the other Party with prompt notice of such request(s) or requirements(s) so that the other Party may seek an appropriate protective order or waive compliance with the terms of this Agreement. In the absence of a protective order or waiver the Party shall disclose such confidential information which, in the opinion of its counsel, the party is legally compelled to disclose. Each Party will use reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any confidential information so furnished.

**I) NON-WARRANTY**

Neither by inspection, if any, or non-rejection, nor in any other way, does Xcel Energy give any warranty, expressed or implied, as to the adequacy, safety, or other characteristics of any structures, equipment, wires, appliances or devices owned, installed or maintained by the Interconnection Customer or leased by the Interconnection Customer from third parties, including without limitation the Generation System and any structures, equipment, wires, appliances or devices appurtenant thereto.

**J) NO PARTNERSHIP**

This Agreement shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

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(Continued on Sheet No. 7-86)

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**INTERCONNECTION AGREEMENT – FEDERAL AGENCY  
DISTRIBUTED GENERATION UNDER 2000 kW  
(CLOSED TO NEW APPLICANTS) (Continued)**

Section No. 7  
1st Revised Sheet No. 86

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**XIII. SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused two originals of this Agreement to be executed by their duly authorized representatives. This Agreement is effective as of the last date set forth below.

Interconnection Customer

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

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

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

Date: \_\_\_\_\_

Xcel Energy

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

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

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

Date: \_\_\_\_\_

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**ELECTRIC SERVICE AGREEMENT PEAK FLEX CREDIT  
RIDER PILOT**

Section No. 7  
2nd Revised Sheet No. 87

Customer name \_\_\_\_\_  
Account No. \_\_\_\_\_  
Premise Number \_\_\_\_\_

**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT**

**THIS AGREEMENT**, is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between  
NORTHERN STATES POWER COMPANY, a Minnesota corporation and wholly owned subsidiary of Xcel  
Energy Inc., hereinafter called the "Company," and \_\_\_\_\_, hereinafter called the "Customer".

**WHEREAS**, the Company desires to offer a curtailment program called the Peak Flex Credit "PFC" to  
customers that receive electric service under the under general service (A14) and general service time of  
use (A15) and customers participating in the General Time-Of-Use (TOU) pilot when approved under Docket  
No. E002/M-20-86 (rate A25) who agree to reduce demand by at least 50 kW during defined Control Events.

**WHEREAS**, the Company has determined that the Customer meets the availability criteria for the voluntary  
curtailment program as set forth in the Company's Electric Tariffs on file with the Public Utilities Commission  
of the State of Minnesota ("Commission"); NOW THEREFORE, in consideration of the mutual covenants set  
forth below, the Company and the Customer agree as follows:

**1. TERMS AND CONDITIONS.** The voluntary curtailment program provided to Customer under this  
agreement is subject to the rates, terms, and conditions set forth in the tariffs, and rules and regulations of  
the Company applicable to this service as on file with the Commission as they now exist and as they may be  
amended from time to time. The PFC tariff, as it now exists and as it may be amended from time to time, is,  
by this reference, made a part of and incorporated into this Agreement.

**2. TERM, EFFECTIVE DATE AND TERMINATION.** This Agreement shall be effective as of  
\_\_\_\_\_ and shall remain in effect for an initial term ending one year from the effective date.  
Customer agreements will be automatically renewed each year and the Customer will be re-enrolled in the  
pilot and the end of each term through the duration of the pilot. The Customer can opt out after any  
agreement term and must notify the Company and request to be unenrolled within 60 days of enrollment. If a  
customer wishes to unenroll from the program within a year of signing this agreement, they will be billed for  
any equipment installation completed by the Company as a part of their enrollment. The Company reserves  
the right to apply at any time to the Commission to modify or terminate the PFC tariff. If the Company  
terminates the PFC tariff, or amends the tariff in a way that is unacceptable to Customer, this Agreement  
shall terminate concurrent with the date on which the termination or applicable amendment of the PFC tariff  
becomes effective.

(Continued on Sheet No. 7-88)

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
2nd Revised Sheet No. 88

**3. SPECIFICATION AND VERIFICATION OF MONTHLY CREDIT FACTORS, RESPONSE TIME AND CONTROL AVAILABILITY.** Contemporaneously with execution of this Agreement, the Customer elects a firm demand, as defined in the tariff, of \_\_\_\_ kW per month for \_\_\_\_ all months or \_\_\_\_ summer months only, defined as June through September (only one may be check marked).

This load commitment can vary by season but the controllable demand, as defined in the tariff as the difference between the Customer's firm demand specified above and their actual monthly demand, must exceed 50kW for any month of customer participation. Customers are expected to reduce load to or below the contracted firm demand during control events. The Company will evaluate customer demand reductions during control events for compliance with contract levels. In the case of non-compliance with contracted demand reduction levels, the Company may require a contract revision.

The Company will provide equipment at no charge to provide customers with their usage data at 15-minute intervals. This interval data will be used to measure and confirm the full contracted demand reduction is provided during control events.

Customer must also commit to a response time as noted below:

\_\_\_\_ Standard Response Time (Customer is responsible for controlling their load when requested by Company. Company will attempt to provide customers with a minimum one-hour advance notice of control events.)

\_\_\_\_ Fast Response Time (Customer automatically controls load within ten minutes of notice from Company using Company approved equipment. Customers that do not respond to a control event within 10 minutes will be considered Standard Response Time customers.)

Annual Control Hours options are provided below:

\_\_\_\_ Level 1 (Maximum of 64 annual control hours, with a maximum of 20 buy-through hours)

\_\_\_\_ Level 2 (Maximum of 100 annual control hours, with a maximum of 64 buy-through hours)

The Customer's ability to achieve the elected capacity commitment will be verified by the Company by conducting a test event at a time agreed to by both the Customer and the Company within 30 days of execution of this agreement. Should the elected capacity commitment not be achieved during the test event, the Customer may elect a new capacity amount which can be ascertained by the test results. The Customer may elect to change their demand reduction obligation value for each successive calendar Year by providing the Company notice between September and January.

Because this is a pilot program, the Customer can expect multiple events to be dispatched in each year of participation. This is necessary in order to properly evaluate the pilot's effectiveness and potential future implementation as a permanent program offering.

(Continued on Sheet No. 7-89)

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
2nd Revised Sheet No. 89

**4. CAPACITY AND CONTINGENCY CONTROL EVENTS.** Required Control Events will normally occur in response to emergency events declared by the Midcontinent Independent System Operator (MISO) or when the Company determines that system conditions may endanger reliability during contingency events. The duration of each standard control event will be a minimum of one hour and a maximum of 4 hours. There is a limit of ten standard control events each year.

Customers who do not meet their contracted demand reduction during capacity events will be subject to failure to control charges of \$4.00/kW for Level 1 customers and \$6.00/kW for Level 2 customers. To comply with a capacity event and avoid paying a failure to control charge, the Customer's average actual demand across each hour of the event must be less than the firm demand specified in this contract.

**5. ECONOMIC CONTROL EVENTS.** Economic control periods will normally occur when the MISO day-ahead hourly Locational Marginal Price (LMP) levels applicable for the Xcel Energy load zone significantly exceed typical levels as determined by the Company. Annual buy-through hours will not exceed the values listed in the "Annual Control Hours" section of this rate schedule.

Customers may avoid providing their contracted demand reduction during an economic control event and pay a buy-through price applied to the amount of their controllable demand used during the control event. This charge will be in addition to charges from the base tariff. This option is only available for non-Required Events. Economic control events may be changed to a required control event if an emergency event for a common time period is later declared by MISO.

Customers will be electronically notified at least one hour in advance of an economic control event. Notice will include buy-through availability, the time period of the event, and the buy-through price per kWh. Multiple economic control events may occur during a single day.

**6. SERVICE INSTALLATIONS.** Customer may be responsible at its cost to provide certain capabilities or conditions prior to the Company's installation of service, as provided in the General Rules and Regulations of Company and/or in the Rate Schedule for Customer's specific service, as they now exist or may hereafter be changed and both on file with the state Regulatory Commission. Customers requesting special facilities will be charged additional costs incurred for such facilities. Standard Response customers must allow Company to inspect and approve the load control installation and equipment provided by customer. Customer may be required to provide auxiliary contacts for remote indication of position of switch or circuit breaker used to control demand and wire auxiliary contacts into a connection point designated by Company, install remote breaker equipment provided by the Company, and provide a continuous 120 volt AC power source at the connection point for operation of the Company remote breaker indication equipment. Customers may be subject to an additional monthly charge for a Company approved and installed two-way communications system. The system equipment allows NSP to remotely determine customer load levels and to notify customers of control periods.

(Continued on Sheet No. 7-90)

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**ELECTRIC SERVICE AGREEMENT PEAK FLEX CREDIT  
RIDER PILOT (Continued)**

Section No. 7  
2nd Revised Sheet No. 90

**6. SERVICE INSTALLATIONS** (Continued). Fast Response customers will have the option to have the Company install, at the customer's expense, equipment specified by the Company for compliance with the conditions required for fast response to Control Periods. At no additional cost to the customer, Company will be responsible for ongoing maintenance and upkeep of installed equipment.

**7. NOTICE.** Except as otherwise provided, any notice or information that either party may desire to give to the other regarding this agreement shall be in writing to the following address, or to such other address as either of the parties shall designate in writing:

To: Northern States Power Company of Minnesota  
Attention: Peak Flex Credit Program Manager  
401 Nicollet Mall  
Minneapolis, MN 55401

To:

Customer Name \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Customer shall be responsible for updating all changes to its contact information necessary to ensure that it receives notice of events as set forth in this Agreement.

**8. ASSIGNMENT – CONSENT.** This Agreement shall not be assigned by either party hereto, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**9. AMENDMENT.** This Agreement may be amended from time to time with the approval of the Minnesota Public Utilities Commission. This Agreement, together with its attachments, the PFC tariff schedule and the rules and regulations set forth in the Company's tariffs governing electric service (as these tariffs and schedules may change from time to time), constitute the entire agreement among the parties with respect to interruptible service.

**10. JURISDICTION.** The laws of the State of Minnesota and the rules and regulations of the Minnesota Public Utilities Commission shall govern this agreement.

**11. ELECTRONIC COMMUNICATIONS.** Customer consents to receive communications from Xcel Energy relating to the Pilot in electronic format sent to Customer's email address.

IN WITNESS WHEREOF, the parties have executed this Voluntary curtailment program Agreement in their respective names, by their duly authorized representatives as of the date and year first written above.

Northern States Power Company d/b/a Xcel Energy

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Customer Signature

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date Filed: 05-27-22

By: Christopher B. Clark

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President, Northern States Power Company, a Minnesota corporation

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
2nd Revised Sheet No. 91

**AGGREGATOR AGREEMENT**

**Effective Date:** \_\_\_\_\_

**Aggregator Name ("Aggregator"):** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

**Demand Reduction Obligation (Total per Control Event):** \_\_\_\_ kW

**PFC Agreement Term ("Term"):** \_\_\_\_\_

**Customer Allocations<sup>1</sup>:**

Account/Premise Number	Customer Name	Load Reduction Obligation (kW)	Response Time (Standard/Fast) <sup>2</sup>	Annual Control Hours (Level 1/Level 2) <sup>3</sup>	Summer/ All Year

<sup>1</sup> Aggregator may attach additional documentation as necessary and make amendments from time to time to reflect changes in customer allocations.

<sup>2</sup> If Standard Response Time is selected, Company will use reasonable efforts to provide Aggregators with a minimum one-hour advance notice of Control Events. If Fast Response Time is selected, Aggregator will have the ability to automatically control electric load within ten minutes of notice from Company using Company-approved equipment. Customers that do not respond to a control event within ten minutes will be considered Standard Response Time Customers.

<sup>3</sup> Level 1 indicates a maximum of 64 annual Control Hours, with a maximum of 20 buy-through hours. Level 2 indicates a maximum of 100 annual Control Hours, with a maximum of 64 buy-through hours.

(continued on Sheet No. 7-91.1)

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
Original Sheet No. 91.1

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THIS PEAK FLEX CREDIT PROGRAM AGGREGATOR AGREEMENT ("PFC Aggregator Agreement") is entered into on the Effective Date set forth above, by Northern States Power Company, a Minnesota corporation and wholly owned subsidiary of Xcel Energy Inc., (hereafter called "Company") and Aggregator. The Company and Aggregator may be referred to individually as a "Party" or together as the "Parties." This PFC Aggregator Agreement incorporates by this reference the PEAK FLEX CREDIT PILOT PROGRAM – AGGREGATOR TERMS AND CONDITIONS attached hereto as Exhibit A. This PFC Aggregator Agreement is effective on the Effective Date and, unless terminated in accordance with its terms, shall continue for the Term set forth above ("Term"). Under no circumstances may the Term of this PFC Aggregator Agreement extend beyond the availability of the Company's Peak Flex Credit Tariff, and this PFC Aggregator Agreement will automatically terminate if the Company's Peak Flex Credit Tariff is terminated. By their signatures below, the Parties have executed this PFC Aggregator Agreement in their respective names, by their duly authorized representatives as of the Effective Date.

AGGREGATOR:

Authorized Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

NORTHERN STATES POWER COMPANY

Authorized Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

(continued on Sheet No. 7-91.2)

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
Original Sheet No. 91.2

**Exhibit A: Flex Credit Pilot Program - Aggregator Terms and Conditions**

1. PFC Program – Generally. Northern States Power Company, a Minnesota corporation doing business as Xcel Energy (“Company”) offers an experimental rate for a load control incentive called the Peak Flex Credit Pilot (“PFC Pilot”). Company offers the PFC Pilot to Company’s commercial customers located within Company’s service territory (each a “Customer”) that are qualified to participate in the PFC under Company’s Peak Flex Credit Rider Pilot (Rate CodeA28) (the “Peak Flex Credit Tariff”) on file with the Public Utility Commission of Minnesota (“Commission”). A Customer may participate in the PFC Pilot directly with Company or through a qualified demand response (DR) aggregator as defined in the Peak Flex Credit Tariff (“DR Aggregator”). DR Aggregators participating in the PFC Pilot will be responsible for meeting PFC Pilot obligations and commitments and will achieve these commitments by engaging and incentivizing Customers to participate in the PFC Pilot, and will use the Customers’ aggregate energy reductions to achieve the DR Aggregator’s commitments set forth in this PFC Aggregator Agreement. Aggregator desires to participate in the PFC Pilot as a DR Aggregator and agrees to the terms and conditions set forth in this PFC Aggregator Agreement.
2. PFC Pilot Tariff. The PFC Pilot, this PFC Aggregator Agreement and Aggregator’s participation in the PFC Pilot are subject to and governed by the terms and conditions set forth in the Peak Flex Credit Tariff as may be updated from time to time with the Commission as well as any other applicable rates, rules and regulations on file with the Commission. This PFC Aggregator Agreement hereby incorporates the Peak Flex Credit Tariff by this reference. Any capitalized terms used but not otherwise defined shall have the meaning provided in the Peak Flex Credit Tariff. In the event any term of this PFC Aggregator Agreement conflicts with the terms and conditions set forth in the Peak Flex Credit Tariff, the terms and conditions set forth in the Peak Flex Credit Tariff shall supersede and control over the conflicting terms and conditions contained in this Peak Flex Aggregator Agreement.
3. Aggregator General Obligations. During the Term, Aggregator shall: (a) reduce electric load by the total kW noted above which should be at least 50 kW aggregated across the electric loads of all Customers set forth on the first page of this PFC Aggregator Agreement during defined Control Events; (b) meet all required criteria as identified in the Peak Flex Credit Tariff; (c) ensure that each Customer, whose electricity reductions are being aggregated under this PFC Aggregator Agreement, meets the requirements of the Peak Flex Credit Tariff, and (c) shall provide its services and conduct its business as a DR Aggregator in compliance with all applicable laws, rules and regulations.
4. Aggregator Participation Requirements. On the Effective Date and throughout the Term: (i) Aggregator represents and warrants that it is an active DR Aggregator experienced in demand response aggregation in at least one retail market and two wholesale markets in the United States; (ii) Aggregator will maintain and operate a Network Operations Center (NOC) which operates 24 hours per day, 365 days per year and is capable of monitoring and dispatching aggregations of demand response resources; (iii) Aggregator represents and warrants that it is not, and will not, be banned from doing business in any Regional Transmission Operation (RTO) or Independent System Operator (ISO) approved by the Federal Energy Regulatory Commission (FERC); and (iv) Aggregator shall meet all other availability criteria for the voluntary curtailment pilot as set forth in the Peak Flex Credit Tariff.
5. Load Reduction. During the Term and in accordance with the Peak Flex Credit Tariff: (a) Aggregator shall aggregate groups of Customers who collectively can reduce electric demand on Company’s systems by at least 50 kW during defined Control Events. The Customer aggregation groups are set forth on the first page of the PFC Aggregator Agreement under “Customer Allocation” and further defined in the Peak Flex Credit Tariff. Aggregator commits to the electric load reduction option selected for each Customer by the amount set forth on the Customer

(continued on Sheet No. 7-91.3)

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
Original Sheet No. 91.3

- Allocation table. Customers and Customer Allocations must be as set forth on the 1st page of this PFC Aggregator Agreement, prior to Aggregator using a Customer's load for purposes of the PFC Pilot. Throughout the Term, the Parties may update the Customer Allocation table by mutual written agreement (including updated Customer Allocations); (b) Aggregator shall ensure each Customer included in the Customer Allocation agrees: (i) to participate in the PFC Program through Aggregator rather than directly with Company; (ii) to forfeit any right such Customer may have to receive any direct payment or bill credit under the Peak Flex Credit Tariff; (iii) to Company paying Aggregator any credit or payment allowed under the Peak Flex Credit Tariff; (iv) Customer accepts payment or other benefit provided for in Customer's agreement with Aggregator as Customer's sole and exclusive compensation for Customer's participation in the PFC Pilot through Aggregator; (c) Aggregator shall deliver the total electric load reductions specified by the sum of the Customer Allocations.
6. Aggregator shall indemnify and hold Company harmless from any and against any claim by a Customer participating in the PFC Program through Aggregator relating to amounts Customer may claim to be owed under the PFC Program or as a result of Customer's energy curtailment. The Customer Allocation sets forth the load reduction obligations for each Customer being aggregated, as well as the applicable Response Times and control Levels. Aggregator event performance compliance will be measured at the total aggregate level, not per Customer. Aggregator must give Company ten (10) business days written notice before making a monthly subtraction and/or addition to Customer Allocations. The Company will evaluate Customer demand reductions during Control Events for compliance with the Load Reduction Obligations set forth in the Customer Allocation. In the event of non-compliance with the Load Reduction Obligations set forth in the Customer Allocation, Company may require the PFC Aggregator Agreement to be modified to reflect the correct Customer Allocations. Company will require a Customer-specific test event be conducted whenever a new Customer (with (1) new load reduction capability or (2) a significant change into the Customer Allocation. Such newly added Customer must meet the Load Reduction Obligations set forth in an update Customer Allocation for Aggregator to start receiving payment under the Peak Flex Credit Tariff. Aggregator will provide ten (10) business days written notice to Company when the test is complete to confirm new electric load.
7. Customer Data. Prior to receiving any Customer data from Company ("Customer Data"), including any Customer energy usage data, Aggregator shall obtain and provide the Company with written consent and approval from each Aggregator Customer to receive Customer Data from Company, through required forms outlined in the Peak Flex Credit Tariff. As a condition of Aggregator's receipt and use of the Customer Data, Aggregator shall not use or process the Customer Data for any purpose that is unlawful or prohibited or for any use or purpose beyond the authorization and consent provided to Aggregator by the relevant Customer. Aggregator shall indemnify and hold Company harmless for all claims, damages, liabilities or costs arising out of Aggregator's use of the Customer Data or Aggregator's breach of its obligations under this paragraph. COMPANY MAKES NO REPRESENTATIONS ABOUT THE CUSTOMER DATA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO THE ACCURACY, QUALITY OR VALIDITY OF THE CUSTOMER DATA. ALL CUSTOMER DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE CUSTOMER DATA. COMPANY DOES NOT WARRANT THAT ANY CUSTOMER DATA PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE.
8. Direct Credits and Penalties. (a) Aggregator will maintain the load reduction obligations for each Customer throughout the Term as set forth in the Customer Allocation. Each Customer set forth on the Customer Allocation agrees to have ongoing bill reductions which are available under the Peak Flex Credit Tariff assessed and paid to Aggregator. (b) Aggregator is responsible for any PRC Program penalties which are applicable under the Peak Flex Credit Tariff as a result of an aggregated Customer's non-compliance during Control Events measured by Customer interval

(continued on Sheet No. 7-91.4)

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
Original Sheet No. 91.4

- meter data. Company will invoice Aggregator for any such Penalty, and any Penalty must be paid by Aggregator within 30 days of Aggregator's receipt of an invoice from Company. Aggregators may net these penalties from Aggregator's monthly invoice for Direct Credits which may be achieved by Aggregator under the Peak Flex Credit Tariff; however, if the penalties exceed the amount of the Direct Credit owed during the month, Company will send an additional invoice to Aggregator for payment of the difference within 30-days of Aggregator's receipt of such invoice. (c) Any Direct Credit earned and due to Aggregator under the Peak Flex Credit Tariff will be paid or credited to Aggregator as set forth in this PFC Aggregator Agreement after the end of the billing month in which the energy reduction occurred. Aggregator shall invoice Company for any Direct Credit owed to Aggregator in accordance with this Section. Aggregator will be paid through a check or electronic payment method. Company verified billing data will confirm Aggregator's Direct Credit invoice amount is accurate. If there are inaccuracies the Parties will work to validate invoice against billing data. Direct Credits will be calculated according to the selected load reduction options for each Customer set forth in the Customer Allocation based on the selected: Response Time (Standard or Fast), Control availability (All months or the four months during the summer which include June through September); and the maximum annual control hours (Level 1 or Level 2). (d) Aggregator is responsible for its timely invoice submittals to the Company based on pricing structure set forth in the Peak Credit Tariff and based on the load reduction options set forth in the Customer Allocation. Aggregator shall not invoice Company in whole or in part prior to approval from Company. All invoices shall be submitted to Company in compliance with Company's then-current policies and procedures, including but not limited to the Supplier Invoicing Instructions and Procedure Manual posted by Company, as revised from time to time.
9. Financial Review. Aggregator must submit to financial evaluation performed by the Company. Such evaluation will include Company review of Aggregator's financial statements, senior unsecured long-term debt (un-enhanced by third party support), rating(s) from credit reporting agency(ies), and/or other information relating to Aggregator's creditworthiness. The results of the financial evaluation will determine Aggregator eligibility. Company within its sole but reasonable discretion will determine whether or not an Aggregator meets the necessary financial requirements. Aggregators who do not meet this criterion will be unable to participate.
10. Registration with MISO. Company will register all eligible Aggregator Customer load as a Demand Resource Load Modifying Resource (Demand Resource) with MISO and will convert the capacity into Zonal Resource Credits (ZRCs). Aggregators agree to abide by all applicable requirements for Demand Response LMR not directly tied to Market Participant responsibilities as set forth in MISO's Tariff and MISO's Demand Response Business Practices Manual (BPM-026) and outlined in the Peak Flex Credit Tariff. All Aggregator Customer load must have revenue-quality interval metering to enable assessment of performance, per the standards in MISO's Tariff and Demand Response Business Practices Manual (BPM-026). All load registered for the PFC Pilot are required to participate in an annual testing event, as specified in the MISO Tariff and BPM-026. Aggregator must supply the Company with hourly load curtailment capability for each day of the chosen Control Availability Option.
11. Marketing Materials. Aggregator shall conduct the marketing, recruitment and retention activities required to market to, recruit and retain Customers. Prior to publishing, Aggregator shall give Company a reasonable opportunity to review all PFC Pilot marketing plans and materials to be distributed, published or disseminated to third parties or to the public. Aggregator shall not, without the prior written approval of Company (a) use the name, trademarks or logo of Xcel Energy Inc. or Company on any marketing materials, (b) state, imply or in any way represent to third parties, or customers that Xcel Energy Inc. or Company has endorsed or approved Aggregator. Any use of Company's name, trademarks or logo shall comply with Company's then current guidelines.

(continued on Sheet No. 7-91.5)

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
Original Sheet No. 91.5

- Approvals will not be unreasonably withheld, and the Company shall use reasonable efforts to review marketing materials within a 10-business day timeframe.
12. **Publicity.** The Company and Aggregator shall consult with each other and receive the other Party's approval before issuing any press release about this Agreement that expressly references the other Party, Xcel Energy Inc., or the dispatch of a Control Event under this Agreement. Neither the Company nor Aggregator shall issue any such press release prior to such consultation and approval, except to the extent required by applicable law or the requirements of any exchange on which Xcel Energy Inc.'s or Aggregator's common stock is then listed. If, during the Term, either Party is contacted by the media concerning this Agreement, the contacted Party shall inform the other Party of the existence of the inquiry, any questions asked, and the substance of any information provided to the media.
13. **Reporting.** Aggregators are obligated to provide information concerning services to the Peak Flex Credit Tariff customers to the Minnesota Public Utilities Commission, Department of Commerce or Attorney General as requested. Aggregators must provide a yearly report to the Company by January 1 including number of Customers aggregated; number of customers participating in fast versus standard response time; number of customers opting for seasonal participation; number of customers opting-out of Aggregation, reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the PFC Pilot. The yearly report will be public and provided as part of our pilot analysis during reporting requirements under Docket No. E002/20-421.
14. **Fair Disclosure.** Prior to any person or entity becoming a Customer participating the PFC Pilot through Aggregator, Aggregator will fairly disclose the future costs and benefits of the PFC Pilot and provide such costs and benefits to the Customer. The Aggregator shall comply with all other requirements of the Commission and applicable laws with respect to communications and dealings with Customers.
15. **Company may stop providing electricity to Aggregator's Customers during a system Emergency Event.** Company will not discriminate against the Aggregator when it stops providing electricity or when it resumes providing electricity. Emergency Event is defined in MISO's tariff.
16. **Representations and Warranties.** Aggregator represents and warrants to the Company that: (i) the execution, delivery and performance of this PFC Aggregator Agreement has been duly authorized by all requisite action on the part of Aggregator, and Aggregator has full power and authority to enter into this PFC Aggregator Agreement (ii) this PFC Aggregator Agreement constitutes the legal, valid, and binding obligation of Aggregator; (iii) Aggregator is and will remain duly licensed, authorized or qualified to do business, and in good standing; and (iv) Aggregator is and will remain in compliance with all applicable laws applicable to it in connection with performance under this PFC Aggregator Agreement.
17. **INDEMNIFICATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND IN ADDITION TO ANY OTHER INDEMNIFICATION REQUIRED UNDER THIS PFC AGGREGATOR AGREEMENT, AGGREGATOR SHALL AT ALL TIMES INDEMNIFY, DEFEND, AND SAVE COMPANY HARMLESS FROM ANY AND ALL THIRD PARTY DAMAGES, LOSSES, CLAIMS, COSTS AND EXPENSES, REASONABLE ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM: (A) AGGREGATOR'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR ITS AGREEMENT WITH CUSTOMERS TO PROVIDE DEMAND ENERGY RESPONSE AGGREGATION SERVICES; AND (B) AGGREGATOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR AGGREGATOR'S FRAUDULENT OR UNLAWFUL ACTIONS.**

(continued on Sheet No. 7-91.6)

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
Original Sheet No. 91.6

18. LIMITATION OF LIABILITY. SUBJECT TO THE LIMITATIONS CONTAINED IN THIS PFC AGGREGATOR AGREEMENT, EACH PARTY AGREES THAT IT WILL BE RESPONSIBLE FOR ITS OWN ACTS AND THE RESULTS THEREOF TO THE EXTENT AUTHORIZED BY APPLICABLE LAWS AND SHALL NOT BE RESPONSIBLE FOR THE ACTS OF THE OTHER PARTY AND THE RESULTS THEREOF. EACH PARTY'S LIABILITY TO THE OTHER PARTY FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS PFC AGGREGATOR AGREEMENTS SHALL BE LIMITED TO THE AMOUNT OF DIRECT DAMAGE ACTUALLY INCURRED AS A RESULT OF SUCH NON-PERFORMANCE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING FOR LOSS OF BUSINESS OPPORTUNITY OR PROFITS, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEN. NOTWITHSTANDING ANY OTHER PROVISION, WITH RESPECT TO THE COMPANY'S DUTIES OR PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS CONTRACT, THE COMPANY'S LIABILITY TO AGGREGATOR SHALL BE LIMITED AS SET FORTH IN THE COMPANY'S RATE BOOK AND TERMS AND CONDITIONS FOR ELECTRIC SERVICE AND SHALL NOT BE AFFECTED BY THE TERMS OF THIS PFC AGGREGATOR AGREEMENT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE COMPANY BE LIABLE TO AGGREGATOR FOR ANY CLAIMS, EXPENSES, LOSSES, DAMAGES, OR LAWSUITS ARISING OUT OF ANY INTERRUPTIONS OR DISTURBANCES IN ELECTRIC SERVICE AND COMPANY'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THIS PFC AGGREGATOR AGREEMENT, OR FROM PERFORMANCE OR BREACH THEREOF, shall in no case exceed the total dollar amount of the Direct Credits owed to Aggregator minus any penalty owed under the Peak Flex Credit Tariff.
19. Notice. Any notice required or permitted by this PFC Aggregator Agreement shall be deemed given (1) when delivered by hand or email with receipt confirmed, (2) on the next business day after being sent by a reputable overnight courier service for next business day delivery, or (3) on the third business day after being sent by prepaid United States mail, return receipt requested, in each case to the Party at the address specified as follows. Notices to Aggregator shall be sent to the mailing or email set forth on the first page of this PFC Aggregator Agreement. Notices to the Company shall be sent to Northern States Power Company of Minnesota, Attention: Peak Flex Credit Program, 401 Nicollet Mall, Minneapolis, MN 55401.
20. Assignment. Aggregator shall not assign this PFC Aggregator Agreement or delegate any of its obligations without written consent of Company. Company's consent will be conditioned upon the proposed assignee meeting the requirements of any applicable tariff provisions, and expressly assuming remaining liabilities of Aggregator hereunder, together with such other requirements as may be set forth by Company. Any prohibited assignment shall be void.
21. Amendment. This PFC Aggregator Agreement shall be amended only by a written agreement executed by both the Company and the Aggregator.
22. Waiver. No delay by the either Party in enforcing any of its rights shall be deemed a waiver of such rights, nor shall a waiver by either Party of any of the other Party's defaults be deemed waiver of any other or subsequent defaults.
23. Complete Agreement. This PFC Aggregator Agreement, together with its attachments, the Peak Flex Credit Tariff and the rules and regulations set forth in the Company's tariffs governing electric service (as these tariffs and schedules may change from time to time), constitute the complete and exclusive agreement and understanding of Parties concerning its subject matter. This PFC Aggregator Agreement supersedes all prior agreements, representations, understandings, and communications, written or oral, between the Parties as to the subject matter of this PFC Aggregator Agreement.

(continued on Sheet No. 7-91.7)

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT RIDER PILOT (Continued)**

Section No. 7  
Original Sheet No. 91.7

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24. Applicable Law and Venue. This PFC Aggregator Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota and the rules and regulations of the Minnesota Public Utilities Commission. The Parties agree that any claim or dispute arising out of this PFC Aggregator Agreement shall be subject to and decided by the state and federal courts located within Hennepin County, Minnesota.
25. Electronic Communications. Aggregator consents to receive communications from Company relating to the PFC Pilot in electronic format sent to Customer's email address set forth on the first page of this PFC Aggregator Agreement. No Third-Party Beneficiary. This PFC Aggregator Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this PFC Aggregator Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.
26. Electronic Signature and Electronic Records. Both Parties consent to the use of electronic signatures. This PFC Aggregator Agreement and any other documents requiring signature hereunder may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the PFC Aggregator Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the PFC Aggregator Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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**ONE-TIME MY ACCOUNT PAYMENT  
TERMS OF USE**

Section No. 7  
Original Sheet No. 92



**XCEL ENERGY'S ONE-TIME MY ACCOUNT PAYMENT TERMS OF USE**

**1. Introduction**

CAREFULLY READ ALL OF THESE TERMS OF USE BEFORE PROCEEDING. IF YOU DO NOT ACCEPT SUCH TERMS AND INDICATE YOUR ACCEPTANCE BELOW, THEN YOU WILL NOT BE PERMITTED TO USE THE ONE-TIME MY ACCOUNT PAYMENT OPTION. YOU ALSO HAVE OTHER OPTIONS FOR MAKING A PAYMENT.

BY CHOOSING "I AGREE, SUBMIT" YOU AGREE TO BE BOUND BY THESE TERMS OF USE. YOU AGREE THAT XCEL ENERGY MAY MAKE AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER, AND ARE AUTHENTIC AND VALID. PLEASE KEEP A COPY OF THESE TERMS OF USE FOR YOUR RECORDS.

Xcel Energy has made available to you an online payment option ("One-Time My Account Payment") that allows you to make a one-time payment toward your Xcel Energy utility account through your enrollment in Xcel Energy's "My Account" Online Service ("My Account"). This service is in addition to the other online account management services made available to you under My Account. Your use of One-Time My Account Payment is governed by these terms of use (the "One-Time My Account Payment Terms of Use") and the terms and conditions covering My Account, which can be found at [www.xcelenergy.com](http://www.xcelenergy.com). The terms of the My Account Agreement are incorporated herein by this reference.

**2. Description of and Use of One-Time My Account Payment**

Xcel Energy reserves the right to modify or discontinue any or all services or features of the One-Time My Account Payment option at any time without prior notice, or to offer specific programs only to customers meeting applicable qualifications. Subject to satisfying the qualifications for a particular program, you may elect to use one or more of the features available without being obligated to use them all.

One-Time My Account Payment allows you to electronically make payments toward your Xcel Energy utility account over the Internet at My Account on a one-time basis from a checking or other account that you designate (your "Payment Account").

As a user of My Account and One-Time My Account Payment, you represent and warrant that you are an individual or represent a business that has an existing account with Xcel Energy, and are able to access One-Time My Account Payment by using your User ID and password to sign in to My Account. To the fullest extent permitted by law, you are responsible for any payment made to Xcel Energy via your My Account feature. You agree not to use One-Time My Account Payment in any manner that is illegal or that infringes on the rights of others. You may not resell or make any commercial use of One-Time My Account Payment without Xcel Energy's prior written consent.

**ONE-TIME MY ACCOUNT PAYMENT  
TERMS OF USE (Continued)**

Section No. 7  
Original Sheet No. 93

**3. Making a One-Time My Account Payment**

To make a One-Time My Account Payment, you must provide such information as may be requested by us to determine your eligibility, including without limitation, a certain number or numbers related to your Payment Account. Xcel Energy may refuse to provide One-Time My Account Payment to anyone, at any time, in our sole discretion.

**4. Changes to Information; Fees; Rejected Payments**

As a My Account and One-Time My Account Payment user, it is your responsibility to ensure that the contact and other required information in your My Account user profile is current and accurate, and updated promptly if necessary, including your name, address, phone number and email address. Similarly, changes with regard to your bank or Payment Account must also be updated. Failing to do so may result in our continued use of old information. Xcel Energy will not be responsible for any mail forwarded by us to your old mailing or e-mail address before you have provided us with the updated information, nor will Xcel Energy be responsible for problems that may arise if you change your bank or Payment Account and do not provide us with the updated information. Changes can be made either within the My Account service or by contacting Xcel Energy's Customer Service using the contact information found at [www.xcelenergy.com](http://www.xcelenergy.com).

In the event that your Payment Account information changes for any reason, you are obligated to promptly notify Xcel Energy by entering these changes within My Account. One-Time My Account Payments will be processed against the Payment Account information you provide during the One-Time My Account Payment process or through your selection of a Payment Account saved securely within My Account.

Although Xcel Energy will not charge a fee for your use of One-Time My Account Payment, you are solely responsible for the accuracy of your banking information and for payment of any fees or charges imposed on you by your bank or financial institution as a result of your use of One-Time My Account Payment. However, if your payment is ever rejected, Xcel Energy will pass through to you any charges assessed against Xcel Energy for such rejection, and will charge you a returned check fee or other payment rejection fee on your next bill, where such charges are permitted by the applicable regulations in your state. Information regarding such late fees and charges is available at [www.xcelenergy.com](http://www.xcelenergy.com). Where permitted by applicable law or regulation, Xcel Energy also reserves the right to terminate your participation in My Account and/or One-Time My Account Payment if your payment is rejected more than once within any consecutive 12-month period. Additionally, you are responsible for any Internet service fees that may be assessed by your telephone and/or Internet service provider.

**5. One-Time My Account Payment and Notice of Electronic Presentment**

Information related to any payment you make through One-Time My Account Payment will only be available through My Account. Any notifications related to a payment made through One-Time My Account Payment will be delivered through My Account or to the e-mail address you have provided through My Account. Because of these and some other transaction notices pursuant to the agreement between you and Xcel Energy, you may not "opt-out" from all communications related to My Account.

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E,G002/M-15-43		Order Date:	02-27-15

**ONE-TIME MY ACCOUNT PAYMENT  
TERMS OF USE (Continued)**

Section No. 7  
Original Sheet No. 94

Xcel Energy is not responsible if you give incorrect instructions or do not give Xcel Energy your instructions sufficiently in advance to allow for timely payment. Any information you receive from us is provided for your convenience and is not guaranteed.

**6. Payments**

As used in these One-Time My Account Payment Terms of Use, the following terms have the following meanings:

The "Payment Due Date" or "Due Date"

The Payment Due Date or Due Date is the latest date by which Xcel Energy must have posted your payment for your bill to be paid on time. Timely payment requires that payment be initiated by 4 PM Mountain Time (3 PM Central Time) on the Payment Due Date. One-Time My Account Payments initiated after 4 PM Mountain Time (3 PM Central Time) on any business day (the "Cutoff Time") are considered submitted the next business day.

The "Payment Date"

The Payment Date is the date selected by you through One-Time My Account Payment on which your payment will post to your Xcel Energy account and the date on or after which funds will be drawn or deducted from your Payment Account.

**7. Making One-Time My Account Payments**

Your use of One-Time My Account Payment will constitute your authorization to us to initiate a one-time electronic debit to your Payment Account in the amount and at the time you specify.

If you make a one-time payment through One-Time My Account Payment and your payment is less than the amount due on your then-current bill, the unpaid amount will be added to your next bill balance and late payment charges may occur where permitted under applicable laws and regulations. Subject to certain limitations, you may make as many one-time payments as you choose through One-Time My Account Payment, but payments may be scheduled no more than forty-five (45) days in advance.

YOUR PAYMENT INSTRUCTION SHOULD BE ENTERED BY THE CUTOFF TIME ON THE DUE DATE TO ENSURE THAT THERE IS ENOUGH TIME FOR XCEL ENERGY TO POST THE PAYMENT TO YOUR ACCOUNT AND SUBMIT THE ELECTRONIC DEBIT TO THE PAYMENT ACCOUNT.

**8. Canceling or Stopping Payments**

You may cancel a scheduled One-Time My Account Payment that has not yet been processed at any time before the Cutoff Time for the scheduled Payment Date by (1) accessing the payment information within My Account, or (2) by following the instructions provided at the time of confirmation of the payment.

(Continued on Sheet No. 7-95)

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		President, Northern States Power Company, a Minnesota corporation		
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**ONE-TIME MY ACCOUNT PAYMENT  
TERMS OF USE (Continued)**

Section No. 7  
Original Sheet No. 95

**9. Payment Account**

In order to make a payment(s) online through One-Time My Account Payment, the Payment Account from which you want to make payments must be entered into My Account. By entering information for the Payment Account through My Account or One-Time My Account Payment, you are authorizing Xcel Energy to initiate electronic debits to the Payment Account.

Xcel Energy is responsible for the timely and accurate processing of payment withdrawal requests to your bank or financial institution on your behalf following your instructions. You are responsible for the accuracy of your instructions and Payment Account information. Xcel Energy will not be liable for payments Xcel Energy makes or fails to make as a result of erroneous instructions or information.

It is your responsibility to have sufficient available funds in your Payment Account on the Payment Date for payments you schedule. Notwithstanding any instructions from you, Xcel Energy is under no obligation to process any payment on your behalf that: (1) exceeds the available funds in your Payment Account, as determined by your financial institution; (2) is not in accordance with the provisions of these One-Time My Account Payment Terms of Use; (3) Xcel Energy has reason to believe may not be authorized by you; (4) would violate any law or regulation applicable to My Account, One-Time My Account Payment or your financial institution; and (5) is using a Payment Account that Xcel Energy has reason to believe is invalid. One-Time My Account Payments will be processed through the Automated Clearing House system or other electronic funds transfer network.

**10. Dishonor of a Payment**

If for any reason, such as insufficient funds, incorrect account information, bank or Payment Account closure or suspension or similar circumstances, your financial institution does not honor withdrawal instructions in connection with a payment, you agree that Xcel Energy can do any, or more than one of, the following, as applicable:

- Xcel Energy can repeat the payment withdrawal request as allowed by banking requirements, until your bank funds the transfer request. However, Xcel Energy has no obligation to try debiting the Payment Account more than once.
- Xcel Energy can deactivate your access to My Account and/or One-Time My Account Payment so that you may no longer access My Account or make payments through One-Time My Account Payment or any other method within My Account.
- Xcel Energy may use all legal remedies available to us to collect the amount due.

Xcel Energy will not be liable for late or cancelled payments or for any related costs, such as finance charges, late payment fees or similar expenses you may incur as a result of your financial institution's failure to honor instructions to make payments from your Payment Account, regardless of the reason for your bank's refusal.

**ONE-TIME MY ACCOUNT PAYMENT  
TERMS OF USE (Continued)**

Section No. 7  
Original Sheet No. 96

**11. Your Obligation**

You remain responsible for monitoring your use of One-Time My Account Payment and your Payment Account. You agree to review and verify payments made through One-Time My Account Payment as often as may be necessary or appropriate to ensure that all such payments are made in accordance with your instructions. You must review those payments as they are reflected on My Account and on the statements for your Payment Accounts, and inform Xcel Energy immediately if you believe that an error has occurred.

**12. Authorized and Unauthorized Use**

If you permit other persons to use One-Time My Account Payment or your password, you are responsible for any transactions they authorize from your Payment Accounts. If you believe that your password has been lost or stolen or that someone has used or may use One-Time My Account Payment to make an unauthorized transfer or payment from your Payment Account using your password without your permission, notify us immediately by calling Xcel Energy Customer Service (contact information available at [www.xcelenergy.com](http://www.xcelenergy.com)).

**13. In Case of Errors or Questions about a Payment**

Xcel Energy is responsible for One-Time My Account Payments as described in these One-Time My Account Payment Terms of Use and for resolving any errors made by Xcel Energy. If you have a question about one of these payments, if you think an entry on your Payment Account statement is wrong, or if you need more information about a payment initiated through One-Time My Account Payment, you must contact Xcel Energy Customer Service as soon as you can (contact information available at [www.xcelenergy.com](http://www.xcelenergy.com)). Xcel Energy will investigate the issue and communicate the results to you.

**14. Records**

Xcel Energy's records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions and, in the absence of manifest error, will be binding and conclusive.

**15. Data Recording**

The information and messages you enter for One-Time My Account Payment may be maintained as part of our records. Our use of your personal information maintained in My Account will be in accordance with our [privacy policy](#) available at [www.xcelenergy.com](http://www.xcelenergy.com).

**16. Access to and Termination of One-Time My Account Payment Service**

One-Time My Account Payment is a one-time service. You must agree to the One-Time My Account Payment Terms of Use each time you use One-Time My Account Payment.

Xcel Energy reserves the right to deactivate your access to My Account and terminate your access to One-Time My Account Payment at any time with or without cause, including any future access to My Account or One-Time My Account Payment.

**ONE-TIME MY ACCOUNT PAYMENT  
TERMS OF USE (Continued)**

Section No. 7  
Original Sheet No. 97

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Scheduled payments through One-Time My Account Payment prior to termination will be treated as follows:

- If a termination occurs after the Cutoff Time for the Payment Date, the payment process for that payment will be completed, subject to the provisions of these One-Time My Account Payment Terms of Use.

- If a termination occurs before the Cutoff Time for the Payment Date, the payment will not be made. If Xcel Energy decides to terminate your access to My Account and/or One-Time My Account Payment for security reasons or if in our reasonable judgment Xcel Energy terminates your access to My Account and/or One-Time My Account Payment to prevent the occurrence of fraud, no further One-Time My Account Payments will be made as of the date Xcel Energy terminates your access. Any other termination by Xcel Energy will be subject to the terms of Xcel Energy's notice to you regarding such termination.

Any termination shall not affect your liability or obligations under these One-Time My Account Payment Terms of Use that arose prior to such termination.

**17. Notices**

You agree that all notices or other communications which Xcel Energy may be required to give you arising from our obligations under these One-Time My Account Payment Terms of Use may be sent to you in any manner permitted by law, including, without limitation, in electronic form.

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		President, Northern States Power Company, a Minnesota corporation		
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**VOLUNTARY RENEWABLE\*CONNECT PILOT PROGRAM  
RIDER SERVICE AGREEMENT**

Section No. 7  
1st Revised Sheet No. 98



**RENEWABLE\*CONNECT SERVICE AGREEMENT**

THIS AGREEMENT ("Service Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, ("Effective Date") by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall, Minneapolis, Minnesota 55401, and \_\_\_\_\_ ("Customer"), who are each a Party and together are the Parties.

**RECITALS**

Customer receives service from Xcel Energy at the following location (the "Premises") which is the subject of its subscription under this Service Agreement:

[Address Line 1]  
[Address Line 2]  
[City], [State] [Zip]

If Customer has additional Premises which are the subject of its subscription, they may be identified in an Attachment to this Service Agreement.

Customer desires to subscribe to Xcel Energy's Voluntary Renewable\*Connect ("R\*C") Pilot program, which is described in more detail in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utility Commission ("Commission"). Unless otherwise defined in this Service Agreement, the definitions, terms, and conditions set forth in Xcel Energy's Voluntary Renewable\*Connect Pilot Program Rider, General Rules and Regulations and Rate Schedules are applicable to this Service Agreement as if fully set forth herein.

**AGREEMENT**

Xcel Energy and Customer agree as follows:

1. **SUBSCRIPTION LEVEL:** The Subscription Level is based on the Customer's selection below of the R\*C Service Type, R\*C Billing Method, or choice of number of 100 kWh Blocks.

Choose one of the following (R\*C Service Type):

- A. \_\_\_\_ 5-Year term
- B. \_\_\_\_ 10-Year term

Choose one of the following (R\*C Billing Method):

- A. \_\_\_\_ 100 kWh Blocks (If selecting this, provide here the number of blocks selected: \_\_\_\_)
- B. \_\_\_\_ Entire Monthly Usage

(Continued on Sheet No. 7-99)

Date Filed:	12-22-22	By: Christopher B. Clark	Effective Date:	06-01-23
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-21-222		Order Date:	05-18-23

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**VOLUNTARY RENEWABLE\*CONNECT PILOT PROGRAM  
RIDER SERVICE AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 99

2. **SUBSCRIPTION TERM:** The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement (but not before January 1, 2017). The Subscription Term shall continue until the earlier of the following (the "Termination Date"):
- A. The last day of a billing cycle following 30 days from the termination notice from customer;
  - B. The last day of the 5-Year or 10-Year term where a 5-Year or 10-Year term is selected by the Customer;
  - C. The date the Customer ceases to receive service at the Premises without beginning to take service at another location in Xcel Energy's Minnesota service area; or
  - D. The last day of the R\*C Pilot Program, which is December 31, 2026.
- After the Termination Date, Customer shall receive service as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission.
3. **SUPPLY RISK:** Customer hereby acknowledges, understands, and agrees that Customer has subscribed for an allocated share in kWh of a portion of the energy from the capacity of the R\*C Resources. Xcel Energy shall not be liable to the Customer in the event that the R\*C Resources are unavailable. Customer expressly acknowledges and agrees to assume any and all risks associated with Xcel Energy's purchase of renewable energy for Customer's benefit from the R\*C Resources, including the risk that the operator of R\*C Resources will be unable to perform under the terms of the power purchase agreement between it and Xcel Energy. To the extent that the operator(s) of the R\*C Resources is unable to perform under the terms of its power purchase agreement with Xcel Energy, Xcel Energy will be under no obligation to continue to provide R\*C Service to Customer at the rates specified in the tariff for the R\*C Service or under this Service Agreement.
4. **EARLY TERMINATION:** Customer may elect to terminate this agreement on the Termination Date. If Customer so elects and the Termination Date is less than the full 5-Year or 10-Year term designated in Paragraph 1, Customer shall pay to Xcel Energy an Early Termination Fee, as detailed in the tariff for the R\*C Service as identified in the Voluntary Renewable\*Connect Pilot Program Rider contained in Xcel Energy's Electric Rate Book as it now exists or may hereafter be changed, on file with the Commission. Further, if Customer elects to terminate this Service Agreement prior to the completion of the designated 5-Year or 10-Year term, Customer may not prospectively subscribe the same Premises in a different Renewable\*Connect or Renewable\*Connect Government tranche until the end of what would have been the full 5-Year or 10-Year term. Xcel Energy may cancel the R\*C Service and this Service Agreement on written order from the Commission based on good cause shown.
5. **CHANGE OF PREMISES:** If Customer ceases to receive service at the Premises and begins taking service at another location in Xcel Energy's Minnesota service area, then Xcel Energy will automatically transfer Customer's Renewable\*Connect subscription to the new service location.

(Continued on Sheet No. 7-100)

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		President, Northern States Power Company, a Minnesota corporation		
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**VOLUNTARY RENEWABLE\*CONNECT PILOT PROGRAM  
RIDER SERVICE AGREEMENT (Continued)**

Section No. 7  
1st Revised Sheet No. 100

6. FEES, RATES AND CHARGES: All fees, rates and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set forth on the retail electric bill of the Customer and be billed and collected similar to other retail electric charges. L  
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7. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy. T
8. TRADE SECRET DATA AND PERSONAL DATA: This Service Agreement and any information provided to Xcel Energy in support of this Service Agreement, including but not limited to information or data about the Customer including Customer account information, energy data, Subscription Term and Subscription Level, may be provided to the Commission and/or other Minnesota regulatory agencies. Information related to Subscription Level and Subscription Term may be trade secrets of Customer and will be marked Trade Secret pursuant to Minnesota Government Data Practices Act. T
9. DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS: Nothing in this Service Agreement or the tariff for the R\*C Service shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Service Agreement. T
10. INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Xcel Energy and all of its affiliated companies and each of their officers, directors, employees, and agents, from and against any and all third party liability, damages (direct, indirect and/or special), loss, cost, and expense of any kind (including but not limited to attorneys' fees and litigation costs) arising out of or in association with this Service Agreement or the R\*C Service, including, but not limited to, Xcel Energy's purchasing renewable energy on Customer's behalf at Customer's request and the purchase of renewable energy from the R\*C Program resources under the R\*C Service or this Service Agreement. T

Customer acknowledges, understands, accepts, and agrees that Xcel Energy will not be liable to Customer for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort or in contract, under the R\*C Service or this Service Agreement or any transaction thereto, or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.

Other than those expressly provided herein, Xcel Energy makes no other representation or warranty, written or oral, express or implied, in connection with the purchase of renewable energy under the R\*C Service and this Service Agreement. All warranties of merchantability or of fitness for a particular purpose or arising from a course of dealing or usage of trade are specifically excluded.

(Continued on Sheet No. 7-101)

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		President, Northern States Power Company, a Minnesota corporation		
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**VOLUNTARY RENEWABLE\*CONNECT PILOT PROGRAM  
RIDER SERVICE AGREEMENT (Continued)**

Section No. 7  
Original Sheet No. 101

11. DISPUTE RESOLUTION: Failure of either party to enforce any term or condition of this Service Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Service Agreement. In the event of any dispute under this Service Agreement or the R\*C Service, and it cannot be resolved between the Parties, then either Party may refer the dispute for resolution to the Commission, which shall maintain continuing jurisdiction over this Service Agreement and the R\*C Service.
12. COUNTERPARTS: This Agreement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Agreement.
13. REPRESENTATION ON AUTHORITY OF SIGNATURES: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Xcel Energy and Customer represent and warrant to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**NORTHERN STATES POWER COMPANY,  
a Minnesota corporation ("Xcel Energy")**

XCEL ENERGY REPRESENTATIVE

CUSTOMER

Print Full Name: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**VOLUNTARY RENEWABLE\*CONNECT GOVERNMENT  
PILOT PROGRAM  
RIDER SERVICE AGREEMENT**

Section No. 7  
Original Sheet No. 102



**VOLUNTARY RENEWABLE\*CONNECT™ GOVERNMENT PILOT PROGRAM SERVICE AGREEMENT**

THIS AGREEMENT ("Service Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, ("Effective Date") by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall, Minneapolis, Minnesota 55401, and \_\_\_\_\_ ("Customer"), who are each a Party and together are the Parties.

**RECITALS**

Customer currently receives service from Xcel Energy at the following location (the "Premises") which is the subject of its subscription under this Service Agreement:

[Address Line 1]  
[Address Line 2]  
[City], [State] [Zip]

If Customer has additional Premises which are the subject of its subscription, they may be identified in an Attachment to this Service Agreement.

Customer desires to subscribe to Xcel Energy's Voluntary Renewable\*Connect Government Pilot Program, which is described in more detail in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utility Commission (Commission). Unless otherwise defined in this Service Agreement, the definitions, terms and conditions set forth in Xcel Energy's Voluntary Renewable\*Connect Government Pilot Program Rider, General Rules and Regulations and Rate Schedules are applicable to this Service Agreement as if fully set forth herein.

**AGREEMENT**

Xcel Energy and Customer agree as follows:

1. **SUBSCRIPTION:** Customer subscribes to \_\_\_\_\_ Megawatts (MW) of R\*CG Resources ("Subscription Level"). This Subscription Level is based on the pro rata share of total R\*CG Resource energy production. The energy blend is equal to the expected output from approximately \_\_\_\_\_ MW of solar and approximately \_\_\_\_\_ MW of wind.
2. **SUBSCRIPTION TERM:** The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement (but not before January 1, 2017), and shall expire at 11:59 P.M. on December 31, 2035 (the "Termination Date"). After the Termination Date, Customer shall receive service as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission.

(Continued on Sheet No. 7-103)

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**VOLUNTARY RENEWABLE\*CONNECT GOVERNMENT  
PILOT PROGRAM  
RIDER SERVICE AGREEMENT (Continued)**

Section No. 7  
Original Sheet No. 103

3. **SUPPLIER RISK:** Customer hereby acknowledges, understands, and agrees that Customer has subscribed for a fixed amount of the capacity of the R\*CG Resources. The R\*CG Energy is the Customer's share in kWh of the capacity of the R\*CG Resources associated with Customer's Subscription Level. Xcel Energy shall not be liable to the Customer in the event that the R\*CG Energy is unavailable or if the R\*CG Resources fail to deliver enough R\*CG Energy to fulfill Customer's Applicable Retail Electric Usage. Customer expressly acknowledges and agrees to assume any and all risks associated with Xcel Energy's purchase of renewable energy for Customer's benefit from the R\*CG Resources, including the risk that the operator of R\*CG Resources will be unable to perform under the terms of the power purchase agreement between it and Xcel Energy. To the extent that the operator of the R\*CG Resources is unable to perform under the terms of its power purchase agreement with Xcel Energy, Xcel Energy will be under no obligation to continue to provide R\*CG Energy to Customer at the rates specified in the tariff for the R\*CG Service or under this Service Agreement. To the extent Xcel Energy is not required to pay the operator of the R\*CG Service because R\*CG Resources are unavailable, then on a pro-rata basis the R\*CG Energy level of the Customer shall be reduced while such resources are unavailable.
4. **DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS:** Nothing in this Service Agreement or the tariff for the R\*CG Service shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Service Agreement.
5. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Xcel Energy and all of its affiliated companies and each of their officers, directors, employees, and agents, from and against any and all third party liability, damages (direct, indirect and/or special), loss, cost, and expense of any kind (including but not limited to attorneys' fees and litigation costs) arising out of or in association with this Service Agreement.

Customer acknowledges, understands, accepts, and agrees that Xcel Energy will not be liable to Customer for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort or in contract, under the R\*CG Service or this Service Agreement or any transaction thereto, or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.

Other than those expressly provided herein, Xcel Energy makes no other representation or warranty, written or oral, express or implied, in connection with the purchase of renewable energy under the R\*CG Service and this Service Agreement. All warranties of merchantability or of fitness for a particular purpose or arising from a course of dealing or usage of trade are specifically excluded.

(Continued on Sheet No. 7-104)

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**VOLUNTARY RENEWABLE\*CONNECT GOVERNMENT  
PILOT PROGRAM  
RIDER SERVICE AGREEMENT (Continued)**

Section No. 7  
Original Sheet No. 104

6. **DISPUTE RESOLUTION:** Failure of either party to enforce any term or condition of this Service Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Service Agreement. In the event of any dispute under this Service Agreement or the R\*CG Service, and it cannot be resolved between the Parties, then either Party may refer the dispute for resolution to the Commission, which shall maintain continuing jurisdiction over this Service Agreement and the R\*CG Service.
7. **EARLY TERMINATION:** If Customer terminates this Service Agreement prior to the Termination Date, Customer shall pay to Xcel Energy an Early Termination Fee, as identified in the Voluntary Renewable\*Connect Government Pilot Program Rider contained in Xcel Energy's Electric Rate Book as it now exists or may hereafter be changed, on file with the Commission. Further, if Customer elects to terminate this Service Agreement prior to the Termination Date, Customer may not prospectively subscribe to a different Renewable\*Connect or Renewable\*Connect Government tranche until the end of what would have been the full term of the Subscription Term under this Service Agreement as outlined in Paragraph 2. Xcel Energy may cancel the R\*CG Service and this Service Agreement on written order from the Commission based on good cause shown.
8. **FEES, RATES and CHARGES:** All fees, rates and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, including the tariff for the R\*CG Service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set forth on the retail electric bill of the Customer and be billed and collected similar to other retail electric charges.
9. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. Customer will not assign this Service Agreement to a different Customer, but may designate different premises to which its Subscription Level applies by providing notice to Xcel Energy. Xcel Energy, in coordination with the Customer, will develop a Subscription Assignment form and process for use by Customer to designate different premises to which its Subscription level applies.
10. **SUCCESSORS:** This Service Agreement and the terms contained in this Service Agreement shall be binding and enforceable against the Parties and their successors for as long as this Service Agreement remains in effect.
11. **PROTECTED DATA:** This Service Agreement and any information provided to Xcel Energy relating to this Service Agreement, including but not limited to information or data about the Customer including Customer account information, energy data, and Subscription Level, may be provided to the Commission and/or other Minnesota regulatory agencies. The Customer can make public its own account information.

(Continued on Sheet No. 7-105)

Date Filed:	11-12-15	By: Christopher B. Clark	Effective Date:	02-27-17
		President, Northern States Power Company, a Minnesota corporation		
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**VOLUNTARY RENEWABLE\*CONNECT GOVERNMENT  
PILOT PROGRAM  
RIDER SERVICE AGREEMENT (Continued)**

Section No. 7  
Original Sheet No. 105

12. COUNTERPARTS: This Service Agreement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same agreement. A scanned in signature sent via email or other commercially reasonable manner shall be considered to be as effective as an original signature.
13. REPRESENTATION ON AUTHORITY OF SIGNATURES: Each person signing this Service Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Service Agreement. Xcel Energy and Customer represent and warrant to the other that the execution and delivery of this Service Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Service Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**NORTHERN STATES POWER COMPANY,  
a Minnesota corporation ("Xcel Energy")**

**CUSTOMER**

Print Full Name: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**VOLUNTARY RENEWABLE\*CONNECT PROGRAM  
RIDER SERVICE AGREEMENT (LONG TERM)**

Section No. 7  
Original Sheet No. 105.1



**RENEWABLE\*CONNECT SERVICE AGREEMENT**

THIS AGREEMENT ("Service Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, ("Effective Date") by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall, Minneapolis, Minnesota 55401, and \_\_\_\_\_ ("Customer"), who are each a Party and together are the Parties.

**RECITALS**

Customer receives service from Xcel Energy at the following location (the "Premises") which is the subject of its subscription under this Service Agreement:

[Address Line 1]  
[Address Line 2]  
[City], [State] [Zip]

If Customer has additional Premises which are the subject of its subscription, they may be identified in an Attachment to this Service Agreement. Customer may enter into one or more Renewable\*Connect Service Agreements governing the same or different Premises.

Customer desires to subscribe to Xcel Energy's Voluntary Renewable\*Connect ("R\*C") Program (Long Term), which is described in more detail in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utility Commission ("Commission"). Unless otherwise defined in this Service Agreement, the definitions, terms, and conditions set forth in Xcel Energy's Voluntary Renewable\*Connect Program Rider (Long Term), General Rules and Regulations and Rate Schedules are applicable to this Service Agreement as if fully set forth herein.

(Continued on Sheet No. 7-105.2)

Date Filed:	12-22-22	By: Christopher B. Clark	Effective Date:	06-01-23
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-21-222		Order Date:	05-18-23

**VOLUNTARY RENEWABLE\*CONNECT PROGRAM  
RIDER SERVICE AGREEMENT (LONG TERM) (Continued)**

Section No. 7  
Original Sheet No. 105.2

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AGREEMENT

Xcel Energy and Customer agree as follows:

1. **SUBSCRIPTION LEVEL:** The Subscription Level is based on the Customer's selection below of the R\*C Service Type, R\*C Billing Method; choice of number of 100 kWh Blocks or entire Monthly Usage and whether High Off-Peak Usage is chosen;

Choose one of the following (R\*C Service Type):

- A. \_\_\_\_ 5-Year term
- B. \_\_\_\_ 10-Year term

Choose one of the following (R\*C Billing Method):

- A. \_\_\_\_ 100 kWh Blocks (If selecting this, provide here the number of blocks selected: \_\_\_\_)
- B. \_\_\_\_ Entire Monthly Usage

Designate here with word "YES" if High Off-Peak Usage is chosen: \_\_\_\_\_.

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(Continued on Sheet No. 7-105.3)

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Date Filed:	12-22-22	By: Christopher B. Clark	Effective Date:	06-01-23
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-21-222		Order Date:	05-18-23

**VOLUNTARY RENEWABLE\*CONNECT PROGRAM  
RIDER SERVICE AGREEMENT (LONG TERM)  
(CONTINUED)**

Section No. 7  
Original Sheet No. 105.3

2. **SUBSCRIPTION TERM:** The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement. However, where this Service Agreement is counter-signed by Xcel Energy prior to the time that the new resources to support this R\*C Service are available, the start date of such term begins upon the date set forth in a Company notice to Customer that the new resources to support this R\*C Service will be applicable. The Subscription Term shall continue until the earlier of the following (the "Termination Date"):
- A. The last day of a billing cycle following 30 days from the termination notice from customer;
  - B. The last day of the 5 or 10 Year term where such a term is selected by the Customer, and where not extended by the Evergreen Provision described below;
  - C. The date the Customer ceases to receive service at the Premises without beginning to take service at another location in Xcel Energy's Minnesota service area; or
  - D. The last day that this R\*C Service is offered.
- After the Termination Date, Customer shall receive service as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. The Evergreen Provision is applicable to a Service Agreement with a 5 and 10 year term, and is as follows: At least 60 days before the end of a 5 or 10 year term of a Service Agreement, the Company may provide notice to the Customer that the end of this term is approaching and that if the Customer does not provide a notice of cancellation to the Company at least 10 days prior to the end of the term, the Service Agreement shall continue but be at a 5 year term commencing at the end of the immediately prior term. The Company may choose to not provide notice to the Customer that the end of the term is approaching, such as when the resources to support this R\*C Service are not expected to be sufficient or available to reasonably accommodate the Customer's subscription for a 5 year term, and in such a situation the Evergreen Provision will no longer apply to this Customer's Service Agreement. This Evergreen Provision shall continue to be in effect for successive terms of this Service Agreement.
3. **SUPPLY RISK:** Customer hereby acknowledges, understands, and agrees that Customer has subscribed for an allocated share in kWh of a portion of the energy from the capacity of the R\*C Resources. Xcel Energy shall not be liable to the Customer in the event that the R\*C Resources are unavailable. Customer expressly acknowledges and agrees to assume any and all risks associated with Xcel Energy's purchase of renewable energy for Customer's benefit from the R\*C Resources, including the risk that the operator of R\*C Resources will be unable to perform under the terms of the power purchase agreement between it and Xcel Energy. To the extent that the operator(s) of the R\*C Resources is unable to perform under the terms of its power purchase agreement with Xcel Energy, Xcel Energy will be under no obligation to continue to provide R\*C Service to Customer at the rates specified in the tariff for the R\*C Service or under this Service Agreement. In the event that for any time period the energy and/or capacity from the R\*C Resources in the aggregate are insufficient to meet the meet the aggregate of the Subscription Level among all customers in this program, then the Company shall use its judgment to determine how to allocate the energy and/or capacity among all customers in this program.

(Continued on Sheet No. 7-105.4)

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**VOLUNTARY RENEWABLE\*CONNECT PROGRAM  
RIDER SERVICE AGREEMENT (LONG TERM)  
(CONTINUED)**

Section No. 7  
Original Sheet No. 105.4

4. **EARLY TERMINATION:** Customer may elect to terminate this agreement on the Termination Date. If Customer so elects, and the Termination Date pursuant to the above provisions is less than the full term designated in Paragraph 1 or 5-Year term under the Evergreen Provision in Paragraph 2, Customer shall pay to Xcel Energy an Early Termination Fee, as detailed in the tariff for the R\*C Service as identified in the Voluntary Renewable\*Connect Program Rider for this R\*C Service, contained in Xcel Energy's Electric Rate Book as it now exists or may hereafter be changed, on file with the Commission. Further, if Customer elects to terminate this Service Agreement prior to the completion of the applicable term, Customer may not prospectively subscribe the same Premises in a different Renewable\*Connect or Renewable\*Connect Government tranche until the end of what would have been the full term. Xcel Energy may cancel the R\*C Service and this Service Agreement on written order from the Commission based on good cause shown.
5. **CHANGE OF PREMISES:** If Customer ceases to receive service at the Premises and begins taking service at another location in Xcel Energy's Minnesota service area, then Xcel Energy will automatically transfer Customer's Renewable\*Connect subscription to the new service location.
6. **ASSIGNMENT:** The only condition under which this Service Agreement may be assigned is if it is assigned to a corporate affiliate of Customer subject to the following conditions: 1.) If the Service Agreement is for a number of 100 kWh Blocks, then the Premises associated such assignment must have sufficient energy usage to be reasonably expected to accommodate this; 2.) If the Service Agreement is the Entire Monthly Usage, then the Premises associated with the Assignment, based on the last 12 months of data, must be within 85% to 115% of the energy usage of the Premises set forth in the Service Agreement prior to the assignment in order to keep the Entire Monthly Usage election; 3.) If the Service Agreement is the Entire Monthly Usage, but the Premises associated with the Assignment, based on the last 12 months of data, is greater than 115% of the energy usage of the Premises set forth in the Service Agreement prior to the assignment, then a roughly equivalent number of 100 kWh blocks may be substituted as part of the Assignment so that the actual subscription amount is roughly the same. 4.) The Company may develop an Assignment form for the Parties to execute in the event that the Company allows an Assignment. No assignment shall be valid unless the Company signs this assignment form.
7. **FEES, RATES AND CHARGES:** All fees, rates and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set forth on a retail electric bill of the Customer and be billed and collected similar to other retail electric charges.
8. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy.
9. **TRADE SECRET DATA AND PERSONAL DATA:** This Service Agreement and any information provided to Xcel Energy in support of this Service Agreement, including but not limited to information or data about the Customer including Customer account information, energy data, Subscription Term and Subscription Level, may be provided to the Commission and/or other Minnesota regulatory agencies. Information related to Subscription Level and Subscription Term may be trade secrets of Customer and will be marked Trade Secret pursuant to Minnesota Government Data Practices Act.

(Continued on Sheet No. 7-105.5)

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**VOLUNTARY RENEWABLE\*CONNECT PROGRAM  
RIDER SERVICE AGREEMENT (LONG TERM)  
(CONTINUED)**

Section No. 7  
Original Sheet No. 105.5

10. **DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS:** Nothing in this Service Agreement or the tariff for the R\*C Service shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Service Agreement.
11. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Xcel Energy and all of its affiliated companies and each of their officers, directors, employees, and agents, from and against any and all third party liability, damages (direct, indirect and/or special), loss, cost, and expense of any kind (including but not limited to attorneys' fees and litigation costs) arising out of or in association with this Service Agreement or the R\*C Service, including, but not limited to, Xcel Energy's purchasing renewable energy on Customer's behalf at Customer's request and the purchase of renewable energy from the R\*C Program resources under the R\*C Service or this Service Agreement.
- Customer acknowledges, understands, accepts, and agrees that Xcel Energy will not be liable to Customer for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort or in contract, under the R\*C Service or this Service Agreement or any transaction thereto, or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.
- Other than those expressly provided herein, Xcel Energy makes no other representation or warranty, written or oral, express or implied, in connection with the purchase of renewable energy under the R\*C Service and this Service Agreement. All warranties of merchantability or of fitness for a particular purpose or arising from a course of dealing or usage of trade are specifically excluded.
12. **DISPUTE RESOLUTION:** Failure of either party to enforce any term or condition of this Service Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Service Agreement. In the event of any dispute under this Service Agreement or the R\*C Service that cannot be resolved between the Parties, then either Party may refer the dispute for resolution to the Commission, which shall maintain continuing jurisdiction over this Service Agreement and the R\*C Service.
13. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Agreement.

(Continued on Sheet No. 7-105.6)

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Docket No.	E002/M-21-222		Order Date:	05-18-23

**VOLUNTARY RENEWABLE\*CONNECT PROGRAM  
RIDER SERVICE AGREEMENT (LONG TERM)  
(CONTINUED)**

Section No. 7  
Original Sheet No. 105.6

14. REPRESENTATION ON AUTHORITY OF SIGNATURES: Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Xcel Energy and Customer represent and warrant to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**NORTHERN STATES POWER COMPANY,  
a Minnesota corporation ("Xcel Energy")**

XCEL ENERGY REPRESENTATIVE

CUSTOMER

Print Full Name: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**CUSTOMER MOBILE APPLICATION TERMS OF USE**

Section No. 7  
1st Revised Sheet No. 106

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**CANCELED**

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(Continued on Sheet No. 7-107)

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-20-842		Order Date:	05-07-21

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**CUSTOMER MOBILE APPLICATION TERMS OF USE  
(Continued)**

Section No. 7  
1st Revised Sheet No. 107

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**CANCELED**

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(Continued on Sheet No. 7-108)

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		President, Northern States Power Company, a Minnesota corporation		
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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**CUSTOMER MOBILE APPLICATION TERMS OF USE  
(Continued)**

Section No. 7  
1st Revised Sheet No. 108

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**CANCELED**

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(Continued on Sheet No. 7-109)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-20-842		Order Date:	05-07-21

Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**CUSTOMER MOBILE APPLICATION TERMS OF USE  
(Continued)**

Section No. 7  
1st Revised Sheet No. 109

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**CANCELED**

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(Continued on Sheet No. 7-110)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**CUSTOMER MOBILE APPLICATION TERMS OF USE  
(Continued)**

Section No. 7  
1st Revised Sheet No. 110

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**CANCELED**

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(Continued on Sheet No. 7-111)

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		President, Northern States Power Company, a Minnesota corporation		
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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**CUSTOMER MOBILE APPLICATION TERMS OF USE  
(Continued)**

Section No. 7  
1st Revised Sheet No. 111

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**CANCELED**

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(Continued on Sheet No. 7-112)

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Northern States Power Company, a Minnesota corporation  
Minneapolis, Minnesota 55401

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**CUSTOMER MOBILE APPLICATION TERMS OF USE  
(Continued)**

Section No. 7  
1st Revised Sheet No. 112

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**CANCELED**

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**EV ACCELERATE AT HOME CUSTOMER SERVICE AGREEMENT**

Section No. 7  
2nd Revised Sheet No. 113

**XCEL ENERGY'S EV Accelerate At Home CUSTOMER SERVICE AGREEMENT ("Service Agreement")**

Northern States Power Company, doing business as Xcel Energy ("Xcel Energy") is excited to offer the Electric Vehicle ("EV") Accelerate At Home program at residential rates (the "EV Accelerate at Home Program") to Xcel Energy's electric customers ("Customers", "you" or "your"). Under the EV Accelerate At Home Program, Xcel Energy will offer eligible Customers installation of home Charging Equipment and enrollment in an Xcel Energy Time-of-Use Electric Vehicle rate. Customer's participation in the EV Accelerate At Home Program is subject to the terms and conditions of this Service Agreement, which incorporate by this reference. The General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service ("Service Tariffs"), as the Service Tariffs now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission (the "Commission"). In the event of a conflict between the terms of this Service Agreement and any applicable Service Tariff, the Service Tariff shall govern. Specifically, the definitions, rates and, other terms, and conditions set forth in the Residential EV Accelerate At Home Pay As You Go Service Tariff, the Residential EV Accelerate At Home Voluntary Service Tariff and/or the Residential EV Accelerate At Home Subscription Service Tariff, are applicable to, and incorporated into, this Service Agreement. The applicable Service Tariffs, as currently on file with the Commission, are summarized in the following chart,

**EV Accelerate At Home Program Offerings**

Rate Options	Customer upfront out-of-pocket expenses	Customer monthly charge for EV Home Service	Services included in monthly charge for EV Service	Monthly usage billed
Bundled Residential EV Accelerate At Home Pay As You Go Service Rate Code: A80	•Premises wiring	\$16.63	<ul style="list-style-type: none"> <li>•Charging Equipment and installation</li> <li>•Customer services</li> <li>•Customer accounting</li> <li>•Load monitoring and data management</li> <li>•Maintenance service</li> <li>•Charging Equipment removal and relocation</li> </ul>	EV charging is billed according to Rate Code A80
BYOC Residential EV Accelerate At Home Pay As You Go Service Rate Code: A79	<ul style="list-style-type: none"> <li>• Charging Equipment and installation</li> <li>• Premises wiring</li> </ul>	\$6.73	<ul style="list-style-type: none"> <li>•Charging equipment installation (initial electrician visit)</li> <li>•Customer services</li> <li>•Customer accounting</li> <li>•Load monitoring and data management</li> <li>•Charging Equipment removal and relocation</li> </ul>	EV charging is billed according to Rate Code A79
Bundled Voluntary Electric Vehicle Charger Service Rate Code: A76	• Premises wiring	\$11.99	<ul style="list-style-type: none"> <li>•Charging Equipment and installation</li> <li>•Maintenance service</li> <li>•Charging Equipment removal and relocation</li> </ul>	EV Charging is billed according to Rate Code A02 or A04

(Continued on Sheet No. 7-113.1)

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**EV ACCELERATE AT HOME CUSTOMER SERVICE  
AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 114

**XCEL ENERGY'S EV Accelerate At Home Customer Service Agreement (Continued)**

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In order to enroll in the EV Accelerate At Home Program, please review the terms of the Service Agreement and indicate your understanding and agreement by selecting the appropriate check box on the EV Accelerate At Home Program enrollment page found on Xcel Energy's website. Once enrolled, Xcel Energy will notify you (a) that your eligible Charging Equipment has been installed, and (b) Xcel Energy and the Equipment vendor have confirmed that the Charger is operational and activated, by e-mail (the date of the e-mail will be the "Activation Date").

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**Definitions**

"Electric Vehicle," means any device or contrivance that transports persons or property and that is able to be powered by an electric motor drawing current from rechargeable storage batteries, fuel cells, or other portable sources of electricity. Electric Vehicle includes, but is not limited to, an electric vehicle as defined in Minnesota Statutes Section 169.011, subdivision 26a; an electric-assisted bicycle as defined in Section 169.011, subdivision 27; an off-road vehicle, as defined in Section 84.797, subdivision 7; a motorboat, as defined in Section 86B.005, subdivision 9; or an aircraft, as defined in Section 360.013, subdivision 37.

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"Charging Equipment," or "Charger", or "Equipment" means the installed device used to deliver electricity from the Premises Wiring to the Electric Vehicle, meeting Standard J1772 of the Society of Automotive Engineers International and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory. The Charging Equipment includes the ungrounded, grounded, and Equipment grounding conductors, the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device, but does not include Premises Wiring.

"Premises Wiring" means a dedicated 208/240V AC circuit that supplies electricity directly to the installed Charging Equipment. This includes the protective breaker at the supply panel, wiring, final junction box, receptacle and all attachments and connections. The Customer retains ownership and is wholly responsible for the Premises Wiring, including that it meets all workmanship standards and applicable requirements in the National Electric Code, Minnesota law and Administrative Rules, and local municipal codes.

"Site" means the enclosed garage or other area approved by Xcel Energy within or on a single-family home (defined as a detached single home, townhome/rowhouse, or duplex) or owned by the Customer where the Charger will be installed and operated.

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(Continued on Sheet No. 7-115)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-19-559		Order Date:	10-31-23

[illegible]

**EV ACCELERATE AT HOME CUSTOMER SERVICE  
AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 116

**2. Charging Equipment Installation, Maintenance, and Title**

- 2.1 Except as provided in Section 2.4 below regarding a Customer Provided Charger, once enrolled into the EV Accelerate At Home Program, Xcel Energy, through its network of authorized third party independent contractors and at its expense, shall provide (except for a Customer Provided Charger), install, maintain, repair or replace the Charging Equipment (collectively the "Work") on the Site. The Work does not include any Premises Wiring. The Charging Equipment will be hardwired to the Premises Wiring at the Site. Xcel Energy shall provide electric utility services to the Customer, and the Customer shall pay for such electric service consistent with the applicable electric utility tariff in force and effect. Xcel Energy, in Xcel Energy's sole discretion, shall have the right to repair, modify, or replace the Charger at any time during the Term of this Agreement. Xcel Energy will use commercially reasonable efforts to maintain the Charging Equipment in working order, and will attempt to provide you reasonable advance notice of any required maintenance of the Charging Equipment. Xcel Energy will coordinate with you to schedule maintenance Work. You understand that if Xcel Energy is unable to arrange for maintenance Work to be completed at a mutually agreeable time, the Charging Equipment may not function and you may not be able to charge your EV at your Site. N  
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- 2.2 Except as provided in Section 2.4 below, at all times during the Term of this Service Agreement, ownership of and title to the Charging Equipment shall remain with Xcel Energy and you are therefore not permitted to make any alterations, changes, or modifications to the Charging Equipment without first securing prior written permission from Xcel Energy. Customer shall not sell or allow the Charger to become subject to any lien, security interest or other claim asserted by any creditor of Customer. Any sale of the Site by the Customer shall not include the Charging Equipment. D  
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- 2.3 Customer, at Customer's sole cost and expense, shall maintain the connection between the Charging Equipment and an Internet Service Provider via Wi-Fi connection, for the operation of the Charger under this Service Agreement. Late, incomplete, or inaccurate Charging Equipment usage information will be disregarded where the lack of Wi-Fi service is the cause of the data transmission failure. As a result, for Customers subscribing to the EV Accelerate At Home, any actual EV charging during these intervals will be billed at the Customer's current rate and will not be adjusted in any future bills if any EV usage data is subsequently received. N  
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- 2.4 If Customer owns an Electric Vehicle Charger that is approved and offered by Xcel Energy for the EV Accelerate At Home Program ("Customer Provided Charger"), Customer must allow an Xcel Energy-contracted electrician to perform a Site visit to confirm Equipment eligibility, install and hardwire the Equipment as needed, and confirm that the Equipment is correctly set up for the EV Accelerate At Home Program. Xcel Energy shall provide electric utility services to the Customer, and the Customer shall pay for such electric service consistent with the applicable electric utility tariff in force and effect. Notwithstanding Section 2.2, Xcel Energy shall have no ownership interest in the Customer Provided Charger and title to the Customer Provided Charger will remain with Customer.. N  
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(Continued on Sheet No. 7-117)

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**EV ACCELERATE AT HOME CUSTOMER SERVICE  
AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 117

**3. Customer's CHARGING EQUIPMENT Obligations and Duties**

Throughout the Term of this Service Agreement:

- 3.1 Customer shall grant to Xcel Energy, or its authorized third party contractor, such access to the Site and sufficient space for locating the Charging Equipment at the Site as may be deemed necessary or desirable by Xcel Energy, or its authorized third party contractor, to perform the Work. Installations must conform to Xcel Energy's specifications. N  
N  
ND
- 3.2 Customer shall be responsible for the expense and installation of any Premises Wiring necessary to provide electricity to the Charging Equipment. Customer may, in Customer's sole discretion, opt to use Xcel Energy's third-party independent contractor to install the necessary Premises Wiring in addition to the Charging Equipment, provided that Customer will be responsible for the expense to have the third-party independent contractor install the Premises Wiring.
- 3.3 Until the Charging Equipment (in Xcel Energy's sole discretion) is deemed non-functional or this Service Agreement is terminated, Customer hereby consents to and shall permit both Xcel Energy and any underlying equipment manufacturer, vendor or subcontractor to the underlying manufacturer or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and subcontractors all data from the Charger with respect to Electric Vehicle charging activity, Electric Vehicle usage and technical performance (the "Data") of the Electric Vehicle and Charger. Xcel Energy shall comply with all federal, state, and local laws, as applicable, in the access, collection, and sharing of the Data. In the event the Charger fails to operate or otherwise require repair, the Customer shall promptly notify Xcel Energy. ND  
N  
N
- 3.4 Customer, Xcel Energy and Xcel Energy's authorized equipment manufacturers, vendors, and subcontractors shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the Work and operation of the Charger, including environmental requirements associated therewith. Customer will use the Charging Equipment only as specified by the Charging Equipment manufacturer and will be responsible for any damage caused to the Charging Equipment due to Customer's misuse, neglect or abuse. ND  
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- 3.5 Customer shall maintain the area surrounding the Charging Equipment and will promptly notify Xcel Energy of any problems related to the Equipment that the Customer becomes aware of. Such maintenance includes, but is not limited to, pavement maintenance, pruning of vegetation, and snow removal. For avoidance of doubt, and except for Customer Provided Chargers, Customer is not responsible for the ongoing maintenance of the Equipment, itself. N
- 3.6 Customer agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- 3.7 Customer agrees to provide access and assistance to facilitate random Charging Equipment testing. Such cooperation may include, but not be limited to, periodic inspection of the Charger and the addition of monitoring hardware or software at Xcel Energy's expense. D
- 3.8 Customer agrees to participate in surveys and provide feedback about the EV Accelerate At Home Program as well as cooperate with Xcel Energy in fulfilling Xcel Energy's reporting requirements to any federal, state or local regulatory or governing entities. N

(Continued on Sheet No. 7-118)

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**EV ACCELERATE AT HOME CUSTOMER SERVICE  
AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 118

**3. Customer's Charging Equipment Obligations and Duties (Continued)**

Throughout the Term of this Agreement:

- 3.9 Customer consents to receive communications from Xcel Energy relating to the EV Accelerate At Home Program in electronic form sent to Customer's email address on file with Xcel Energy. N  
N
- 3.10 If the Customer who has opted into the Bundled EV Accelerate At Home Program Service Options or Xcel Energy fails to meet any of its obligations under this Service Agreement, Xcel Energy may remove the Charging Equipment. If the Customer who has opted into the EV Accelerate At Home Program Prepay/ Installation-Only or BYOC Service Options or Xcel Energy fails to meet any of its obligations under this Service Agreement, Xcel Energy may move the Customer back to Customer's previous rate. ND  
ND
- 3.11 Customer is solely responsible for any and all use of the Charging Equipment during the Term and is obligated to pay for the electricity consumed by the Charging Equipment consistent with and at the rate of the applicable electric utility tariff in force and effect. N  
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N

**4. Program Term, Withdrawal, and Termination**

- 4.1 This Service Agreement shall be effective as of the Enrollment Date shall continue until terminated in accordance with this Section 4(the "Term"). DN  
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D
- 4.2 All fees, rates, and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set forth on the retail electric bill of the Customer and be billed and collected similar to other retail electric charges.
- 4.3 The Work and electric service hereunder shall be supplied for the Customer's use as provided in the General Rules and Regulations in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A Copy of such Rules and Regulations and applicable Rate schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy. N
- 4.4 Activations of Charging Equipment must be completed by Xcel Energy at least 5 business days prior to the start date of Customer's next billing cycle to become effective on that date. If the Activation Date is less than 5 days prior, Customer will become effective in the EV Accelerate At Home Program on the date of the Customer's subsequent billing cycle. N  
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- 4.5 Subject to Sections 4.6, 4.7 and 4.8, Customer may terminate this Service Agreement for any reason at any time by providing Xcel Energy written notice of such termination. The termination will be effective as and when set forth in this Section 4. N  
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- 4.6 If the Customer terminates the Service Agreement and has been paying the bundled service customer charge, Customer will have the following options: ND
- 4.6.1 In the event Customer terminates this Service Agreement and the effective date of the termination occurs ten (10) years or more from Customer's Activation Date, Customer may:
  - Have the Charging Equipment removed at no cost and move back to Customer's previous electric rate; ND
  - Sign a new Service Agreement and have the Charging Equipment replaced or upgraded; or, ND
  - Purchase the Charging Equipment for an amount equal to the installed cost of the Charging Equipment reduced by ten percent (10%) of the installed costs of the Charging Equipment for each full calendar year between the Charging Equipment's Activation Date and the date of termination of the Agreement ("Buyout Amount"). Xcel Energy will provide Customer the Buyout Amount. If Customer exercises this option, Customer will receive the Charging Equipment from Xcel Energy on an "As-Is" basis, with no warranty of any kind, express or implied, and Customer will be responsible for any necessary maintenance, repair, or replacement of the Equipment. ND  
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(Continued on Sheet No. 7-119)

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**EV ACCELERATE AT HOME CUSTOMER SERVICE  
AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 119

- 4.6.2 (Continued)
  - In the event Customer terminates this Service Agreement or Xcel Energy terminates this Service Agreement, and the effective date of the termination occurs less than ten (10) years from Customer's Activation Date, Customer may:
    - Have the Charging Equipment removed at no cost and move back to Customer's previous electric rate; or,
    - Purchase the Charging Equipment for an amount equal to the installed cost of the Charging Equipment reduced by ten percent (10%) of the installed costs of the Charging Equipment for each full calendar year between the Charging Equipment's Activation Date and the date of termination of the Agreement ("Buyout Amount"). Xcel Energy will provide Customer the Buyout Amount. If Customer exercises this option, Customer will receive the Charging Equipment from Xcel Energy on an "As-Is" basis, with no warranty of any kind, express or implied, and Customer will be responsible for any necessary maintenance, repair, or replacement of the Equipment.
- 4.7 In the event Customer terminates this Service Agreement, and Customer paid for the Equipment under the BYOC service customer charge, Customer may elect to (i) move back to Customer's previous rate, or (ii) move to any EV charging tariff offered by the Company that is compatible with the Charging Equipment already in place.
- 4.8 If Customer is paying the Bundled service customer charge and requests termination of the Service Agreement and removal of the Equipment, then following notification from the Customer to Xcel Energy advising Xcel Energy of the Customer's intent to withdraw and have the Charging Equipment removed, Xcel Energy or a Xcel Energy third party independent contractor shall remove and take possession of the CHARGING EQUIPMENT within sixty (60) days of Customer's notification, and this Service Agreement shall be terminated upon such removal. If Customer is paying the Bundled service customer charge and requests to purchase the Charging Equipment, this Service Agreement shall be terminated upon Xcel Energy's receipt of of the Buyout Amount for the Charging Equipment. If Customer is paying the BYOC service customer charge and requests termination of the Agreement, then this Service Agreement will terminate sixty (60) days after Xcel Energy's receipt of Customer's notification. Xcel Energy or its authorized third party independent contractor's removal and possession of the Charging Equipment shall not include any removal or possession of Premises Wiring. All such ancillary hardware will be disconnected by Xcel Energy or its authorized third party independent contractor and left in place at the Site.
- 4.9 If, due to a physical relocation of the Charging Equipment to a new Site within Xcel Energy's service territory in Minnesota (provided Customer and the new Site meet the requirements of this Service Agreement), the Customer requests to relocate the Charging Equipment (but not to terminate the Service Agreement), then following at least a sixty (60) days' notification from the Customer to Xcel Energy advising Xcel Energy of the Customer's relocation request, the Customer shall thereafter exclusively utilize Xcel Energy's third party independent contractor to install a Charger at the new eligible Site. Any removal and/or relocation of the Charger at the original Site shall be determined solely by Xcel Energy, utilizing Xcel Energy's third party independent contractor. In both cases, this Agreement shall remain in effect for the remainder of the Term. The Customer acknowledges that failure to utilize Xcel Energy's third party independent contractor for Charging Equipment installations or relocations under this Section 4.9 may result in voiding any Equipment warranty and/or maintenance support.

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(Continued on Sheet No. 7-120)

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**EV ACCELERATE AT HOME CUSTOMER SERVICE  
AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 120

- 4.8 Xcel Energy, in its sole discretion, may terminate the Service Agreement at any time, in which case Xcel Energy will provide Customer sixty (60) days' prior written notice of its intent to terminate the Agreement and remove the Charging Equipment, if Customer is paying the Bundled service customer charge. Upon such notice Customer will promptly make the Site and Charging Equipment available to Xcel Energy or its authorized 3<sup>rd</sup> party contractor for the purpose of removing the Charging Equipment. If Customer is paying the BYOC Service customer charge, Xcel Energy will provide Customer sixty (60) days' prior written notice of its intent to terminate the Agreement. Xcel Energy may also terminate this Service Agreement immediately, if: (i) Customer fails to meet any of the EV Accelerate At Home Program eligibility requirements or adhere to any of Customer's obligations set forth in this Service Agreement; or (ii) Xcel Energy is required to terminate the EV Accelerate At Home Program by the Commission.

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**5. Equipment and Data**

- Except for Customer Provided Charging Equipment, Xcel Energy shall own and maintain title to the Charging Equipment, and Customer shall not make any alterations, changes or modifications to the Charger without first securing prior written permission from Xcel Energy and/or any applicable underlying manufacturer. All rights, title and interest in the Data and related information generated by, collected from, or recorded through the Equipment shall also immediately vest in and shall be owned by Xcel Energy.

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Xcel Energy shall therefore have the right to use, copy, and distribute such Data as may be necessary and helpful to administer, provide and evaluate the EV Accelerate At Home Program, evaluate Electric Vehicles and Electric Vehicle support equipment, to support regulatory filings, to respond to discovery and audit requests from the Commission, to develop regulated programs and offerings and for any other Xcel Energy business purpose consistent with Minnesota law, including Commission rules. To the extent applicable, Xcel Energy shall indemnify and hold harmless the Customer from any and all claims whatsoever for the use and distribution of said Data.

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**6. Insurance Coverage**

- Throughout the Term, Customer shall have in full force and effect a standard fire and homeowner's insurance policy with amounts sufficient to cover the full replacement cost of the Site. The Parties hereby waive any and all claims and rights of action (by way of subrogation or otherwise) against the other (and against any insurance company insuring the other Party) which may hereafter arise on account of bodily injury or damage to the Charging Equipment or to the Site, resulting from any fire, or other perils or claims of the kind covered by standard fire and homeowner's insurance policies with extended coverage (Causes of Loss Special Form) regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, or either of them. Customer agrees that Xcel Energy self-insures against any loss or damage which could be covered by a commercial general public liability insurance policy and or a property policy. **Customer shall give written notice of this mutual waiver to each insurance company which issues insurance policies to Customer with respect to the items covered by this waiver, and shall have Customer's insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such waiver.**

N

**7. Indemnification**

- To the extent permitted by applicable law (but except to the extent waived in Section 8 or 9 below), each Party shall indemnify and hold the other Party harmless against any third party claim of liability or loss from bodily injury (including mental or emotional or death of any person) or property damage (real, personal, tangible or intangible including without limitation real or personal property of any third party, the Charging Equipment and any associated Equipment hardware) resulting from or arising out of the use of the Site by the Party, its servants or agents, except however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, its servants, or agents.

ND

(Continued on Sheet No. 7-121)

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**EV ACCELERATE AT HOME CUSTOMER SERVICE  
AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 121

**8. Warranty**

- 8.1 Xcel Energy warrants that Work performed by Xcel Energy's network of authorized Third party independent contractors will be performed in a safe and professional manner and in accordance with all applicable laws during the Term of the Agreement.

In the event that any Work is found to be defective in either materials or workmanship, and customer notifies Xcel Energy of such defect, Xcel Energy shall repair or replace such defective Equipment (provided such Equipment is not Customer Provided Equipment) or work. THE REPAIR OR REPLACEMENT OF SUCH DEFECTIVE WORK IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND XCEL ENERGY'S ENTIRE LIABILITY UNDER THIS SERVICE AGREEMENT FOR ANY FAILURE OF XCEL ENERGY TO COMPLY WITH XCEL ENERGY'S WARRANTY OBLIGATIONS. OTHER THAN ITS OBLIGATION TO MAKE REASONABLE EFFORTS TO MAINTAIN THE CHARGING EQUIPMENT WHILE CUSOTMER PARTICIPATES IN THE EV ACCELERATE AT HOME PROGRAM. XCEL ENERGY IS NOT RESPONSIBLE FOR AND MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE CHARGING EQUIPMENT OR THAT THE CHARGING EQUIPMENT WILL OPERATE ERROR FREE, AND XCEL ENERGY HEREBY DISCLAIMS ANY RESPONSIBILITY OR WARRANTY FOR THE CHARGING EQUIPMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, XCEL ENERGY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY LAW, AND UNLESS OTHERWISE SPECIFIED IN WRITING, XCEL ENERGY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO THE WORK OR CHARGING EQUIPMENT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. IN THE EVENT TITLE TO CHARGING EQUIPMENT IS TRANSFERRED TO CUSTOMER IN ACCORDANCE WITH THE TERMS OF THIS SERVICE AGREEMENT, THE CHARGING EQUIPMENT IS PROVIDED "AS IS" AND WITH NO WARRANTY OF ANY KIND.

**9. Limits of Liability**

- A. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, UNDER NO CIRCUMSTANCES OR LEGAL THEORY, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, INFRINGEMENT OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, CONSEQUENTIAL, SECONDARY, INCIDENTAL, SPECIAL, RELIANCE, EXEMPLARY OR PUNITIVE DAMAGES, WHICH INCLUDES BUT IS NOT LIMITED TO: I) ANY PROPERTY DAMAGE (REAL, PERSONAL, TANGIBLE OR INTANGIBLE) OR PERSONAL INJURY (INCLUDING MENTAL OR EMOTIONAL DISTRESS) ARISING FROM OR ALLEGED TO HAVE ARISEN UNDER THIS AGREEMENT; II) ANY CLAIMS OR CAUSES OF ACTION THAT ARISE OR ARE ALLEGED TO HAVE ARISEN AS A RESULT OF ANY REQUIRED SPACE VENTILATION NOT MADE KNOWN IN WRITING TO XCEL ENERGY OR XCEL ENERGY'S AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR IN WRITING PRIOR TO ANY WORK; III) ANY DAMAGES ARISING OR ALLEGED TO HAVE ARISEN FROM ANY ELECTRICAL MALFUNCTION OR THE REPAIR OR REPLACEMENT OF SUCH MALFUNCTIONING ITEMS; OR IV) ANY ENVIRONMENTAL CLAIMS, DAMAGE OR CAUSES OF ACTION.
- B. UNDER NO CIRCUMSTANCES WILL XCEL ENERGY OR ANY XCEL ENERGY AUTHORIZED THIRD PARTY INDEPENDENT CONTRACTOR BE HELD LIABLE TO CUSTOMER OR ANY OTHER PERSON OR ENTITY FOR MATTERS INVOLVING THE PURCHASE, LEASE, USE, NON-USE, OR DEVALUATION OF ANY ELECTRIC VEHICLE, PLUG-IN HYBRID VEHICLE OR ANY VEHICLE OF ANY NATURE, ANY CHARGING EQUIPMENT OR ASSOCIATED EQUIPMENT INFRASTRUCTURE WHEN APPLICABLE CODES OR STANDARDS PROHIBIT THE INSTALLATION OR USE OF SUCH VEHICLE OR EQUIPMENT. XCEL ENERGY WILL NOT PAY FOR ANY COSTS INCURRED OR DAMAGES SUSTAINED BY CUSTOMER FOR PURCHASING ANY VEHICLE OR EQUIPMENT OR OTHERWISE IN RELIANCE UPON XCEL ENERGY BEING ABLE TO PROVIDE A CHARGER TO CUSTOMER. NOTWITHSTANDING ANYTHING SET FORTH IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL XCEL ENERGY'S TOTAL LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF THE CHARGING EQUIPMENT PLUS INSTALLATION COSTS MADE BY XCEL ENERGY UNDER THIS AGREEMENT. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT. IN NO EVENT WILL XCEL ENERGY BE LIABLE TO CUSTOMER FOR ANY CLAIMS, EXPENSES, LOSSES, DAMAGES, OR LAWSUITS ARISING OUT OF ANY INTERRUPTIONS OR DISTURBANCES IN ELECTRIC SERVICE.

(Continued on Sheet No. 7-122)

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**EV ACCELERATE AT HOME CUSTOMER SERVICE  
AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 122

**10. Miscellaneous Provisions**

- A. Compliance with Laws.** Performance under this Service Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including compliance with the Americans With Disabilities Act, as amended, if Customer is offering the Charging Equipment to the general public. N
- B. Assignment.** This Service Agreement shall not be assigned by Customer except with the prior written consent of Xcel Energy. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the parties. Any assignment without Xcel Energy's consent shall be null and void. N  
ND  
N  
N
- C. Status of Parties.** This Service Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Xcel Energy and Customer liable as partners, co-ventures or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between the parties. N  
ND  
N
- D. Severability.** If any term or provision of this Service Agreement is held illegal or unenforceable by a court with jurisdiction over the Service Agreement, all other terms in this Service Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either party, Xcel Energy and Customer shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law. N  
N
- E. Governing Law.** This agreement shall be governed by the laws of the state of Minnesota, except that the Minnesota conflict-of-law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction.
- F. Dispute Resolution.** If any dispute arises between the Parties regarding issues of interpretation of the Service Agreement or the Work performed pursuant to the Agreement, Customer may call the Xcel Energy Representative identified in Section 11 below during call center hours Monday-Friday 7 a.m. to 7 p.m. If further follow-up is required, Customer shall provide Xcel Energy with written notice explaining the dispute and associated documentation. Xcel Energy will consider all disputes and respond within fifteen (15) days of receiving notice of a dispute. In the event Customer is dissatisfied with the resolution of the dispute, Customer has the right to file an informal or formal complaint with the Commission by contacting the Commission. Xcel Energy will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved. ND  
N  
D
- G. Public Communication.** Customer agrees to cooperate with Xcel Energy in maintaining good community relations. Xcel Energy will issue all public statements, press releases, and similar publicity concerning the Charging Equipment and the Work (including its progress, completion and characteristics). Customer shall not make or assist anyone to make any such statements, releases, photographs, or publicity without prior written approval of Xcel Energy.
- H. Non-waiver.** Xcel Energy's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or Xcel Energy's waiver of any breach hereunder shall not thereafter waive any of Xcel Energy's rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by Xcel Energy in writing.

(Continued on Sheet No. 7-123)

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**EV ACCELERATE AT HOME CUSTOMER SERVICE  
AGREEMENT (Continued)**

Section No. 7  
2nd Revised Sheet No. 123

**10. Miscellaneous Provisions (Continued)**

**I. Merger.** This Service Agreement embodies the entire agreement between Xcel Energy and Customer. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Service Agreement are valid or binding unless agreed to by the parties in writing and signed by their authorized agents.

N

N

**J. Privacy Law.** Customer further acknowledges and agrees that Customer is knowingly consenting to and authorizing: i) Xcel Energy to release and share Customer's name, address, telephone number, charging data and any charging or electrical usage patterns concerning the Work with Xcel Energy's authorized third party independent contractors, in order for the authorized third party independent contractors to provide the Charging Equipment to Customer; and ii) Xcel Energy's authorized third party independent contractors to retain all of the aforementioned Customer data (following any transfer of Charging Equipment ownership from Xcel Energy to Customer) for all equipment warranty and maintenance support obligations only.

**K. Survival.** The following sections shall survive the expiration or termination of this Agreement: Section 5 (Equipment And Data); Section 6 (Insurance Coverage); Section 7 (Indemnification); Section 8 (Warranty); Section 9 (Limits of Liability); Section 10 (a) (Miscellaneous Provision) and Section 11 (Questions).

ND

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**11. Questions**

If you have questions regarding these Program terms, please email [ElectricVehicles@xcelenergy.com](mailto:ElectricVehicles@xcelenergy.com) or call 1-800-895-4999.

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 124

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**XCEL ENERGY'S ONLINE TERMS OF USE**

**BY USING THE SERVICE, YOU ARE ACCEPTING THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THE SERVICE.**

THESE TERMS OF USE (ALSO REFERRED TO AS "TERMS") ARE INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS GOVERNING THE SERVICE DESCRIBED BELOW BETWEEN YOU AND XCEL ENERGY INC., AND/OR ITS VARIOUS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY REFERRED TO AS "XCEL ENERGY").

THESE TERMS OF USE ARE A LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN YOU AND XCEL ENERGY. THESE TERMS OF USE, TOGETHER WITH THE [PRIVACY POLICY](#), GOVERN YOUR ACCESS TO AND USE OF THE SERVICE (DEFINED BELOW). "YOU," "USER," OR SIMILAR TERMS MEANS YOU, AS AN INDIVIDUAL, WHETHER YOU ARE AN ACCOUNT OWNER OR DELGATE, AS WELL AS THE EMPLOYER OR ENTITY ON WHOSE BEHALF YOU ARE USING THE SERVICE; YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF AND IF APPLICABLE, SUCH EMPLOYER OR ENTITY.

BY ACCESSING OR USING THE SERVICE, OR BY SELECTING "I AGREE" WHEN PROMPTED TO DO SO, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU CANNOT ACCESS OR UTILIZE THE SERVICE. YOU CAN CONTINUE TO RECEIVE RELEVANT BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT IN OTHER WAYS, INCLUDING MAIL AND PHONE.

XCEL ENERGY MAY MODIFY THESE TERMS AT ANY TIME IN ITS SOLE DISCRETION. WHILE XCEL ENERGY WILL MAKE REASONABLE EFFORTS TO NOTIFY YOU OF MATERIAL CHANGES TO THESE TERMS OF USE, YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS OF USE ON A REGULAR BASIS. BY ACCESSING OR USING THE SERVICE FOLLOWING SUCH MODIFICATION, YOU AGREE TO BE BOUND BY SUCH CHANGES TO THE TERMS. IF ADDITIONAL TERMS APPLY TO CERTAIN FEATURES OF THE SERVICE OR XCEL ENERGY PRODUCTS ASSOCIATED WITH THE SERVICE, THOSE TERMS WILL BE PROVIDED TO YOU PRIOR TO YOUR USE OF THE FEATURE. **YOU AGREE THAT XCEL ENERGY MAY MAKE THIS AND OTHER AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.**

***PLEASE PAY SPECIAL ATTENTION TO AND NOTE THE FOLLOWING PROVISIONS: SECTION 11 ("XCEL ENERGY'S WAIVER OF WARRANTIES AND LIMITATION OF ITS LIABILITY") AND SECTION 12 ("INDEMNIFICATION").***

(Continued on Sheet No. 7-125)

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 125

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**1. What is the service?**

Xcel Energy operates and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

Xcel Energy grants you the right to access the Service via the Internet free of charge solely for your use. This license is personal to you. Consequently, you may not transfer or assign your rights under this license to anyone else. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy will grant similar licenses to other customers.

and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

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**1. User accounts.**

The Service includes a variety of different features as described above in Section 1. You are required to establish an account in order to access or use certain features of the Service. You may need to provide certain registration details or other information to create an account and to otherwise access and use the Service. When you establish an account, you agree that all the information you provide is correct, current and complete; you will not supply false contact information, impersonate any person or entity, or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. You agree that all information you provide to create an account or otherwise access or use the Service is governed by Xcel Energy's [Privacy Policy](#), and you consent to Xcel Energy's collection, use, and sharing of such information consistent with Xcel Energy's [Privacy Policy](#). Where it is reasonable to do so, or permitted by law, we may rely on implied consent.

If you choose, or are provided with, a user name, password, or any other piece of information as part of Xcel Energy's security procedures, you must treat such information as confidential. You agree not to give or make available your password or allow other means of access to your account by any unauthorized individuals. You are responsible for safeguarding your User ID and password and agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password. You agree to notify Xcel Energy immediately of any unauthorized access to or use of your User ID or password or any other breach of security. You shall not use or allow others to use the Service for any purpose not expressly permitted by these Terms of Use. Xcel Energy has the right to disable any User ID, password, or other identifier, whether chosen by you or provided by Xcel Energy, at any time if, in Xcel Energy's opinion, you have violated any provision of these Terms of Use.

**2. Your right to use the Service and eligibility requirements.**

Subject to your compliance with these Terms of Use, Xcel Energy grants you license to access the Service solely for your own personal and non-commercial purposes. You may view and download displayed materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the materials. The foregoing license is personal to you. Except as set forth in Section 4 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy grants similar licenses to other customers. You understand and agree that the Service is provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Service under these Terms of Use.

Service is offered and available to users who are 18 years of age or older and reside in the United States. By using the Service, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. If you do not meet all of these requirements, you must not access or use the Service.

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**4. Can I authorize others access to my accounts through the Service?**

Yes. Certain features of the Service will enable you to designate individuals who you authorize to access your account. These individuals, referred to as "**Delegates**," will be permitted to access the Service to the extent you designate. Please consider the Delegate designation carefully as these individuals will be able to perform certain actions in the Service depending on the level of access you provide the Delegate. **Xcel Energy has the right to rely upon actions and directions made by your designated Delegates as your legal agents, and you will be responsible for any actions taken by Delegates when accessing the Service.**

Please note that Xcel Energy will not honor any request from a third party to release customer information based on a Delegate's entry in the Service.

**5. Your access to the Service.**

Xcel Energy will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including licensed users. Xcel Energy does not make any representations or guarantees regarding uptime or availability of the Service.

You are responsible for:

- Making all arrangements necessary for you to have access to the Service.
- Ensuring that any of your designated Delegates are aware of these Terms of Use and comply with them.
- Ensuring that all persons who access the Service through your internet connection are aware of these Terms of Use and comply with them.

We may block, limit or terminate your access to the Service for any reason, including if: (i) you violate these Terms of Use; (ii) you violate any applicable law or regulation relating to your use of the Service; (iii) you engage in any conduct which Xcel Energy, in its sole discretion, believes is offensive, harmful, defamatory or otherwise harmful to Xcel Energy or others; or (iv) you breach any other agreement with Xcel Energy.

For purposes of accessing the Service, you are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Service features, and certain Service features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you are using the Service at your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment.

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**5. Your access to the Service (Continued).**

You authorize Xcel Energy to contact you at the phone or mobile number provided in your account/s, via phone, text (SMS or MMS), or other similar method using automated dialing technology, artificial messages, or prerecorded messages. Consent is not a condition of buying any property, goods, or services. To opt-out at any time, reply "STOP". Message and data rates may apply.

**6. Xcel Energy's right to modify these terms of use.**

These terms of use, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "**Commission**"). Xcel Energy may file a copy of these terms of use with each such Commission. Please check the general terms and conditions of these Terms of Use regularly. In the future, Xcel Energy may want to revise these terms of use. While Xcel Energy will make reasonable efforts to notify you of material changes to these Terms of Use, your continued access or use of the Service after amendments are posted will constitute your acceptance of such amendments. If you have any questions about these Terms, contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.

**7. Third Party Websites.**

The Service may contain links or other connections to websites and social networks that are not under the control of or operated by Xcel Energy, but rather are exclusively controlled and operated by third parties (collectively, "Third-Party Sites"). You may be transferred to a Third-Party Site even though it may appear that you are still in the Service or on Xcel Energy's website. These Third-Party Sites are subject to different terms and conditions and privacy policies. When you access and use Third-Party Sites, review the applicable terms and conditions and privacy policies. You agree that your use of Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions.

Although Xcel Energy may provide a link to a Third-Party Site on the Service, such a link is not an authorization, endorsement, sponsorship or affiliation by Xcel Energy with respect to such Third-Party Site, its content, its owners or its providers. Accordingly, Xcel Energy makes no representations whatsoever concerning such Third-Party Sites. You are solely responsible for determining the extent to which you may use any content at any other Third-Party Sites to which you link from the Service.

**8. Each party's right to terminate this Agreement.**

Xcel Energy reserves the right to modify or terminate your access to and use of the Service (or any portion of the service) in its sole discretion without prior notice or liability to you. Any such modification or termination will not relieve you of your obligations incurred and accrued prior to the effective date of such modification or termination. You may opt to discontinue use of the Service at any time by not accessing the Service.

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**9. Intellectual Property Rights.**

You acknowledge that, as between you and Xcel Energy, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software, the Service and other materials not generated by you (the "Content") on the Service and Xcel Energy's website are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the Service. All rights are reserved.

The entire contents and design of the Service and any Content are protected by U.S. and international copyright law. You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the Service for any purpose. Under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the Service.

**10. Restrictions on your use of the Service.**

You may use the Service for lawful purposes only. You shall not use the Service for any purposes beyond the scope of the access granted by these Terms of Use. You shall not at any time, directly or indirectly, and shall not permit any users to: (i) use the Service in a manner or for any purpose that would constitute a civil or criminal offense; (ii) use the Service in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy's customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution; (iii) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Xcel Energy or any third party; (iv) reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Service; (v) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service; (vi) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (vii) use any device, software or routine that interferes with or disrupts the Service, the server on which the Service is stored, or any server, computer or database connected to the Service; or (viii) use any automatic device, process or means to access the Service for any purpose, including monitoring or copying content on the Service.

While using the Service, you may not alter, interfere or disrupt the content or functioning of the Service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer codes files or programs that damage, interfere with, capture, intercept or expropriate any data relating to the Service or is potential harmful or malicious; or (ii) disproportionately burdens the delivery of the service online.

While using this Service, you also may not attempt to (i) probe, scan or test the vulnerability of a system or network or breach security or authentication measures; (ii) interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Service and "overloading," "flooding," "spamming," "mailbombing" or "crashing" the Service; (iii) forge any TCP/IP packet header or any part of the header information in any communication representing Xcel Energy.

We reserve the right to terminate access to the Service, or modify or discontinue the Service in whole or in part, at any time, for any reason. We may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

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**11. Privacy Policy and Communications.**

Please review Xcel Energy's Privacy Policy, which applies to personal information collected from or provided by you through the Service.

You agree that we may communicate with you through any and all contact information and methods you provide to us, including but not limited to text message, email, telephone, social media account, fax, and/or postal mail.

**12. Xcel Energy's waiver of warranties and limitation of its liability.**

(a) XCEL ENERGY MAKES REASONABLE EFFORTS TO PROVIDE MATERIAL AND CONTENT THROUGH THE SERVICE THAT IS CORRECT. HOWEVER, XCEL ENERGY CANNOT GUARANTEE THE ACCURACY OF THE CONTENT OR ANY MATERIAL PROVIDED THROUGH THE SERVICE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, XCEL ENERGY WILL TAKE REASONABLE STEPS TO INVESTIGATE THE REPORTED INACCURACY TO THE EXTENT REQUIRED BY APPLICABLE LAW, TARIFF, RULE OR REGULATION. BASED ON THE RESULTS OF THE INVESTIGATION WE WILL CORRECT ANY INACCURACY THAT WE DETERMINE EXISTS.

(b) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, XCEL ENERGY DOES NOT GUARANTEE THE AVAILABILITY OF THE SERVICE. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS ON THE SERVICE OR THE CONTENT. THE SERVICE AND ALL CONTENT IS PROVIDED "AS IS," AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE SERVICE OR THE CONTENT FOR ANY PURPOSE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE SERVICE OR THE CONTENT.

(c) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, THE CONTENTOR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, BREACH OF DATA OR SYSTEM SECURITY, LOSS OF GOODWILL OR REPUTATION, INCREASED COSTS, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THIS AGREEMENT OR THE CONTENT UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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**13. Indemnification.**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS XCEL ENERGY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY AND ALL CLAIMS, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (I) YOUR ACCESSING OR USING, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, OR THE CONTENT PROVIDED THROUGH THE SERVICE; (II) YOUR USER CONTENT; AND/OR (III) YOUR BREACH OF THESE TERMS OF USE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**14. Your Content.**

The Service may allow you to upload, post or share information, text, data, photographs, graphics, logos and other content (collectively, "User Content"). In uploading, posting or sharing such User Content, you grant Xcel Energy and its affiliated entities a limited, non-exclusive, sublicensable, royalty-free license to display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Service.

You hereby represent and warrant to Xcel Energy that you are the owner or valid licensee of User Content, and your or Xcel Energy's use, publication and display of User Content will not infringe any third party intellectual property or proprietary rights.

These content standards apply to any and all User Content and use of the Service. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person. 9 Effective date: February 26, 2020
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Xcel Energy's Privacy Policy.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

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**15. Reporting Claims of Copyright Infringement.**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

General Counsel  
Xcel Energy  
401 Nicollet Mall; 8th Floor  
Minneapolis, MN 55401  
1-800-895-4999  
[customerservice@xcelenergy.com](mailto:customerservice@xcelenergy.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

**16. Cautionary Statement Regarding Forward-Looking Statements.**

The Service contains forward-looking statements that are subject to certain risks, uncertainties and assumptions, and other statements can often be identified by the words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "objective," "outlook," "plan," "project," "possible," "potential," "should," "will," "would" and similar expressions. Forward-looking statements speak only as of the date they are made, and we expressly disclaim any obligation to update any forward-looking information.

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**17. Wireless and Location-Based Features**

The Service may offer features that are available to you via your wireless device including the ability to access the Service's features and receive messages from the Service, and download applications (collectively, "Wireless Features").

If you have location-based features on your wireless device, you acknowledge that your device location may be tracked. You can terminate location tracking by us through Privacy Settings on your wireless device or by uninstalling our mobile app. Location-based features are used at your own risk and location data may not be accurate.

**18. Applicable Law and Venue.**

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service. If you are responsible for multiple addresses, this may vary by address if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the Service, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or otherwise dispute related to these Terms of the Service shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws. .

**19. U.S. Only.**

The Service is controlled and operated by Xcel Energy from its offices within the United States and is intended only for use by users in the United States. The Service is not intended to subject Xcel Energy to jurisdiction or law other than the laws of the United States, as applicable. Xcel 11 Effective date: February 26, 2020 Energy makes no representation that the information or materials on or linked through the Service is appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so. By submitting your personally identifiable information via the Service, you consent to the transfer to and processing of such data in the U.S.

**20. General Terms.**

These Terms, additional terms for different features of the Service, as applicable, the Privacy Policy, and any amendments thereto constitute an agreement between you and Xcel Energy with respect to your rights to access and use of the Service. These Terms are in addition to, and not in lieu of, any other applicable agreement and/or applicable terms between you and Xcel Energy. In the event of any direct conflict between agreement terms, the terms applicable to the most specific service or item shall control (for example, terms applicable to a single website would prevail over a directly conflicting term applicable to all websites). All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms of Use. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of these Terms of Use.

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**21. Additional Terms if you are a Governmental User.**

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of these Terms of Use.

**22. Force Majeure.**

Except to the extent otherwise required under applicable law, delay in or failure to perform any Service shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. Xcel Energy will not be held liable for any delay or failure in performance due to such circumstances.

**23. Assignment.**

Xcel Energy may assign its rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You may not assign rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without our prior written consent.

**24. Contact Information.**

If you have questions or comments about the Service or these Terms of Use, please contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.