

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

**GENERAL RULES AND REGULATIONS  
 TABLE OF CONTENTS**

Section No. 6  
 4th Revised Sheet No. TOC-1

<u>Section</u>	<u>Item</u>	<u>Sheet No.</u>
<b>SECTION 1</b>	<b>GENERAL SERVICE RULES</b>	
1.1	Application for Service .....	6-3
1.2	Service Charges .....	6-3
1.3	Access to Customer's Premises .....	6-3
1.4	Continuity of Service .....	6-4
1.5	Optional Metering Service .....	6-4
1.6	Deposits and Guarantees .....	6-5
1.7	Service Calls.....	6-6
1.8	Dedicated Switching Service .....	6-7
1.9	Service Quality .....	6-7.1
<b>SECTION 2</b>	<b>RATE APPLICATION</b>	
2.1	Classification of Customers .....	6-8
2.2	Availability of Service Under Rate Schedules.....	6-9
2.3	Choice of Optional Rates.....	6-9
2.4	Standby, Supplementary, Emergency, and Incidental Services .....	6-10
<b>SECTION 3</b>	<b>METERING AND BILLING</b>	
3.1	Metering and Testing.....	6-13
3.2	Method of Determining Demand for Billing Purposes .....	6-13
3.3	Meter Reading Frequency; Customer Accommodation .....	6-13
3.4	Monthly Billing .....	6-14
3.5	Averaged Monthly Payment Plan .....	6-14.1
3.6	Late Payment Charge.....	6-15
3.7	Bill Date Due.....	6-15
3.8	Estimated Bills.....	6-15
3.9	Billing Adjustments .....	6-16
3.10	Returned Check Charge .....	6-16
3.11	Account History Charge.....	6-16
3.12	Synchronized Bill Service .....	6-17
3.13	Demand Aggregation Criteria .....	6-17
3.14	Interval Load Data Service .....	6-17.1
3.15	Meter Equipment Malfunctions .....	6-17.2
<b>SECTION 4</b>	<b>USE OF SERVICE RULES</b>	
4.1	Use of Service .....	6-18
4.2	Customer's Wiring, Equipment, and Property.....	6-20

T  
 T  
 T

(Continued on Sheet No. 6-TOC-2)

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

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**GENERAL RULES AND REGULATIONS  
TABLE OF CONTENTS (Continued)**

Section No. 6  
1st Revised Sheet No. TOC-2

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<u>Section</u>	<u>Item</u>	<u>Sheet No.</u>
<b>SECTION 5</b>	<b>STANDARD INSTALLATION AND EXTENSION RULES</b>	
5.1	Standard Installation.....	6-22
5.2	General Extension.....	6-26
5.3	Special Facilities.....	6-27
5.4	Automatic Protective Lighting Service.....	6-30
5.5	Service Connections.....	6-31
5.6	Temporary Service.....	6-31
<b>SECTION 6</b>	<b>CURTAILMENT OR INTERRUPTION OF SERVICE</b>	
6.1	Refusal or Discontinuance of Service.....	6-33
6.2	Curtailment or Interruption of Supply.....	6-33
6.3	Business Interruption.....	6-33
6.4	Customer Notice of Planned Service Interruptions.....	6-33
<b>SECTION 7</b>	<b>COMPANY'S RIGHTS</b>	
7.1	Waiver of Rights or Defaults.....	6-35
7.2	Modification of Rates, Rules and Regulations.....	6-35

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## **SECTION 1 GENERAL SERVICE RULES**

### **1.1 APPLICATION FOR SERVICE**

A party desiring electric service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the party desiring the service. The Company may refuse or terminate service to any applicant for or user of service who fails or refuses to furnish information requested by the Company for the establishment of a service account. Receipt and use of electric service in the absence of application or contract shall constitute the user a customer of the Company subject to its rates, rules, and regulations and said user shall be responsible for payment of all service used.

Subject to its rates, rules, and regulations, the Company will continue to supply electric service until notified by customer to discontinue the service. The customer will be responsible for payment of all service furnished through the date of discontinuance.

### **1.2 SERVICE CHARGES**

A. Service Processing Charge

The Company will assess a \$7.00 processing charge for the initial establishment of service for each customer.

B. Service Reconnection Charge

The Company will charge \$50.00 for reconnecting service that has been disconnected for non-payment.

C. Service Relock Charge

The Company will charge \$100.00 for reconnecting service where the Company has disconnected service for non-payment and subsequently returned to relock the service after it was reconnected without Company authorization.

If any combination of the Company's electric or gas services requested by a customer and furnished by the Company are established or reestablished at the same time and location, only the greater of the corresponding electric or gas utility service charges will apply.

If a customer requests reestablishment of service at a location where the same customer discontinued the same service within the preceding 12 month period, an additional fee will be assessed equal to the sum of the monthly minimum charges applicable during the period service was discontinued. This fee is in addition to the Service Processing Charge indicated above. If the customer requests that the service be physically disconnected and subsequently reconnected within the 12 month period, the Service Reconnection Charge applies rather than the Service Processing Charge.

(Continued on Sheet No. 6-4)

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**1.3 ACCESS TO CUSTOMER'S PREMISES**

From time to time, the Company's representative will require access to the customer's premises at reasonable times for the purpose of reading meters, making repairs, making inspections, removing the Company's property, or for any other purpose incident to the service. At all times, the Company's ability to access customer's premise is governed by Minnesota Public Utilities Commission Rule 7820.3100, which provides that when properly identified, the Company's representative can enter a customer's premises if: the customer has consented either orally or in writing to entry; the utility has obtained a court order authorizing entry; or an emergency situation involving imminent danger to life or property reasonably appears to exist. In the event that the Company's representative is entering the customer's premise without consent, the Company shall give notice to law enforcement unless it would be unreasonable under the facts and circumstances to do so.

**1.4 CONTINUITY OF SERVICE**

The Company will endeavor to provide continuous service but does not guarantee an uninterrupted or undisturbed supply of electric service. The Company shall not be responsible for any loss or damage resulting from the interruption or disturbance of service for any cause other than gross negligence of the Company. The Company shall not be liable for any loss of profits or other consequential damages resulting from the use of service or any interruption or disturbance of service.

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**1.5 OPTIONAL METERING SERVICE**

A. General Rule

The Company will provide optional metering service to eligible customers subject to the provisions in this section and all Terms and Conditions shown on the applicable rate schedule. Optional metering service will not be provided at any location where the customer is provided with fully metered service. A customer cannot divide a fully metered service so that a portion of the service could qualify for optional metering service. The Company reserves the right at any time to fully meter service previously supplied on an optional metering basis.

B. Service Availability

A customer is eligible for optional metering service so long as all of the following conditions are met:

1. The customer's utilization equipment has a total rated capacity of 250 kW or less per location and an estimated usage of 186,000 kWh or less per month.
2. The customer's utilization equipment has a definitely determinable demand that has verifiable limits.

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(Continued on Sheet No. 6-5)

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**1.5 OPTIONAL METERING SERVICE (Continued)**

3. The customer's utilization equipment is operated on a fixed schedule. A fixed schedule is:
  - (a) a continuous non-discretionary 24 hour usage, or
  - (b) a photocell-controlled, sunset to sunrise, usage referred to as an hours of darkness (HOD) schedule.
  
4. The customer's utilization equipment can be readily and efficiently inspected by the Company to verify its usage. The usage may be verified by one or more of the following:
  - a. the nameplate rating,
  - b. totalizing the load for the number of ballast-controlled high intensity discharge lamps, or
  - c. the use of a kilowatt-hour or other type of meter.

**C. Optional Unmetered Service**

The Company will provide optional unmetered service to customers meeting the eligibility requirements. Usage for billing will be determined by the Company and agreed to by the customer upon a contract for service.

**D. Optional Time of Day Metering Service**

The Company will provide optional time of day metering service to customers meeting the eligibility requirements. The time of day metering charge will be waived for customers eligible for this optional service. Time of day billing will be accomplished through a usage schedule which accounts for the number of hours of usage occurring in the on peak and off peak periods. Optional time of day metering service will be provided under one of the following methods:

1. *Unmetered Service.* Usage for billing will be determined by the Company and agreed to by the customer upon a contract for service.
  
2. *Kilowatt-Hour Metered Service.* Usage for billing will be determined from meter readings.

**1.6 DEPOSITS AND GUARANTEES**

- A. General: The Company will not require a deposit as a condition of service if the customers has established good credit;

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(Continued on Sheet No. 6-5.1)

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**1.6 DEPOSITS AND GUARANTEES (Continued)**

- B. New Service: The Company may require a deposit for the new service if the applicant has an unsatisfactory credit or service standing due to (A) an outstanding prior account with the Company at the time of request that is not disputed; or (B) a previous disconnection for any permissible reason which is not in dispute; (C) the credit history for the applicant demonstrated that payment cannot be assured. In determining credit history, the provisions of Minnesota Rules 7820.4700 will apply and the Company will only use credit reports reflecting the purchase of utility services unless the applicant consents in writing to the use of additional credit reports. Any credit history used shall be mailed to the applicant. A refusal to permit use of a credit rating or credit services other than that of a utility will not affect the determination of the Company as to the applicant's credit history.
- C. Existing Service: The Company may require a deposit from an existing customer with an unsatisfactory credit or service standing due to: (A) a previous disconnection or liability for disconnect for nonpayment of a bill which is not in dispute; or (B) a previous disconnection for any permissible reason that is not in dispute.
- D. Deposit Amount: If a deposit is required, the amount of the deposit shall not exceed an estimated two months' gross bill or existing two months' bill, as determined by the Company.
- E. Notice: Whenever a deposit is required, the Company will provide the customer an explanation in writing why a deposit is required and under what conditions, if any, the deposit will be diminished.
- F. Interest on Deposits and Refunds: On such customer deposits, the Company will pay interest. The rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The Interest rate will be rounded to the nearest tenth of one percent. By December 15th of each year, the Commissioner of Commerce will announce the rate of interest that must be paid on deposits held during all or part of the subsequent year. The Company will refund by direct payment, or as a credit on the customer's bill, a customer's deposit after 12 consecutive months of prompt payment of all utility bills.

(Continued on Sheet No. 6-5.2)

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

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
1st Revised Sheet No. 5.2

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**1.6 DEPOSITS AND GUARANTEES (Continued)**

- G. Additional Requirements: If a customer's credit standing becomes unsatisfactory after a deposit has been refunded or if the deposit is inadequate to cover two months' bill, a new or additional deposit may be required upon reasonable written notice by the Company. Deposits will not be considered as advance payments on account. Service to a customer who fails to comply with these requirements may be discontinued upon reasonable written notice.
- H. Payment Guarantee Permissible: The Company may accept, in lieu of a deposit, a contract signed by a guarantor satisfactory to the Company whereby payment of a specified sum not exceeding the deposit requirement is guaranteed. The term of such contract shall be for no longer than 12 months, but shall automatically terminate after the customer has closed and paid the customer's account with the Company, or at the guarantor's request upon 60 days' written notice to the Company. Upon termination of a guarantee contract or whenever the Company deems same insufficient as to amount or surety, a cash deposit or a new or additional guarantee may be required for good cause upon reasonable written notice to the customer.
- I. Disconnection: The service of any customer who fails to comply with these requirements may be disconnected upon notice as prescribed in Minnesota Rule part 7820.2400 and in this section. The Company shall mail the guarantor copies of all disconnect notices sent to the customer whose account the grantor has guaranteed unless the guarantor waives such notice in writing.

(Continued on Sheet No. 6-6)

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
2nd Revised Sheet No. 6

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**1.7 SERVICE CALLS**

**Generally**

The Company shall keep service call appointments and shall provide reasonable notice when an appointment cannot be kept. A service call appointment is kept if the service personnel arrive within a four-hour period set by the Company and clearly communicated to the customer.

**Trouble Calls**

When a customer calls and reports an electrical problem, the Company will, as soon as reasonably possible, send out service personnel to determine the necessary action to correct the problem.

If the electrical problem is in the customer's facilities, the service personnel will attempt to restore service by fuse replacement or minor temporary repair. The customer will be charged for all related costs including labor and all materials furnished.

If the electrical problem is in the Company's facilities or if the electrical problem is of the following nature, repairs thereof will be made as soon as reasonably possible, and the Company will waive any of such charges:

- A. Voltage measurement is the only service rendered.
- B. The Company is called to the customer's premises by the Fire or Police Department.
- C. Storm conditions require the presence of service personnel in the customer's vicinity and the Company dispatcher notified the service personnel when dispatched to waive charges.

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
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**1.8 DEDICATED SWITCHING SERVICE**

The Company will provide dedicated switching service for Company distribution facilities when customers request a specific time or during a specific time window for de-energizing electric service to a designated facility to allow them to connect, change, or maintain their equipment.

The customer will be charged by separate invoice for labor costs at the following rate:

<u>Requested Appointment Date</u>	<u>Charge Per Hour</u>
Monday through Saturday	\$300.00
Sunday and Federally Observed Holidays	\$400.00

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The following terms and conditions shall apply to this optional service:

- A. Customers shall be requested to contact Company four to five business days in advance of a preferred appointment date and must contact Company a minimum of two days before a requested appointment date.
- B. Appointments may be rescheduled by Company in extreme circumstances, such as a severe storm or public safety concerns.
- C. Hours charged include travel time to and from customer site.

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**1.9 SERVICE QUALITY**

A. Definitions

1. *"Accurate Invoices"* -- measures the percent of accurate invoices the Company issues to its customers. This is calculated by determining the number of invoices canceled for controllable reasons divided by the total number of invoices issued. The Company defines controllable reasons as 1) human errors made by field or office personnel, 2) billing system and metering system communications errors, and 3) malfunctioning meter equipment.
2. *"Answer and Talk Time"* [in the context of measuring natural gas emergency response] is measured for calls answered, and begins the instant the Customer's call connects to the Company's natural gas emergency number, or the Customer selects the option from a mechanized menu to report a natural gas emergency. Data is gathered at the aggregate level (rather than for each individual call) and is used to calculate the average time involved with answering a potential natural gas emergency call, taking the customer's information and concluding that call. Specifically, Answer and Talk Time is measured in the following manner:
3. *"Answer Time"* [in the context of measuring natural gas emergency response] starts when the caller connects to the Company's natural gas emergency number or selects the option to report a natural gas emergency, and ends when a natural gas dispatcher or call center representative picks up the call. Once a natural gas dispatcher or call center representative answers the call, the *Talk Time* begins and will continue until the call concludes. These two segments are then combined to form Answer and Talk Time.
4. *"Total Answer and Talk Time"* [in the context of measuring natural gas emergency response] is the first element used to calculate the natural gas emergency response metric. Calculated by first dividing total Answer time for all Minnesota natural gas calls by the total number of Minnesota natural gas calls handled. Next, total Talk time for all Minnesota natural gas calls is divided by the total number of Minnesota natural gas calls handled. These two averages are added together for an average Answer and Talk Time for the month. The monthly average Answer and Talk Time is multiplied by the total number of natural gas emergency calls handled for the respective month, which results in the total Answer and Talk Time for the month.

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**1.9 SERVICE QUALITY (Continued)**

A. Definitions (continued)

5. "Average Number of Customers" [in the context of measuring SAIDI and SAIFI] is defined as the annual average of the monthly electric meter count from the Company's outage management system.

6. "Customer"

A. For purposes of calculating SAIDI and SAIFI, "Customer" is defined as an electric service meter.

B. For purposes of Customer Complaints, "Customer" is defined as an electric or a natural gas customer that receives a bill for utility service from the Company or a representative of that customer. A representative includes an individual designated with Power of Attorney for the Customer, an attorney retained to represent the Customer, or an individual authorized by the Customer to act on his/her account.

7. "Customer Complaint" is defined as any complaint submitted, in writing, by US Mail, e-mail, or by fax, registered by the Minnesota Public Utilities Commission's Consumer Affairs Office to the Company, regarding a complaint submitted by an Xcel Energy customer in which the customer states a grievance related to the Company's provision of service to that customer.

Customer Complaints will be reported in the following categories:

- Billing & Credit
- Customer Service
- Meter Reading
- Trouble Orders
- Reliability Duration
- Reliability Frequency
- Other

This is calculated by dividing the total number of Customer Complaints in the performance year by the product of the total number of Minnesota customers, as reported in the Company's electric and gas jurisdictional reports, divided by 1,000.

8. "Customer Minutes" [in the context of measuring SAIDI and SAIFI] is defined as the total number of minutes of a service interruption multiplied by the total number of Customers experiencing the interruption. Customer Minutes include Step Restoration.

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**1.9 SERVICE QUALITY (Continued)**

A. Definitions (continued)

9. *"Dispatch Time"* [in the context of measuring natural gas emergency response] consists of the time from when a natural gas emergency order is received by the Company's natural gas dispatch system or created in that system, until the first responder acknowledges the receipt of the natural gas emergency order from the natural gas dispatch system by pressing an "enroute" button on the mobile data terminal. In the event of a wireless service interruption affecting operation of the mobile data terminal, the acknowledge time will be recorded in the Company's natural gas dispatch system by the natural gas dispatcher based on the voice acknowledgement received from the first responder by radio. T  
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10. *"Natural Gas Emergency Calls"* [in the context of measuring natural gas emergency response] includes all calls received by the Company related to a potential natural gas emergency, regardless of the identity of the caller (customer, fire & police departments, contractors, etc.). T  
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11. *"Natural Gas Emergency Response"* measures the Company's annual average response to natural gas emergency calls. The average response time to natural gas emergency calls shall be calculated by adding the total Answer and Talk Time, Dispatch Time, and Travel Time for these calls and dividing the total response time for all natural gas emergency calls by the total number of natural gas emergency calls received. The natural gas emergency response time for the following internal response categories of natural gas emergencies will be included: T  
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(Continued on Sheet No. 6-7.2b)

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

**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
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**1.9 SERVICE QUALITY (Continued)**

A. Definitions (continued)

Code	Description
EBG	Blowing natural gas; Broken / hit natural gas line (natural gas blowing); Covers all natural gas mains and service laterals that are broken. Natural gas must be blowing. Includes instances of hissing or blowing natural gas and/or occurrences of strong or sudden odor. Also covers any natural gas blowing situations such as meters/ reg stations struck by cars, lightning or other natural disasters.
EEX	Explosion; any natural gas explosion and/ or any explosion, we will respond to protect and investigate our interests
EFR EFI	Fire (when natural gas related); any natural gas fire or whenever requested by the fire department; all fire calls are handled the same with immediate response and there basically is no difference between the orders. Initially one work order type applied for working fires and the other for when we were called to make our checks after the fact (fire out)
ETX	Carbon monoxide order with symptoms; Customer feels that they have Carbon Monoxide symptoms. Company techs would call 911 upon arrival if they felt medical assistance was needed for the affected customers.
EOI	Customer smells natural gas odor inside; any Customer odor initiated order. When odor is faint and no sound (ie. blowing or hissing) is reported. If odor is strong or there is a hissing sound reported, call is upgraded to an EBG. Also, excavation occurring nearby may warrant an upgrade to EBG.
EOO	Customer smells natural gas odor outside; any Customer odor initiated order. When odor is faint and no sound (ie. Blowing or hissing) is reported. If odor is strong or there is a hissing sound reported, call is upgraded to an EBG. Also, excavation occurring nearby may warrant an upgrade to EBG.
ENG NOGAS	No natural gas: no natural gas due to Company equipment. In the winter months, this code will receive a higher priority since Customer's heat could be dependent on natural gas.
EPR	Pressure, High or Low Pressure; high pressure natural gas on Customer fuel line and equipment usually indicated by caller with unusually high/loud pilots or a noise associated with the pilots. Poor pressure; Problem with Regulator, may need change or adjusted. Such calls are prioritized higher in the winter.
EIR:	Ice and/or snow on regulator; Problem of ice and snow on the regulator and regulator vent (pressure problems) These are given a very high priority because blockage of the vent on the regulator by snow or ice build-up can cause the regulator to fail and possibly allow the street pressure (60 pounds) to pass thru the meter and into the building which can lead to many undesirable conditions (explosions/fires/etc)
ECO	Carbon Monoxide Check/Alarm Only: Customer has C.O alarm going off and does not have any symptoms.

(Continued on Sheet No. 6-7.3)

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
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**1.9 SERVICE QUALITY (Continued)**

A. Definitions (Continued)

12. *"Interruption"* [in the context of measuring electric service interruptions] is defined as an interruption of electric service to a customer with a duration greater than five minutes.

13. *"Invoice Adjustment Timeliness"* measures the average number of canceled billing periods on invoices rebilled for controllable reasons. This will be calculated by determining the number of elapsed days between the original invoice issue date and the issue date of the rebilled invoice. To determine the number of billing periods on the rebilled invoice, the total elapsed days is divided by 30.5, which is representative of the average number of days in a billing period. The Company defines controllable reasons as 1) human errors made by field or office personnel, 2) billing system and metering system communications errors, and 3) malfunctioning meter equipment.

14. *"Major Event Day" or "MED"* [in the context of measuring electric service interruptions] is the IEEE 1366-2033 2.5 beta qualifying storm days. MEDs are determined by using the IEEE 1366-2003 2.5 beta methodology after removing Transmission Line level events.

15. *"Performance Year"* is defined as a calendar year.

16. *"Public Damage"* [in the context of measuring electric service interruptions] is defined as an outage resulting from the actions of an individual or contractor beyond Xcel Energy's control and is coded as such when recording the outage cause.

17. *"Step Restoration"* [in the context of measuring electric service interruptions]: restoration of customers downstream from an interrupted device occurs in steps, the Customer Minutes will be calculated to reflect the incremental restoration.

18. *"System Average Interruption Duration Index" or "SAIDI"* is defined as the total duration of interruptions, in minutes, that an average customer experiences during the performance year. It is determined by dividing the sum of Customer Minutes by the average number of Customers.

SAIDI shall be calculated based on the following assumptions:

- a. All non-transmission line outages.
- b. The IEEE 1366-2003 2.5 beta method is used for determining MEDs.
- c. Step Restoration is incorporated.
- d. All outage causes, except as specified in a above, are included.

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**1.9 SERVICE QUALITY (Continued)**

A. Definitions (Continued)

19. "System Average Interruption Frequency Index" or "SAIFI" is defined as how often the average customer experiences an Interruption during the performance year. It is determined by dividing the sum of Customer interruptions by the average number of Customers.

SAIFI shall be calculated based on the following assumptions:

- a. All non-transmission line outages.
- b. The IEEE 1366-2003 2.5 beta method is used for determining MEDs.
- c. MED days are calculated on a regional level and applied at a regional level.
- d. Step Restoration is incorporated.
- e. All outage causes, except as specified in a above, are included.

20. "Telephone Response Time" measures the time to answer all customer initiated calls directed to the Company's call center or to its business office, regardless of whether the call is answered by a Company representative or the Company's Interactive Voice Response (IVR) system. If a customer chooses to talk to a Company representative, Telephone Response Time is measured from the time the call is routed to a Customer Service Representative (CSR), after the customer first verifies their identity and selects the reason for the call, to the time the call is responded to by a CSR.

- a. "Answer" in the context of measuring Telephone Response Time means that an operator or representative is ready to render assistance or accept the information to handle the call. Acknowledging that the customer is waiting on the line and will be served in turn is not an answer. Answer may mean connecting the caller to a recording providing, to the extent practicable, at least the following information:
  - A. the number of customers affected by the interruption;
  - B. the cause of the interruption;
  - C. the location of the interruption; and
  - D. the Company's best estimate of when service will be restored, by geographical area.

21. "Travel Time" [in the context of measuring natural gas emergency response] consists of the time from when the first responder acknowledges the receipt of the natural gas emergency order from the natural gas dispatch system by pressing an "enroute" button on the mobile data terminal, to when the first responder arrives on site and presses the "arrive" button on the mobile data terminal. In the event of a wireless service interruption affecting operation of the mobile data terminal, the acknowledge time and arrive time will be recorded in the company's natural gas dispatch system by the natural gas dispatcher based on the voice acknowledgement received from the first responder by radio.

22. "Work Center" is defined as one of four regional areas comprising Xcel Energy's Minnesota service area. The four Work Centers are Metro East, Metro West, Northwest, and Southeast. There are also additional customers served by our North and South Dakota work centers that are in the state of Minnesota and are included in the Northwest and Southeast regions for purposes of calculating MEDs as well as SAIDI and SAIFI.

(Continued on Sheet No. 6-7.5)

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**1.9 SERVICE QUALITY (Continued)**

**B. Under Performance Payments**

The under performance payments are as follows:

Customer Complaints	\$1.0 million
Telephone Response Time	\$1.0 million
SAIDI	\$1.0 million
SAIFI	\$1.0 million
Natural Gas Emergency Response	\$1.0 million
Customer Outage Refunds	\$1.0 million
Accurate Invoices	\$1.0 million
Invoice Adjustment Timeliness	\$1.0 million

Xcel Energy shall pay for periodic audits of the accuracy of the outage duration data by an independent firm overseen by the Minnesota Department of Commerce, the Minnesota Office of the Attorney General and Commission Staff. The firm will have expertise in reliability reporting and electric industry practices and will evaluate the Company's outage records in light of reasonable and prudent utility practices. The verification of the Company's records by an independent firm shall identify whether the sufficiency of the documentation and/or errors in the documentation resulted in a problem that materially compromised the integrity of the annually reported value for outage duration. The results of these audits will inform the decision regarding the application of any under-performance payments required under this tariff.

The SAIDI under-performance payment shall be triggered for a given reporting year in the event that the underlying outage records used by the Company to determine the annually reported SAIDI value are found to be insufficient or inaccurate on completion of the audit process. The determination of a required payment under this provision will be made, after notice and hearing, by the Minnesota Public Utilities Commission.

Any underperformance payments incurred by Xcel Energy pursuant to Section B of this Service Quality Tariff will be borne by shareholders and will not be eligible for cost recovery in any future rate proceeding.

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**1.9 SERVICE QUALITY (Continued)**

C. Under Performance Payment Disbursement

50% of any under performance payments assessed will be applied to customer bills during the following July billing cycle of a given performance year. Any bill credit amounts not remitted by the end of the July billing cycle shall accrue interest beginning after the September billing cycle of the applicable year at a rate equal to that applied to the Company's customer deposits.

50% of any under performance payments assessed will be added to the amount budgeted for the maintenance and repair of the Company's natural gas and electric distribution system. The Company shall maintain records sufficient to enable tracking, by Work Center, the amounts budgeted, amounts added due to under performance payments incurred, and amounts expended in a given year.

D. Reporting Requirements

By May 1 of each year, the Company will file a report with the Minnesota Public Utilities Commission detailing the Company's actual performance as compared with the thresholds established for each metric.

This report will be accompanied by supporting data. All metrics shall be reported statewide, with the following additional reporting provided:

- SAIDI and SAIFI shall be presented by Work Center.
- Customer Complaints shall be presented by complaint category.
- The report shall specify the number of customers qualifying for Customer Outage Credits and the associated bill credit calculations.
- Natural Gas Emergency Response shall include the averages for Answer and Talk Time, Dispatch Time, Travel Time, and total response time by each call type and in total for all call types. If the Company adjusts any of its internal guidelines for dispatching and responding to natural gas emergency calls, those changes shall be noted.
- The report shall include data on municipal pumping outages. The Company shall work with the Department and Commission staff to ensure that the information included will assist the Commission's decision making.

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**1.9 SERVICE QUALITY (Continued)**

**E. Under Performance Measures**

**1. Customer Complaints**

This metric measures the number of Customer Complaints submitted by the Commission's Consumer Affairs Office. An under performance payment will be assessed in any year in which the number of complaints exceeds 0.2059 complaints per 1,000 customers.

*Exclusions*

Customer complaints will be recorded and reported with no exclusions. The Company may request exclusion of Customer Complaints that the Company can demonstrate are the result of an event beyond the Company's control, which the Company took reasonable steps to address.

**2. Telephone Response Time**

This metric measures the Company's time to answer customer calls directed to the Company's call center or to its business office. The benchmark is 80 percent of the calls are answered within 20 seconds. The under performance payment will be assessed in any performance year in which less than 80 percent of calls are answered within 20 seconds.

*Exclusions*

Telephone Response Time will be recorded and reported with no exclusions. The Company may request exclusion of certain calls that the Company can demonstrate are the result of an event beyond the Company's control, which the Company took reasonable steps to address.

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**1.9 SERVICE QUALITY (Continued)**

**E. Under Performance Measures (Continued)**

**3. SAIDI**

This metric measures the duration of Interruptions Customers experience during the performance year. The under performance payment will be assessed in any performance year in which the Company's annual statewide SAIDI exceeds 133.23 minutes.

Xcel Energy shall pay for periodic audits of the accuracy of the outage duration data by an independent firm overseen by the Minnesota Department of Commerce and the Minnesota Office of the Attorney General and Commission Staff. The firm will have expertise in reliability reporting and electric industry practices and will evaluate the Company's outage records in light of reasonable and prudent utility practices. The verification of the Company's records by an independent firm shall identify whether the sufficiency of the documentation and/or errors in the documentation resulted in a problem that materially compromised the integrity of the annually reported value for outage duration. The results of these audits will inform the decision regarding the application of any under performance payments required under this tariff.

The SAIDI under performance payment shall be triggered for a given reporting year in the event that the underlying outage records used by the Company to determine the annually reported SAIDI value are found to be insufficient or inaccurate on completion of the audit process. The determination of a required payment under this provision will be made, after notice and hearing, by the Commission.

*Exclusions*

SAIDI will be reported as defined in this tariff. However, the Company may request exclusion of customer outage events that occur as a result of illegal work stoppages, civil unrest, criminal acts, actions or orders of any government branch or governing body that restricts vehicle movement or deployment of resources (road closures, etc.), natural disaster (flood, earthquake, etc.), or loss of service from a foreign utility.

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**1.9 SERVICE QUALITY (Continued)**

**E. Under Performance Measures (Continued)**

**4. SAIFI**

This metric measures the frequency of Interruptions that Customers experience during the performance year. The under performance payment will be assessed in any performance year in which the Company's statewide SAIFI exceeds 1.21 outage events.

*Exclusions*

SAIFI will be reported as defined in this tariff. However, the Company may request exclusion of customer outage events that occur during periods of, or as a result of illegal work stoppages, civil unrest, criminal acts, actions or orders of any government branch or governing body that restricts vehicle movement or deployment of resources (road closures, etc.), natural disaster (flood, earthquake, etc.), or loss of service from a foreign utility.

**5. Natural Gas Emergency Response**

This metric measures the Company's average annual response time to natural gas emergency calls. The under performance payment will be assessed in any year in which the Company's annual average natural gas emergency response time exceeds 60 minutes.

*Exclusions*

Natural Gas Emergency Response will be recorded and reported with no exclusions. The Company may request exclusion of certain events if the Company can demonstrate circumstances that are beyond the Company's control, which the Company took reasonable steps to address.

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
3rd Revised Sheet No. 7.10

**1.9 SERVICE QUALITY (Continued)**

**E. Under Performance Measures (Continued)**

**6. Customer Outage Credits**

This service quality provision is intended to compensate individual customers whose premises incur outages unrelated to MEDs that occur at the premises they occupy, and that exceed the following performance year standards:

Single Year Outages

\$50 annual credit to individual customers experiencing at least six (6) Interruptions.

\$50 credit to individual customers per Interruption lasting 24 hours or more.

\$200 credit to municipal pumping customers for any outage unrelated to MEDs that exceeds one (1) minute in duration.

Consecutive Year Outages

The credits below shall be in addition to Single Year Outage credits. This subsection shall not apply to municipal pumping customers.

\$75 to a customer after the second year if the customer experiences five (5) or more Interruptions in two (2) consecutive years.

\$100 to a customer after the third year if the customer experiences four (4) or more Interruptions for three (3) consecutive years.

\$125 to a customer after the fourth year, and after each consecutive year thereafter, if the customer experiences four (4) or more Interruptions for four (4) or more consecutive years.

Only customers who have continuously resided at the address experiencing the Interruptions for the consecutive years are eligible to receive the customer credits.

*Exclusions*

In addition to customer outage event exclusion for MEDs, the Company may request, on a case-by-case basis, that the commission limit the applicability of or exclude customer outage events that 1) result from storms or other large scale outage events occurring in close proximity to each other so as to restrict the Company's ability to effectively respond with Company and supplemental resources, or 2) were not reasonably within the control of the Company and the Company can demonstrate extraordinary circumstances warranting an exclusion. If the Company makes a request for exclusion, it shall provide public notice of the request by posting the relevant information on www.xcelenergy.com, and direct notice by bill insert to each city in which customers reside whose entitlement to credits may be affected by the outage exclusion. Such public and bill insert notices shall be published at least thirty (30) days prior to the hearing date on which the commission will hear the Company's request.

**7. Accurate Invoices**

This metric measures the level of accurate invoices issued to customers during the performance year. The under performance payment will be assessed in any performance year in which the annual accuracy rate is less than 99.3%.

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**1.9 SERVICE QUALITY (Continued)**

E. Under Performance Measures (Continued)

8. Invoice Adjustment Timeliness

This metric measures the Company's average number of cancelled billing periods on a rebilled invoice. The under performance payment will be assessed in any performance year in which the average annual number of cancelled billing periods exceeds 2.35.

*Exclusions*

Invoice Accuracy and Invoice Adjustment Timeliness will be recorded and reported with no exclusions. The Company may request exclusion of certain events affecting the accuracy rate or canceled billing periods if the Company can demonstrate circumstances that are beyond the Company's control, which the Company took reasonable steps to address.

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## **SECTION 2 RATE APPLICATION**

### **2.1 CLASSIFICATION OF CUSTOMERS**

A. Residential Customer

A residential customer is one using electric service for domestic purposes in space occupied as living quarters such as single private residences, duplex units, townhouse units, condominium units, apartment units, mobile homes, fraternity houses, sorority houses, and rooming houses. Domestic purposes or uses are domestic lighting, heating, cooking, and power service.

B. Farm Customer

A farm customer is one using electric service for the production of income for agricultural pursuits such as gardening, dairying, egg production, or raising of crops, livestock or poultry. A farm customer taking electric service for non-domestic purposes only may be considered a general service customer for rate application purposes. A farm customer using electric service for domestic and non-domestic purposes jointly may combine such uses through one meter on such rates as are available to general service customers or farm customers. However, where such use is combined and the non-domestic electric equipment totals less than one kilowatt of connected load, such farm customer shall be classified residential. Where electric equipment is used jointly for domestic and non-domestic purposes (such as a water pump), the major use of such equipment will determine whether it is classified for domestic or non-domestic uses.

C. General Service Customer

A general service customer is one using electric service for any non-domestic purpose. Hotels, greenhouses, nurseries, and kennels are specifically included in this classification. General service customers may be subdivided into categories defined as follows:

*Small Rate Classes* include customers with an actual demand less than or equal to 100 kW, and

*Large Rate Classes* include customers with an actual demand greater than 100 kW.

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(Continued on Sheet No. 6-9)

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## **2.2 AVAILABILITY OF SERVICE UNDER RATE SCHEDULES**

Availability of a rate schedule with respect to the purpose for which service thereunder may be used and the class or classes of customers to which the schedule applies shall be as specified in the rate schedule. Rate schedules are applicable to alternating current service only, except for those schedules which specifically state that they are available for direct current service.

Availability of service under a rate schedule at any particular location in a community or territory where the schedule is shown to be effective, and the kind of current, capacity, voltage, phase, and frequency which the Company holds itself out to supply, depends upon the proximity of the particular location to adequate Company facilities. The extent to which the Company will extend, enlarge, or change its facilities to supply service is determined by Section 5, STANDARD INSTALLATION AND EXTENSION RULES. In areas served by the Company's alternating current, low voltage network systems, all new customers and any customers desiring to change the voltage or type of service will be supplied only alternating current at available secondary voltage.

## **2.3 CHOICE OF OPTIONAL RATES**

When more than one rate schedule is available for the same class of service as indicated by the complete copy of the Company's rates open to public inspection in the Company's office, the Company will assist the customer in the selection of the rate schedule or schedules that, in its judgment, will result in the lowest cost of projected consumption, based on 12 months' service and on the information at hand. New customers may change to another rate schedule after a reasonable trial of the rate schedule originally designated. The Company may not be required to change a rate schedule for any customer after a change more often than once in 12 months unless another change, or changes, become necessary as a result of an order issued by the Public Utilities Commission or a court having jurisdiction. The Company will not be required to make any change in a fixed term contract except as provided therein.

Customer may choose to take service through a combination of the rate schedules for which the customer is eligible as described in Section 2.2, AVAILABILITY OF SERVICE UNDER RATE SCHEDULES. This combination may not exceed any two rate schedules that are available to customer. An exception to the combination provision will be the Automatic Protective Lighting Schedule which will not be counted as one of the two possible rate combinations. Any additional expenditures required in order to provide customer with service through a combination of rate schedules must be justified by the anticipated revenues or payments by customer to Company.

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(Continued on Sheet No. 6-10)

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**2.4 STANDBY, SUPPLEMENTARY, EMERGENCY, AND INCIDENTAL SERVICES**

Unless otherwise specifically provided, the company's rate schedules require that the customer's entire electrical requirements is received from the Company. The Company's service is not available for standby, supplementary, emergency, or incidental service with respect to any other source of power except when contracted for under a rate schedule providing for these services.

A. Definitions

1. *Standby Service* is defined as service available on a firm (scheduled or unscheduled) basis or non-firm basis through a permanent connection to supply replacement electric energy and power when the customer's normal source of electric energy supply is not available.
2. *Supplementary Service* is defined as service continuously available through a permanent connection to supplement or augment directly or indirectly another independent source of power.
3. *Emergency Service* is defined as service supplied through a temporary connection when the customer's usual source of supply has failed.
4. *Incidental Service* is defined as service continuously available through a permanent connection to provide power and energy for use by customer where such use is merely incidental to customer's operations and essentially for customer's convenience; e.g., (without limiting the generality of the foregoing), for voltage or frequency control, for partial lighting of selected or limited areas, or for operation of controls, battery chargers, starting devices, electric clocks, or other equipment requiring relatively small quantities of energy as compared with customer's total energy usage.

B. Parallel Operations

If a customer has an independent source of power that will be operated in parallel with the Company's system, such source of power must be operated as provided below. Any customer who operates their facility in non-compliance with these provisions will be subject to discontinuance of service.

1. No customer may connect an independent source of power in parallel with the Company's system without prior written consent of the Company. Any customer desiring to generate in parallel shall execute a contract with the Company that contains terms and provisions regarding metering, billing, technical, and operating parameters for the customer's independent source of power.
2. The interconnection of customer's facilities with the Company's system shall not interfere with the quality of the Company's service to any of its other customers.

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(Continued on Sheet No. 6-11)

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**2.4 STANDBY, SUPPLEMENTARY, EMERGENCY, AND INCIDENTAL SERVICES (Continued)**

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B. Parallel Operations (Continued)

3. The customer will provide the necessary equipment as approved by the Company to enable the customer to operate customer's independent source of power in parallel with Company's system. The customer's independent source of power will be designed so that the interconnection circuit breaker or load-break switch between the Company and the customer will open under the following conditions:
- deenergized Company system,
  - sustained line faults on Company's system, and
  - faults on customer's system.

A customer shall consult with the Company regarding these minimum requirements, additional protection recommended, proper operation of interconnect circuit breaker or load-break switch, and customer's independent source of power disconnecting device.

4. Since the power factor and the voltage at which the Company's system and a customer's system are operated will vary, each party agrees to operate their system at a power factor as near unity as possible in such manner as to absorb their share of the reactive power, and voltage as conducive to the best operating standards.
5. The Company reserves the right to discontinue service if continued parallel operation by the customer results in trouble on the Company's system, such as interruptions, ground faults, radio or telephone interference, surges, or objectionable voltage fluctuations, where such trouble is caused by a customer and the customer fails to remedy the causes thereof within a reasonable time.

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## **SECTION 3 METERING AND BILLING**

### **3.1 METERING AND TESTING**

#### Metering

The Company will furnish, install, and maintain one set of metering equipment for each account and rate schedule under which service is supplied. The location, number of meters and appurtenances, and specifics of installation will depend on the service arrangements and requirements of the rate schedules.

#### Company Meter Testing

The Company will maintain and test its metering equipment in accordance with the Public Utilities Commission's rules. In the event the Company's test shows a meter to have an average error of 2% fast or slow, the Company shall make an adjustment of the bills for service during the period of registration error if known, in accordance with Public Utilities Commission rules and Section 3.9 of its General Rules and Regulations. If the period of registration error is not known, a billing adjustment shall be applied to: (1) one-half the time lapsed since the last meter test; or (2) six months, whichever is less. If the amount of the average meter error cannot be determined because of failure of part or all of the metering equipment, the customer shall pay an amount based upon registration of check metering equipment or an estimated amount based upon the customer's consumption for comparable operations over a similar period.

#### Replacement of Malfunctioning Meters

The Company will replace a malfunctioning meter within ten calendar days of receiving a report from a customer questioning the meter's accuracy, or within ten calendar days of learning by some other reliable source that the meter is inaccurate.

(Continued on Sheet No. 6-14)

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### **3.2 METHOD OF DETERMINING DEMAND FOR BILLING PURPOSES**

The actual demand in kW is defined as the greatest 15-minute average load during the billing period. For determining the adjusted demand, the actual demand may require application of the average power factor, which is defined as the quotient obtained by dividing the kilowatt-hours used during the month by the square root of the sum of the squares of the kilowatt-hours used and the lagging reactive kilovolt-ampere-hours supplied during the same period. Any leading kilovolt-ampere-hours supplied during the period will not be considered in determining the average power factor. The demand for billing shall be determined as shown in the respective rate schedule.

### **3.3 READING FREQUENCY; CUSTOMER ACCOMMODATION**

#### Meter Reading Standard

Please refer to Section 1.9 of the Company's General Rules and Regulations.

#### Meter Reading Options

For those customers whose meters are inaccessible, and for whom a meter reading appointment during normal business hours would present a hardship due to work or other schedule conflicts, the Company will provide the following options: (1) meter reading appointments during the evening on weekdays; (2) meter reading appointments on a Saturday or Sunday; or (3) instructions for self-reading the meter.

### **3.4 MONTHLY BILLING**

Bills will normally be rendered monthly and may be paid by mail, or at the office of the Company, or to its duly authorized agents during regular business hours. A "month", as used for billing purposes, does not mean a calendar month, but means the interval between two consecutive periodic meter reading dates which are, as nearly as practicable, at 30 day intervals. The Company may read certain meters less frequently than once each billing month for customers under the Company's self meter reading procedure, or when the Company and customers otherwise mutually agree, except that a Company representative will read the meter at least once each 12 months. If the billing period is longer or shorter than the normal billing period by more than five days, the bill shall be prorated on a daily basis, except for the November, December and January billing periods whereby the bill shall be prorated on a daily basis whenever the billing period is less than 25 days or more than 40 days.

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(Continued on Sheet No. 6-14.1)

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### **3.5 AVERAGED MONTHLY PAYMENT PLAN**

Qualified customers may, at their request, be billed under the Company's Averaged Monthly Payment Plan. Such plan shall provide for 11 equal monthly payments based on the customer's previous use. The billing for the twelfth month will reflect the actual billing for that month adjusted for the credit or debit balance carried forward from the previous month. The Company will review the account during the Plan year to ascertain the reasonableness of the Plan amount under current rates or conditions of use of service, and the monthly payment will be adjusted accordingly. After 12 months, the customer will be automatically re-enrolled in the Averaged Monthly Payment Plan, unless the customer notifies the Company that they wish to cancel.

Averaged Monthly Payment Plan is subject to the following conditions:

Qualified Customers: To qualify for the Averaged Monthly Payment Plan, a customer must have a current payment status with the Company's utility bill and request to be enrolled in the Plan.

Removal from Plan:

- a. Customer shall automatically be removed from the Plan if any billed amount remains unpaid for two consecutive billing periods.
- b. Customer shall automatically be removed from the Plan if the customer closes their account.
- c. Customer shall be removed from the Averaged Monthly Payment Plan at any time at their request.

Account Balance: If participation in the Plan is terminated or canceled for any reason, the total amount owed on the account becomes due. The Company will refund any account credit as a credit on the customer's bill or, at the customer's request, by direct payment.

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(Continued on Sheet No. 6-15)

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**3.6 LATE PAYMENT CHARGE**

The bill balance is due on the date due printed on the bill. A late payment charge of 1.5% or \$1.00, whichever is greater, will be added to the unpaid balance two working days after the due date or as allowed by law. Customers under the Averaged Monthly Payment Plan or a payment arrangement will be assessed late payment charge on the lesser of the outstanding scheduled payments or the outstanding account balance. If any unpaid balance is \$10.00 or less, the late payment charge will not be applied. All payments received will be credited against the oldest outstanding total account balance before application of the late payment charge.

Residential customers, with limited fixed income may request waiver of the late payment charge on the "current bill" portion of each monthly bill. Limited fixed income customers are defined as those receiving social security or governmental assistance, pensions, disability, or fuel assistance.

The late payment charge will be waived in instances where a Company error is involved, where complications arise with financial institutions in processing automatic electronic payments, or where the bill is disputed. The Company will, for residential customers, waive the assessment of a late payment charge for one billing period in any 12 month period, at customer's request.

**3.7 BILL DATE DUE**

Bills are due and payable on the date due printed on the bill. For purposes of applying the late payment charge, the date due shown on the customer's bill shall be:

<u>Class</u>	<u>Date Due</u>
Large rate classes*	Not less than 15 days from current billing date.
All other classes	Not more than five days before next scheduled billing date.

\*A large rate class is defined as including customers with an actual demand greater than 100 kW.

Residential and Small General Service customers have the option of selecting a modified due date for paying their bill. The due date can be extended up to a maximum of 14 calendar days from the normal date. Customers selecting a modified due date will remain on that due date for a period not less than 12 months or may change back to the normal due date anytime. Customers receiving Cold Weather protection are not eligible for this option.

**3.8 ESTIMATED BILLS**

An estimated bill will be rendered if impractical for the Company to read the meter or customer fails to supply a meter reading form in time for the billing operation or in cases of emergency. An adjustment, if any, will be made in the bill based on the next meter reading.

(Continued on Sheet 6-16)

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### **3.9 BILLING ADJUSTMENTS**

#### In General:

In the event of a meter or billing an error resulting from: (1) an inaccurate meter; (2) an incorrect reading of the meter (3) incorrect application of a rate schedule; (4) incorrect connection of the meter (5) application of an incorrect multiplier or constant; (6), bill delay; (7) or other similar errors affecting billing as defined by the Public Utilities Commission, the Company shall recalculate the customer's bill consistent with the Public Utilities Commission's rules and its tariffs.

#### Underbilled

In the event the customer was under-billed, the Company may recalculate the bills for service during the period of the error, up to a maximum of one year from the date of discovery if the error results in under-charges.

In compliance with Minn. Stat. §216B.098, if a customer inquiry or complaint results in the Company's discovery of the undercharge, the Company may bill for undercharges incurred after the date of the inquiry or complaint only if the Company began investigating the inquiry or complaint within a reasonable time after when it was made.

#### Overbilled

In the event the customer was over-billed, the Company shall recalculate bills for service during the period of the error, up to a maximum of three years from the date of discovery. Adjustments of bills will be made in accordance with the rules prescribed by the Commission. Interest will be calculated as prescribed by Minn. Stat. §325E.02(b).

#### Threshold Amounts

If an existing customer was overcharged more than \$1.00, or a person no longer a customer was overcharged more than \$2.00 as a result of an error, the recalculated amount will be refunded or, where applicable, a credit on a bill shall be made. If a customer has been undercharged as a result of an error, the Company may bill the customer if the amount due exceeds \$10.00.

#### Billing Format

The first billing of the recalculated amount due will be separately billed on a form different from the normal bill form and include a complete explanation of the billing.

For payment arrangement terms, see Section 5 of the Company's Customer Rights Tariff.

### **3.10 RETURNED CHECK CHARGE**

There shall be a charge of \$15.00 for any check or draft submitted to the Company for payment which is dishonored or returned by the financial institution on which it is drawn.

### **3.11 ACCOUNT HISTORY CHARGE**

There shall be a charge of \$ 5.00 per account as defined by unique debtor and premise numbers to the authorized requesting party for providing account history when such request involves 10 or more premises, regardless of the type of account or number of meters.

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**3.12 SYNCHRONIZED BILL SERVICE**

Customers billed under the Company's Synchronized Bill Service will receive one bill each month for either residential or commercial service. Such service will provide one or more monthly synchronized bills which combine all premises for a customer into selected multi-site account bill statements. Customers need make only one payment covering the total amount due for all the accounts included in each synchronized bill. The Company may, at its sole discretion, select the bill date of a synchronized bill, limit the number of accounts included in any one synchronized bill and exclude accounts based on rate class or type, amount of bill, account arrearages, bill date or participation in other programs. Accounts can be combined from more than one bill date resulting in a delay of the bill statement mailing for all accounts until the synchronized bill date is reached. Customers may revert to standard billing upon request. Customers may request modifications to how their accounts are set up under synchronized bill service.

Synchronized bill service is subject to the following conditions:

- A. The most restrictive bill due date provision for the accounts combined in the synchronized bill will be applied in the Company-approved bill date when the synchronized bill is issued.
- B. The Company shall not be liable for any customer costs which may result from any refusal, delays or failure to provide synchronized bill service when requested, for synchronized bill account changes.
- C. Customers using synchronized bill service agree Company may modify at its option the meter reading date of all accounts on the synchronized bill to a single read date where Company has installed automatic meter reading facilities at such customer's service locations. The meter read date shall not revert to the prior read date except at the Company's discretion.

**3.13 DEMAND AGGREGATION CRITERIA**

Aggregation of a Commercial and Industrial customer's billing demands from multiple accounts for purposes of demand billing of the generation function may be allowed but only under special circumstances as described below.

- 1. The aggregated accounts must all be from the same customer and under that customer's authority and must all be part of a single operation process.
- 2. There must be a clear demonstration, base on actual empirical data of the accounts to be aggregated that they exhibit load and cost-of-service characteristics that are substantially different from those of class average.
- 3. The amount of load involved is sufficiently large to warrant the additional administrative and regulatory burden of establishing and maintaining a separate sub-class of service.
- 4. Demonstration of the above will in part be based on installation of interval data recording ("IDR") meters to obtain the necessary empirical data to determine if the load and cost characteristics are significantly different from the class average.
- 5. The customer will be responsible for the cost of the IDR metering and data analysis pursuant to the terms of the IDR meter and data provisions in this tariff.
- 6. If the analysis of data shows that aggregation is warranted and the customer chooses to go on the aggregation rate, the Company will reimburse the Customer for the cost of the IDR meters.

(Continued on Sheet No. 6-17.1)

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**3.14 INTERVAL LOAD DATA SERVICE**

Commercial and Industrial customers occasionally request the Company to provide continuous 15-minute (“interval”) load data to facilitate the customer’s own energy management efforts. Such data is usually not required for, nor a part of normal monthly billing statements from the Company.

Collecting and providing this interval load data requires a special Interval Data Recording (“IDR”) meter, which is not required for most utility service billing. It also requires special data processing that is not a part of normal utility service billing.

Therefore, upon request from a customer, the Company will provide the necessary special metering and corresponding special load data as described below.

1. If an IDR meter is already in place (because it is needed for billing the customer’s service, there is no charge for the meter.

If an IDR meter is not already in place and is not needed for the customer’s current service, the customer will be responsible for the installation and maintenance costs of the IDR meter. These costs will vary depending on the individual customer’s electric service requirements, but a typical installation cost is approximately \$400.00 (2009 dollars).

2. There will also be monthly fees for collecting, formatting, and transmitting the load data to the customer. These fees apply to all requests for the data, including where the IDR meter is provided as part of current service. The interval data may be available in more than one format (e.g. monthly or daily) and the fees will depend on the type of data requested. The fees will be subject to change as the costs of handling and processing change. A typical fee level is approximately \$75.00 to \$100.00 per month per IDR meter (2009 dollars).

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**3.15 METER EQUIPMENT MALFUNCTIONS**

**A. DEFINITIONS**

*“Meter Equipment Malfunction”* means the confirmed inaccurate measurement of a customer’s natural gas or electric usage by the Xcel Energy meter or other Company-installed usage measurement equipment installed for billing purposes at the customer location.

*“Investigate and Remediate”* means a field investigation of potentially malfunctioning meter equipment during which the technician either determines the equipment is not malfunctioning or resolves immediately in the field.

*“Investigate and Refer”* means a field investigation of potentially malfunctioning meter equipment that the technician confirms is malfunctioning, but is *unable to resolve* immediately in the field.

*“Remediate upon Referral”* means the resolution of a confirmed meter equipment malfunction, as referred from an initial field investigation.

**B. PERFORMANCE MEASURES**

The Company will track and report its average annual performance time for both Electric and Natural Gas Meter Equipment Malfunction Investigations and Remediation.

1. Natural Gas Meters

The Company will report and compare its average annual performance for Natural Gas Meter Equipment Investigations and Meter Equipment Remediation against the following average annual response targets:

<u>Investigate and Remediate-</u>	9 calendar days from the point the potential meter equipment issue is identified and a malfunctioning meter equipment order is issued.
<u>Investigate and Refer-</u>	9 calendar days from the point the potential meter equipment issue is identified and a malfunctioning meter equipment order is issued.
<u>Remediate upon Referral-</u>	15 calendar days from the point a meter equipment issue is confirmed via field investigation and a referral order is issued.

2. Electric Meters

The Company will compare its average annual performance for Electric Meter Equipment Investigations and Meter Equipment Remediation against the following average annual response targets:

<u>Investigate and Remediate-</u>	9 calendar days from the point the potential meter equipment issue is identified and a malfunctioning meter equipment order is issued.
<u>Investigate and Refer-</u>	9 calendar days from the point the potential meter equipment issue is identified and a malfunctioning meter equipment order is issued.
<u>Remediate upon Referral-</u>	1 calendar day from the point a meter equipment issue is confirmed via the field investigation and a referral order is issued.

(Continued on Sheet No. 6-17.3)

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**3.15 METER EQUIPMENT MALFUNCTIONS (Continued)**

**C. BILLING ADJUSTMENTS**

If the Company does not repair or replace natural gas or electric meter equipment found to be malfunctioning within ten calendar days (20 calendar days for natural gas Remediate upon Referral malfunctions), the Company will not rebill the customer for any under-billing amount owed for service occurring between the date the potential issue was identified and the date the Company remedied the meter equipment malfunction.

However, the Company may rebill for the amount owed for service occurring between the date the potential issue was identified and the date the Company remedied the meter equipment malfunction if the Company's actions were delayed as a result of any Exclusions identified in Section E below.

Subject to the requirements of the Meter Equipment tariff, the Company will apply its Billing Adjustments tariff language in Section No. 6 of the Company's GENERAL RULES AND REGULATIONS to any rebilling resulting from malfunctioning meter equipment.

**D. EXCLUSIONS**

In the case where the Company's field investigation identifies malfunctioning meter equipment, but the Company otherwise obtains accurate and consistent customer billing meter readings, the prescribed timeframes in Sections B and C above are not applicable.

The Company will make its best efforts to meet the prescribed timeframes in Sections B and C above. However, the following issues may cause delays in the Company's ability to investigate or remedy malfunctioning meter equipment in those prescribed timeframes, and make B and C above not applicable:

**Meter Access**

- Meter is inaccessible due to a physical object built around it or blocking it;
- Meter is inaccessible due to locked fence or other property access problem;
- Customer appointment is needed to gain access to meter and Company makes reasonable attempts but is unable to obtain timely access to meter and/or access to inside of premise;
- Property re-modeling prevents access;
- Vacant or unknown property ownership; or
- Customer refuses the Company access to meter and/or access to inside of premise;

(Continued on Sheet No. 6-17.4)

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**3.15 METER EQUIPMENT MALFUNCTIONS**

**D. EXCLUSIONS (Continued)**

**Volume and Environmental**

- Periods of emergency; Company work stoppages; catastrophe, natural disaster, civil unrest; or severe winter or other weather conditions (flood, etc.) preventing access to meter equipment, causing unusual levels of potential meter malfunctions, or causing difficulties in deployment of resources; or
- Significant or unusual events requiring metering resources to be deployed to other critical activities;

**Equipment**

- Equipment availability (appropriate meter/automated meter reading module not available);
- Catastrophic or systemic meter equipment failures or recalls;
- Instances requiring specially-made meter equipment;
- Customer non-compliance with established Codes and/or Company requirements; or
- Repair or replacement of other equipment and systems necessary to collect and transmit usage data such as AMR communication network equipment and associated devices.

**E. REPORTING**

The Company will file an annual Meter Equipment Malfunction Investigation and Remediation Report with the Minnesota Public Utilities Commission. The report will be filed as part of the Company's Annual Electric and Natural Gas Service Quality Reports due April 1 and May 1 of each year, respectively.

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## **SECTION 4 USE OF SERVICE RULES**

### **4.1 USE OF SERVICE**

#### A. Definitions

1. *Individual Company Metering.* Direct measurement by the Company, using a Company meter, of all electrical consumption of a customer supplied by Company.
2. *Redistribution.* The provision of unmetered electrical supply by a customer to customer's tenants or other occupant, or to any person who qualifies for unmetered service.
3. *Submetering.* The provision of metered electrical supply through a customer owned meter to a customer's tenants, cooperative or condominium owners, other occupants, or to a portion of the customer's own electrical consumption.
4. *Outside Sale.* The sale or provision of electrical supply by a customer to any other person outside the customer's building or property.
5. *Series Subtractive Metering.* An arrangement to measure consumption in a multiple occupancy unit building using individual Company meters on each occupancy unit in series with one Company master meter to measure total building consumption on the set of service entrance conductors or feeder supplying the individual occupancy units with billing for common area usage determined by Company formula.
6. *Building.* A self-contained complete structure, including movable and temporary structures separated by space or an area separation wall (as defined in the Uniform Building Code) from all other structures. Two or more structures shall not be considered a single building merely by the existence of skyways, tunnels, common heating or cooling facilities, common garages, entry halls or elevators, or other attachments.
7. *Occupancy Unit.* A room, office, apartment, or other space separated by walls or partitions that enclose the area, or a contiguous grouping thereof when occupied by a single customer.

(Continued on Sheet No. 6-19)

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**4.1 USE OF SERVICE (Continued)**

**B. General Rules**

Electric service may be used only for the purposes set forth in the respective rate schedules. Within its assigned service area, the Company is in the business of providing retail electricity to the ultimate consumer. Electricity is supplied for use by customer's household or business, and outside sale of such service is not permitted. The Company permits redistribution and submetering where allowed by law, but a landlord may not charge the tenants more than the landlord is charged by the Company.

The electric service equipment and associated building wiring of buildings must be arranged by the owner to facilitate individual metering of the electrical consumption of each building and occupancy unit. (Minnesota Statute §326B.106 Subd. 12 requires separate metering on most residential units). If desired by the owner, the Company will install and maintain necessary individual Company meters to measure consumption and tender bills on the applicable rate schedules to each customer and separately occupied buildings and occupancy units. Installation and maintenance of individual Company meters by the Company shall not relieve the owner or landlord of responsibility for electrical service equipment and associated building wiring, nor shall it relieve the owner or landlord of responsibility to notify the Company of a single-metered residential building.

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Electric service in a single-metered residential building, as defined pursuant to Minn. Stat. 504B.215, shall be billed to the landlord/building owner except when a de minimis exception exists. A de minimis exception to the determination that a building is a single-metered residential building exists if electrical service used in a common area but measured by an individual tenant's meter does not exceed an aggregate 1,752 kilowatt hours per year. The landlord shall bear the burden and cost associated with proving an exception. (Minnesota Statute 504B.215 Subd. 2 requires the landlord of a single-metered residential building shall be the bill payer responsible, and shall be the customer of record contracting with the utility, and requires the landlord to advise the utility of the existence of a single-metered residential building). Except where a de minimis exception applies, a single metered residential building includes the following situations: "shared meter" in which a utility meter measures service provided to a tenant's dwelling and also measures such service to areas outside that dwelling; or "mixed wiring" in which electric outlets, fixtures or devices outside the individual unit are included on an individual meter; or "mixed plumbing" when related to electric utility service such as when an electric water heater serves more than one individual unit. The Company shall respond to a tenant customer's request for a shared meter investigation within ten (10) business days. The Company's investigation shall consider whether a de minimis exception applies.

The following may be representative de minimis exception examples:

- Common area lighting fixtures up to two 100-watt light bulbs operating 24 hours/day, seven days per week.
- Common area outlets without constant motor loads, such as an outlet in a hallway used for housekeeping.
- Common area garage door opener for non-commercial use.

(Continued on Sheet No. 6-19.1)

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**4.1 USE OF SERVICE (Continued)**

**B. General Rules (Continued)**

The following representative examples would not be considered de minimis:

- Mixed wiring with another tenant unit.
- Laundry appliances accessible by multiple tenants.
- Common area lighting exceeding two 100-watt bulbs operating 24 hour per day, 7 day per week usage.

A landlord seeking to prove a de minimis exception shall do so by providing evidence establishing by actual measurement that the usage does not exceed 1,752 kilowatt hours per year. Where such actual measurement is not possible the landlord shall present written documentation from a licensed tradesperson or housing inspector that this usage is not likely to exceed 1,752 kilowatt hours per year. Such evidence must be presented prior to, during, or within 30 days of the conclusion of a shared meter investigation. A landlord of a building determined to be a shared meter building as a result of a shared meter investigation conducted prior to August 8, 2008 can present evidence of a de minimis exception at any time.

Upon discovery of a single-metered residential building, as defined pursuant to Minn. Stat. § 504B.215, whether shared metering, mixed wiring or mixed plumbing in which individual metered service had been established and billed, the Company shall, within thirty (30) business days, recognize and make adjustments to its records to reflect that the landlord/building owner is the bill payer responsible and customer of record. The Company shall strike from the tenant's account any outstanding charges billed for usage at the single-metered residential building address no matter how old the charges. The Company may rebill all or part of these charges to the landlord/building owner's account as of the date of discovery. Additionally, the tenant or landlord/building owner may seek additional adjustment of charges or challenge the Company's finding of a shared meter situation by filing a complaint with the Minnesota Public Utilities Commission, or by court action. Upon request, the Company will provide to the tenant available billing history in relation to such additional actions. The Minnesota Public Utilities Commission has determined that regardless of how or by whom an investigation is initiated leading to utility account adjustments, credits and/or refunds as herein described, the investigation and any resulting adjustments, credits and/or refunds shall implicate the protections of Minn. Stat. §§ 504B.285 subs. 2 and 3, and 504B.441.

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(Continued on Sheet No. 6-19.2)

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**4.1 USE OF SERVICE (Continued)**

B. General Rules (Continued)

In the event the landlord/building owner denies access to the building or fails to cooperate with an investigation to determine whether a single-metered residential building exists, as defined pursuant to Minn. Stat. § 504B.215, the building shall be presumed to be a single-metered residential building as defined pursuant to Minn. Stat. § 504B.215, and the landlord/building owner shall be the bill payer responsible and customer of record. The Company shall strike from the tenant's account any outstanding charges billed for usage at the single-metered residential building address no matter how old the charges. The Company may rebill all or part of these charges to the landlord/building owner's account as of the date of discovery. Additionally, the tenant or landlord/building owner may seek additional adjustment of charges or challenge the Company's finding of a shared meter situation by filing a complaint with the Minnesota Public Utilities Commission, or by court action. The Minnesota Public Utilities Commission has determined that regardless of how or by whom an investigation is initiated leading to utility account adjustments, credits and/or refunds as herein described, the investigation and any resulting adjustments, credits and/or refunds shall implicate the protections of Minn. Stat. §§ 504B.285 subds. 2 and 3, and 504B.441.

In order to reestablish individual metered service for the individual tenant units, the landlord/building owner shall be required to provide certification of a licensed electrician and/or plumber that the building has been inspected sufficiently to determine that all instances of mixed wiring, shared metering and mixed plumbing have been eliminated or that the building qualifies for a de minimis exception, as shown by actual measurement or by certification by a licensed tradesperson or housing inspector. Additionally, the building owner may be required by the Company to post a deposit equal to the expected charges for up to two months of usage for electric and/or gas service to the building.

(Continued on Sheet No. 6-19.3)

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**4.1 USE OF SERVICE (Continued)**

B. General Rules (Continued)

The Company shall have the right to verify the certification at the landlord/building owner's expense prior to establishing metered service for individual units. Such verification shall not relieve the landlord/building owner of its responsibility to be the bill payer and customer of record of a single-metered residential building as defined pursuant to Minn. Stat. § 504B.215.

In the event of discovery of a single-metered residential service, as defined pursuant to Minn. Stat. § 504B.215, after previous certification to reestablish individual metered service for tenants, in addition to the above adjustments, the building shall be ineligible for individual metered service for tenants without petition to the Minnesota Public Utilities Commission by the landlord/building owner and a showing by the building owner by clear and convincing evidence justifying the reestablishment of individual metered service for tenants. Additionally, the MPUC may require consent of the building's tenants in determining that reestablishment of the individual metered service for tenants is appropriate.

The Company will not install, operate, maintain, or acquire any series metering system. The Company may, however, require series subtractive metering for its own purposes to measure consumption and render bills for electric energy not otherwise measured.

Electricity is normally supplied to each separate customer through a single service and meter. The Company does not engage in the practice of doing interior wiring on customer's premises except for the installation and maintenance of its own property. The customer may combine the supply of electricity through one meter and one service to two or more buildings or occupancy units if they are located on the same or contiguous parcels of property and occupied by the same customer, solely for customer's own use. If separate buildings are occupied in whole or part by tenants of the customer, then each tenant occupied building, or area, or occupancy unit must be segregated from other loads of the customer and metered by the Company.

If more than one building with tenants, or portions of more than one building with tenants, are served through one meter, this practice may continue until such time as material structural changes are made that will result in major modifications to the customer's service entrance equipment. If such modifications do occur, provisions must be made to allow for individual Company metering of each tenant occupied building, or area, or occupancy unit. While the single meter service continues, the bill for the buildings will be computed as though each building used an equal portion of the total metered service and was separately billed. If more than one building with tenants, or portions of more than one building with tenants, were served through one meter prior to July 6, 1982, and the bills were computed by a different procedure, that procedure may continue until such time as major modifications are made to the service entrance equipment. At that time, the above provision for individual metering will apply.

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#### **4.2 CUSTOMER'S WIRING, EQUIPMENT, AND PROPERTY**

All wiring and equipment on customer's side of the point of connection, except metering equipment, will be furnished, installed, and maintained at the customer's expense in a manner approved by the public authorities having jurisdiction over the same.

Customer will protect all electrical equipment and systems with devices that conform to the industry accepted standard for the various classes of electrical equipment and systems to prevent fire or damage to equipment from electrical disturbances or fault occurring in the customer's system or in the supplying system. The "industry accepted standard" will be as required in the National Electrical Code and such additional devices as are prescribed by any public authority with jurisdiction over the installation of electrical facilities.

Any inspection of a customer's wiring and equipment by the Company is for the purpose of avoiding unnecessary interruptions of service to its customers or damage to its property and for no other purpose, and will not be construed to impose any liability upon the Company to a customer or any other person by reason thereof. In addition, the Company will not be liable or responsible for any loss, injury, or damage that may result from the use of or defects in a customer's wiring or equipment.

The Company may, however, at any time require a customer to make such changes in customer's electrical or non-electrical property or use thereof as may be necessary to eliminate any hazardous condition or any adverse effect which the operation of the customer's property or equipment may have on said customer, other customers of the Company, the public, or the Company's employees, equipment or service. In lieu of changes by the customer, the Company may require reimbursement from the customer for the cost incurred by the Company in alleviating an adverse effect on the Company's facilities caused by the customer's property.

The transformers, service conductors, meters, and appurtenances used in furnishing electric service to a customer have a definite capacity. Therefore, no material increase in load or equipment will be made without first making arrangements with the Company for the additional electric supply.

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## **SECTION 5 STANDARD INSTALLATION AND EXTENSION RULES**

### **5.1 STANDARD INSTALLATION**

A. Service at Secondary and Primary Voltage

Secondary voltage service is defined as single or three phase alternating current from 208 volts up to but not including 2,400 volts. Primary distribution voltage service is defined as three phase alternating current from 2,400 volts up to but not including 69,000 volts.

The Company will provide permanent service at the standard voltage and phase available in the area to the service location designated by the Company. The Company reserves the right to designate the type of facilities to be installed either overhead or underground. If requested by the Company, the customer shall execute an agreement or service form pertaining to the installation, operation, and maintenance of the facilities. Payments required under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, will be made on a non-refundable basis and may be required in advance of construction unless other arrangements are agreed to in writing by the Company. The facilities installed by the Company shall be the property of the Company, and any payment by customer will not entitle the customer to any ownership interest or rights therein.

Unless otherwise stipulated in the applicable agreement or service form and prior to any installation by the Company, the customer is required to provide the necessary right-of-way for the installation of the Company's facilities and to have the property developed so that the Company's facilities will be installed in a permanent location and can be installed without any delays caused by the customer.

For purposes under Section 5, STANDARD INSTALLATION AND EXTENSION RULES, the Company's costs are all direct and indirect expenses, including material, labor, overheads, and applicable taxes, incurred by the Company due to such an installation as determined by allocations under the Company's usual accounting methods.

When contributions in aid of construction (CIAC) are required from customers as specified in these Section 5, STANDARD INSTALLATION AND EXTENSION RULES, the CIAC will not be subject to a "gross up" adjustment for the income tax liability associated with such CIAC payments. However, an income tax "gross up" adjustment will be made in situations where customers or other parties purchase the Company's facilities. Common examples of purchases of Company facilities are when a customer purchases distribution facilities in order to obtain service at a higher voltage or when a municipality exercises its statutory option to replace the Company as the utility providing service within the City's boundaries and purchases or condemns the Company's existing distribution facilities.

The Company will install, own, and maintain on an individual project basis the distribution facilities necessary to provide permanent service. The customer will be required to pay, in addition to the applicable rate, a one-time charge of the following amounts, if applicable, to the Company.

(Continued on Sheet No. 6-23)

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

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
2nd Revised Sheet No. 23

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**5.1 STANDARD INSTALLATION (Continued)**

A. Service at Secondary and Primary Voltage (Continued)

1. *Service Installation*

- a. Residential. Company will extend, on private property, to a Company designated service location, a service lateral a maximum distance of 100 feet. When the necessary extension to a Company designated service location exceeds these limits, the customer will be charged for the additional extension according to the Excess Footage Charge set forth below. Customers requesting a preferred service location will also be charged the Excess Footage Charge for each circuit foot Company extends the installation beyond Company's designated service location.

Excess Footage Charge

Services	\$7.90 per circuit foot	R
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- b. Non-Residential. Company will extend, on private property, to a Company designated service location, a distribution lateral, the total cost of which must not exceed a sum equal to three and one half (3.5) times the customer's anticipated annual revenues, excluding the portion of the revenue representing fuel-cost recovery. When the cost of the necessary extension exceeds this limit, the customer will be charged the difference.

Excess Footage Charge

Excess single phase primary or secondary extension	\$8.00 per circuit foot	R
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Excess three phase primary or secondary extension	\$13.90 per circuit foot	R
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(Continued on Sheet No. 6-24)

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

**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
2nd Revised Sheet No. 24

**5.1 STANDARD INSTALLATION (Continued)**

A. Service at Secondary and Primary Voltage (Continued)

2. *Winter Construction.* When underground facilities are installed between October 1 and April 15, inclusive, because of failure of customer to meet all requirements of the Company by September 30, or because the customer's property, or the streets leading thereto, are not ready to receive the underground facilities by such date, such work will be subject to a Winter Construction Charge when winter conditions of six inches or more of frost exist, snow removal or plowing is required to install service, or burners must be set at the underground facilities in order to install service for the entire length of the underground service. Winter construction will not be undertaken by the Company where prohibited by law or where it is not practical to install underground facilities during the winter season. The charges immediately below apply to frost depths of 18" or less. At greater frost depths, the Company may individually determine the job cost. The Company reserves the right to charge for any unusual winter construction expenses. All winter construction charges are non-refundable and are in addition to any normal construction charges. If NSP gas and electric facilities are installed in a joint trench for any portion, the Company will waive the lower of the gas and electric winter construction charges on the joint portion.

<u>Winter Construction Charge</u>		
Thawing	\$600.00 per frost burner	R
Service, primary or secondary distribution extension	\$3.80 per trench foot	R

3. *Unusual Installation Costs.* The customer is required to pay the excess installation cost incurred by the Company because of:
- surface or subsurface conditions that impede the installation of distribution facilities,
  - delays caused by customer, or
  - paving of streets, alleys, or other areas prior to the installation of underground facilities.

Such payment, if any, will be determined by the Company based on actual costs.

(Continued on Sheet No. 6-25)

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

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
1st Revised Sheet No. 25

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**5.1 STANDARD INSTALLATION (Continued)**

B. Service at Transmission Voltage

Transmission voltage service is defined as three phase alternating current at 69,000 volts or higher. The availability of transmission voltage will be determined by the Company when requested by the customer. The service voltage available will vary depending on the voltage in the vicinity of the customer's service location. A customer electing to take transmission service for any portion of the customer's service will be considered a transmission service customer and any additional Company investments at the customer's location whether secondary, primary, or transmission voltage will be considered as Special Facilities.

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Transmission voltage service will be provided under the following conditions:

1. Such service does not adversely affect the reliability of the rest of the system or cast an undue expense on other ratepayers.
2. The customer will be metered at the lowest utilization voltage. Meter readings will be adjusted to compensate for transformer losses so as to be the equivalent of metering at the service delivery voltage.
3. The customer will be responsible for converting the customer's equipment to a higher voltage in the future if the Company must do so to carry higher loads over existing lines.
4. If in order to serve the customer, part of a transmission line extension must be built on property other than that owned by the customer, the whole line serving the customer will be built, owned, maintained, and operated by the Company. The customer will be responsible for reimbursing the Company for all expenses due to the acquisition of rights-of-way and permits on lines that the Company constructs. If the line extension is entirely on the customer's property, the customer may build, own, maintain, and operate it or request the Company to do so at the expense of the customer.
5. The customer must allow the Company access to all Company owned equipment for maintenance or emergencies. The customer's maintenance records for protective equipment must also be available to the Company for inspection.
6. The Company will not use condemnation procedures to acquire rights-of-way to provide transmission service if the customer can be served adequately and economically at primary voltage.

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(Continued on Sheet No. 6-26)

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

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
1st Revised Sheet No. 26

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**5.1 STANDARD INSTALLATION (Continued)**

B. Service at Transmission Voltage (Continued)

The requesting customer will be responsible for reimbursing the Company for all costs associated with required new or relocated transmission lines or extensions, changes to the distribution system and substation modifications. If the customer requests the Company to remove existing facilities, the customer will be charged the replacement cost less depreciation, less salvage, plus removal expense. If facilities are specifically installed for more than one customer requesting transmission service, the cost will be shared by the customers requesting this service. The customer shall execute an Electric Service Agreement specifying the appropriate charges. Payment shall be made in the form of a monthly facility charge. An optional one-time charge is available upon customer request.

**5.2 GENERAL EXTENSION**

Subject to its Section 5, STANDARD INSTALLATION AND EXTENSION RULES, the Company will extend, enlarge, or change its distribution or other facilities for supplying electric service when the product of the three and one half (3.5) times the anticipated annual revenue, excluding the portion of the revenue representing fuel-cost recovery from the sale of additional service to result there from is such as to justify the expenditure. When the expenditure is not so justified, the extension, enlargement, or change of facilities will be made only if the customer, at the Company's option:

- A. Pays to the Company the portion of the capital expenditure not justified by the product of three and one half (3.5) times the anticipated annual revenue, excluding the portion of the revenue representing fuel-cost recovery (with or without provision for refund of all or part of such payment),
- B. Agrees to pay a special monthly charge,
- C. Agrees to pay annually a specified minimum charge, or
- D. Agrees to a combination of the above methods.

In determining whether the expenditure is so justified, the Company will take into consideration the total cost of serving the applicant and will apply the general principle that the rendering of service to the applicant will not cast an undue burden on other customers. The Company's Section 5, STANDARD INSTALLATION AND EXTENSION RULES, imposes charges on customers for certain installation costs.

(Continued on Sheet No. 6-27)

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

**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
3rd Revised Sheet No. 27

**5.2 GENERAL EXTENSION (Continued)**

Non-refundable payments will be in the amount determined by subtracting from the total estimated installation cost the product of three and one half (3.5) times the anticipated annual revenue, excluding the portion of the revenue representing fuel-cost recovery, as set forth in Section 5.1, STANDARD INSTALLATION. Additional refundable payments may be required where service is extended and where customer occupancy is expected to be delayed. In such cases, for each additional customer served directly from the original contracted extension within five years from the date of its completion, the person who made the advance payment will receive proportionate refunds as additional customers take occupancy. The total of such refunds will in no event exceed the total refundable advance payment. Refunds will be made only for line extensions on private property to a single customer served directly from the original contracted facilities.

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**5.3 SPECIAL FACILITIES**

A. Definitions

For the purposes of Section 5.3 and the City Requested Facilities Surcharge Rider, the following definitions apply:

1. "Distribution Facilities" are defined as all primary and secondary voltage wires, poles, insulators, transformers, fixtures, cables, trenches, ductlines, and other associated accessories and equipment, including substation equipment, rated 35kV class and below, whose express function and purpose is for the distribution of electrical power from the Company's distribution substation directly to residential, commercial, and/or industrial customers. Distribution Facilities exclude all facilities used primarily for the purpose of transferring electricity from a generator to a substation and/or from one substation to another substation. As such, Distribution Facilities serve only customers on the primary and secondary rates of the Company.
2. "Transmission Facilities" are defined as all poles, towers, wires, insulators, transformers, fixtures, cables, and other associated structures, accessories and equipment, including substation equipment, rated 25kV class and above, whose express function and purpose is the transmission of electricity from a generator to a substation or substations, and from one substation to another.
3. "Municipality" is defined as any one of the following entities: a county, a city, a township or other unit of local government.
4. "City" is defined as either a statutory city or a home rule charter city consistent with Minn. Stat. §410.015 and §216B.02, Subd. 9.

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(Continued on Sheet No. 6-27.1)

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**5.3 SPECIAL FACILITIES (Continued)**

A. Definitions (Continued)

5. "Standard Facilities" are those facilities whose design or location constitute the reasonable and prudent, least-cost alternative that is consistent with the existing electric system configuration, will meet the needs of the Company's customers and will maintain system reliability and performance under the circumstances. In determining the design or location of a "Standard Facility", the Company shall use good utility practices and evaluate all of the circumstances surrounding the proposal, including (i) public and employee safety in the installation, operation and maintenance of the facility, (ii) compliance with the National Electrical Safety Code, other applicable engineering standards and electric utility norms and standards, (iii) electric system reliability requirements, (iv) the presence, age, condition and configuration of existing facilities in the affected area, (v) the presence and size of existing right-of-way in the affected area, (vi) existing topology, soil, spacing, and any environmental limitations in the specific area, (vii) existing and reasonably projected development in the affected area, (viii) installation, maintenance, useful life and replacement cost factors, and (ix) other relevant factors under the particular circumstances.
6. "Special Facilities" are non-standard facilities or the non-standard design or location of facilities as provided in Section 5.3(B).
7. "Excess Expenditure" is defined as the total reasonable incremental cost for construction of Special Facilities, including: the value of the un-depreciated life of existing facilities being removed and removal costs less salvage; the fully allocated incremental labor costs for design, surveying, engineering, construction, administration, operations or any other activity associated with said project; the incremental easement or other land costs incurred by the Company; the incremental costs of immediately required changes to associated electric facilities, including backup facilities, to ensure reliability, structural integrity and operational integrity of electric system; the incremental taxes associated with requested or ordered Special Facilities; the incremental cost represented by accelerated replacement cost if the Special Facility has a materially shorter life expectancy than the standard installation; the incremental material cost for all items associated with said construction, less salvage value of removed facilities, and any other prudent costs incurred by Company directly related to the applicable Special Facilities.

(Continued on Sheet No. 6-27.2)

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**5.3 SPECIAL FACILITIES (Continued)**

**B. General Rule**

1. When the Company is requested by a customer, group of customers, developer, or Municipality to provide types of service that result in an expenditure in excess of the Company designated standard service installation as provided under Section 5.1, STANDARD INSTALLATION, or designated standard Distribution Facilities or Transmission Facilities under Section 5.3 (A)(5) the requesting customer, group of customers, developer, or Municipality will be responsible for such Excess Expenditure, unless otherwise required by law. Common examples of Special Facilities include duplicate service facilities, special switching equipment, special service voltage, three phase service where single phase service is adequate, excess capacity, capacity for intermittent equipment, trailer park distribution systems, underground installations to wood poles, conversion from overhead to underground service, specific area undergrounding, other special undergrounding, location and relocation or replacement of existing Company facilities.
2. When requested under Section 5.3 (B)(1) the Company will evaluate the circumstances and determine the Standard Facility(ies) that would be appropriate to the particular situation. From this evaluation, the Company will determine the facilities design/configuration for the proposed project that meets the definition of a Standard Facility. This design/configuration shall constitute the Standard Facility for purposes of determining the Excess Expenditure associated with any requested or ordered Special Facility, including a Special Facility subject to a City Requested Facilities Surcharge or other rate surcharge.
3. Subject to the requirements of applicable law, and subject to the Company's previously scheduled or emergency work, the Company will initially install Special Facilities or will replace, modify or relocate to a Company-approved location or route its existing Distribution Facilities or Transmission Facilities (a) upon the request of a customer, a group of customers, developer, or upon request or lawful order of a Municipality if the Company determines the requested or ordered Special Facilities will not adversely affect the reliability, structural integrity, ability to efficiently expand capacity or operational integrity of the Company's Distribution Facilities or Transmission Facilities; and (b) the requesting or ordering customer, group of customers, developer, or Municipality arranges for payment of the Excess Expenditures under Section 5.3(E)(1) or 5.3(E)(2), or a requesting or ordering City elects that the Excess Expenditures for undergrounding of Distribution Facilities be recovered by surcharge under Section 5.3(E)(3).

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(Continued on Sheet No. 6-28)

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**5.3 SPECIAL FACILITIES (Continued)**

C. Special Facilities In Public Right-Of-Way

1. Whenever a Municipality as a governing body of public right-of-way orders or requests the Company to replace, modify or relocate its existing Distribution Facilities or Transmission Facilities located by permit in said public right-of-way to the extent necessary to avoid interference with construction on said public right-of-way, such facilities will be replaced, modified or relocated at Company expense, provided the construction is the Standard Facility(ies) installation designated by the Company.
2. If the Municipality requests or orders a facility other than the standard facility(ies) determined under 5.3(C)(1), the Company will provide the Municipality notification of the Excess Expenditure compared to the Standard Facility. If the Municipality requests or orders a type of construction with cost in excess of the Company designated standard construction, recovery of such Excess Expenditures will be subject to Section 5.3(E).
3. Except in emergencies, the Company has no obligation to commence initial construction of new Special Facilities, or to commence construction for replacement, modification, reconstruction or relocation of existing facilities, until the Company receives a permit, or other written authorization, from the Municipality (or its designee) having jurisdiction over use of the applicable public right-of-way, authorizing the construction at a Company-approved reasonable location within the public right-of-way or at a location established by lawful order of the Municipality.
4. The Company reserves the right to require an order from a Municipality if the Company determines the requested Special Facilities constitute an improvement primarily for the benefit of a landowner or other group and only an incidental benefit to public use of the right-of-way. The Company also reserves the right to challenge the lawfulness of a Municipality's order.

D. Underground Facilities Requirements

The following provisions apply when replacing overhead facilities with underground facilities:

1. The customer, at customer's expense, must engage an electrician to adapt the customer's electrical facilities to accept service from Company underground facilities.
2. The Company will allow reasonable time for the customer to make the necessary alterations to their facilities, before removal of the existing overhead facilities. The customer, group of customers, developer or Municipality must provide Company reasonable notice of the undergrounding request so Company may efficiently plan and install such facilities.

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(Continued on Sheet No. 6-29)

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**5.3 SPECIAL FACILITIES (Continued)**

D. Underground Facilities Requirements (Continued)

3. Perpetual easements will be granted Company at no cost to the Company whenever any portion of the underground distribution system is located on private land. Said private easements also will allow the Company access for inspection, maintenance, and repair of Company facilities.
4. The Company must receive, by franchise or permit, full access to its facilities installed underground for the purpose of inspection, maintenance, and repair of such facilities, such right of access to include the right to open public ways.
5. The Municipality will give sufficient notice and will allow the Company sufficient time to place its facilities beneath public ways while the same are torn up for resurfacing. The Municipality shall provide Company with access to the torn up public ways during such period so that Company will have unobstructed use of sufficiently large sections of the public ways to allow installation of the underground facilities in an economic manner.
6. Secondary voltage service supplied from an underground distribution lateral installation will require that the customer install, own, and maintain necessary conduits and secondary service conductors or bus duct to a point designated by Company within or adjacent to the secondary compartment of the transformer or vault. Company will make final connection of customer's secondary service conductors or bus duct to Company's facilities.
7. Secondary voltage service supplied from underground secondary service conductors require that the customer install, own, or maintain necessary conduits on private property to a point designated by the Company at or near the property line. The secondary service conductors usually will be installed by the customer in the customer's conduit, however, in some installations it may be preferred to have Company provide a continuous installation from the Company facilities through the customer conduit to the customer's service equipment. In these installations the customer must pay the total installed cost of the Company's cable installed on private property. The Company will make the final connection of customer's secondary service connectors to Company's facilities.
8. The customer, group of customers, developer or Municipality will be subject to any charges imposed as a result of the conditions set forth in Section 5.1, STANDARD INSTALLATION and charges for Special Facilities as provided in this Section 5.3.

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(Continued on Sheet No. 6-29.1)

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**5.3 SPECIAL FACILITIES (Continued)**

**E. Special Facilities Payments**

1. Where the requesting or ordering party is required to prepay or agrees to prepay or arrange payment for Special Facilities, the requesting or ordering party shall execute an agreement or service form pertaining to the installation, operation and maintenance, and payment of the Special Facilities. Payments required will be made on a non-refundable basis and may be required in advance of construction unless other arrangements are agreed to in writing by the Company. The facilities installed by the Company shall be the property of the Company. Any payment by a requesting or ordering party shall not change the Company's ownership interest or rights.

Payment for Special Facilities may be required by either, or a combination, of the following methods as prescribed by the Company: a single charge for the costs incurred or to be incurred by the Company due to such a special installation or a monthly charge being one-twelfth of Company's annual fixed costs necessary to provide such a special installation. The monthly charge will be discontinued if the special facilities are removed or if the requester eventually qualifies for the originally requested Special Facilities.

2. Where Special Facilities are requested or ordered by a Municipality which is not a City, or in circumstances other than those addressed in Section 5.3(E)(3), and payment is not made or arranged by the Municipality, the Company may seek approval of the Commission to allow the Excess Expenditures to be the responsibility of the Company's customers residing within the Municipality and may seek approval by the Commission pursuant to Minn. Stat. §216B to allow recovery of such expenditures from those customers through a rate surcharge or other method.

The Company will provide notice to an affected Municipality of any miscellaneous rate filing by Company under Minn. Stat. §216B.16, Subd. 1, to establish a Special Facilities surcharge applicable to customers in such Municipality. Customers in the applicable Municipality will be notified of (a) the implementation of the Special Facilities surcharge through a bill message during the month preceding the month of implementation of such surcharge, and (b) any change in the surcharge.

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(Continued on Sheet No. 6-29.2)

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**SPECIAL FACILITIES (Continued)**

E. Special Facilities Payments (Continued)

3. Where undergrounding of Distribution Facilities as a Special Facility is ordered by a City, and payment for excess expenditure is not made or arranged by the City, the Excess Expenditures will be recovered from the Company's customers located in the City through a rate surcharge set forth in Section 5.3 (F) and the City Requested Facilities Surcharge Rider subject to the following conditions:
  - a. The Company shall provide written notice to the City containing the following:
    - i. the estimated total excess expenditures required for the designated City undergrounding project and an estimate of the resulting surcharge;
    - ii. notice to the City Clerk that the City has sixty (60) days from its receipt of the notice to file with the Commission an objection to the proposed surcharge under Minn. Stat. §216B.17 or other applicable law. The notice shall contain a brief statement of facts and tariff or other legal authority on which the Company bases its right to surcharge the ratepayers located in the City.
  - b. Within the sixty (60) day period noticed by the Company, the City may give written notice to the Company of its intention to pay all, a portion or none of the estimated Excess Expenditures, or otherwise enter into an agreement with the Company regarding payment of any Excess Expenditures. If the City does not respond in writing within the sixty (60) days, it is deemed to have elected not to pay any portion of the Excess Expenditures and will have waived its right to object to the Company's right to surcharge ratepayers in the City for the Excess Expenditures. Such failure, however, is not a waiver of the City's right to object to the Company's Excess Expenditures surcharged to ratepayers in the City, which objection may be exercised pursuant to other applicable law.
  - c. A rate surcharge set forth in Section 5.3(F) and the City Requested Facilities Surcharge Rider may be used to recover the excess Expenditures of Distribution Facilities when such projects are initiated and controlled by a City even if the City does not act within its police powers to require the undergrounding project to be completed and the City and Company mutually agree in writing to using such a surcharge.

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(Continued on Sheet No. 6-29.3)

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**SPECIAL FACILITIES (Continued)**

E. Special Facilities Payments (Continued)

- d. The City may bring its objection to the proposed surcharge to the Commission by filing a statement of objection with the Commission and serving the Company within sixty (60) days. An objection proceeding shall not halt or delay the project, except for good cause shown. Notice and implementation of the surcharge shall be stayed until the Commission or a court of competent jurisdiction issues a final order or judgment.
- e. Nothing in this tariff is intended to establish or limit the rights of a Company customer that is a member of the class of customers surcharged or proposed to be surcharged from pursuing its rights under applicable law.
- f. Customers in the applicable City will be notified of: (i) the implementation of a City Requested Facilities Surcharge through a bill message during the month preceding the month the surcharge is commenced; and (ii) any change in a preexisting surcharge. The Company shall provide the Department and City the proposed notice to customers no less than sixty (60) days prior to the first day of the month in which the Company intends to notify customers of the surcharge.

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(Continued on Sheet No. 6-29.4)

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**SPECIAL FACILITIES (Continued)**

F. Costs of Special Facilities Recovered by City Requested Facilities Surcharge

1. The Excess Expenditure required for any Special Facility undergrounding of Distribution Facilities requested or ordered by a City shall be subject to surcharge in accordance with the provisions of this section and the City Requested Facilities Surcharge (CRFS) Rider, if the City does not prepay or otherwise arrange payment. The surcharge shall commence on such date as determined by the Company, but no earlier than the first full billing month following at least 60 days notice to the applicable City of the planned implementation date of a surcharge.
2. City Project Tracker Account. The Company will establish a City Project Tracker Account for the applicable City in order to track project cost recovery through customer collections. The initial balance in the Tracker Account will be the Company-determined Excess Expenditure for the applicable Special Facilities. Excess Expenditures for subsequent, additional City requested or ordered Special Facilities may be added to the Tracker Account balance at any time to the extent additional Excess Expenditures are incurred by Company. The Tracker Account balance shall be determined as follows:
  - a. The total Excess Expenditure (“EE”) for each City Special Facility undergrounding project to be recovered through a CRFS surcharge. The EE will be adjusted to reflect actual Company costs and any direct payments made by the City for the designated construction project;
  - b. Plus the Carrying Charge (“CC”) on the unrecovered or over-recovered monthly balance in the Tracker Account based on the overall rate of return from the Company’s most recent electric general rate case decision; and
  - c. Less the Recovered Project Costs (“RPC”) equal to the actual monthly amounts billed to customers in the applicable city through the CRFS Rider, subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings.

(Continued on Sheet No. 6-29.5)

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**SPECIAL FACILITIES (Continued)**

G. ATO/MTO Dual Feeder Service

1. Automatic Throw-Over/Manual-Over (ATO/MTO) Facilities (also referred to as Dual Feeder Facilities) are switchgears that transfer customer load between two feeders. ATO/MTO Facilities are Special Facilities and non-standard facilities as provided in the Company's rate book in Section 6, sub-section 5.3.
2. To obtain this service, Customer is required to execute the ATO/MTO Dual Feeder Agreement, included in Section 7 of the Company's Electric rate book.
3. The term "Excess Facilities" refers to any facilities, other than ATO/MTO Facilities, required for an alternate source of electric supply to accommodate the ATO/MTO Facilities, where these types of facilities are not required for a standard (e.g., non-ATO/MTO) installation, and shall include any necessary reinforcement of the Company's facilities. This also shall specifically exclude any rate associated with reserving capacity from the alternate source. The Company shall be the owner of the Excess Facilities. Any required replacement parts and related labor associated with Excess Facilities will be paid for by the Customer.
4. The ATO/MTO Facilities shall be depicted in a one-line diagram attached to the ATO/MTO Dual Feeder Agreement. Customer ownership begins at the point of delivery, as shown in the one-line diagram. Customer agrees that the ATO/MTO Facilities shown on that Agreement are adequate for the satisfactory operation of Customer's equipment during outages on the preferred source of electric supply to Customer. The ATO/MTO Facilities depicted in the Agreement provide automatic or manual load transfer (as designated in the Agreement) to an alternate source when the preferred electric source voltage is lost for any reason. It is recognized by Customer that the ATO/MTO Facilities will not guarantee non-interruptible service. Customer further recognizes that normal operation of ATO/MTO Facilities will cause momentary voltage variations of electric energy during load transfer. Customer agrees that the Company shall not be liable for any losses sustained by Customer due to such variations or any malfunction of the ATO/MTO Facilities.
5. The ATO/MTO Dual Feeder Agreement shall specify a future total demand not to exceed a certain level of kVA, and the Company's available capacity will not be designed to accommodate a level above this amount. The Company reserves the right during the term of the ATO/MTO Dual Feeder Agreement to limit this available capacity to the actual Customer peak demand achieved within 3.5 years following the date of the ATO/MTO Dual Feeder Agreement if the facility does not reach the kVA level designated in the ATO/MTO Dual Feeder Agreement within this timeframe. Electrical capacity shall be reserved by the Company assuming a power factor of not less than 90 percent lagging at the Company's metering point.

(Continued on Sheet No. 6-29.7)

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**SPECIAL FACILITIES (Continued)**

6. Customer grants to the Company a non-revocable easement to use the premises of Customer at locations satisfactory to the Company and Customer for the purpose of the ATO/MTO Dual Feeder Agreement, and agrees to confirm required easements by separate instrument without cost to the Company if so requested by the Company.
7. Where the ATO/MTO Dual Feeder Agreement designates that the Customer shall own the ATO/MTO Facilities, then the following provisions apply:
  - a. Customer will design, install, operate and maintain the ATO/MTO Facilities including all apparatus necessary to deliver and measure electric energy and electric service supplied through such ATO/MTO Facilities. Customer shall acquire ownership of the ATO/MTO Facilities at its own cost, and the ATO/MTO Dual Feeder Agreement will not include the cost of acquiring, installing, operating or maintaining the ATO/MTO Facilities.
  - b. In consideration of the investment to be made in Excess Facilities by the Company for modifications to its distribution facilities to accommodate the ATO/MTO Facilities, Customer agrees to pay the Company the estimated cost for the Excess Facilities prior to this work. This amount specifically includes only those costs related to designing, constructing and installing the applicable Excess Facilities and specifically excludes any rate associated with reserving capacity from the alternate source. In addition, winter construction charges will be added, as applicable. This estimated cost is subject to final 'true-up' to actual costs. Additional payment by the customer or credit to the customer will be paid upon the final 'true-up' notification.
  - c. Customer shall provide as part of the ATO/MTO Dual Feeder Agreement written operating procedures describing the primary and secondary electrical system design and operating procedures of the customer-owned equipment to the Company, for review and approval by the Company, prior to the installation date of the ATO/MTO Facilities. For any split bus configuration applicable to any Customer owned ATO/MTO Facilities, these procedures must ensure that all switching or system reconfiguration will be conducted with an open transition, except as approved by the Company.
  - d. Customer agrees that its operating procedures described in the ATO/MTO Dual Feeder Agreement are adequate for the satisfactory operation of Customer's equipment during outages on the preferred source of electric supply to Customer. Customer is responsible for the design and operating procedures that will ensure that the Company sources are not paralleled through customer-owned ATO/MTO Facilities unless allowed by its operating procedures as approved by the Company.
  - e. Any switching planned by the Customer, including return to normal operation or configuration, only shall be done with permission and under the direction of the Company Control Center.

(Continued on Sheet No. 6-29.8)

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**SPECIAL FACILITIES (Continued)**

7. Where the ATO/MTO Dual Feeder Agreement designates that the Customer shall own the ATO/MTO Facilities, then the following provisions apply: (Continued)

f. Consistent with the provisions in the Company's rate book in Section 6, sub-section 4.2, the Customer will follow the Company's policies and direction and make such changes in Customer's electrical or non-electrical property or use thereof as may be necessary to eliminate any hazardous condition or any adverse effect which the operation or malfunction of the Customer's property or equipment may have on said Customer, other customers of the Company, the public, or the Company's employees, equipment, or service.

8. Where the ATO/MTO Dual Feeder Agreement designates that the Company shall own the ATO/MTO Facilities, then the following provisions apply:

a. The Company will design, install, operate and maintain the ATO/MTO Facilities including Excess Facilities necessary to deliver and measure electric energy and electric service supplied through such ATO/MTO Facilities. The Company agrees to install the ATO/MTO Facilities and Excess Facilities with reasonable promptness, subject to the availability of labor and material and prior commitments to other customers.

b. In consideration of the investment to be made by the Company for the ATO/MTO Facilities and Excess Facilities, Customer agrees to pay the Company the estimated cost set forth in the ATO/MTO Dual Feeder Agreement prior to installation. This amount specifically includes only those costs related to designing, constructing and installing the applicable ATO/MTO Facilities and Excess Facilities, and specifically excludes any rate associated with reserving capacity from the alternate source. In addition, winter construction charges will be added, as applicable. This estimated cost is subject to final 'true-up' to actual costs. Additional payment by the customer or credit to the customer will be paid upon the final 'true-up' notification.

c. On an annual basis, the Company will conduct annual maintenance inspections and testing of ATO/MTO Facilities. All testing and maintenance inspections will be performed during the Company's normal working hours. If the Customer requests special arrangements be made for testing and maintenance to be performed outside of the Company's normal working hours, Customer will be required to pay the overtime rate.

d. Any required replacement parts and related labor associated with ATO/MTO Facilities will be paid for by the Customer including the replacement of fuses in the ATO/MTO Facilities for primary or secondary metered sites. Any ATO/MTO Facilities at the end of its service life will be replaced at Customer's expense.

9. The Company reserves the right to access the ATO/MTO Facilities for routine or special tests, operation, maintenance or repair to maintain delivery system reliability. However, the Company will make a good faith effort to notify Customer prior to any work performed.

(Continued on Sheet No. 6-29.9)

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**SPECIAL FACILITIES (Continued)**

10. The Company reserves the right to remove or change any preferred or alternate source from service for planned work or emergency situations at any time. The Company reserves the right to de-energize the preferred or alternate source during accidents, labor troubles, emergencies, or other causes or contingencies of whatever nature beyond the reasonable control of the Company; when required by the authority or orders of government; for maintenance; for planned repairs; or for new construction.
11. The Company will provide an estimate to the Customer for Customer approval before proceeding with any work beyond the annual maintenance inspections and testing.
12. Any Company caused damage due to gross negligence requiring replacement parts and related labor will be paid for and furnished by the Company at no additional cost to Customer.
13. If Customer no longer desires to utilize the ATO/MTO Facilities or when the ATO/MTO Dual Feeder Agreement has been canceled or its term has expired, then the Company may remove or disable any Company-owned ATO/MTO Facilities and Excess Facilities, and the related labor and other costs for this removal will be paid for by the Customer.
14. The terms and conditions pertaining to the ATO/MTO Dual Feeder Service are as set forth in the then current versions of this tariff for the ATO/MTO Dual Feeder Service and the tariffed ATO/MTO Dual Feeder Agreement, as the same may be revised from time to time as approved by the Minnesota Public Utilities Commission.
15. The term of the ATO/MTO Dual Feeder Agreement is ten years from the later of the date of the 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 request. The Agreement may be canceled by Company following the initial ten year term upon 180 days written or email notice to Customer.
16. Where there is an existing ATO/MTO Facility or Dual Feeder Facility at the time this tariff is first implemented, the Customer shall have 180 days, from the time the Company requests the Customer signature on the tariffed ATO/MTO Dual Feeder Agreement, to execute that Agreement. The signed Agreement will replace and supersede any prior agreement or understanding governing the ATO/MTO or Dual Feeder service. The Company shall not charge the Customer any additional installation cost for the existing ATO/MTO Facilities or existing Excess Facilities if that Agreement is timely signed. If within this 180 day period the Customer does not sign the tariffed ATO/MTO Dual Feeder Agreement, the Company will remove or disable the ATO/MTO service it provides to that Customer, including no longer reserving capacity on the Dual Feeder service. In such a situation any prior agreement or understanding governing the ATO/MTO service will be void.

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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**

**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
Original Sheet No. 30

**5.4 AUTOMATIC PROTECTIVE LIGHTING SERVICE**

When requested by a customer, the Company will provide area and directional units service to that customer, except a municipality or other governmental body if the service would be used for street lighting purposes. The Company will own, operate, and maintain the lighting unit including the fixture, lamp, ballast, photoelectric control, mounting brackets, and all necessary wiring. The Company will furnish all electric energy required for operation of the unit at the monthly rate per unit provided in the Company's rate schedule for Automatic Protective Lighting Service.

The Company will install a lighting unit on an existing utility owned wood pole upon which the Company's 120 volt or 277 volt lines are attached without an additional charge. Additional wood poles, overhead lines, and underground services are available upon payment of the applicable one-time charge. Optional monthly payments are available for requests for wood poles and overhead lines as listed below. A removal charge in the amount stated will be made if the customer discontinues service in less than three years or requests temporary service.

<u>Item</u>	<u>Optional Monthly Payment</u>	<u>Early Removal or Temporary Service Charge</u>
Area Units		
100 Watt High Pressure Sodium		\$75.00 per unit
250 Watt High Pressure Sodium		\$95.00 per unit
Directional Units		
250 Watt High Pressure Sodium		\$100.00 per unit
400 Watt High Pressure Sodium		\$100.00 per unit
Wood Pole		
35 foot	\$7.00 per pole	\$225.00 per pole
Overhead Span		
	\$3.90 per span	\$150.00 per span
Guy		
		\$65.00 each
Anchor		
		\$60.00 each

(Continued on Sheet 6-31)

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Minneapolis, Minnesota 55401

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

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
1st Revised Sheet No. 31

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**5.5 SERVICE CONNECTIONS**

The customer, without expense to the Company, will grant the Company right-of-way on customer's premises for the installation and maintenance of the necessary distribution lines, service conductors, and appurtenances, and will provide and maintain on the premises, at a location satisfactory to the Company, proper space for the Company's transformers, metering equipment, and appurtenances.

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The service conductors as installed by the Company from the distribution line to the point of connection with the customer's service entrance conductors will be the Company's property and will be maintained by the Company at its own expense.

The customer will provide for the safekeeping of the Company's meters and other facilities and reimburse the Company for the cost of any alterations to the Company's lines, meters, or other facilities necessitated by customer and for any loss or damage to the Company's property located on the premises. The exception is when such loss or damage is occasioned by the Company's negligence or causes beyond the control of the customer.

**5.6 TEMPORARY SERVICE**

The following special requirement is prescribed to govern temporary service:

A customer taking temporary service (less than five years) will pay the rate applicable to the class of service rendered and will pay in advance the Company's calculated cost, figured on a time and material basis, of the installation and removal of the facilities, including the meter required to furnish the desired service, less the salvage value of such facilities.

The Company may require the customer to make an advance payment sufficient to cover the estimated cost of service as described above.

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## **SECTION 6 CURTAILMENT OR INTERRUPTION OF SERVICE**

### **6.1 REFUSAL OR DISCONTINUANCE OF SERVICE**

With notice, the Company may refuse or discontinue service in accordance with the provisions of Minnesota Rules 7820.1000 through 7820.3000 and as described in Section 11. Any inconsistency between these tariff provisions and the rule provisions shall be resolved by applying the rule provisions for any of the following reasons: (1) failure to pay amounts payable when due, when the amount outstanding equals or exceeds the amount of the customer's deposit; (2) failure to meet the Company's deposit or credit requirements; (3) breach of contract for service; (4) failure to provide Company with reasonable access to its property or equipment; (5) failure to make proper application for service; (6) failure to comply with any of the Company's rules on file with the Public Utilities Commission; (7) if the customer has failed to furnish service equipment, and/or rights-of-way necessary to serve the customer as specified by the Company as a condition of service; (8) when necessary to comply with any order or request of any governmental authority having jurisdiction; and (9) when determined by the Public Utilities Commission as prescribed by relevant state or other applicable standards.

Upon such notice as is reasonable under the circumstances, the Company may temporarily discontinue electric service when necessary to make repairs, replacements, or changes in the Company's equipment or facilities.

Without notice, the Company may disconnect electric service to any customer: (1) for unauthorized use or if the customer has tampered with the Company's equipment; or (2) in the event a condition appears to be hazardous to the customer, to other customers, to the Company's equipment, or to the public. Any discontinuance of electric service will not relieve the customer from customer's obligations to the Company.

### **6.2 CURTAILMENT OR INTERRUPTION OF SUPPLY**

Without notice, Company may curtail or interrupt service to any or all of its customers when in its judgment such curtailment or interruption will tend to prevent or alleviate a threat to the integrity of its power supply. In such event the judgment of the Company will be deemed conclusive on all parties involved. The selection by the Company of the customers to be curtailed or interrupted will also be conclusive on all parties concerned, and the Company will be under no liability for any such curtailment or interruption. Any curtailment or interruption of supply will not relieve the customer's obligations to the Company.

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

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**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
1st Revised Sheet No. 35

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**6.3 BUSINESS INTERRUPTION**

If, for any cause not reasonably within the customer's control, including fire, explosion, flood, unavoidable accident, labor dispute, or government interference, the customer's electric load is substantially reduced because customer is partially or totally prevented from using all the electric service supplied by the Company, the demand ratchet portion of the Determination of Demand provision of the general service rates shall be suspended for the duration of the business interruption. Similarly, the Annual Minimum Demand Charge provision of customer contracts for the interruptible service rates shall be prorated to reflect the duration and level of customer's business interruption.

**6.4 CUSTOMER NOTICE OF PLANNED SERVICE INTERRUPTIONS.**

The Company shall give customers reasonable notice of any planned service interruption expected to last longer than 20 minutes. For any planned interruption expected to exceed four hours, the Company shall provide, if feasible, mailed notice one week in advance, and notice by telephone or door-to-door household visits 12 to 72 hours before the planned interruption. Planned service interruptions will be scheduled at times to minimize the inconvenience to customers. In the event that a planned service interruption exceeding four hours is canceled, the Company shall notify, where feasible, the customers who received notice that service would be interrupted.

**SECTION 7 COMPANY'S RIGHTS**

**7.1 WAIVER OF RIGHTS OR DEFAULTS**

No delay by the Company in enforcing any of its rights may be deemed a waiver of such rights, nor may a waiver by the Company of any of a customer's defaults be deemed a waiver of any other or subsequent defaults.

**7.2 MODIFICATION OF RATES, RULES, AND REGULATIONS**

The Company reserves the right, in any manner permitted by law, to modify any of its rates, rules, and regulations or other provisions now or hereafter in effect.

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