



414 Nicollet Mall  
Minneapolis, MN 55401

May 27, 2022

—Via Electronic Filing—

Will Seuffert  
Executive Secretary  
Minnesota Public Utilities Commission  
121 Seventh Place East, Suite 350  
St. Paul, Minnesota 55101

RE: SUPPLEMENTAL COMPLIANCE FILING – PEAK FLEX CREDIT  
PETITION LOAD FLEXIBILITY PILOT PROGRAMS AND FINANCIAL  
INCENTIVE MECHANISM  
DOCKET NOS. E002/M-21-101 AND E002/CI-17-401

Dear Mr. Seuffert,

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission (Commission) this Supplemental Compliance Filing in response to the Commission's March 15, 2022 Order and the Extension Request submitted on May 13, 2022 by Xcel Energy and the Advanced Energy Management Association in the above referenced dockets.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please feel free to contact me at [Jessica.k.peterson@xcelenergy.com](mailto:Jessica.k.peterson@xcelenergy.com) or 612-330-6850 or Angela Smelser at 612-370-3447 or [angela.r.smelser@xcelenergy.com](mailto:angela.r.smelser@xcelenergy.com) if you have any questions regarding this filing.

Sincerely,

/s/

JESSICA PETERSON  
MANAGER, STRATEGY AND PERFORMANCE

Enclosures  
c: Service List

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Joseph K Sullivan	Vice Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
John A. Tuma	Commissioner

PETITION FOR APPROVAL OF LOAD  
FLEXIBILITY PILOT PROGRAMS AND  
FINANCIAL INCENTIVE MECHANISM

**DOCKET No. E002/M-21-101**

IN THE MATTER OF COMMISSION  
INVESTIGATION TO IDENTIFY  
PERFORMANCE METRICS, AND  
POTENTIALLY, INCENTIVES FOR  
XCEL ENERGY'S ELECTRIC UTILITY  
OPERATION

**DOCKET No. E002/CI-17-401**

**COMPLIANCE**

### INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission (Commission) this Supplemental Compliance Report in response to the Commission's March 15, 2022 Order (at Ordering Point 1.a) and the Company's Request for Extension submitted on May 13, 2022 in the above referenced docket.

Ordering Point 1.a. states:

Xcel shall allow third-party aggregators to participate in a second tranche of the Peak Flex Credit pilot targeting an additional 43 MW of demand-response capacity, and make a compliance filing within 60 days describing in detail how Xcel will engage and contract with aggregators and any other program adjustments that need to be made. Xcel must engage and consider input from parties that commented on the Peak Flex Credit and aggregation in this proceeding before developing the compliance filing.

The Company engaged the Advanced Energy Management Alliance (AEMA) to discuss process and details to allow third-party aggregation to participate in the Peak Flex Credit. Other stakeholders including Vote Solar, Center for Energy and

Environment and Fresh Energy were invited to participate but did not make all or any of the preliminary discussions.

To adjust the Peak Flex Credit, which was designed as an Xcel Energy only product, new processes and contractual obligations are necessary. In the remainder of this Compliance, we detail these necessary adjustments and final details resulting from our ongoing discussions around process and differences necessary to successfully pilot aggregation as part of the Peak Flex Credit.

## COMPLIANCE REPORT

### I. PEAK FLEX CREDIT PROJECTIONS

As described in the March 2022 Order, page 9, Xcel Energy will launch the first tranche of the program for 43 MWs. We were recently informed of an error in our April 14, 2022 Compliance Filing that was submitted in the above referenced docket. Below is the modified estimated pilot participation for Peak Flex Credit. We apologize for the error.

**Table 1: Estimated Pilot Participation (Peak Flex Credit, first tranche)**

Year	2022	2023	2024
<b>Total Participants</b>	21	55	94
<b>Customer MW</b>	8	24	39
<b>MW Generator</b>	9	26	43

### II. AGGREGATION

Xcel Energy will launch the first tranche of the program for 43 MWs. This first tranche will be limited to individual customers who meet the 50-kW threshold. The second tranche of the program will be open to third-party aggregators upon approval of program details and contractual agreement for third-party aggregators, pending final approval of our tariff. This additional tranche will include an additional 43 MWs lead by one or more third-party aggregators.

To allow each tranche to be communicated similarly to customers, and therefore not impact the pilot findings, the Company intends to launch the tranches on similar timelines; though this may vary depending upon the timelines in which they receive

final approval by the Commission and how quickly additional tools and resources can be modified for aggregation.

At the Commission's direction, the Company updated tariff language (in Attachment A) to include third-party aggregation. The changes generally follow the tariff language proposed by AEMA in their Initial Comments filed on June 18, 2021. Additionally, we have made further refinements to the tariff filed in our April 14, 2022 Compliance filing based on continued conversation with AEMA. These changes include:

- *Availability:*
  - Including Aggregator Criteria (See Section A below for further detail)
  - Clarification of Customer Participation in Aggregation and Privacy Requirements
- *Program Requirements:*
  - Adjusted maximum control hours from 60 hours to 64 hours to better reflect recently approved tariffs for the Midwest Continental Independent System Operator (MISO);
- *Control Events:*
  - Addition of Economic Control details for Aggregators
  - Updating Testing Event language to reduce confusion regarding the process.

We have also adjusted the Section 7, 2<sup>nd</sup> Revised Sheet No. 88 to also reflect the above changes regarding required load control hours.

The Peak Flex Credit pilot was initially designed with the assumption that participants would be subject to the Company's Electric Service Agreement. Since Aggregators will be unable to follow the Electric Service Agreement, as they are not customers of the Company receiving service, we provide the Peak Flex Credit Aggregator Agreement (PFC Aggregator Agreement) in Attachment A as an addition to our Section 7 Tariff. This agreement details specifics regarding several program compliance requirements specific to aggregation. Where necessary, we provide further context to these changes below.

## **A. Aggregator Qualifications**

In AEMA's Reply Comments submitted in the above referenced docket on June 18, 2021, they discussed the need and support for customer protections. As part of those efforts, Xcel Energy and AEMA discussed the addition of three requirements for Aggregators to participate in the Peak Flex Credit.

Aggregators participating in the program must:

- be an active DER aggregator experienced in demand response aggregation in at least one retail market and two wholesale markets in the United States,
- have a 24/7/365 Network Operations Center (NOC) capable of monitoring and dispatching aggregations of demand response resources, and
- not be banned from doing business in an RTO Independent System Operator.

AEMA suggested these criteria on behalf of their members and the Company has agreed to include them as part of the Pilot parameters. The Company plans to re-evaluate Aggregator qualifications pending pilot results.

## **B. Customer Participation**

Customers participating with an Aggregator must provide written notice to the Company as well as provide the appropriate requirements to release energy usage data to the Aggregator. It is the sole responsibility of the Aggregator to obtain written consent and the Consent to Disclose Utility Customer Data form to facilitate this process. This form can be found on [www.xcelenergy.com](http://www.xcelenergy.com).

Further, the Aggregator, as outlined in the PFC Aggregator Agreement, must specify demand reduction obligation values for the year. Customer-specific tests must be conducted to verify load and the Aggregator must provide results before the Company will approve the load for use in the Peak Flex Credit Pilot. These details are outlined and provided in Attachment A to this Report.

## **C. Invoicing and Payment**

Pricing (the amount paid by the Company for the program) will remain consistent regardless of whether a customer participates directly with the Company or through an Aggregator. Pricing rates are established in the Peak Flex Credit Tariff. Aggregators are responsible for invoicing the Company for payment. This relationship is defined by the “Direct Credits” established in the Peak Flex Credit Tariff. Customers participating as part of aggregation will not receive a billing credit to their electric bill. The Company will compare the invoice to our customer records before payment. The details of this arrangement are included in the PCF Aggregator Agreement and do include the potential for a net decrease against the Direct Credit if Economic Events occur (described in more detail below) or if penalties are incurred. Penalties above what would be available as a Direct Credit will be invoiced directly to the Aggregator to be paid within 30-days.

## **D. Economic Control**

Another aspect of the program specific to Aggregators is how Economic Control will be addressed. Since customers participating directly in the program through the Company can elect to participate in the buy through option, this same option should be available to customers who work with Aggregators. Therefore, the tariff has been adjusted to allow Aggregators to designate sub-groups of customers to account for the different choices of different customers. Specifically, Aggregators may designate sub-groups that elect to buy through Economic Control events, and sub-groups that do not. If Aggregators choose to participate a sub-aggregation group in the buy through option, they are responsible for communicating and tracking buy through options to their customers.

## **E. Financial Review**

Should an Aggregator fail to meet its load obligation during a MISO Emergency Control Event, Xcel Energy (as the MISO Registrant) would be assessed penalties by MISO. The Peak Flex Credit Tariff seeks to receive penalties from customers and Aggregators to address non-compliance. Generally, customers will not have a significant load value as to impact a MISO penalty. An Aggregator, however, may have up to 43 MW, which could have a different impact.

In other contractual obligations where there is a risk of non-payment to the Company, the Company would typically require some form of credit-worthiness determination (e.g., a security deposit or letter of credit). Since we have included Aggregator Requirements and Peak Flex Credit is a pilot, we have forgone this requirement but have included a requirement for Aggregators to submit to a review of financial statements, longer term debt, credit reporting, etc., in order to participate. We believe this will be sufficient for the pilot but will be reviewing over the three years of the pilot.

## **CONCLUSION**

We respectfully request the Commission accept this Compliance filing and approve our revised tariff sheets and Peak Flex Credit Aggregator Agreement. Upon approval, the Company can move forward with beginning our launch efforts for the Peak Flex Credit Pilot.

Dated: May 27, 2022  
Northern States Power Company

**Redline**

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

PROPOSED

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

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

**PROPOSED**

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

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Northern States Power Company, a Minnesota corporation  
 Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**PROPOSED**

**PEAK FLEX CREDIT RIDER PILOT  
 RATE CODE A28**

Section No. 5  
 Original Sheet No. 50.1

**AVAILABILITY**

This is an experimental rate for load control incentive pilot program applicable for three years from the original effective date of this rate schedule.

**Xcel Energy Customers**

Customers under rate codes A14, A15 and A25 (once approved under Docket No. E002/M-20-86) may participate. Available to any non-residential customer who agrees to control demand to a predetermined level of at least 50 kW whenever required by the Company. Available to Peak Controlled Service and Peak Controlled Time of Day Service customers who transfer to General Service or General Time of Day Service to participate in the pilot program and agree to return to Peak Controlled Service or Peak Controlled Time of Day Service following participation in a Peak Flex Credit program. Participants cannot participate in multiple demand response programs at one time.

Customers participating in Peak Flex Credit may elect to use the services of an Aggregator provided that such arrangements do not violate the terms and conditions of the program. Customers that elect to participate with an aggregator must sign a consent agreement that specifies the authority that the customer has granted to the Aggregator, including the authority to access customer data. Data access can be granted through MyAccount or by completing a Consent to Disclose Utility Customer Data form.

**Load Aggregation**

Participants may include load aggregators that provide a minimum of 50 kW from one or more customers as long as the customers aggregated are served by an eligible rate schedule. Participants cannot participate in multiple demand response programs at one time.

An "Aggregator" is defined as a party other than the Company that represents and aggregates the load of customers who collectively reduce demand by at least 50 kW during defined Control Events and that is responsible for the actions of the customers it represents, including performance. Aggregators must meet the following criteria: (i) Aggregator represents and warrants that it is an active DR Aggregator experienced in demand response aggregation in at least one retail market and two wholesale markets in the United States; (ii) Aggregator will maintain and operate a Network Operations Center (NOC) which operates 24 hours per day, 365 days per year and is capable of monitoring and dispatching aggregations of demand response resources; (iii) Aggregator represents and warrants that it is not, and will not, be banned from doing business in any Regional Transmission Operation (RTO) Independent System Operator approved by the Federal Energy Regulatory Commission (FERC); and (iv) Aggregator shall meet all other availability criteria for the voluntary curtailment program as set forth in the Peak Flex Credit Tariff.

Aggregators shall sub-aggregate groups of customers who collectively can reduce demand by at least 50 kW. Aggregators must register each sub-aggregation of customers with the Company and identify the load reduction option selected for each sub-aggregation.

**CONTRACT**

Customers must contract for this tariff through the Peak Flex Credit Electric Service Agreement with the Company unless participation is through an Aggregator. The contract will include a one-year term of service with automatic annual renewals until such time as the customer requests to cancel participation in the program. Aggregators must contract for this tariff through the Peak Flex Credit Aggregator Agreement. Customers that elect to participate with an aggregator must sign a consent agreement provided by the Aggregator.

**DETERMINATION OF CUSTOMER BILLS**

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and/or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific credits and charges applicable to this service are listed below. Customers electing to participate with an aggregator will have no change to their electric service bill.

(Continued on Sheet No. 5-50.2)

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**PROPOSED****MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2****PEAK FLEX CREDIT RIDER PILOT  
 RATE CODE A28 (Continued)**

Section No. 5  
 Original Sheet No. 50.2

**BILL CREDIT OR DIRECT PAYMENT**

Customers will be paid through a credit applied to customer bills per kW of contracted demand reduction will be applied to customer bills for qualifying months according to customer selected load reduction options of:

1. Response time (Standard or Fast)
2. Control availability (All months or the four months of June through September)
3. Maximum annual control hours (64 or 100)

Customers electing to participate with an aggregator will receive compensation based on contractual obligations with their Aggregator. Direct Payments will be processed by terms of the Aggregator Agreement.

	<u>Credit per kW of Contracted Demand Reduction per Applicable Month</u>	
	<u>Maximum Annual Control Hours</u>	
	<u>Level 1</u>	<u>Level 2</u>
<u>Standard Response Time</u>	<u>64 Hours</u>	<u>100 Hours</u>
<u>All Months</u>	<u>\$4.55</u>	<u>\$4.75</u>
<u>Summer months</u>	<u>\$5.41</u>	<u>\$5.66</u>
<u>Fast Response Time</u>	<u>64 Hours</u>	<u>100 Hours</u>
<u>All Months</u>	<u>\$5.27</u>	<u>\$6.12</u>
<u>Summer months</u>	<u>\$6.49</u>	<u>\$7.41</u>

**RESPONSE TIME OPTION**

**Standard Response Time:** Customer or aggregator is responsible for controlling their load when requested by Company. Company will take all reasonable efforts to provide customers and aggregators with a minimum one-hour advance notice of Control Events.

**Fast Response Time:** Customer or aggregator automatically controls load within ten minutes of notice from Company using Company-approved equipment. Customers that do not respond to a control event within ten minutes will be considered Standard Response Time customers.

**CONTROL AVAILABILITY OPTION**

**All Months:** Customer load control may be required during any month. Bill credits will be applied all months.

**Summer Months:** Customer load control may be required during the four months of June through September. Bill credits or aggregator payments will be applied to these four billing months. All Direct Credits will be applied to the aggregator as defined in the Aggregator Agreement.

**ANNUAL CONTROL HOURS OPTION**

**Level 1:** Maximum of 64 annual control hours, with a maximum 20 buy-through hours.

**Level 2:** Maximum of 100 annual control hours, with a maximum 64 buy-through hours.

Maximum annual control hours include all types of control periods

**FAILURE TO CONTROL PENALTY**

Failure to Control Charge: An additional charge of \$4.00 per kW for Level 1 service and \$6.00 per kW for Level 2 service will apply during each Required Control Event to the amount by which customer's Maximum Actual Demand or Maximum Actual On-Peak Period Demand exceeds their Firm Demand level. After three such customer or aggregator failures to control, the Company reserves the right to increase the Firm Demand or cancel service with this tariff.

(Continued on Sheet No. 5-50.3)

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 Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**PROPOSED**

**PEAK FLEX CREDIT RIDER PILOT  
 RATE CODE A28 (Continued)**

Section No. 5  
 Original Sheet No. 50.3

## **CONTROL EVENTS**

### **1.0 Required Control Events**

Required Control Events do not include a customer buy-through option. A failure to control charge will apply when a customer or aggregator does not fully provide their contracted demand reduction during a required control event, as described in the Terms and Conditions of Service. Required Control Events include Standard Events and Test Events.

### **1.1 Standard Events**

Required Control Events will normally occur in response to emergency events declared by the Midcontinent Independent System Operator (MISO) or when the Company determines that system conditions may endanger reliability during a contingency event. The duration of each standard control event will be a minimum of one hour and a maximum of four hours. There is a limit of 10 standard control events each year.

### **2.0 Economic Control Events**

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

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

Customers and Aggregators will be electronically notified at least two hours in advance (in order for the Customer and Aggregator to provide election) of an Economic Control Event. Notice will include buy-through availability, the time period of the event, and the buy-through price per kWh as determined by the Company. Multiple Economic Control Events may occur during a single day. Aggregators participating in the buy-through option are responsible for communicating and tracking buy-through options for all Customers set forth in the Aggregator Agreement.

### **3.0 Test Events**

Customers and Aggregators are required to annually participate in a single one-hour Test Event to demonstrate availability of their contracted demand reduction if less than three (3) Required Control Events have been dispatched through the ordinary course of operations. Test Events will be conducted according to the selected options specified in the customer's Electric Service Agreement or Aggregator Agreement.

## **DETERMINATION OF DEMAND**

### **Contracted Demand Reduction**

The customer contract will specify the demand reduction obligation values for the year. This load commitment can vary by season but must exceed 50 kW for any month of customer participation. Customers are expected to reduce load by the amount of the contracted load reduction during Control Events. The Company will evaluate customer demand reductions during Control Events for compliance with contracted levels. In the case of non-compliance with contracted demand reduction levels, the Company may require a contract revision.

(Continued on Sheet No. 5-50.4)

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 Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**PROPOSED**

**PEAK FLEX CREDIT RIDER PILOT  
 RATE CODE A28 (Continued)**

Section No. 5  
 Original Sheet No. 50.4

For aggregators, the Peak Flex Credit Aggregator Agreement will specify the demand reduction obligation values for the year. This load commitment can vary by season but must exceed 50kW for any month of customer participation. Aggregators are expected to reduce load by the amount of the contracted load reduction during Control Events. The Company will evaluate customer demand reductions during Control Events for compliance with contracted levels.

The Company will provide a Remote Terminal Unit (RTU) at no charge to provide customers with their usage data at 15-minute intervals. A customer's meter interval data will be used to measure and confirm the full contracted demand reduction is provided during Control Events. Aggregators may install their own metering and communications equipment for sub-aggregated customers at their own expense but must be approved by the Company for use during Fast Response Options.

Actual Demand in kW shall be determined according to the Determination of Demand provision in the base tariff.

Firm Demand shall be specified a fixed demand level agreed to by the customer or aggregator and Company. Customers and aggregators must agree to limit load to the firm demand level during a Control Event.

Controllable Demand shall be the difference between Adjusted Demand during the billing month and the Firm Demand, but never less than zero.

#### **TERMS AND CONDITIONS OF SERVICE**

1. Customers choosing the Standard Response option must allow Company to install, inspect and approve the load control (RTU) installation and equipment provided by the Company unless they are participating through an aggregator. RTU's will not be made available to customers participating through an aggregator. Aggregators may install their own metering and communications equipment for sub-aggregated customers. The system equipment allows NSP to remotely determine customer load levels and to notify customers of control periods. Customer may be required to provide auxiliary contacts for remote indication of position of switch or circuit breaker used to control demand and wire auxiliary contacts into a connection point designated by Company, install remote breaker equipment provided by the Company, and provide a continuous 120 volt AC power source at the connection point for operation of the Company remote breaker indication equipment.
2. Customers choosing Fast Response options will have the option to have the Company install, at the customer's own expense, equipment specified by the Company for compliance with the conditions required for fast response to Control Periods. At no additional cost to the customer, Company will be responsible for ongoing maintenance and upkeep of installed equipment.
3. Customers requesting special facilities will be charged the additional costs incurred for such facilities.
4. Customer shall not be liable for any loss or damage caused by or resulting from any interruption of service.

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 Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**PROPOSED****COMMERCIAL THERMAL STORAGE PILOT**

Section No. 5  
 Original Sheet No. 50.11

**AVAILABILITY**

This Pilot is available for three years from the original effective date of this rate schedule. Program participants are required to follow the terms and conditions outlined in our Custom Efficiency program (also referred to as the Custom Analysis) as approved by the Department of Commerce in Docket (same) through our Conservation Improvement Program (CIP).

Available to commercial customers under rate codes: Small General, A9, A10, A11 and A13, Small General Time of Day (A12, A16), General Service (A14) and General Service Time of Day (A15) Peak Control (A20) Peak Control Time of Day (A21).

**EQUIPMENT INCENTIVES & BILL CREDITS**

Incentives and ongoing bill credits are available to eligible customers who install a thermal storage system for load shifting. Customers will receive an upfront Equipment Incentive for installing the equipment as well as a recurring incentive in the form of an annual Bill Credit for as long as they are enrolled in the product and will be subject to the terms of the Custom Analysis. The new measures will reduce system load by curtailing the refrigeration system and or cooling system during system peaking conditions and by charging the thermal storage medium during overnight hours of lowest carbon intensity.

An incentive of 10% of the installation cost of the thermal storage system will be paid to the customer following a cost-effective outcome of the Custom Analysis. This incentive will be based on a customer analysis conducted by the Company under our Custom Efficiency.

The customer will receive an annual incentive of 5% of the installation cost of the thermal storage system in the form of an annual bill credit for as long as the customer participates in the load shifting program. The Commercial Load Shifting Pilot will require the customer to adjust the charging and discharging schedule of their thermal energy storage system on a seasonal (up to four times per year) basis. Bill credits will be provided to customers for load shifting as part of their October billing cycle.

**LOAD SHIFTING**

Curtailment and charging schedules will be adjusted quarterly and the Company will notify the participant with a new schedule at least 30 days prior to the start of the next quarter.

Schedules will require four continuous hours of curtailment and charging. Additional hours of curtailment or charging may be at the customer's discretion. Curtailment will only be requested on non-holiday weekdays between the hours of noon and 9 p.m., based on the Company's forecasted peaking needs. Charging will only be requested after 9 p.m. and before 6 a.m. the following day and will align with the hours of lowest carbon intensity.

(continued on Sheet No. 5-50-12)

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 Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**PROPOSED****COMMERCIAL THERMAL STORAGE PILOT (Continued)**

Section No. 5  
 Original Sheet No. 50.12

**TERMS AND CONDITIONS****1. Eligibility**

1.1 The participating customer must: (1) be a retail rate paying electric business customer of Xcel Energy, (2) have not opted-out of the Conservation Improvement Program, and (3) have not already ordered or purchased project related equipment prior to submitting a program application.

**2. Customer Communications**

2.1 Customer consents to receive communications from Xcel Energy relating to the custom analysis and related required documentation for the Pilot in electronic format sent to Customer's email address.

**3. Compliance with Terms and Conditions**

3.1 Xcel Energy reserves the right to refuse payment if the customer violates program terms and conditions.

**4. Program Term and Withdrawal**

4.1 Xcel Energy may discontinue the Pilot at any time for any reason.

4.2 Customer will notify Xcel Energy in the event the customer wishes to unenroll from the Pilot.

4.3 Participation in the Program shall continue for a period of not less than one year (12 months) from the time Xcel Energy confirms enrollment of Customer's thermal energy storage system.

4.4 Seasonal thermal storage charging and discharging schedules will be provided to the customer at least thirty (30) days prior to the start of the following season.

4.5 Xcel Energy will spot-check random days of each season to ensure the customer is controlling their system to the required schedule. Spot checks may be performed by analyzing the customer's billing data or by requesting data from the thermal storage system manufacturer.

4.6 Participation shall remain in effect, unless terminated pursuant to Xcel Energy's tariffs or until the Program is discontinued by Xcel Energy. Xcel Energy will give this Program discontinuation notice to Customers at least sixty (60) days prior to such early termination date.

4.7 The Customer will notify Xcel Energy when replacing or removing a thermal energy storage system enrolled in the Program. Removal of a system without an eligible replacement will be deemed by Xcel Energy as a Customer-initiated termination. Customers replacing a previously enrolled thermal energy storage system must re-apply for the program.

4.8 The Customer will notify the business solutions center when they transfer ownership of a property that is enrolled in the Program.

4.9 If the Customer fails to honor these terms, Xcel Energy shall have the right to terminate this Agreement at any time. If Xcel Energy or the Customer terminate this agreement, Xcel Energy can immediately discontinue payment of the Bill Credit. Xcel Energy reserves the right to refuse participation of a customer that requests re-enrollment into the Program in these Pilot Terms.

(continued on Sheet No. 5-50-13)

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**PROPOSED****COMMERCIAL THERMAL STORAGE PILOT (Continued)**

Section No. 5  
 Original Sheet No. 50.13

### 5. Sharing of Xcel Energy Customer Information

5.1 Xcel Energy may share this data directly with service providers performing services on behalf of Xcel Energy, and will use this data to validate the customer's eligibility to participate in the Pilot, to study and evaluate the benefits that the Pilot provides to the power grid, in connection with proceedings before the Minnesota Public Utilities Commission, to support power grid planning and management, to share aggregated and anonymized findings, and to inform Pilot operations.

5.2 If the Customer withdraws from the Pilot or if the Pilot is discontinued by Xcel Energy, Xcel Energy's will cease the sharing of Xcel Energy Customer Information without reasonable delay.

### 6. Preapproval

6.1 Written preapproval from Xcel Energy is a precursor for all customized solution projects and is deemed to have been granted as of the date noted on the Xcel Energy preapproval letter through the Custom Analysis. Project purchase orders, contracts, equipment orders, equipment shipping and/or invoice dates that precede Xcel Energy's preapproval notification may exclude or invalidate all or portions of the project. Customer project engineering costs may be incurred prior to the preapproval date to identify implementation alternatives. In these instances, the customer must include these costs as part of the custom analysis documentation so they can be included as part of the project scope. Xcel Energy funded engineering study costs are not included as part of a customer's project cost. The customized solution offer will remain available during the specified timeframe noted on the preapproval letter. The completed project will be reviewed and analyzed by Xcel Energy upon receipt of full documentation. Xcel Energy acknowledges that savings and rebate projections may change over the course of the preapproval timeframe, which could affect project's feasibility or cost-effectiveness.

The most common reasons for projection changes include changes in scope (selected different products), changes in quantity of equipment installed, or changes in incremental costs (+/- 10%). The aforementioned changes may result in an adjusted incentive offer or failing the custom analysis. The incremental savings and costs are defined as the net difference between the baseline (less efficient situation) and the higher energy-efficient alternative.

(continued on Sheet No. 5-50-14)

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**PROPOSED****COMMERCIAL THERMAL STORAGE PILOT (Continued)**

Section No. 5  
 Original Sheet No. 50.14

**7. Limitations**

- 7.1 Xcel Energy may change program terms and conditions at any time based on future performance, pilot modification, technology upgrades, and changes to Xcel Energy's electrical distribution system. Any such changes will be communicated to Customer by e-mail at least thirty (30) days prior to deployment of such changes.
- 7.2 Xcel Energy may revise or cancel programs or cap annual incentive amounts at any time.
- 7.3 Xcel Energy reserves the right to adjust the rebate amount based on projection changes.
- 7.4 These terms and conditions shall be modified or amended if required to comply with any applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this agreement.
- 7.5 The customer agrees to protect and hold harmless Xcel Energy from any and all claims, damages and liability caused by fault or negligence, or failure to comply with this agreement. If Xcel Energy is made a party (without fault on its part) to any lawsuit or arbitration started by or against the customer, the customer agrees to protect and hold Xcel Energy harmless, and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. The Customer also agrees to pay all costs, expenses and reasonable attorneys' fees that Xcel Energy may incur or pay in enforcing this agreement.

**8. Requirements**

- 8.1 Projects must be completed (installed and operational) prior to the preapproval offer expiration time frame.
- 8.2 Projects that are completed must submit their related documents and invoices within one (1) year of the operation.
- 8.3 Equipment Incentives and Bill credits apply to new equipment only. Leased equipment may qualify. Used equipment does not qualify.
- 8.4 Incentives do not imply any representation or warranty of equipment, design or installation by Xcel Energy.
- 8.5 Xcel Energy shall not be responsible or liable for any personal, property or other damage caused by this equipment.
- 8.6 Xcel Energy does not guarantee any energy savings.
- 8.7 Xcel Energy's potential liability shall be limited to the amount of the equipment incentives.
- 8.8 Customers are responsible for ensuring that equipment installed for this program meets all applicable codes, standards and regulatory requirements

(continued on Sheet No. 5-50-15)

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**PROPOSED**

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**COMMERCIAL THERMAL STORAGE PILOT (Continued)**

Section No. 5  
Original Sheet No. 50.15

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**9. Verification**

- 9.1 Xcel Energy will conduct measurement & verification for this program following the custom analysis M&V process and report information to the Minnesota Public Utilities Commission. Projects that are over 1 GWH will require pre & post monitoring.
- 9.2 Seasonal thermal storage charging and discharging schedules will be provided to the customer at least thirty (30) days prior to the start of the following season.
- 9.3 Xcel Energy will perform M&V on random days of each season to ensure the customer is controlling their system to the required schedule. The M&V may be performed by analyzing the customer's billing data or by requesting data from the thermal storage system manufacturer.

**10. Scheduling Parameters**

- 10.1 Schedules will require four continuous hours of curtailment and charging. Additional hours of curtailment or charging may be at the customer's discretion.
- 10.2 Curtailment will only be requested between the hours of noon and 9 p.m., based on the Company's forecasted peaking needs.
- 10.3 The Company intends to align charging periods for the pilot within the hours of highest forecasted carbon-free renewable low-cost energy generation on the system as much as possible. Charging will be requested after 9 p.m. and before 6 a.m. the following day.

**11. Governing Law; Disputes.**

- 11.1 The Customer and Xcel Energy agree that all disputes arising out of these Pilot Terms or the Pilot shall be subject to this section. The internal laws of the State of Minnesota, without regard to conflicts of law's provisions, govern the Pilot and these Pilot Terms and any action brought with respect to the Pilot Terms or the Pilot shall be brought in the courts located in Minneapolis, Minnesota.

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

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Northern States Power Company d/b/a Xcel Energy  
Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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

Section No. 7  
~~2nd~~3rd Revised Sheet No. 8

13. (Continued)

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

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

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

14-15. FAILURE TO CONTROL: If in any month Customer fails to control load to predetermined demand level when requested by Company, the additional charge specified in the Rules for Application of Peak Controlled Services shall be applied to the amount by which Customer's maximum adjusted demand during any control period exceeds predetermined demand. If Customer incurs three failures to control load to predetermined demand level when requested by Company, the Company reserves the right to renegotiate the predetermined demand level or remove Customer from Peak Controlled or Peak Controlled Time of Day Service. In a case where Customer is removed from Peak Controlled or Peak Controlled Time of Day Service, Customer will be subject to a cancellation charge specified in Customer's Electric Service Agreement.

15-16. GENERATING CUSTOMER CHARGE: Customer choosing the Optional Predetermined Demand Level agrees to pay Company \$ \_\_\_\_\_ per month for additional metering and billing expenses related to the use of Customer-operated generating equipment to reduce adjusted demand during control periods, as described in the Rules for Application of Peak Controlled Services.

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

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Marketing Manager

Service Policy

(Continued on Sheet No. 7-08.2)

Date Filed: ~~11-02-12~~01-24-05 By: ~~David M. Sparby~~Christopher B. Clark Effective Date: ~~12-01-13~~

President ~~and CEO~~ of Northern States Power Company, a Minnesota Corporation  
Docket No. E002/~~GR-12-96~~M-21-101 Order Date: ~~09-03-13~~

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Minneapolis, Minnesota 55401

PROPOSED

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

**ELECTRIC SERVICE AGREEMENT**

Section No. 7

**PEAK FLEX CREDIT RIDER PILOT**

~~4st~~<sup>2nd</sup> Revised Sheet No. 87

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

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**ELECTRIC SERVICE AGREEMENT**  
**PEAK FLEX CREDIT**

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

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

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

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

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

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(Continued on Sheet No. 7-88)

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~~E002/M-21-101~~

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

PROPOSED**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2****ELECTRIC SERVICE AGREEMENT**  
**PEAK FLEX CREDIT RIDER PILOT** (Continued)Section No. 7  
4st2nd Revised Sheet No. 88**CANCELED**FN  
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**3. SPECIFICATION AND VERIFICATION OF MONTHLY CREDIT FACTORS, RESPONSE TIME AND CONTROL AVAILABILITY.** Contemporaneously with execution of this Agreement, the Customer elects a firm demand, as defined in the tariff, of \_\_\_\_\_ kW per month for \_\_\_\_\_ all months or \_\_\_\_\_ summer months only, defined as June through September (only one may be check marked).

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

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

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

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

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

Annual Control Hours options are provided below:

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

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

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

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

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(Continued on Sheet No. 7-89)

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Minneapolis, Minnesota 55401  
**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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

Section No. 7  
~~1st~~<sup>2nd</sup> Revised Sheet No. 89

**CANCELED**

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

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

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

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

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

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

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(Continued on Sheet No. 7-90)

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

PROPOSED

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

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

Section No. 7  
~~2nd4st~~ Revised Sheet No. 90

**CANCELED**

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

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

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

To: \_\_\_\_\_  
Customer Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

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

Northern States Power Company d/b/a Xcel Energy  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Customer Signature  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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

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

Section No. 7  
 4st2nd Revised Sheet No. 91

**CANCELED**

**AGGREGATOR AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

(continued on Sheet No. 7-91.1)

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

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

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

Section No. 7  
Original Sheet No. 91.1

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

N

<u>AGGREGATOR:</u>	<u>NORTHERN STATES POWER COMPANY</u>
<u>Authorized Signature:</u>	<u>Authorized Signature:</u>
<u>Name:</u>	<u>Name:</u>
<u>Title:</u>	<u>Title:</u>
<u>Date:</u>	<u>Date:</u>

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(continued on Sheet No. 7-91.2)

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

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

Section No. 7  
 Original Sheet No. 91.2

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

1. PFC Program – Generally, Northern States Power Company, a Minnesota corporation doing business as Xcel Energy (“Company”) offers an experimental rate for a load control incentive called the Peak Flex Credit Pilot (“PFC Pilot”). Company offers the PFC Pilot to Company’s commercial customers located within Company’s service territory (each a “Customer”) that are qualified to participate in the PFC under Company’s Peak Flex Credit Rider Pilot (Rate Code A28) (the “Peak Flex Credit Tariff”) on file with the Public Utility Commission of Minnesota (“Commission”). A Customer may participate in the PFC Pilot directly with Company or through a qualified demand response (DR) aggregator as defined in the Peak Flex Credit Tariff (“DR Aggregator”). DR Aggregators participating in the PFC Pilot will be responsible for meeting PFC Pilot obligations and commitments and will achieve these commitments by engaging and incentivizing Customers to participate in the PFC Pilot, and will use the Customers’ aggregate energy reductions to achieve the DR Aggregator’s commitments set forth in this PFC Aggregator Agreement. Aggregator desires to participate in the PFC Pilot as a DR Aggregator and agrees to the terms and conditions set forth in this PFC Aggregator Agreement.
2. PFC Pilot Tariff. The PFC Pilot, this PFC Aggregator Agreement and Aggregator’s participation in the PFC Pilot are subject to and governed by the terms and conditions set forth in the Peak Flex Credit Tariff as may be updated from time to time with the Commission as well as any other applicable rates, rules and regulations on file with the Commission. This PFC Aggregator Agreement hereby incorporates the Peak Flex Credit Tariff by this reference. Any capitalized terms used but not otherwise defined shall have the meaning provided in the Peak Flex Credit Tariff. In the event any term of this PFC Aggregator Agreement conflicts with the terms and conditions set forth in the Peak Flex Credit Tariff, the terms and conditions set forth in the Peak Flex Credit Tariff shall supersede and control over the conflicting terms and conditions contained in this Peak Flex Aggregator Agreement.
3. Aggregator General Obligations. During the Term, Aggregator shall: (a) reduce electric load by the total kW noted above which should be at least 50 kW aggregated across the electric loads of all Customers set forth on the first page of this PFC Aggregator Agreement during defined Control Events; (b) meet all required criteria as identified in the Peak Flex Credit Tariff; (c) ensure that each Customer, whose electricity reductions are being aggregated under this PFC Aggregator Agreement, meets the requirements of the Peak Flex Credit Tariff, and (c) shall provide its services and conduct its business as a DR Aggregator in compliance with all applicable laws, rules and regulations.
4. Aggregator Participation Requirements. On the Effective Date and throughout the Term: (i) Aggregator represents and warrants that it is an active DR Aggregator experienced in demand response aggregation in at least one retail market and two wholesale markets in the United States; (ii) Aggregator will maintain and operate a Network Operations Center (NOC) which operates 24 hours per day, 365 days per year and is capable of monitoring and dispatching aggregations of demand response resources; (iii) Aggregator represents and warrants that it is not, and will not, be banned from doing business in any Regional Transmission Operation (RTO) or Independent System Operator (ISO) approved by the Federal Energy Regulatory Commission (FERC); and (iv) Aggregator shall meet all other availability criteria for the voluntary curtailment pilot as set forth in the Peak Flex Credit Tariff.
5. Load Reduction. During the Term and in accordance with the Peak Flex Credit Tariff: (a) Aggregator shall aggregate groups of Customers who collectively can reduce electric demand on Company’s systems by at least 50 kW during defined Control Events. The Customer aggregation groups are set forth on the first page of the PFC Aggregator Agreement under “Customer Allocation” and further defined in the Peak Flex Credit Tariff. Aggregator commits to the electric load reduction option selected for each Customer by the amount set forth on the Customer

(continued on Sheet No. 7-91.3)

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

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

Section No. 7  
 Original Sheet No. 91.3

Allocation table. Customers and Customer Allocations must be as set forth on the 1st page of this PFC Aggregator Agreement, prior to Aggregator using a Customer's load for purposes of the PFC Pilot. Throughout the Term, the Parties may update the Customer Allocation table by mutual written agreement (including updated Customer Allocations); (b) Aggregator shall ensure each Customer included in the Customer Allocation agrees: (i) to participate in the PFC Program through Aggregator rather than directly with Company; (ii) to forfeit any right such Customer may have to receive any direct payment or bill credit under the Peak Flex Credit Tariff; (iii) to Company paying Aggregator any credit or payment allowed under the Peak Flex Credit Tariff; (iv) Customer accepts payment or other benefit provided for in Customer's agreement with Aggregator as Customer's sole and exclusive compensation for Customer's participation in the PFC Pilot through Aggregator; (c) Aggregator shall deliver the total electric load reductions specified by the sum of the Customer Allocations.

6. Aggregator shall indemnify and hold Company harmless from any and against any claim by a Customer participating in the PFC Program through Aggregator relating to amounts Customer may claim to be owed under the PFC Program or as a result of Customer's energy curtailment. The Customer Allocation sets forth the load reduction obligations for each Customer being aggregated, as well as the applicable Response Times and control Levels. Aggregator event performance compliance will be measured at the total aggregate level, not per Customer. Aggregator must give Company ten (10) business days written notice before making a monthly subtraction and/or addition to Customer Allocations. The Company will evaluate Customer demand reductions during Control Events for compliance with the Load Reduction Obligations set forth in the Customer Allocation. In the event of non-compliance with the Load Reduction Obligations set forth in the Customer Allocation, Company may require the PFC Aggregator Agreement to be modified to reflect the correct Customer Allocations. Company will require a Customer-specific test event be conducted whenever a new Customer (with (1) new load reduction capability or (2) a significant change into the Customer Allocation. Such newly added Customer must meet the Load Reduction Obligations set forth in an update Customer Allocation for Aggregator to start receiving payment under the Peak Flex Credit Tariff. Aggregator will provide ten (10) business days written notice to Company when the test is complete to confirm new electric load.

7. Customer Data. Prior to receiving any Customer data from Company ("Customer Data"), including any Customer energy usage data, Aggregator shall obtain and provide the Company with written consent and approval from each Aggregator Customer to receive Customer Data from Company, through required forms outlined in the Peak Flex Credit Tariff. As a condition of Aggregator's receipt and use of the Customer Data, Aggregator shall not use or process the Customer Data for any purpose that is unlawful or prohibited or for any use or purpose beyond the authorization and consent provided to Aggregator by the relevant Customer. Aggregator shall indemnify and hold Company harmless for all claims, damages, liabilities or costs arising out of Aggregator's use of the Customer Data or Aggregator's breach of its obligations under this paragraph. COMPANY MAKES NO REPRESENTATIONS ABOUT THE CUSTOMER DATA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO THE ACCURACY, QUALITY OR VALIDITY OF THE CUSTOMER DATA. ALL CUSTOMER DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. COMPANY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE CUSTOMER DATA. COMPANY DOES NOT WARRANT THAT ANY CUSTOMER DATA PROVIDED WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Direct Credits and Penalties. (a) Aggregator will maintain the load reduction obligations for each Customer throughout the Term as set forth in the Customer Allocation. Each Customer set forth on the Customer Allocation agrees to have ongoing bill reductions which are available under the Peak Flex Credit Tariff assessed and paid to Aggregator. (b) Aggregator is responsible for any PRC Program penalties which are applicable under the Peak Flex Credit Tariff as a result of an aggregated Customer's non-compliance during Control Events measured by Customer interval

(continued on Sheet No. 7-91.4)

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

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

Section No. 7  
 Original Sheet No. 91.4

meter data. Company will invoice Aggregator for any such Penalty, and any Penalty must be paid by Aggregator within 30 days of Aggregator's receipt of an invoice from Company. Aggregators may net these penalties from Aggregator's monthly invoice for Direct Credits which may be achieved by Aggregator under the Peak Flex Credit Tariff; however, if the penalties exceed the amount of the Direct Credit owed during the month, Company will send an additional invoice to Aggregator for payment of the difference within 30-days of Aggregator's receipt of such invoice. (c) Any Direct Credit earned and due to Aggregator under the Peak Flex Credit Tariff will be paid or credited to Aggregator as set forth in this PFC Aggregator Agreement after the end of the billing month in which the energy reduction occurred. Aggregator shall invoice Company for any Direct Credit owed to Aggregator in accordance with this Section. Aggregator will be paid through a check or electronic payment method. Company verified billing data will confirm Aggregator's Direct Credit invoice amount is accurate. If there are inaccuracies the Parties will work to validate invoice against billing data. Direct Credits will be calculated according to the selected load reduction options for each Customer set forth in the Customer Allocation based on the selected: Response Time (Standard or Fast), Control availability (All months or the four months during the summer which include June through September); and the maximum annual control hours (Level 1 or Level 2). (d) Aggregator is responsible for its timely invoice submittals to the Company based on pricing structure set forth in the Peak Credit Tariff and based on the load reduction options set forth in the Customer Allocation. Aggregator shall not invoice Company in whole or in part prior to approval from Company. All invoices shall be submitted to Company in compliance with Company's then-current policies and procedures, including but not limited to the Supplier Invoicing Instructions and Procedure Manual posted by Company, as revised from time to time.

9. Financial Review. Aggregator must submit to financial evaluation performed by the Company. Such evaluation will include Company review of Aggregator's financial statements, senior unsecured long-term debt (un-enhanced by third party support), rating(s) from credit reporting agenc(ies), and/or other information relating to Aggregator's creditworthiness. The results of the financial evaluation will determine Aggregator eligibility. Company within its sole but reasonable discretion will determine whether or not an Aggregator meets the necessary financial requirements. Aggregators who do not meet this criterion will be unable to participate.

10. Registration with MISO. Company will register all eligible Aggregator Customer load as a Demand Resource Load Modifying Resource (Demand Resource) with MISO and will convert the capacity into Zonal Resource Credits (ZRCs). Aggregators agree to abide by all applicable requirements for Demand Response LMR not directly tied to Market Participant responsibilities as set forth in MISO's Tariff and MISO's Demand Response Business Practices Manual (BPM-026) and outlined in the Peak Flex Credit Tariff. All Aggregator Customer load must have revenue-quality interval metering to enable assessment of performance, per the standards in MISO's Tariff and Demand Response Business Practices Manual (BPM-026). All load registered for the PFC Pilot are required to participate in an annual testing event, as specified in the MISO Tariff and BPM-026. Aggregator must supply the Company with hourly load curtailment capability for each day of the chosen Control Availability Option.

11. Marketing Materials. Aggregator shall conduct the marketing, recruitment and retention activities required to market to, recruit and retain Customers. Prior to publishing, Aggregator shall give Company a reasonable opportunity to review all PFC Pilot marketing plans and materials to be distributed, published or disseminated to third parties or to the public. Aggregator shall not, without the prior written approval of Company (a) use the name, trademarks or logo of Xcel Energy Inc. or Company on any marketing materials, (b) state, imply or in any way represent to third parties, or

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

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

Section No. 7  
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customers that Xcel Energy Inc. or Company has endorsed or approved Aggregator. Any use of Company's name, trademarks or logo shall comply with Company's then current guidelines.

(continued on Sheet No. 7-91.5)

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

Section No. 7  
 Original Sheet No. 91.5

Approvals will not be unreasonably withheld, and the Company shall use reasonable efforts to review marketing materials within a 10-business day timeframe.

12. Publicity. The Company and Aggregator shall consult with each other and receive the other Party's approval before issuing any press release about this Agreement that expressly references the other Party, Xcel Energy Inc., or the dispatch of a Control Event under this Agreement. Neither the Company nor Aggregator shall issue any such press release prior to such consultation and approval, except to the extent required by applicable law or the requirements of any exchange on which Xcel Energy Inc.'s or Aggregator's common stock is then listed. If, during the Term, either Party is contacted by the media concerning this Agreement, the contacted Party shall inform the other Party of the existence of the inquiry, any questions asked, and the substance of any information provided to the media.

13. Reporting. Aggregators are obligated to provide information concerning services to the Peak Flex Credit Tariff customers to the Minnesota Public Utilities Commission, Department of Commerce or Attorney General as requested. Aggregators must provide a yearly report to the Company by January 1 including number of Customers aggregated; number of customers participating in fast versus standard response time; number of customers opting for seasonal participation; number of customers opting-out of Aggregation, reporting on known complaints and the resolution of these complaints; lessons learned and any potential changes to the PFC Pilot. The yearly report will be public and provided as part of our pilot analysis during reporting requirements under Docket No. E002/20-421.

14. Fair Disclosure. Prior to any person or entity becoming a Customer participating the PFC Pilot through Aggregator, Aggregator will fairly disclose the future costs and benefits of the PFC Pilot and provide such costs and benefits to the Customer. The Aggregator shall comply with all other requirements of the Commission and applicable laws with respect to communications and dealings with Customers.

15. Company may stop providing electricity to Aggregator's Customers during a system Emergency Event. Company will not discriminate against the Aggregator when it stops providing electricity or when it resumes providing electricity. Emergency Event is defined in MISO's tariff.

16. Representations and Warranties. Aggregator represents and warrants to the Company that: (i) the execution, delivery and performance of this PFC Aggregator Agreement has been duly authorized by all requisite action on the part of Aggregator, and Aggregator has full power and authority to enter into this PFC Aggregator Agreement (ii) this PFC Aggregator Agreement constitutes the legal, valid, and binding obligation of Aggregator; (iii) Aggregator is and will remain duly licensed, authorized or qualified to do business, and in good standing; and (iv) Aggregator is and will remain in compliance with all applicable laws applicable to it in connection with performance under this PFC Aggregator Agreement.

17. INDEMNIFICATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND IN ADDITION TO ANY OTHER INDEMNIFICATION REQUIRED UNDER THIS PFC AGGREGATOR AGREEMENT, AGGREGATOR SHALL AT ALL TIMES INDEMNIFY, DEFEND, AND SAVE COMPANY HARMLESS FROM ANY AND ALL THIRD PARTY DAMAGES, LOSSES, CLAIMS, COSTS AND EXPENSES, REASONABLE ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF OR RESULTING FROM: (A) AGGREGATOR'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR ITS AGREEMENT WITH CUSTOMERS TO PROVIDE DEMAND ENERGY RESPONSE AGGREGATION SERVICES; AND (B) AGGREGATOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR AGGREGATOR'S FRAUDULENT OR UNLAWFUL ACTIONS.

(continued on Sheet No. 7-91.6)

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

Section No. 7  
 Original Sheet No. 91.6

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

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

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

Section No. 7  
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24. Applicable Law and Venue. This PFC Aggregator Agreement shall be interpreted in accordance with and governed by the laws of the State of Minnesota and the rules and regulations of the Minnesota Public Utilities Commission. The Parties agree that any claim or dispute arising out of this PFC Aggregator Agreement shall be subject to and decided by the state and federal courts located within Hennepin County, Minnesota.

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25. Electronic Communications. Aggregator consents to receive communications from Company relating to the PFC Pilot in electronic format sent to Customer's email address set forth on the first page of this PFC Aggregator Agreement. No Third-Party Beneficiary. This PFC Aggregator Agreement is between the Parties and creates no third-party beneficiaries. Nothing in this PFC Aggregator Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

26. Electronic Signature and Electronic Records. Both Parties consent to the use of electronic signatures. This PFC Aggregator Agreement and any other documents requiring signature hereunder may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the PFC Aggregator Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the PFC Aggregator Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

**PEAK FLEX CREDIT RIDER PILOT  
 RATE CODE A28**

Section No. 5  
 Original Sheet No. 50.1

**AVAILABILITY**

This is an experimental rate for load control incentive pilot program applicable for three years from the original effective date of this rate schedule.

**Xcel Energy Customers**

Customers under rate codes A14, A15 and A25 (once approved under Docket No. E002/M-20-86) may participate. Available to any non-residential customer who agrees to control demand to a predetermined level of at least 50 kW whenever required by the Company. Available to Peak Controlled Service and Peak Controlled Time of Day Service customers who transfer to General Service or General Time of Day Service to participate in the pilot program and agree to return to Peak Controlled Service or Peak Controlled Time of Day Service following participation in a Peak Flex Credit program. Participants cannot participate in multiple demand response programs at one time.

Customers participating in Peak Flex Credit may elect to use the services of an Aggregator provided that such arrangements do not violate the terms and conditions of the program. Customers that elect to participate with an aggregator must sign a consent agreement that specifies the authority that the customer has granted to the Aggregator, including the authority to access customer data. Data access can be granted through MyAccount or by completing a Consent to Disclose Utility Customer Data form.

**Load Aggregation**

Participants may include load aggregators that provide a minimum of 50 kW from one or more customers as long as the customers aggregated are served by an eligible rate schedule. Participants cannot participate in multiple demand response programs at one time.

An "Aggregator" is defined as a party other than the Company that represents and aggregates the load of customers who collectively reduce demand by at least 50 kW during defined Control Events and that is responsible for the actions of the customers it represents, including performance. Aggregators must meet the following criteria: (i) Aggregator represents and warrants that it is an active DR Aggregator experienced in demand response aggregation in at least one retail market and two wholesale markets in the United States; (ii) Aggregator will maintain and operate a Network Operations Center (NOC) which operates 24 hours per day, 365 days per year and is capable of monitoring and dispatching aggregations of demand response resources; (iii) Aggregator represents and warrants that it is not, and will not, be banned from doing business in any Regional Transmission Operation (RTO) Independent System Operator approved by the Federal Energy Regulatory Commission (FERC); and (iv) Aggregator shall meet all other availability criteria for the voluntary curtailment program as set forth in the Peak Flex Credit Tariff.

Aggregators shall sub-aggregate groups of customers who collectively can reduce demand by at least 50 kW. Aggregators must register each sub-aggregation of customers with the Company and identify the load reduction option selected for each sub-aggregation.

**CONTRACT**

Customers must contract for this tariff through the Peak Flex Credit Electric Service Agreement with the Company unless participation is through an Aggregator. The contract will include a one-year term of service with automatic annual renewals until such time as the customer requests to cancel participation in the program. Aggregators must contract for this tariff through the Peak Flex Credit Aggregator Agreement. Customers that elect to participate with an aggregator must sign a consent agreement provided by the Aggregator.

**DETERMINATION OF CUSTOMER BILLS**

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and/or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific credits and charges applicable to this service are listed below. Customers electing to participate with an aggregator will have no change to their electric service bill.

(Continued on Sheet No. 5-50.2)

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**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2****PEAK FLEX CREDIT RIDER PILOT  
 RATE CODE A28 (Continued)**

Section No. 5  
 Original Sheet No. 50.2

**BILL CREDIT OR DIRECT PAYMENT**

Customers will be paid through a credit applied to customer bills per kW of contracted demand reduction will be applied to customer bills for qualifying months according to customer selected load reduction options of:

1. Response time (Standard or Fast)
2. Control availability (All months or the four months of June through September)
3. Maximum annual control hours (64 or 100)

Customers electing to participate with an aggregator will receive compensation based on contractual obligations with their Aggregator. Direct Payments will be processed by terms of the Aggregator Agreement.

Credit per kW of Contracted Demand Reduction per Applicable Month  
 Maximum Annual Control Hours  
 Level 1                      Level 2

Standard Response Time	64 Hours	100 Hours
All Months	\$4.55	\$4.75
Summer months	\$5.41	\$5.66
Fast Response Time	64 Hours	100 Hours
All Months	\$5.27	\$6.12
Summer months	\$6.49	\$7.41

**RESPONSE TIME OPTION**

**Standard Response Time:** Customer or aggregator is responsible for controlling their load when requested by Company. Company will take all reasonable efforts to provide customers and aggregators with a minimum one-hour advance notice of Control Events.

**Fast Response Time:** Customer or aggregator automatically controls load within ten minutes of notice from Company using Company-approved equipment. Customers that do not respond to a control event within ten minutes will be considered Standard Response Time customers.

**CONTROL AVAILABILITY OPTION**

**All Months:** Customer load control may be required during any month. Bill credits will be applied all months.

**Summer Months:** Customer load control may be required during the four months of June through September. Bill credits or aggregator payments will be applied to these four billing months. All Direct Credits will be applied to the aggregator as defined in the Aggregator Agreement.

**ANNUAL CONTROL HOURS OPTION**

**Level 1:** Maximum of 64 annual control hours, with a maximum 20 buy-through hours.

**Level 2:** Maximum of 100 annual control hours, with a maximum 64 buy-through hours.

Maximum annual control hours include all types of control periods

**FAILURE TO CONTROL PENALTY**

Failure to Control Charge: An additional charge of \$4.00 per kW for Level 1 service and \$6.00 per kW for Level 2 service will apply during each Required Control Event to the amount by which customer's Maximum Actual Demand or Maximum Actual On-Peak Period Demand exceeds their Firm Demand level. After three such customer or aggregator failures to control, the Company reserves the right to increase the Firm Demand or cancel service with this tariff.

(Continued on Sheet No. 5-50.3)

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**PEAK FLEX CREDIT RIDER PILOT  
 RATE CODE A28 (Continued)**

Section No. 5  
 Original Sheet No. 50.3

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**CONTROL EVENTS****1.0 Required Control Events**

Required Control Events do not include a customer buy-through option. A failure to control charge will apply when a customer or aggregator does not fully provide their contracted demand reduction during a required control event, as described in the Terms and Conditions of Service. Required Control Events include Standard Events and Test Events.

**1.1 Standard Events**

Required Control Events will normally occur in response to emergency events declared by the Midcontinent Independent System Operator (MISO) or when the Company determines that system conditions may endanger reliability during a contingency event. The duration of each standard control event will be a minimum of one hour and a maximum of four hours. There is a limit of 10 standard control events each year.

**2.0 Economic Control Events**

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

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

Customers and Aggregators will be electronically notified at least two hours in advance (in order for the Customer and Aggregator to provide election) of an Economic Control Event. Notice will include buy-through availability, the time period of the event, and the buy-through price per kWh as determined by the Company. Multiple Economic Control Events may occur during a single day. Aggregators participating in the buy-through option are responsible for communicating and tracking buy-through options for all Customers set forth in the Aggregator Agreement.

**3.0 Test Events**

Customers and Aggregators are required to annually participate in a single one-hour Test Event to demonstrate availability of their contracted demand reduction if less than three (3) Required Control Events have been dispatched through the ordinary course of operations. Test Events will be conducted according to the selected options specified in the customer's Electric Service Agreement or Aggregator Agreement.

**DETERMINATION OF DEMAND****Contracted Demand Reduction**

The customer contract will specify the demand reduction obligation values for the year. This load commitment can vary by season but must exceed 50 kW for any month of customer participation. Customers are expected to reduce load by the amount of the contracted load reduction during Control Events. The Company will evaluate customer demand reductions during Control Events for compliance with contracted levels. In the case of non-compliance with contracted demand reduction levels, the Company may require a contract revision

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 (Continued on Sheet No. 5-50.4)

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**PEAK FLEX CREDIT RIDER PILOT  
 RATE CODE A28 (Continued)**

Section No. 5  
 Original Sheet No. 50.4

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For aggregators, the Peak Flex Credit Aggregator Agreement will specify the demand reduction obligation values for the year. This load commitment can vary by season but must exceed 50kW for any month of customer participation. Aggregators are expected to reduce load by the amount of the contracted load reduction during Control Events. The Company will evaluate customer demand reductions during Control Events for compliance with contracted levels.

N

The Company will provide a Remote Terminal Unit (RTU) at no charge to provide customers with their usage data at 15-minute intervals. A customer's meter interval data will be used to measure and confirm the full contracted demand reduction is provided during Control Events. Aggregators may install their own metering and communications equipment for sub-aggregated customers at their own expense but must be approved by the Company for use during Fast Response Options.

Actual Demand in kW shall be determined according to the Determination of Demand provision in the base tariff.

Firm Demand shall be specified a fixed demand level agreed to by the customer or aggregator and Company. Customers and aggregators must agree to limit load to the firm demand level during a Control Event.

Controllable Demand shall be the difference between Adjusted Demand during the billing month and the Firm Demand, but never less than zero.

**TERMS AND CONDITIONS OF SERVICE**

1. Customers choosing the Standard Response option must allow Company to install, inspect and approve the load control (RTU) installation and equipment provided by the Company unless they are participating through an aggregator. RTU's will not be made available to customers participating through an aggregator. Aggregators may install their own metering and communications equipment for sub-aggregated customers. The system equipment allows NSP to remotely determine customer load levels and to notify customers of control periods. Customer may be required to provide auxiliary contacts for remote indication of position of switch or circuit breaker used to control demand and wire auxiliary contacts into a connection point designated by Company, install remote breaker equipment provided by the Company, and provide a continuous 120 volt AC power source at the connection point for operation of the Company remote breaker indication equipment.
2. Customers choosing Fast Response options will have the option to have the Company install, at the customer's own expense, equipment specified by the Company for compliance with the conditions required for fast response to Control Periods. At no additional cost to the customer, Company will be responsible for ongoing maintenance and upkeep of installed equipment.
3. Customers requesting special facilities will be charged the additional costs incurred for such facilities.
4. Customer shall not be liable for any loss or damage caused by or resulting from any interruption of service.

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

**COMMERCIAL THERMAL STORAGE PILOT**

Section No. 5  
 Original Sheet No. 50.11

**AVAILABILITY**

This Pilot is available for three years from the original effective date of this rate schedule. Program participants are required to follow the terms and conditions outlined in our Custom Efficiency program (also referred to as the Custom Analysis) as approved by the Department of Commerce in Docket (same) through our Conservation Improvement Program (CIP).

Available to commercial customers under rate codes: Small General, A9, A10, A11 and A13, Small General Time of Day (A12, A16), General Service (A14) and General Service Time of Day (A15) Peak Control (A20) Peak Control Time of Day (A21).

**EQUIPMENT INCENTIVES & BILL CREDITS**

Incentives and ongoing bill credits are available to eligible customers who install a thermal storage system for load shifting. Customers will receive an upfront Equipment Incentive for installing the equipment as well as a recurring incentive in the form of an annual Bill Credit for as long as they are enrolled in the product and will be subject to the terms of the Custom Analysis. The new measures will reduce system load by curtailing the refrigeration system and or cooling system during system peaking conditions and by charging the thermal storage medium during overnight hours of lowest carbon intensity.

An incentive of 10% of the installation cost of the thermal storage system will be paid to the customer following a cost-effective outcome of the Custom Analysis. This incentive will be based on a customer analysis conducted by the Company under our Custom Efficiency.

The customer will receive an annual incentive of 5% of the installation cost of the thermal storage system in the form of an annual bill credit for as long as the customer participates in the load shifting program. The Commercial Load Shifting Pilot will require the customer to adjust the charging and discharging schedule of their thermal energy storage system on a seasonal (up to four times per year) basis. Bill credits will be provided to customers for load shifting as part of their October billing cycle.

**LOAD SHIFTING**

Curtailment and charging schedules will be adjusted quarterly and the Company will notify the participant with a new schedule at least 30 days prior to the start of the next quarter.

Schedules will require four continuous hours of curtailment and charging. Additional hours of curtailment or charging may be at the customer's discretion. Curtailment will only be requested on non-holiday weekdays between the hours of noon and 9 p.m., based on the Company's forecasted peaking needs. Charging will only be requested after 9 p.m. and before 6 a.m. the following day and will align with the hours of lowest carbon intensity.

(continued on Sheet No. 5-50-12)

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

**COMMERCIAL THERMAL STORAGE PILOT (Continued)**

Section No. 5  
 Original Sheet No. 50.12

**TERMS AND CONDITIONS**

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**1. Eligibility**

1.1 The participating customer must: (1) be a retail rate paying electric business customer of Xcel Energy, (2) have not opted-out of the Conservation Improvement Program, and (3) have not already ordered or purchased project related equipment prior to submitting a program application.

**2. Customer Communications**

2.1 Customer consents to receive communications from Xcel Energy relating to the custom analysis and related required documentation for the Pilot in electronic format sent to Customer's email address.

**3. Compliance with Terms and Conditions**

3.1 Xcel Energy reserves the right to refuse payment if the customer violates program terms and conditions.

**4. Program Term and Withdrawal**

- 4.1 Xcel Energy may discontinue the Pilot at any time for any reason.
- 4.2 Customer will notify Xcel Energy in the event the customer wishes to unenroll from the Pilot.
- 4.3 Participation in the Program shall continue for a period of not less than one year (12 months) from the time Xcel Energy confirms enrollment of Customer's thermal energy storage system.
- 4.4 Seasonal thermal storage charging and discharging schedules will be provided to the customer at least thirty (30) days prior to the start of the following season.
- 4.5 Xcel Energy will spot-check random days of each season to ensure the customer is controlling their system to the required schedule. Spot checks may be performed by analyzing the customer's billing data or by requesting data from the thermal storage system manufacturer.
- 4.6 Participation shall remain in effect, unless terminated pursuant to Xcel Energy's tariffs or until the Program is discontinued by Xcel Energy. Xcel Energy will give this Program discontinuation notice to Customers at least sixty (60) days prior to such early termination date.
- 4.7 The Customer will notify Xcel Energy when replacing or removing a thermal energy storage system enrolled in the Program. Removal of a system without an eligible replacement will be deemed by Xcel Energy as a Customer-initiated termination. Customers replacing a previously enrolled thermal energy storage system must re-apply for the program.
- 4.8 The Customer will notify the business solutions center when they transfer ownership of a property that is enrolled in the Program.
- 4.9 If the Customer fails to honor these terms, Xcel Energy shall have the right to terminate this Agreement at any time. If Xcel Energy or the Customer terminate this agreement, Xcel Energy can immediately discontinue payment of the Bill Credit. Xcel Energy reserves the right to refuse participation of a customer that requests re-enrollment into the Program in these Pilot Terms.

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(continued on Sheet No. 5-50-13)

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

**COMMERCIAL THERMAL STORAGE PILOT (Continued)**

Section No. 5  
 Original Sheet No. 50.13

**5. Sharing of Xcel Energy Customer Information**

- 5.1 Xcel Energy may share this data directly with service providers performing services on behalf of Xcel Energy, and will use this data to validate the customer's eligibility to participate in the Pilot, to study and evaluate the benefits that the Pilot provides to the power grid, in connection with proceedings before the Minnesota Public Utilities Commission, to support power grid planning and management, to share aggregated and anonymized findings, and to inform Pilot operations.
- 5.2 If the Customer withdraws from the Pilot or if the Pilot is discontinued by Xcel Energy, Xcel Energy's will cease the sharing of Xcel Energy Customer Information without reasonable delay.

**6. Preapproval**

- 6.1 Written preapproval from Xcel Energy is a precursor for all customized solution projects and is deemed to have been granted as of the date noted on the Xcel Energy preapproval letter through the Custom Analysis. Project purchase orders, contracts, equipment orders, equipment shipping and/or invoice dates that precede Xcel Energy's preapproval notification may exclude or invalidate all or portions of the project. Customer project engineering costs may be incurred prior to the preapproval date to identify implementation alternatives. In these instances, the customer must include these costs as part of the custom analysis documentation so they can be included as part of the project scope. Xcel Energy funded engineering study costs are not included as part of a customer's project cost. The customized solution offer will remain available during the specified timeframe noted on the preapproval letter. The completed project will be reviewed and analyzed by Xcel Energy upon receipt of full documentation. Xcel Energy acknowledges that savings and rebate projections may change over the course of the preapproval timeframe, which could affect project's feasibility or cost-effectiveness.

The most common reasons for projection changes include changes in scope (selected different products), changes in quantity of equipment installed, or changes in incremental costs (+/- 10%). The aforementioned changes may result in an adjusted incentive offer or failing the custom analysis. The incremental savings and costs are defined as the net difference between the baseline (less efficient situation) and the higher energy-efficient alternative.

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(continued on Sheet No. 5-50-14)

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

**COMMERCIAL THERMAL STORAGE PILOT (Continued)**

Section No. 5  
 Original Sheet No. 50.14

**7. Limitations**

- 7.1 Xcel Energy may change program terms and conditions at any time based on future performance, pilot modification, technology upgrades, and changes to Xcel Energy's electrical distribution system. Any such changes will be communicated to Customer by e-mail at least thirty (30) days prior to deployment of such changes.
- 7.2 Xcel Energy may revise or cancel programs or cap annual incentive amounts at any time.7.3 Xcel Energy reserves the right to adjust the rebate amount based on projection changes.
- 7.4 These terms and conditions shall be modified or amended if required to comply with any applicable state or federal laws or regulations, or other government agency having jurisdiction over the subject matter of this agreement.
- 7.5 The customer agrees to protect and hold harmless Xcel Energy from any and all claims, damages and liability caused by fault or negligence, or failure to comply with this agreement. If Xcel Energy is made a party (without fault on its part) to any lawsuit or arbitration started by or against the customer, the customer agrees to protect and hold Xcel Energy harmless, and to pay all costs, expenses and reasonable attorneys' fees incurred or paid by Xcel Energy in connection with that lawsuit or arbitration. The Customer also agrees to pay all costs, expenses and reasonable attorneys' fees that Xcel Energy may incur or pay in enforcing this agreement.

**8. Requirements**

- 8.1 Projects must be completed (installed and operational) prior to the preapproval offer expiration time frame.
- 8.2 Projects that are completed must submit their related documents and invoices within one (1) year of the operation.
- 8.3 Equipment Incentives and Bill credits apply to new equipment only. Leased equipment may qualify. Used equipment does not qualify.
- 8.4 Incentives do not imply any representation or warranty of equipment, design or installation by Xcel Energy.
- 8.5 Xcel Energy shall not be responsible or liable for any personal, property or other damage caused by this equipment.
- 8.6 Xcel Energy does not guarantee any energy savings.
- 8.7 Xcel Energy's potential liability shall be limited to the amount of the equipment incentives.
- 8.8 Customers are responsible for ensuring that equipment installed for this program meets all applicable codes, standards and regulatory requirements

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(continued on Sheet No. 5-50-15)

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

**COMMERCIAL THERMAL STORAGE PILOT (Continued)**

Section No. 5  
Original Sheet No. 50.15

**9. Verification**

- 9.1 Xcel Energy will conduct measurement & verification for this program following the custom analysis M&V process and report information to the Minnesota Public Utilities Commission. Projects that are over 1 GWH will require pre & post monitoring.
- 9.2 Seasonal thermal storage charging and discharging schedules will be provided to the customer at least thirty (30) days prior to the start of the following season.
- 9.3 Xcel Energy will perform M&V on random days of each season to ensure the customer is controlling their system to the required schedule. The M&V may be performed by analyzing the customer's billing data or by requesting data from the thermal storage system manufacturer.

**10. Scheduling Parameters**

- 10.1 Schedules will require four continuous hours of curtailment and charging. Additional hours of curtailment or charging may be at the customer's discretion.
- 10.2 Curtailment will only be requested between the hours of noon and 9 p.m., based on the Company's forecasted peaking needs.
- 10.3 The Company intends to align charging periods for the pilot within the hours of highest forecasted carbon-free renewable low-cost energy generation on the system as much as possible. Charging will be requested after 9 p.m. and before 6 a.m. the following day.

**11. Governing Law; Disputes.**

- 11.1 The Customer and Xcel Energy agree that all disputes arising out of these Pilot Terms or the Pilot shall be subject to this section. The internal laws of the State of Minnesota, without regard to conflicts of law's provisions, govern the Pilot and these Pilot Terms and any action brought with respect to the Pilot Terms or the Pilot shall be brought in the courts located in Minneapolis, Minnesota.

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

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

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Section No. 7  
3rd Revised Sheet No. 8

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13. (Continued)

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

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

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

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

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

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

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

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

D  
D

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

(Continued on Sheet No. 7-08.2)

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

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

Section No. 7  
2nd Revised Sheet No. 87

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

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**ELECTRIC SERVICE AGREEMENT  
PEAK FLEX CREDIT**

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

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

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

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

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

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(Continued on Sheet No. 7-88)

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 Minneapolis, Minnesota 55401

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


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

Section No. 7  
 2nd Revised Sheet No. 88

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

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

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

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

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

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

Annual Control Hours options are provided below:

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

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

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

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

(Continued on Sheet No. 7-89)

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

Section No. 7  
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**4. CAPACITY AND CONTINGENCY CONTROL EVENTS.** Required Control Events will normally occur in response to emergency events declared by the Midcontinent Independent System Operator (MISO) or when the Company determines that system conditions may endanger reliability during contingency events. The duration of each standard control event will be a minimum of one hour and a maximum of 4 hours. There is a limit of ten standard control events each year.

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

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

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

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

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

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(Continued on Sheet No. 7-90)

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

Section No. 7  
2nd Revised Sheet No. 90

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

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

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

To:  
Customer Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

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

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

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

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

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

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

Northern States Power Company d/b/a Xcel Energy  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

Customer Signature  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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

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

Section No. 7  
 2nd Revised Sheet No. 91

**AGGREGATOR AGREEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

(continued on Sheet No. 7-91.1)

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

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

Section No. 7  
Original Sheet No. 91.1

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

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AGGREGATOR:		NORTHERN STATES POWER COMPANY	
Authorized Signature:	_____	Authorized Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

(continued on Sheet No. 7-91.2)

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

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

Section No. 7  
 Original Sheet No. 91.2

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

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

(continued on Sheet No. 7-91.3)

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

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

Section No. 7  
 Original Sheet No. 91.3

Allocation table. Customers and Customer Allocations must be as set forth on the 1st page of this PFC Aggregator Agreement, prior to Aggregator using a Customer's load for purposes of the PFC Pilot. Throughout the Term, the Parties may update the Customer Allocation table by mutual written agreement (including updated Customer Allocations); (b) Aggregator shall ensure each Customer included in the Customer Allocation agrees: (i) to participate in the PFC Program through Aggregator rather than directly with Company; (ii) to forfeit any right such Customer may have to receive any direct payment or bill credit under the Peak Flex Credit Tariff; (iii) to Company paying Aggregator any credit or payment allowed under the Peak Flex Credit Tariff; (iv) Customer accepts payment or other benefit provided for in Customer's agreement with Aggregator as Customer's sole and exclusive compensation for Customer's participation in the PFC Pilot through Aggregator; (c) Aggregator shall deliver the total electric load reductions specified by the sum of the Customer Allocations.

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

(continued on Sheet No. 7-91.4)

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

Section No. 7  
 Original Sheet No. 91.4

meter data. Company will invoice Aggregator for any such Penalty, and any Penalty must be paid by Aggregator within 30 days of Aggregator's receipt of an invoice from Company. Aggregators may net these penalties from Aggregator's monthly invoice for Direct Credits which may be achieved by Aggregator under the Peak Flex Credit Tariff; however, if the penalties exceed the amount of the Direct Credit owed during the month, Company will send an additional invoice to Aggregator for payment of the difference within 30-days of Aggregator's receipt of such invoice. (c) Any Direct Credit earned and due to Aggregator under the Peak Flex Credit Tariff will be paid or credited to Aggregator as set forth in this PFC Aggregator Agreement after the end of the billing month in which the energy reduction occurred. Aggregator shall invoice Company for any Direct Credit owed to Aggregator in accordance with this Section. Aggregator will be paid through a check or electronic payment method. Company verified billing data will confirm Aggregator's Direct Credit invoice amount is accurate. If there are inaccuracies the Parties will work to validate invoice against billing data. Direct Credits will be calculated according to the selected load reduction options for each Customer set forth in the Customer Allocation based on the selected: Response Time (Standard or Fast), Control availability (All months or the four months during the summer which include June through September); and the maximum annual control hours (Level 1 or Level 2). (d) Aggregator is responsible for its timely invoice submittals to the Company based on pricing structure set forth in the Peak Credit Tariff and based on the load reduction options set forth in the Customer Allocation. Aggregator shall not invoice Company in whole or in part prior to approval from Company. All invoices shall be submitted to Company in compliance with Company's then-current policies and procedures, including but not limited to the Supplier Invoicing Instructions and Procedure Manual posted by Company, as revised from time to time.

9. Financial Review. Aggregator must submit to financial evaluation performed by the Company. Such evaluation will include Company review of Aggregator's financial statements, senior unsecured long-term debt (un-enhanced by third party support), rating(s) from credit reporting agency(ies), and/or other information relating to Aggregator's creditworthiness. The results of the financial evaluation will determine Aggregator eligibility. Company within its sole but reasonable discretion will determine whether or not an Aggregator meets the necessary financial requirements. Aggregators who do not meet this criterion will be unable to participate.
10. Registration with MISO. Company will register all eligible Aggregator Customer load as a Demand Resource Load Modifying Resource (Demand Resource) with MISO and will convert the capacity into Zonal Resource Credits (ZRCs). Aggregators agree to abide by all applicable requirements for Demand Response LMR not directly tied to Market Participant responsibilities as set forth in MISO's Tariff and MISO's Demand Response Business Practices Manual (BPM-026) and outlined in the Peak Flex Credit Tariff. All Aggregator Customer load must have revenue-quality interval metering to enable assessment of performance, per the standards in MISO's Tariff and Demand Response Business Practices Manual (BPM-026). All load registered for the PFC Pilot are required to participate in an annual testing event, as specified in the MISO Tariff and BPM-026. Aggregator must supply the Company with hourly load curtailment capability for each day of the chosen Control Availability Option.
11. Marketing Materials. Aggregator shall conduct the marketing, recruitment and retention activities required to market to, recruit and retain Customers. Prior to publishing, Aggregator shall give Company a reasonable opportunity to review all PFC Pilot marketing plans and materials to be distributed, published or disseminated to third parties or to the public. Aggregator shall not, without the prior written approval of Company (a) use the name, trademarks or logo of Xcel Energy Inc. or Company on any marketing materials, (b) state, imply or in any way represent to third parties, or customers that Xcel Energy Inc. or Company has endorsed or approved Aggregator. Any use of Company's name, trademarks or logo shall comply with Company's then current guidelines.

(continued on Sheet No. 7-91.5)

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

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

Section No. 7  
 Original Sheet No. 91.5

Approvals will not be unreasonably withheld, and the Company shall use reasonable efforts to review marketing materials within a 10-business day timeframe.

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

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

Section No. 7  
 Original Sheet No. 91.6

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

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(continued on Sheet No. 7-91.7)

Date Filed: 05-27-22

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-21-101

Order Date:

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

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

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

Section No. 7  
 Original Sheet No. 91.7

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

Date Filed: 05-27-22

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-21-101

Order Date:

CERTIFICATE OF SERVICE

I, Mustafa Adam, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota; or

xx by electronic filing.

Docket Nos. E002/M-21-101 AND E002/CI-17-401

Dated this 27<sup>th</sup> day of May 2022.

/s/

---

Mustafa Adam  
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Gary	Ambach	Gambach@slipstreaminc.org	Slipstream, Inc.	8973 SW Village Loop  Chanhassen, MN 55317	Electronic Service	No	OFF_SL_21-101_21-101 Official Service List
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Susan	Arntz	sarntz@mankatomn.gov	City Of Mankato	P.O. Box 3368  Mankato, MN 560023368	Electronic Service	No	OFF_SL_21-101_21-101 Official Service List
Mara	Ascheman	mara.k.ascheman@xcelenenergy.com	Xcel Energy	414 Nicollet Mall Fl 5  Minneapolis, MN 55401	Electronic Service	No	OFF_SL_21-101_21-101 Official Service List
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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John	Coffman	john@johncoffman.net	AARP	871 Tuxedo Blvd.  St. Louis, MO 63119-2044	Electronic Service	No	OFF_SL_21-101_21-101 Official Service List
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400  St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_21-101_21-101 Official Service List
Riley	Conlin	riley.conlin@stoel.com	Stoel Rives LLP	33 S. 6th Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-101_21-101 Official Service List
Brooke	Cooper	bcooper@allete.com	Minnesota Power	30 W Superior St  Duluth, MN 558022191	Electronic Service	No	OFF_SL_21-101_21-101 Official Service List
George	Crocker	gwillc@nawo.org	North American Water Office	PO Box 174  Lake Elmo, MN 55042	Electronic Service	No	OFF_SL_21-101_21-101 Official Service List
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Regulatory	OTP	OTPRRegulatory@otpc.com	Otter Tail Power Company	PO Box 496 215 S Cascade St Fergus Falls, MN 56538	Electronic Service	No	OFF_SL_21-101_21-101 Official Service List

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_21-101_21-101 Official Service List
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400  St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_17-401_Official
David	Dahlberg	davedahlberg@nweco.com	Northwestern Wisconsin Electric Company	P.O. Box 9 104 South Pine Street Grantsburg, WI 548400009	Electronic Service	No	OFF_SL_17-401_Official
John	Farrell	jfarrell@ilsr.org	Institute for Local Self-Reliance	2720 E. 22nd St Institute for Local Self-Reliance Minneapolis, MN 55406	Electronic Service	No	OFF_SL_17-401_Official
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Gregory C.	Miller	gmiller@dakotaelectric.com	Dakota Electric Association	4300 220th Street West  Farmington, MN 55024	Electronic Service	No	OFF_SL_17-401_Official
Kristin	Munsch	kmunsch@citizensutilityboard.org	Citizens Utility Board of Minnesota	309 W. Washington St. Ste. 800 Chicago, IL 60606	Electronic Service	No	OFF_SL_17-401_Official
Rolf	Nordstrom	rnordstrom@gpisd.net	Great Plains Institute	2801 21ST AVE S STE 220  Minneapolis, MN 55407-1229	Electronic Service	No	OFF_SL_17-401_Official
Regulatory	OTP	OTPRegulatory@otpc.com	Otter Tail Power Company	PO Box 496 215 S Cascade St Fergus Falls, MN 56538	Electronic Service	No	OFF_SL_17-401_Official



First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Audrey	Partridge	apartridge@mncee.org	Center for Energy and Environment	212 3rd Ave. N. Suite 560  Minneapolis, Minnesota 55401	Electronic Service	No	OFF_SL_17-401_Official
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_17-401_Official
Joseph L	Sathe	jsathe@kennedy-graven.com	Kennedy & Graven, Chartered	150 S 5th St Ste 700  Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-401_Official
Doug	Scott	dscott@gpisd.net	Great Plains Institute	2801 21st Ave Ste 220  Minneapolis, MN 55407	Electronic Service	No	OFF_SL_17-401_Official
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th Pl E Ste 350  Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_17-401_Official
Patricia F	Sharkey	psharkey@environmentalallawcounsel.com	Midwest Cogeneration Association.	180 N LaSalle St Ste 3700 Chicago, IL 60601	Electronic Service	No	OFF_SL_17-401_Official
James M	Strommen	jstrommen@kennedy-graven.com	Kennedy & Graven, Chartered	150 S 5th St Ste 700  Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-401_Official
Lynnette	Sweet	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7  Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_17-401_Official
Christopher	Villarreal	cvillarreal@rstreet.org	R Street Institute	1212 New York Ave NW Ste 900 Washington, DC 20005	Electronic Service	No	OFF_SL_17-401_Official
Jeff	Zethmayr	jzethmayr@citizensutilityboard.org	Citizens Utility Board	309 W. Washington, Ste 800  Chicago, IL 60606	Electronic Service	No	OFF_SL_17-401_Official