



414 Nicollet Mall  
Minneapolis, Minnesota 55401-1993

March 15, 2024

—Via Electronic Filing—

Will Seuffert  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7th Place East, Suite 350  
St. Paul, MN 55101

RE: PETITION  
MISCELLANEOUS TARIFF CLEAN-UP  
DOCKET NOS. E,G002/M-24-\_\_\_\_

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission the enclosed Petition for approval of a tariff modification to our Minnesota Electric and Natural Gas Rate Books.

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 contact me at (612) 330-6935 or [gail.baranko@xcelenergy.com](mailto:gail.baranko@xcelenergy.com) or Mustafa Adam at [mustafa.k.adam@xcelenergy.com](mailto:mustafa.k.adam@xcelenergy.com) if you have questions regarding this filing.

Sincerely,

/s/

GAIL A. BARANKO  
MANAGER, REGULATORY PROJECT MANAGEMENT  
NSPM REGULATORY

Enclosures  
c: Service Lists

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Hwikwon Ham	Commissioner
Valerie Means	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION OF  
NORTHERN STATES POWER COMPANY  
FOR APPROVAL OF MISCELLANEOUS  
TARIFF MODIFICATIONS

DOCKET NO. E,G002/M-24-\_\_\_\_

**PETITION**

**INTRODUCTION**

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval of miscellaneous tariff modifications and language changes to our Minnesota Electric and Gas Rate Books. The Company proposes to make the following types of modifications to the existing tariff:

- Updates to miscellaneous terms;
- Language removal or modification; and
- Typographical and consistency edits

Minn. Rule 7829.0100 defines a “Miscellaneous filing” as a request or notice that does not require determination of a utility’s revenue requirement. A miscellaneous filing includes new service offerings; a change in a utility’s rates, services, terms, or conditions of service; and a change in a utility’s corporate structure, assigned service area, or capital structure, when conducted separately from a general rate proceeding.

As the proposed tariff modifications to both rate books include only minor, nonmaterial, and straightforward revisions without any changes to pricing, rates or accounting, we respectfully suggest consideration of approval through the consent agenda process. No changes to customer price or to the Company’s revenue requirement is expected as a result of these tariff changes.

## **I. SUMMARY OF FILING**

A one-paragraph summary is attached to this filing pursuant to Minn. Rule 7829.1300, subp. 1.

## **II. SERVICE ON OTHER PARTIES**

Pursuant to Minn. Stat. § 216.17, subd. 3, we have electronically filed this document with the Commission. Pursuant to Minn. Rule 7829.1300, subp. 2, the Company has served a copy of this filing on the Department of Commerce and the Office of the Attorney General. A summary of the filing has been served on all parties on the enclosed miscellaneous service lists.

## **III. GENERAL FILING INFORMATION**

Pursuant to Minn. Rule 7829.1300, subp. 3, the Company provides the following information.

### **A. Name, Address, and Telephone Number of Utility**

Northern States Power Company doing business as:  
Xcel Energy  
414 Nicollet Mall  
Minneapolis, MN 55401  
(612) 330-5500

### **B. Name, Address, and Telephone Number of Utility Attorney**

Lauren Steinhäuser  
Assistant General Counsel  
Xcel Energy  
414 Nicollet Mall, 401-8<sup>th</sup> Floor  
Minneapolis, MN 55401  
(612) 216-8274

### **C. Date of Filing and Proposed Effective Date**

The date of this filing is March 15, 2024. The Company proposes the updated tariff language be included in the Company's Electric and Gas Rate Books effective June 1, 2024.

#### **D. Statute Controlling Schedule for Processing the Filing**

This Petition is made pursuant to Minn. Stat. § 216B.16, subd. 1, which prescribes general timelines for rate and tariff changes, including, but not limited to, a requirement of 60-days' notice prior to any rate or tariff change.

Since no determination of Xcel Energy's general revenue requirement is necessary, Commission Rules define this filing as a "miscellaneous filing" under Minn. Rule 7829.0100, Subp. 11. Pursuant to Minn. Rule 7829.1400, initial comments on a miscellaneous filing are due within 30 days of filing, with replies due 10 days thereafter.

#### **E. Utility Employee Responsible for Filing**

Gail Baranko  
Manager, Regulatory Administration  
Xcel Energy  
414 Nicollet Mall, 401-7<sup>th</sup> Floor  
Minneapolis, MN 55401  
(612) 330-5941

#### **IV. MISCELLANEOUS INFORMATION**

Pursuant to Minn. Rule 7829.0700, the Company requests that the following persons be placed on the Commission's official service list for this proceeding:

Lauren Steinhäuser  
Assistant General Counsel  
Xcel Energy  
414 Nicollet Mall, 401-8<sup>th</sup> Floor  
Minneapolis, MN 55401  
[Lauren.Steinhäuser@xcelenergy.com](mailto:Lauren.Steinhäuser@xcelenergy.com)

Christine Schwartz  
Regulatory Administrator  
Xcel Energy  
414 Nicollet Mall, 401-7<sup>th</sup> Floor  
Minneapolis, MN 55401  
[regulatory.records@xcelenergy.com](mailto:regulatory.records@xcelenergy.com)

Any information requests in this proceeding should be submitted to Ms. Schwartz at the Regulatory Records email address above.

## **V. DESCRIPTION AND PURPOSE OF FILING**

### **A. Background**

The Company seeks approval to revise our tariffs and certain language therein. The proposed revisions are minor and are intended to increase clarity for customers by removing any outdated language and improving communication. The changes are non-substantive but will improve readability and ease-of-use for customers. We are making these changes to update and improve the information available to our customers. There is no change to the Company's revenue requirement as a result of the proposals we make in this filing. The requested changes are in the public interest, and we therefore respectfully request Commission approval.

### **B. Purpose of Filing**

As part of our ongoing commitment to providing high quality service to our customers, the Company periodically evaluates aspects of its tariffs and seeks ways to improve clarity. In this filing, we have deleted or corrected outdated or inconsistent language to help simplify and streamline certain aspects of the tariff and to facilitate better understanding of the basic tariff elements. These revisions will not only help customers better understand their bills but will also result in an enhanced customer experience.

We updated these tariff elements to maximize understanding of billing components with efficiency in mind. Specifically, the revised language and edits can be added to these tariffs without the need for any changes in our customer information systems, which save costs and benefit the customer. Otherwise, the design and format of the tariffs remain unchanged.

A summary of all proposed changes is included below.

<b>Electric and/or Gas</b>	<b>Topic/Change</b>	<b>Sheets (MN Electric or Gas)</b>
Electric & Gas	Table of Contents Updates	MN Electric Section 1, Sheet 1 MN Electric Section 1, Sheet 2 MN Electric Section. 1, Sheet 4 MN Electric Section 1, Sheet 5 MN Electric Section 1. Sheet 6 MN Electric Section 5, Sheet TOC-1 MN Electric Section 6, Sheet TOC-1 MN Electric Section 6, Sheet TOC-2 MN Electric Section 7, Sheet TOC-1 MN Electric Section 7, Sheet TOC-2 MN Electric Section 9, Sheet TOC-1  MN Gas Section 1, Sheet 1 MN Gas Section 6, Sheet 1 MN Gas Section 6, Sheet 2 MN Gas Section 9, Sheet 1
Electric & Gas	Updating NSPM President Information	MN Electric Section 2, Sheet 1 MN Gas Section 2, Sheet 1
Gas	February 2021 Weather Event: Removed language and surcharge factors related to Pricing Event Surcharge	MN Gas Section 5, Sheet 2.1 MN Gas Section 5, Sheet 4 MN Gas Section 5, Sheet 11.1 MN Gas Section 5, Sheet 42 MN Gas Section 5, Sheet 42.1
Electric	Removal of outdated BIS Rider COVID-19 language.	MN Electric Section 5, Sheet 141 MN Electric Section 5, Sheet 141.1
Electric	Application for Service refinements; Service Reconnection Charge: reconnection fee effective January 1, 2025 have been updated to January 1, 2026 to reflect the delay in meter deployment	MN Electric Section 6, Sheet 3
Electric & Gas	Addendum to MLK Day tariff revision, Docket No. E,G002/M-22-656. Updated when bill shall be prorated.	MN Electric Section 6, Sheet 14 MN Gas Section 6, Sheet 10
Electric & Gas	Average Monthly Payments (AMP) – Added and clarified quarterly review language to be consistent with current practice	MN Electric Section 6, Sheet 14.1

<b>Electric and/or Gas</b>	<b>Topic/Change</b>	<b>Sheets (MN Electric or Gas)</b>
Electric & Gas	Xcel Energy's Online Terms of Use: typos fixed in footers and one header	MN Electric Section 7, Sheet 124 MN Electric Section 7, Sheet 125 MN Electric Section 7, Sheet 126 MN Electric Section 7, Sheet 127 MN Electric Section 7, Sheet 128 MN Electric Section 7, Sheet 129 MN Electric Section 7, Sheet 130 MN Electric Section 7, Sheet 131 MN Electric Section 7, Sheet 132 MN Electric Section 7, Sheet 133 MN Electric Section 7, Sheet 134  MN Gas Section 7, Sheet 74 MN Gas Section 7, Sheet 75 MN Gas Section 7, Sheet 76 MN Gas Section 7, Sheet 77 MN Gas Section 7, Sheet 78 MN Gas Section 7, Sheet 79 MN Gas Section 7, Sheet 80 MN Gas Section 7, Sheet 81 MN Gas Section 7, Sheet 82 MN Gas Section 7, Sheet 83 MN Gas Section 7, Sheet 84
Electric & Gas	Updates to Online Terms of Use for Distributed Intelligence changes via Green Button Connect and My Energy Connection App	MN Electric Section 7, Sheet 135 MN Electric Section 7, Sheet 136 MN Electric Section 7, Sheet 137 MN Electric Section 7, Sheet 138 MN Electric Section 7, Sheet 139 MN Electric Section 7, Sheet 140 MN Electric Section 7, Sheet 141 MN Electric Section 7, Sheet 142 MN Electric Section 7, Sheet 143
Electric & Gas	Bill Backer Images Refreshed	MN Electric Section 8, Sheet 7 MN Gas Section 8, Sheet 7
Electric & Gas	Update to reflect Statutory Date Change to CWR Report	MN Electric Section 11, Sheet 9 MN Gas Section 9, Sheet 9

The nature of the changes is limited in scope, and the changes are narrow and practical revisions that fall into three general categories, which are further described below:

1. Updates to miscellaneous terms;
2. Language removal or modification;
3. Typographical and consistency edits

## **VI. Tariff Changes and Updates**

The following section describes the proposed updates and Tariff changes in more detail, organized by topic and with specific sheet references.

### **A. Distributed Intelligence (DI)**

#### *1. My Energy Connection Application*

The Company needs to update our Online Terms of Service in Section 7 with the addition of MN Electric Section 7, Sheet 137 through Sheet 143 to include My Energy Connection Terms & Conditions (T&Cs).

Xcel Energy's "My Energy Connection" (MEC) application is a proprietary mobile application that when downloaded and properly installed on a smart device utilizes the Wi-Fi radio embedded in Xcel Energy's new smart meters to establish a connection with a customer's home Wi-Fi network. This connection allows the My Energy Connection app on a smart device to establish a connection with the Xcel Energy smart meter and display "real-time" electricity usage data on the smart device. In order to download, install, and use the My Energy Connection app, a customer will need to be an Xcel Energy electric service customer who has an active Xcel Energy "My Account."

These new T&Cs notify customers that when they use the Company's MEC app, we collect their WiFi network name and password. We are required to be transparent with our customers regarding what information we collect about them. We do not believe the existing Online Terms and Conditions are sufficiently transparent as it relates to the collection of customer WiFi network name and password. We are updating our tariff to include language that considers the sensitivities around receiving this type of information from the customer.

The proposed My Energy Connection Terms and Conditions communicate to the customer that, by installing and registering the My Energy Connection app on a mobile device, the customer acknowledges and understands the My Energy Connection app will communicate via the internet certain information, including their Wi-Fi network name and password, to Xcel Energy's hosted computer systems which is needed to set up and validate the My Energy Connection app on the smart device and securely connect the device to their smart meter.



## 2. *Green Button Connect*

The Company also needs to update our Online Terms of Service with the addition of MN Electric Section 7, Sheet 135 in the Electric Rate Book related to Green Button Connect (GBC). GBC is an ongoing electronic data transfer service that allows customers to share their utility data with authorized service providers. These service providers can help customers make smarter choices about their energy usage by providing tools and applications to help them find ways to save energy. Customers can sign up for GBC in the Xcel Energy My Energy Portal and select which service providers to send their data to and how long to share their data with them. GBC sends the premises' billing and usage data down to 15-minute intervals for customers with AMI meters, but GBC is available to all customers regardless of meter type and does not rely on DI.

### a. Green Button Connect Service Disclaimer and Consent

The proposed GBC Service Disclaimer in MN Electric Section 7, Sheet 135 states that Xcel Energy and each of the GBC Service Providers are independent parties. If a customer acquires any of the products or services offered by these businesses, they are acquiring the products or services directly from those independent businesses. As independent parties, the GBC Service Providers are solely responsible for their product or services and any claims, damages or other liability which may arise from their product or service or the performance of their product or service. Xcel Energy is not responsible for examining or evaluating, and does not warrant or guarantee, any GBC product or service. Xcel Energy does not assume any responsibility or liability for the actions, products or services of all these and any other third parties.

### b. Green Button Connect Service Provider Terms and Conditions

The Company is not proposing to add the GBC Service Provider Terms and Conditions as a tariff in this filing because they apply to third-party data services companies and not customers, but we include it here as it relates to the GBC project. The Terms and Conditions state that the Company has established a GBC My Data program which allows a GBC Service Provider to receive customer energy usage data from the applicable Xcel Energy company, if a customer authorizes the transfer of such data to the provider. Participation in Xcel Energy's GBC program is contingent on and subject to customer acceptance of and adherence to the Green Button Program Terms and Conditions. The GBC Service Provider Terms and Conditions are included as Attachment A to this filing.

### *3. Third Party Device Meter Connection Consent*

The Company maintains administrative, technical, and physical safeguards designed to protect the privacy and security of the customer information that the Company maintains. Among other protections, these safeguards are designed to restrict access to customer information only to those Company employees and contracted agents that require access for an identified business purpose. Unless disclosure of customer information is specifically permitted or required by applicable law or regulation, the Company will only share customer information after obtaining the customer's explicit consent.

While the Company does not currently require authorized third parties to accept terms and conditions in order to access data via the Home Area Network (HAN), the Company proposes updating our Online Terms of Service in MN Electric Section 7, Sheet 136 of the Electric Rate Book to require customers to provide explicit consent before any third-party gains access to the customer's meter and data.

The updated terms are summarized as follows:

- Third-Party Service Providers are solely responsible for their products and services, and any claims, damages or other liability which may arise from their products or services or the performance of their products or services.
- The customer is responsible for their selection of any product or service offered by a Third-Party Service Provider.
- Customer understands that they are granting an independent party permission to access kilowatt (kW) and kilowatt-hour (kWh) data at one-second or five-second intervals from their premise receiving utility service.
- Access to the data can provide insight into activities within the customer premise receiving utility service.
- Customers are not required to authorize any Third-Party Service Provider to connect to the Xcel Energy meter installed at their premise and not authorizing the connection will not affect utility services.
- Xcel Energy will have no control over the data once it is disclosed to a Third-Party Service Provider pursuant to customer authorization and will not be responsible for monitoring or taking any steps to ensure that the Third-Party Service Provider maintains the confidentiality of the data or uses the data as authorized.
- Customer may rescind authorization and terminate the Third-Party Service Provider connection.

For the changes discussed above, we seek Commission approval to include them in the Electric Rate Book pursuant to this filing.

## **B. Service Charge Updates**

### *1. Reconnection Fee*

The Company has updated the reasons a fee may be charged for reconnection to align the tariff with Minnesota Rule. MN Electric Section 7, Sheet 6.3, Part 1.2(B) Service Charges requires updating to reflect that, when the Company has permissibly disconnected service with notice to the customer under Minn. Rule 7820.1000 and Minn. Rule 7820.2600 allows the Company to charge a reconnection fee if the customer requests reconnection. At this time, our tariff states the Company can only charge a reconnection fee for non-payment, although Minn. Rule 7820.1000 lists nine permissible reasons for disconnection. We have updated the tariff to permit the Company to charge a reconnection fee for the reasons listed in Minn. Rule 7820.1000:

7820.1000 PERMISSIBLE SERVICE DISCONNECTION WITH NOTICE.  
With notice a utility may disconnect service to any customer for any reason stated below. Notice must comply with the requirements of part 7820.2400:

- A. for failure of the customer to pay a bill for utility service, but only when the amount of the customer's outstanding bill equals or exceeds the amount of the customer's deposit;
- B. for failure of the customer to meet the utility's deposit and credit requirements;
- C. for failure of the customer to make proper application for service;
- D. for customer's violation of any of the utility's rules on file with the commission;
- E. for failure of the customer to provide the utility reasonable access to its equipment and property;
- F. for customer's breach of the contract for service between the utility and the customer;
- G. for failure of the customer to furnish such service, equipment, and/or rights-of-way necessary to serve the customer as shall have been specified by the utility as a condition of obtaining service;
- H. when determined by the commission as prescribed by relevant state or other applicable standards or after individual hearing upon application of any person that customer is willfully wasting service through improper equipment; or
- I. when necessary for the utility to comply with any order or request of any governmental authority having jurisdiction.

## 2. *AMI Reconnection – Update to Final Implementation Phase*

The Company also proposes to update the timeline for implementation of AMI. The tariff filing submitted with the AMI implementation includes a now outdated implementation completion date that is directly tied to the service reconnection charge.<sup>1</sup> Our original meter rollout schedule expected installations to be completed by the end of 2024. However, due to meter availability, meter installation has moved into 2025, as indicated in our most recent Integrated Distribution Plan (IDP).<sup>2</sup> This schedule change was precipitated by the severe global supply chain constraints our meter provider, Itron, experienced, which affected the number of meters they could provide for all their customers, not just Xcel Energy. The lower than originally projected number of available meters decreased the number of units we could install on an annual basis, therefore; we needed to adjust our rollout schedule.

The new implementation completion date is December 31, 2025. This tariff modification simply updates the service reconnection charge date to align with the adjusted rollout timeline, changing the final service reconnection charge effective for all customers from what is currently shown as beginning January 1, 2025, to beginning January 1, 2026.

As customers receive their new meter, they will be eligible for the new service charge. For customers who are ineligible for the remote disconnect/reconnect capability or they choose to opt-out, the new charge will not go into effect until January 1, 2026.

### **C. Typographical and Consistency Edits**

Over time, in the normal course of business, we have identified several instances where the tariff language includes a typographical, non-material error or a necessary update to program language that should be corrected for improved reader clarity. Tariff language also needed to be formatted for consistency, while also being clarified and standardized where possible. Reference additions have been made, with added language for ease of use and customer understanding.

#### 1. *Winter Storm Uri Surcharge Language and Rates*

Language and surcharge factors related to Winter Storm Uri in February of 2021 have expired for all classes except Residential. Therefore, we propose removal of the

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<sup>1</sup> Minnesota Electric Rate Book – MPUC No. 2. Section No. 6, Original Sheet No. 3.0 and Section No. 5, Original Sheet No. 1.0.

<sup>2</sup> Docket No. E002/M-23-452.

language and the Weather Event Pricing Surcharge from MN Gas Section 5, Sheet 2.1, Sheet 4, and Sheet 5.11.1 as it relates to the affected classes. The Residential surcharge is effective until December 2026.

In MN Gas Section 5, Sheet 42, we propose removing the italicized text: For the period October 1, 2021 through December 31, 2026 (Residential) *and October 1, 2021 through December 31, 2023 (non-Residential)*, a Pricing Event Surcharge will be included on customer bills, for recovery of certain gas costs incurred by Xcel Energy from February 13-17, 2021.

In MN Gas Section 5, Sheet 42.1, we propose removing everything related to Pricing Event Surcharge Factors for 2021 and 2022, as this information is now outdated.

## *2. Martin Luther King Jr. Day Language*

Beginning in 2023, the Company added Martin Luther King Jr. (MLK) Day as a Company holiday and this impacts our billing periods. As a result, we propose to update our monthly billing cycle definitions.

This change required the Company to revise the Meter Reading schedule to account for the Company holiday beginning in 2023. This schedule revision results in certain billing cycles in February having 35 days between meter reading dates. Under Minn. Rule 7820.3300,

[r]eadings of all meters used for determining charges to customers shall be made each month unless otherwise authorized by the commission upon petition by the utility. The term ‘month’ for meter reading and billing purposes is the period between successive meter reading dates which shall be as nearly as practicable to 30-day intervals.

Our tariffs currently state that the normal billing cycle is 30 days and we will prorate if the billing period is longer or shorter than normal by “more than 5 days,” which is anything less than 25 days or more than 35 days. Our billing system is set up to prorate for billing periods that are less than 26 days or more than 34 days long, which is plus or minus four days from the normal 30-day cycle. This issue is resolved if we change “more than five days” to “more than four days” in MN Electric Section 6, Sheet 14 in the Electric Rate Book and Section 6, Sheet 10 in the Gas Rate Book.

### *3. Minor Docket Number and Language Update*

Online Terms of Use tariff sheets for both Electric and Gas Rate Books lists an incomplete docket number. MN Electric Section 7, Sheet 124 through Sheet 134 and MN Gas Section 7, Sheet 74 through Sheet 84 contain the corrected docket number by placing an “M” in the docket reference at the footer of the page. MN Gas Section 7, Sheet 79 in the Gas Rate Book had the word “proposed” in the top right corner that was removed.

### *4. Updating NSPM President Information*

Ryan Long became the President of Northern States Power Company, a Minnesota Corporation on January 1, 2024, replacing Christopher Clark, who has retired. We are updating the name Christopher B. Clark with Ryan J. Long on MN Electric Section 2, Sheet 1 in the Electric Rate Book and MN Gas Section 2, Sheet 1 in the Gas Rate Book.

### *5. Table of Contents Updates*

The Table of Contents (TOC) has been updated to reflect the following changes:

#### **MN Electric Section 1**

- Need to reorganize order of MN Electric Section 5 list
- Add Resiliency Service Program to sheet. Starts on MN Electric Section 5, Sheet 90
- Add Electric Service Agreement Peak Flex Credit Rider Pilot. Starts on MN Electric Section 7, Sheet 87
- Add long ellipses to the Renewable\*Connect lines
- Remove Customer Mobile Application Terms of Use since it is canceled
- Rename Electric Vehicle Home Service to “EV Accelerate at Home Customer Service Agreement” and add long ellipses
- Add long ellipses to Online Terms of Use
- Add Online Terms of Use-Green Button Connect Service Disclaimer. Starts on MN Electric Section 7, Sheet 135
- Add Online Terms of Use-Customer Authorization for Third Party Service Provider Meter Connection. Starts on MN Electric Section 7, Sheet 136
- Add My Energy Connection Terms & Conditions. Starts on MN Electric Section 7, Sheet 137

- Add Solar\*Rewards for Schools Customer Contract. Starts on MN Electric Section 9, Sheet 100
- Add Assignment of Solar\*Rewards for Schools Contract. Starts on MN Electric Section 9, Sheet 109
- Section 10 – “Assignment of Interconnection Agreement” is actually on MN Electric Section 10, Sheet 134.1

### **MN Electric Section 5**

- Add Peak Flex Credit Rider Pilot. On MN Electric Section 5, Sheet 50.1
- Add Commercial Thermal Storage Pilot. On MN Electric Section 5, Sheet 50.11
- Add Resiliency Service Program. On MN Electric Section 5, Sheet 90

### **MN Electric Section 6**

- Section 1.3 is now on MN Electric Section 6, Sheet 4, instead of MN Electric Section 6, Sheet 3
- Sections 3.2 & 3.3 are now on MN Electric Section 6, Sheet 14, not MN Electric Section 6, Sheet 13
- Sections 6.3 & 6.4 are now on MN Electric Section 6, Sheet 35, not MN Electric Section 6, Sheet 33

### **MN Electric Section 7**

- Remove My Account Online Agreement since it is canceled
- Remove Aggregator Agreement since it is part of the Electric Service Agreement Peak Flex Credit Rider Pilot
- Remove Customer Mobile Application Terms of Use since it is canceled
- Rename Electric Vehicle Home Service to “EV Accelerate at Home Customer Service Agreement”
- Add Online Terms of Use-Green Button Connect Service Disclaimer. Starts on MN Electric Section 7, Sheet 135
- Add Online Terms of Use-Customer Authorization for Third Party Service Provider Meter Connection. Starts on MN Electric Section 7, Sheet 136
- Add My Energy Connection Terms & Conditions. Starts on MN Electric Section 7, Sheet 137

### **MN Electric Section 9**

- Add Solar\*Rewards for Schools Customer Contract. Starts on MN Electric Section 9, Sheet 100

- Add Assignment of Solar\*Rewards for Schools Contract. Starts on MN Electric Section 9, Sheet 109

### **MN Gas Section 1**

- Many page numbers are incorrect for Section 4 - Renumbering of sheet references as these were originally numbered incorrectly; cleaned up for better reference.

### **MN Gas Section 6**

- Add a line item under Section 1 of the TOC. “1.9 Service Quality...” begins on MN Gas Section 6, Sheet 7.1
- Add line item “2.4 Standby Service...” begins on MN Gas Section 6, Sheet 8
- Items 3.8, 3.9, & 3.10 are actually on MN Gas Section 6, Sheet 13, not MN Gas Section 6, Sheet 12
- Add line item “7.3 Customer Rights...” begins on MN Gas Section 6, Sheet 28

### **MN Gas Section 9**

- Section 3.4 is now on MN Gas Section 9, Sheet 16, not MN Gas Section 9, Sheet 15

#### *6. Update to Reflect Statutory Change to Cold Weather Rule (CWR) Report*

The CWR tariff needs to be updated to reflect changes made during the Minnesota 2023 Legislative session to Minnesota Stat. § 216B.096. This change to CWR reporting was effective January 1, 2024 for both gas and electric service. The updated statute is as follows:

*Subd. 11. **Reporting.** Annually on October 15, a utility must electronically file with the commission a report, in a format specified by the commission, specifying the number of utility heating service customers whose service is disconnected or remains disconnected for nonpayment as of September 15 and October 1. If customers remain disconnected on October 1, a utility must file a report each week between October 15 and the end of the cold weather period specifying:*

*(1) the number of utility heating service customers that are or remain disconnected from service for nonpayment; and*

*(2) the number of utility heating service customers that are reconnected to service each week. The utility may discontinue weekly reporting if the number of utility heating*



*service customers that are or remain disconnected reaches zero before the end of the cold weather period.*

This update to reporting timing is reflected in MN Electric Section 11, Sheet 9 of the Electric Rate Book and MN Gas Section 9, Sheet 9 of the Gas Rate Book.

#### 7. *Average Monthly Payment Plan (AMP)*

We refined the Average Monthly Payment Plan (AMP) details based on feedback from the CAO on MN Electric Section 6, Sheet 14.1 of the Electric Rate Book. These refinements clarify AMP setup and quarterly reviews along with explaining the alternative flat monthly payment option. We propose to add language to the tariff to indicate that AMP is reviewed quarterly, which is consistent with current practice. Currently, the tariff says AMP will be reviewed during the calendar year but is not specific as to timing. AMP amounts are reviewed approximately every three months, designed to prevent a large true-up charge at the end of 12 months.

Qualified customers may, at their request, be billed under the Company's AMP. Such plan generally levelizes a customer's monthly payments based on their historic use over a twelve-month period. An annual true-up is conducted in month twelve. The billing for any true-up month will reflect the actual billing for that month adjusted for the credit or debit balance carried forward from the previous month.

The specific change to AMP language is italicized below and reflected in the updated Tariffs in Attachments B and C.

*The Company will initially establish the customer's Averaged Monthly Payment Plan amount which would be reviewed and adjusted as practical each quarter to ascertain its reasonableness compared to customer's projected annual bill using current rates.*

After 12 months, the customer will be automatically re-enrolled in the Averaged Monthly Payment Plan, unless the customer notifies the Company that they wish to cancel.

#### 8. *Vacant Rental Property*

The Company proposes to clean up tariff language that has caused confusion in situations where a renter moves out, does not notify us of their move (to get a final bill as of their move-out date or to add a remaining roommate to take over the bill), and continues to incur charges with us. The tariff language has been referenced several times when customers do not start or stop service and file a complaint with

the Consumer Affairs Office (CAO) or the MPUC. We often end up waiving the related charges because the CAO has taken the position that our tariff is contradictory.

To address this issue, the Company proposes to clarify the language of MN Electric Section 6, Sheet 3 of the Electric Rate Book. The changes reflect the expectation that new tenants in a rental unit will contact Xcel Energy to apply and become the responsible billing party and will provide the names, dates, and contact information of any new tenants when they move out. The amended tariff language makes it clear that if a new tenant receives and uses service from Xcel Energy, regardless of whether that tenant has been identified as the applicant, the tenant is subject to the rates, rules and regulations that come with such service.

#### *9. Updated Bill Images*

The Company has made refinements to our bill backer and therefore the images in MN Electric Section 8, Sheet 7 of the Electric Rate Book and MN Gas Section 8, Sheet 7 of the Gas Rate Book need refreshing. Some of these changes have been vetted with the CAO. The nature of these changes includes:

- Remove TDD/TTY phone number due to popularization of 711;
- Update Payments address;
- Delete Mercury Cost Recovery section;
- Delete Windsource program language; and
- Remove Gas State Energy Policy (SEP) Rider language as outdated.

#### *10. BIS Rider Language Removals*

Our Business Incentive and Sustainability (BIS) Rider language needs to be updated to remove old and outdated language. Specifically, Pandemic Affected Customer section of Business Incentive and Sustainability Rider has been removed from MN Electric Section 5, Sheet 141 and Sheet 141.1. This language specifically addresses COVID-19 pandemic language that is now outdated and irrelevant.

### **D. Proposed Tariff Revisions**

As noted above, the Company proposes revising language in both our Electric and Gas Rate Books. In doing so, the Company requests approval of our general tariff modifications to both our Electric and Gas Rate Books as defined above.

Attachments B and C contain our proposed tariff revisions in redline and clean format, respectively.

### **CONCLUSION**

Xcel Energy respectfully requests that the Commission approve the tariff modification in order to update language on both the Electric and Gas Rate Books. We respectfully suggest consideration of approval through the consent agenda process.

Dated: March 15, 2024

Northern States Power Company

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Hwikwon Ham	Commissioner
Valerie Means	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION OF  
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**PETITION**

**SUMMARY OF FILING**

Please take notice that on March 15, 2024, Northern States Power Company, doing business as Xcel Energy, filed with the Minnesota Public Utilities Commission a Petition for approval of proposed minor, non-material revisions to tariff language intended to increase clarity for customers, remove outdated language, improve communication, and ensure consistency between the customer bill and rate books.



### GREEN BUTTON PROGRAM TERMS OF USE

Northern States Power Company, a Minnesota corporation, Northern States Power Company, a Wisconsin corporation, Public Service Company of Colorado, Southwestern Public Service Company, and Xcel Energy Services Inc. (collectively "Xcel Energy") have established a green button connect my data program ("GBC") which allows you, as a green button service provider ("You" or "Your"), to receive customer energy usage data from Xcel Energy, if an Xcel Energy customer authorizes the transfer of such data to You. Participation in Xcel Energy's Green Button Connect My Data ("GBC") program is contingent on and subject to Your acceptance of and adherence to these Green Button Program Terms of Use ("Terms of Use"). BY INDICATING YOUR ACCEPTANCE OF THESE TERMS OF USE BY CLICKING "I AGREE", YOU (A) AGREE TO BE BOUND BY THESE TERMS OF USE, AND (B) REPRESENT AND WARRANT THAT IF YOU ARE AGREEING TO THESE TERMS OF USE ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THESE TERMS OF USE ON BEHALF OF SUCH ENTITY AND BIND SUCH ENTITY TO THESE TERMS OF USE. YOU AGREE THAT XCEL ENERGY MAY MAKE AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.

1. Xcel Energy reserves the right to change, implement, modify, or remove restrictions and limits to these Terms of Use at any time. Updates to these Terms of Use will be posted on the Xcel Energy website, [www.xcelenergy.com](http://www.xcelenergy.com). Your continued participation in the GBC following such change shall constitute your acceptance of such change and Your participation shall be subject to the updated Terms of Use.
2. Through the GBC program, Xcel Energy provides its customers with the ability to consent to transfer of such customer's energy usage data ("Data") to third parties. You shall not be eligible to receive Data without such customer's prior electronic confirmation of authorization or written consent to such transfer which may be found on the Xcel Energy website [www.xcelenergy.com](http://www.xcelenergy.com). for each of the four operating entities listed above referred to herein as Xcel Energy.
3. **XCEL ENERGY MAKES NO REPRESENTATIONS ABOUT THE DATA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO THE ACCURACY, QUALITY OR VALIDITY OF THE DATA. ALL DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. XCEL ENERGY HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE GBC PROGRAM OR THE DATA, INCLUDING ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY, WHETHER EXPRESS, IMPLIED OR STATUTORY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, XCEL ENERGY DOES NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF GBC PROGRAM OR THE DATA FOR ANY PURPOSE. FOR EXAMPLE, XCEL ENERGY DOES NOT WARRANT THAT GBC PROGRAM OR ANY DATA PROVIDED WILL: (I) BE UNINTERRUPTED OR ERROR-FREE, (II) MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, (III) ACHIEVE ANY INTENDED RESULT, (IV) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR (V) BE**

**SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE GBC PROGRAM OR THE DATA. OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AFFILIATES AND SUBSIDIARIES, AND THEIR AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE GBC PROGRAM, THE DATA OR THE USE OR INABILITY TO USE THE DATA, OR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THE GBC PROGRAM, THE DATA OR THESE TERMS OF USE, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

4. The Data may include technical inaccuracies or typographical errors. Changes are periodically added to the Data provided under the GBC. Xcel Energy may make improvements and/or changes to the Data and/or the GBC program at any time, with or without notice.
5. As a condition of your use of the Data, you shall not use the Data for any purpose that is unlawful or prohibited by these terms, conditions, and notices or for any use or purpose beyond the authorization and consent provided to You by the relevant Xcel Energy customer. You may not use the Data or the GBC program in a manner that unlawfully invades the privacy of another or without their consent or in any manner that could damage, disable, overburden, or impair any Xcel Energy server, or the network(s) connected to any Xcel Energy server, or interfere with any other party's use and enjoyment of the Data or the GBC. You may not attempt to gain unauthorized access to any Data, other accounts, computer systems or networks connected to any Xcel Energy server or to any of the Data, through hacking, password mining or any other means.
6. Xcel Energy will make reasonable commercial efforts to provide limited technical support to You during business hours as necessary to access the Data. However, Xcel Energy does not guarantee any level of service to You, verbally or in writing, and will not be responsible for any losses or expenses associated with an interruption, lack of responsiveness, or performance lag in the GBC program services.
7. Xcel Energy reserves the right to terminate or suspend Your participation in the GBC program or access to any or all of the Data at any time, without notice, for any reason whatsoever. Any violation of any of these Terms of Use shall be grounds for immediate and permanent suspension of You from the GBC program. Xcel Energy has no obligation to monitor Your use of the Data or Your participation in the GBC program.
8. To the extent permitted by applicable law, You covenant and agree to indemnify, defend and hold harmless Xcel Energy (including its officers and directors, employees and agents, as well as

its divisions, affiliated companies and subsidiaries and their officers, directors, employees and agents) from and against any and all claims, demands, penalties, suits, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including investigatory costs, reasonable attorneys' fees, and any extra claims, obligations, payments and costs, however they may be described and arise, that Xcel Energy shall incur or suffer resulting from or arising out of: (a) Your failure to comply with all federal, state and local laws and regulations applicable to the Data or the use thereof; (b) Your breach of these Terms of Use; (c) unauthorized disclosure of the Data to any other third party or (d) Your access and use of the Data or Your acts or omissions with respect to Your use of the Data or participation in the GBC program.

9. You represent that you have, and will retain, reasonable technical ability to communicate and be interoperable with Xcel Energy's GBC services.
10. The laws of the State of Minnesota, without reference to conflict of law rules govern these Terms of Use and any dispute that might arise between you and Xcel Energy which pertains to these Terms of Use or Your participation in the GBC program. Any legal suit, action or proceeding arising out of, or related to, this Agreement or the matters contemplated hereunder shall be instituted exclusively in the courts of United States District Court in each case located in the city of Minneapolis in the State of Minnesota, United States, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
11. These Terms of Use and any amendments thereto constitute the entire agreement between You and Xcel Energy with respect to Your rights to participate in the GBC program and Your access and use of the Data. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into these Terms of Use. All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of these Terms of Use.

# Redline



## Electric

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

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~~12th~~13th Revised Sheet No. 1

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Date Filed: 05-27-2203-15-24 By: ~~Christopher B. Clark~~Ryan J. Long Effective Date: 09-12-22

Docket No. E\_G002/M-21-10124- President, Northern States Power Company, a Minnesota corporation Order Date: 09-12-22

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Date Filed: ~~05-27-22~~03-15-24 By: ~~Christopher B. Clark~~Ryan J. Long Effective Date: ~~09-12-22~~

President, Northern States Power Company, a Minnesota corporation  
Docket No. ~~E<sub>1</sub>G002/M-21-101~~24- Order Date: ~~09-12-22~~

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Date Filed:	<del>10-17-23</del> <u>03-15-24</u>	By: <del>Christopher B. Clark</del> <u>Ryan J. Long</u>	Effective Date:	<del>01-01-24</del>
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	<del>E, G002/GR-21-630M-24-</del>		Order Date:	<del>10-06-23</del>

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Date Filed: ~~42-22-2203-15-24~~ By: ~~Christopher B. Clark~~Ryan J. Long Effective Date: ~~06-01-23~~  
Docket No. ~~E\_G002/M-21-22224-~~ President, Northern States Power Company, a Minnesota corporation Order Date: ~~05-18-23~~

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Date Filed:	<del>06-18-21</del> <u>03-15-24</u>	By: <del>Christopher B. Clark</del> <u>Ryan J. Long</u>	Effective Date:	<del>08-20-21</del>
President, Northern States Power Company, a Minnesota corporation				
Docket No.	<del>E_G002/M-20-59224-</del>		Order Date:	<del>07-21-21</del>

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

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

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**CONTACT LIST**

Section No. 2

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Listed below is the name, title, address, and telephone numbers of Northern States Power Company personnel to be contacted in connection with:

All Matters Relating to Rates and Rules

~~Christopher B. Clark~~Ryan J. Long

I

President, Northern States Power Company,  
a Minnesota corporation  
414 Nicollet Mall, 401-9  
Minneapolis, MN 55401  
Telephone No. 1-800-328-8226

I

Emergencies & Outages

1-800-895-1999

Residential Customer Service

1-800-895-4999

G

Business Solutions Center  
(Commercial / Industrial Customer Service)

1-800-481-4700

TDD/TYY (Hearing Impaired Services)

1-800-895-4949

Internet Address

www.xcelenergy.com

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Date Filed: ~~07-14-17~~03-15-24

By: ~~Christopher B. Clark~~Ryan J. Long

Effective Date: ~~11-02-17~~

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-~~24-17-553~~

Order Date: ~~11-02-17~~



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Date Filed:	<del>10-17-23</del> <u>03-15-24</u>	By: <del>Christopher B. Clark</del> <u>Ryan J. Long</u>	Effective Date:	<del>01-01-24</del>
President, Northern States Power Company, a Minnesota corporation				
Docket No.	<del>E_G002/GR-21-630M-24-</del>		Order Date:	<del>10-06-23</del>

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

**BUSINESS INCENTIVE AND SUSTAINABILITY RIDER**  
**(Continued)**

Section No. 5  
~~4th~~5th Revised Sheet No. 141

**ELECTRIC SERVICE AGREEMENT**

Any customer taking service under this Rider shall execute an Electric Service Agreement, or amend their existing Electric Service Agreement, with the Company for a period of six years beginning on the effective date on which the customer commences taking service under this Rider. Such Electric Service Agreements (new or amended) shall state the increased or new load level of the customer as well as the customer's obligation to continue to purchase all of their electric power and electric energy from the Company during the term of the agreement. The effective date of service under this rider will be set forth in the Electric Service Agreement but not before three months of qualified billing demand has occurred after the application. The Electric Service Agreement entered into pursuant to this Agreement and provision of the discount is not subject to Commission Approval.

**REPORTING REQUIREMENT**

No later than 30 days after the Company signs a new ESA with a customer to be served under the BIS Rider, the Company must file with the Commission a report showing the incremental revenues and the incremental costs associated with the new ESA. If no party objects to the ESA within 30 days of the filing date, the ESA is deemed to be approved. One year from the effective date of this tariff, and annually thereafter, the Company shall file a report with the Commission identifying the number of customers receiving service under this Rider and the associated incremental additional revenues received by the Company and the incremental additional costs experienced by the Company.

**REVENUE RECOVERY**

The Company, within a general rate case, is allowed to seek recovery of the difference between the applicable commercial and industrial tariff and this Rider times the usage level during the test year period.

**~~PANDEMIC AFFECTED CUSTOMER SECTION OF BUSINESS INCENTIVE AND SUSTAINABILITY RIDER~~**

**~~AVAILABILITY~~**

~~Available to existing demand metered commercial and industrial customers with pre-pandemic average monthly peak load between 100 kW and 2000 kW as measured during the 12 months ending February 2020, which is substantially reduced as a direct result of the COVID-19 coronavirus pandemic. Participation in the Pandemic Affected Customer Section of this Rider is subject to Company approval and is limited to a pre-pandemic total load level of 200 MW.~~

**~~RATE~~**

~~The rates and provisions of the customer's regular demand-metered rate schedule shall apply except a 25 percent credit shall be applied to the total monthly base rate charges excluding customer charges, after the application of voltage discounts, for the period ending March 31, 2021.~~

(Continued on Sheet No. 5-141.1)

Date Filed:	<del>10-25-21</del> <u>03-15-24</u>	By:	<del>Christopher B. Clark</del> <u>Ryan J. Long</u>	Effective Date:	<del>01-01-24</del>
			President, Northern States Power Company, a Minnesota corporation		
Docket No.	<del>E</del> <u>G</u> <u>002/M-24-GR-21-630</u>			Order Date:	<del>10-06-23</del>

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

**BUSINESS INCENTIVE AND SUSTAINABILITY RIDER  
(Continued)**

Section No. 5  
~~1st~~2nd Revised Sheet No. 141.1

**QUALIFICATION REQUIREMENTS**

~~Existing customers must have experienced a material and minimum 25 percent peak load reduction in direct response to government mandated requirements associated with the COVID-19 pandemic. The customer shall notify the Company in writing and document the COVID-19 basis for the electric load reduction and the associated kW load reduction. Following such notification, the Company will review the customer's monthly billing demands to confirm a material and qualifying peak load reduction. If approved by the Company, Rider credits will be applied to the customer's bill from the beginning of the billing period during which the customer for this section of the Rider is approved until March 31, 2021. The Company may discontinue the Rider credits if customer peak loads return to levels prior to the COVID-19 pandemic.~~

**APPLICATION**

~~As a condition of qualifying for the Rider credit, Customer must provide an application to the Company demonstrating that the COVID-19 pandemic has materially impacted its business and is responsible for a qualifying load reduction. Information tying the Customer's identification to its qualified billing demand and COVID-19 impacts to business and energy usage is trade secret information under the Minnesota Government Data Practices Act ("Act").~~

**ENERGY EFFICIENCY**

~~For service taken under the Pandemic Affected Customer Section of this Rider, the Customer must have participated, or agree to participate, in at least one of the Company's energy efficiency programs.~~

**REPORTING REQUIREMENT**

~~Monthly during the availability of the Pandemic Affected Customer section of the Rider, the Company will file with the Commission a listing of Customers deemed eligible and participating in this section of the Rider. In its annual filing on the BIS Rider, the Company shall file a report with the Commission identifying the number of customers receiving service under this section of the Rider and the total amount of the discount.~~

**REVENUE RECOVERY**

~~The Company, within a general rate case, is allowed to seek recovery of the customer credits provided through the pandemic section of this Rider.~~

**CANCELED**

Date Filed: ~~10-25-21~~03-15-24 By: ~~Christopher B. Clark~~Ryan J. Long Effective Date: ~~01-01-24~~  
President, Northern States Power Company, a Minnesota corporation  
Docket No. ~~E\_G002/M-24~~GR-21-630 Order Date: ~~10-06-23~~

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

**GENERAL RULES AND REGULATIONS  
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~~4th~~5th Revised Sheet No. TOC-1

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Date Filed: ~~11-03-10~~03-15-24 By: ~~Judy M. Pefar~~Ryan J. Long Effective Date: ~~09-01-12~~  
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation  
Docket No. ~~E\_G002/GR-10-971M-24-~~ Order Date: ~~05-14-12~~

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

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~~1st~~<sup>2nd</sup> Revised Sheet No. TOC-2

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Date Filed: ~~11-03-08~~<sup>03-15-</sup>  
~~24~~  
By: ~~Judy M. Pifer~~<sup>Ryan J. Long</sup>  
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation  
Docket No. E~~\_G002/GR-08-1065M-~~  
~~24-~~  
Effective Date: ~~04-01-10~~  
Order Date: ~~10-23-09~~

**GENERAL RULES AND REGULATIONS**

Section No. 6  
~~4th~~<sup>5th</sup> Revised Sheet No. 3

**SECTION 1 GENERAL SERVICE RULES**

**1.1 APPLICATION FOR SERVICE**

A party desiring electric service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the party desiring the service. The Company may refuse or terminate service to any applicant for or user of service who fails or refuses to furnish information requested by the Company for the establishment of a service account. In the event a customer does not make application for service in advance, receipt and use of electric service in the absence of application or contract shall constitute the user a customer of the Company subject to its rates, rules, and regulations and said user shall be responsible for payment of all service used.

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

**1.2 SERVICE CHARGES**

A. Service Processing Charge

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

B. Service Reconnection Charge

The Company charges a fee to reconnect service that has been disconnected for any permissible reason listed under MN Rule 7820.1000 ~~for non-payment~~. The fee amount is based on whether the meter installed at the customer premise is equipped with an internal service switch, and will be phased-in as follows:

Effective April 1, 2023:

- Residential customers with a standard AMI meter: \$13.50
- Residential customers opting for Manual Meter Reading Service: \$50
- Commercial customers on Small General Service and Small General Time of Day rates with a standard AMI meter: \$13.50
- Commercial customers opting for Manual Meter Reading Service: \$50
- All other customers: \$50

Effective January 1, 202~~6~~<sup>5</sup>:

- Residential customers with a standard AMI meter: \$13.50
- Residential customers opting for Manual Meter Reading Service: \$95
- Commercial customers on Small General Service and Small General Time of Day rates with a standard AMI meter: \$13.50
- Commercial customers opting for Manual Meter Reading Service: \$95
- All other customers: \$95

C. Service Relock Charge

The Company will charge \$95.00 for reconnecting service where the Company has disconnected service for non-payment and subsequently returned to relock the service after it was reconnected without Company authorization.

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

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

(Continued on Sheet No. 6-4)

Date Filed: ~~05-20-22~~<sup>03-15-24</sup> By: ~~Christopher B. Clark~~<sup>Ryan J. Long</sup> Effective Date: ~~04-01-23~~  
President, Northern States Power Company, a Minnesota corporation  
Docket No. ~~E\_G002/M-24-M-22-233~~ Order Date: ~~03-22-23~~

### 3.2 METHOD OF DETERMINING DEMAND FOR BILLING PURPOSES

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

### 3.3 READING FREQUENCY; CUSTOMER ACCOMMODATION

#### Meter Reading Standard

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

#### Meter Reading Options

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

### 3.4 MONTHLY BILLING

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

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(Continued on Sheet No. 6-14.1)

Date Filed: ~~42-22-22~~<sup>03-15-24</sup>

By: Ryan J. Long

Effective Date: ~~02-01-24~~

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-~~24--22-656~~

Order Date: ~~01-17-24~~

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

**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6

~~2nd~~<sup>3rd</sup> Revised Sheet No. 14.1

**3.5 AVERAGED MONTHLY PAYMENT PLAN**

Qualified customers may, at their request, be billed under the Company's Averaged Monthly Payment Plan. Such plan shall generally levelize a customer's monthly payments based on their historic use over a twelve-month period. An annual true-up is conducted in month twelve. The billing for any true-up month will reflect the actual billing for that month adjusted for the credit or debit balance carried forward from the previous month. The Company will initially establish the customer's Averaged Monthly Payment Plan and review and adjust as practical each quarter ~~subsequently review the monthly amount at least once per year~~ to ascertain its reasonableness compared to customer's projected annual bill using current rates. After 12 months, the customer will be automatically re-enrolled in the Averaged Monthly Payment Plan, unless the customer notifies the Company that they wish to cancel.

A customer may request a flat monthly payment amount. If the flat amount is requested at the time the twelve-month Averaged Monthly Payment Plan is established, the customer bill will undergo a quarterly review and will be adjusted to reflect usage patterns. A customer that requests a flat amount within a previously established Averaged Monthly Payment Plan will not receive a quarterly review, the review will occur at the time of the annual true-up.

Averaged Monthly Payment Plan is subject to the following conditions:

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

Removal from Averaged Monthly Payment Plan:

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

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

(Continued on Sheet No. 6-15)

Date Filed: ~~40-25-24~~<sup>103-15-24</sup> By: ~~Christopher B. Clark~~<sup>Ryan J. Long</sup> Effective Date: ~~01-01-24~~  
President, Northern States Power Company, a Minnesota corporation  
Docket No. ~~E\_G002/M-24-GR-21-630~~ Order Date: ~~10-06-23~~



**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**

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Date Filed:	<del>06-18-24</del> <u>03-15-24</u>	By: <del>Christopher B. Clark</del> <u>Ryan J. Long</u>	Effective Date:	<del>06-18-24</del>
Docket No.	E. <u>G</u> 002/M- <del>24-20-842</del>	President, Northern States Power Company, a Minnesota corporation	Order Date:	<del>05-07-24</del>

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 124

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**XCEL ENERGY'S ONLINE TERMS OF USE**

**BY USING THE SERVICE, YOU ARE ACCEPTING THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THE SERVICE.**

THESE TERMS OF USE (ALSO REFERRED TO AS "TERMS") ARE INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS GOVERNING THE SERVICE DESCRIBED BELOW BETWEEN YOU AND XCEL ENERGY INC., AND/OR ITS VARIOUS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY REFERRED TO AS "XCEL ENERGY").

THESE TERMS OF USE ARE A LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN YOU AND XCEL ENERGY. THESE TERMS OF USE, TOGETHER WITH THE [PRIVACY POLICY](#), GOVERN YOUR ACCESS TO AND USE OF THE SERVICE (DEFINED BELOW). "YOU," "USER," OR SIMILAR TERMS MEANS YOU, AS AN INDIVIDUAL, WHETHER YOU ARE AN ACCOUNT OWNER OR DELGATE, AS WELL AS THE EMPLOYER OR ENTITY ON WHOSE BEHALF YOU ARE USING THE SERVICE; YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF AND IF APPLICABLE, SUCH EMPLOYER OR ENTITY.

BY ACCESSING OR USING THE SERVICE, OR BY SELECTING "I AGREE" WHEN PROMPTED TO DO SO, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU CANNOT ACCESS OR UTILIZE THE SERVICE. YOU CAN CONTINUE TO RECEIVE RELEVANT BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT IN OTHER WAYS, INCLUDING MAIL AND PHONE.

XCEL ENERGY MAY MODIFY THESE TERMS AT ANY TIME IN ITS SOLE DISCRETION. WHILE XCEL ENERGY WILL MAKE REASONABLE EFFORTS TO NOTIFY YOU OF MATERIAL CHANGES TO THESE TERMS OF USE, YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS OF USE ON A REGULAR BASIS. BY ACCESSING OR USING THE SERVICE FOLLOWING SUCH MODIFICATION, YOU AGREE TO BE BOUND BY SUCH CHANGES TO THE TERMS. IF ADDITIONAL TERMS APPLY TO CERTAIN FEATURES OF THE SERVICE OR XCEL ENERGY PRODUCTS ASSOCIATED WITH THE SERVICE, THOSE TERMS WILL BE PROVIDED TO YOU PRIOR TO YOUR USE OF THE FEATURE. **YOU AGREE THAT XCEL ENERGY MAY MAKE THIS AND OTHER AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.**

***PLEASE PAY SPECIAL ATTENTION TO AND NOTE THE FOLLOWING PROVISIONS: SECTION 11 ("XCEL ENERGY'S WAIVER OF WARRANTIES AND LIMITATION OF ITS LIABILITY") AND SECTION 12 ("INDEMNIFICATION").***

(Continued on Sheet No. 7-125)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 125

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**1. What is the service?**

Xcel Energy operates and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

Xcel Energy grants you the right to access the Service via the Internet free of charge solely for your use. This license is personal to you. Consequently, you may not transfer or assign your rights under this license to anyone else. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy will grant similar licenses to other customers.

and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

(Continued on Sheet No. 7-126)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 126

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**1. User accounts.**

The Service includes a variety of different features as described above in Section 1. You are required to establish an account in order to access or use certain features of the Service. You may need to provide certain registration details or other information to create an account and to otherwise access and use the Service. When you establish an account, you agree that all the information you provide is correct, current and complete; you will not supply false contact information, impersonate any person or entity, or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. You agree that all information you provide to create an account or otherwise access or use the Service is governed by Xcel Energy's [Privacy Policy](#), and you consent to Xcel Energy's collection, use, and sharing of such information consistent with Xcel Energy's [Privacy Policy](#). Where it is reasonable to do so, or permitted by law, we may rely on implied consent.

If you choose, or are provided with, a user name, password, or any other piece of information as part of Xcel Energy's security procedures, you must treat such information as confidential. You agree not to give or make available your password or allow other means of access to your account by any unauthorized individuals. You are responsible for safeguarding your User ID and password and agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password. You agree to notify Xcel Energy immediately of any unauthorized access to or use of your User ID or password or any other breach of security. You shall not use or allow others to use the Service for any purpose not expressly permitted by these Terms of Use. Xcel Energy has the right to disable any User ID, password, or other identifier, whether chosen by you or provided by Xcel Energy, at any time if, in Xcel Energy's opinion, you have violated any provision of these Terms of Use.

**2. Your right to use the Service and eligibility requirements.**

Subject to your compliance with these Terms of Use, Xcel Energy grants you license to access the Service solely for your own personal and non-commercial purposes. You may view and download displayed materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the materials. The foregoing license is personal to you. Except as set forth in Section 4 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy grants similar licenses to other customers. You understand and agree that the Service is provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Service under these Terms of Use.

Service is offered and available to users who are 18 years of age or older and reside in the United States. By using the Service, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. If you do not meet all of these requirements, you must not access or use the Service.

(Continued on Sheet No. 7-127)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 127

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**4. Can I authorize others access to my accounts through the Service?**

Yes. Certain features of the Service will enable you to designate individuals who you authorize to access your account. These individuals, referred to as "**Delegates**," will be permitted to access the Service to the extent you designate. Please consider the Delegate designation carefully as these individuals will be able to perform certain actions in the Service depending on the level of access you provide the Delegate. **Xcel Energy has the right to rely upon actions and directions made by your designated Delegates as your legal agents, and you will be responsible for any actions taken by Delegates when accessing the Service.**

Please note that Xcel Energy will not honor any request from a third party to release customer information based on a Delegate's entry in the Service.

**5. Your access to the Service.**

Xcel Energy will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including licensed users. Xcel Energy does not make any representations or guarantees regarding uptime or availability of the Service.

You are responsible for:

- Making all arrangements necessary for you to have access to the Service.
- Ensuring that any of your designated Delegates are aware of these Terms of Use and comply with them.
- Ensuring that all persons who access the Service through your internet connection are aware of these Terms of Use and comply with them.

We may block, limit or terminate your access to the Service for any reason, including if: (i) you violate these Terms of Use; (ii) you violate any applicable law or regulation relating to your use of the Service; (iii) you engage in any conduct which Xcel Energy, in its sole discretion, believes is offensive, harmful, defamatory or otherwise harmful to Xcel Energy or others; or (iv) you breach any other agreement with Xcel Energy.

For purposes of accessing the Service, you are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Service features, and certain Service features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you are using the Service at your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment.

(Continued on Sheet No. 7-128)

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

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**5. Your access to the Service (Continued).**

You authorize Xcel Energy to contact you at the phone or mobile number provided in your account/s, via phone, text (SMS or MMS), or other similar method using automated dialing technology, artificial messages, or prerecorded messages. Consent is not a condition of buying any property, goods, or services. To opt-out at any time, reply "STOP". Message and data rates may apply.

**6. Xcel Energy's right to modify these terms of use.**

These terms of use, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "**Commission**"). Xcel Energy may file a copy of these terms of use with each such Commission. Please check the general terms and conditions of these Terms of Use regularly. In the future, Xcel Energy may want to revise these terms of use. While Xcel Energy will make reasonable efforts to notify you of material changes to these Terms of Use, your continued access or use of the Service after amendments are posted will constitute your acceptance of such amendments. If you have any questions about these Terms, contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.

**7. Third Party Websites.**

The Service may contain links or other connections to websites and social networks that are not under the control of or operated by Xcel Energy, but rather are exclusively controlled and operated by third parties (collectively, "Third-Party Sites"). You may be transferred to a Third-Party Site even though it may appear that you are still in the Service or on Xcel Energy's website. These Third-Party Sites are subject to different terms and conditions and privacy policies. When you access and use Third-Party Sites, review the applicable terms and conditions and privacy policies. You agree that your use of Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions.

Although Xcel Energy may provide a link to a Third-Party Site on the Service, such a link is not an authorization, endorsement, sponsorship or affiliation by Xcel Energy with respect to such Third-Party Site, its content, its owners or its providers. Accordingly, Xcel Energy makes no representations whatsoever concerning such Third-Party Sites. You are solely responsible for determining the extent to which you may use any content at any other Third-Party Sites to which you link from the Service.

**8. Each party's right to terminate this Agreement.**

Xcel Energy reserves the right to modify or terminate your access to and use of the Service (or any portion of the service) in its sole discretion without prior notice or liability to you. Any such modification or termination will not relieve you of your obligations incurred and accrued prior to the effective date of such modification or termination. You may opt to discontinue use of the Service at any time by not accessing the Service.

(Continued on Sheet No. 7-129)

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

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**9. Intellectual Property Rights.**

You acknowledge that, as between you and Xcel Energy, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software, the Service and other materials not generated by you (the "Content") on the Service and Xcel Energy's website are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the Service. All rights are reserved.

The entire contents and design of the Service and any Content are protected by U.S. and international copyright law. You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the Service for any purpose. Under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the Service.

**10. Restrictions on your use of the Service.**

You may use the Service for lawful purposes only. You shall not use the Service for any purposes beyond the scope of the access granted by these Terms of Use. You shall not at any time, directly or indirectly, and shall not permit any users to: (i) use the Service in a manner or for any purpose that would constitute a civil or criminal offense; (ii) use the Service in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy's customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution; (iii) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Xcel Energy or any third party; (iv) reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Service; (v) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service; (vi) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (vii) use any device, software or routine that interferes with or disrupts the Service, the server on which the Service is stored, or any server, computer or database connected to the Service; or (viii) use any automatic device, process or means to access the Service for any purpose, including monitoring or copying content on the Service.

While using the Service, you may not alter, interfere or disrupt the content or functioning of the Service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer codes files or programs that damage, interfere with, capture, intercept or expropriate any data relating to the Service or is potential harmful or malicious; or (ii) disproportionately burdens the delivery of the service online.

While using this Service, you also may not attempt to (i) probe, scan or test the vulnerability of a system or network or breach security or authentication measures; (ii) interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Service and "overloading," "flooding," "spamming," "mailbombing" or "crashing" the Service; (iii) forge any TCP/IP packet header or any part of the header information in any communication representing Xcel Energy.

We reserve the right to terminate access to the Service, or modify or discontinue the Service in whole or in part, at any time, for any reason. We may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

(Continued on Sheet No. 7-130)

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



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**ONLINE TERMS OF USE**

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**11. Privacy Policy and Communications.**

Please review Xcel Energy's Privacy Policy, which applies to personal information collected from or provided by you through the Service.

You agree that we may communicate with you through any and all contact information and methods you provide to us, including but not limited to text message, email, telephone, social media account, fax, and/or postal mail.

**12. Xcel Energy's waiver of warranties and limitation of its liability.**

(a) XCEL ENERGY MAKES REASONABLE EFFORTS TO PROVIDE MATERIAL AND CONTENT THROUGH THE SERVICE THAT IS CORRECT. HOWEVER, XCEL ENERGY CANNOT GUARANTEE THE ACCURACY OF THE CONTENT OR ANY MATERIAL PROVIDED THROUGH THE SERVICE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, XCEL ENERGY WILL TAKE REASONABLE STEPS TO INVESTIGATE THE REPORTED INACCURACY TO THE EXTENT REQUIRED BY APPLICABLE LAW, TARIFF, RULE OR REGULATION. BASED ON THE RESULTS OF THE INVESTIGATION WE WILL CORRECT ANY INACCURACY THAT WE DETERMINE EXISTS.

(b) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, XCEL ENERGY DOES NOT GUARANTEE THE AVAILABILITY OF THE SERVICE. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS ON THE SERVICE OR THE CONTENT. THE SERVICE AND ALL CONTENT IS PROVIDED "AS IS," AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE SERVICE OR THE CONTENT FOR ANY PURPOSE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE SERVICE OR THE CONTENT.

(c) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, THE CONTENTOR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, BREACH OF DATA OR SYSTEM SECURITY, LOSS OF GOODWILL OR REPUTATION, INCREASED COSTS, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THIS AGREEMENT OR THE CONTENT UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(Continued on Sheet No. 7-131)

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

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Original Sheet No. 131

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**13. Indemnification.**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS XCEL ENERGY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY AND ALL CLAIMS, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (I) YOUR ACCESSING OR USING, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, OR THE CONTENT PROVIDED THROUGH THE SERVICE; (II) YOUR USER CONTENT; AND/OR (III) YOUR BREACH OF THESE TERMS OF USE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**14. Your Content.**

The Service may allow you to upload, post or share information, text, data, photographs, graphics, logos and other content (collectively, "User Content"). In uploading, posting or sharing such User Content, you grant Xcel Energy and its affiliated entities a limited, non-exclusive, sublicensable, royalty-free license to display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Service.

You hereby represent and warrant to Xcel Energy that you are the owner or valid licensee of User Content, and your or Xcel Energy's use, publication and display of User Content will not infringe any third party intellectual property or proprietary rights.

These content standards apply to any and all User Content and use of the Service. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person. 9 Effective date: February 26, 2020
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Xcel Energy's Privacy Policy.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

(Continued on Sheet No. 7-132)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 132

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**15. Reporting Claims of Copyright Infringement.**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

General Counsel  
Xcel Energy  
401 Nicollet Mall; 8th Floor  
Minneapolis, MN 55401  
1-800-895-4999  
[customerservice@xcelenergy.com](mailto:customerservice@xcelenergy.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

**16. Cautionary Statement Regarding Forward-Looking Statements.**

The Service contains forward-looking statements that are subject to certain risks, uncertainties and assumptions, and other statements can often be identified by the words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "objective," "outlook," "plan," "project," "possible," "potential," "should," "will," "would" and similar expressions. Forward-looking statements speak only as of the date they are made, and we expressly disclaim any obligation to update any forward-looking information.

(Continued on Sheet No. 7-133)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 133

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**17. Wireless and Location-Based Features**

The Service may offer features that are available to you via your wireless device including the ability to access the Service's features and receive messages from the Service, and download applications (collectively, "Wireless Features").

If you have location-based features on your wireless device, you acknowledge that your device location may be tracked. You can terminate location tracking by us through Privacy Settings on your wireless device or by uninstalling our mobile app. Location-based features are used at your own risk and location data may not be accurate.

**18. Applicable Law and Venue.**

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service. If you are responsible for multiple addresses, this may vary by address if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the Service, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or otherwise dispute related to these Terms of the Service shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws. .

**19. U.S. Only.**

The Service is controlled and operated by Xcel Energy from its offices within the United States and is intended only for use by users in the United States. The Service is not intended to subject Xcel Energy to jurisdiction or law other than the laws of the United States, as applicable. Xcel 11 Effective date: February 26, 2020 Energy makes no representation that the information or materials on or linked through the Service is appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so. By submitting your personally identifiable information via the Service, you consent to the transfer to and processing of such data in the U.S.

**20. General Terms.**

These Terms, additional terms for different features of the Service, as applicable, the Privacy Policy, and any amendments thereto constitute an agreement between you and Xcel Energy with respect to your rights to access and use of the Service. These Terms are in addition to, and not in lieu of, any other applicable agreement and/or applicable terms between you and Xcel Energy. In the event of any direct conflict between agreement terms, the terms applicable to the most specific service or item shall control (for example, terms applicable to a single website would prevail over a directly conflicting term applicable to all websites). All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms of Use. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of these Terms of Use.

(Continued on Sheet No. 7-134)

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

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**ONLINE TERMS OF USE**

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Original Sheet No. 134

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**21. Additional Terms if you are a Governmental User.**

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of these Terms of Use.

**22. Force Majeure.**

Except to the extent otherwise required under applicable law, delay in or failure to perform any Service shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. Xcel Energy will not be held liable for any delay or failure in performance due to such circumstances.

**23. Assignment.**

Xcel Energy may assign its rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You may not assign rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without our prior written consent.

**24. Contact Information.**

If you have questions or comments about the Service or these Terms of Use, please contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.

**ONLINE TERMS OF USE – GREEN BUTTON CONNECT**  
**SERVICE DISCLAIMER**

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Original Sheet No. 135

**GREEN BUTTON CONNECT SERVICE DISCLAIMER**

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Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, Northern States Power Company, a Wisconsin Corporation, d/b/a Xcel Energy, Public Service Company of Colorado, a Colorado Corporation, d/b/a Xcel Energy, and Southwestern Public Service Company, a New Mexico Corporation, d/b/a Xcel Energy (individually and together, "Xcel Energy") and each of the Green Button Service Providers are independent parties. By authorizing the Green Button Service Providers access to your data under this Consent Agreement, you acknowledge that you do so at your own risk. If you acquire any of the products or services offered by these businesses, you are acquiring the products or services directly from those independent businesses. As independent parties, the Green Button Service Providers are solely responsible for their product or services and any claims, damages or other liability which may arise from their product or service or the performance of their product or service. Xcel Energy is not responsible for examining or evaluating, and does not warrant or guarantee, any Green Button product or service. Xcel Energy does not assume any responsibility or liability for the actions, products, or services of all these and any other third parties.

**Consent Agreement to Disclose Utility Customer Data**

**Customer Disclosures**

- Customer data can provide insight into activities within the premises receiving utility service. Your utility may not disclose your customer data except (1) if you authorize the disclosure, (2) to contracted service providers that perform services on behalf of the utility, or (3) as otherwise permitted or required by laws or regulations.
- You are not required to authorize the disclosure of your customer data. Not authorizing disclosure will not affect your utility services.
- You may access your standard customer data from your utility without any additional charge.
- Your utility will have no control over the data disclosed pursuant to this consent and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.
- In addition to your customer data, the data recipient may also receive the following from your utility: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Your utility will not provide any other information, including personally identifiable information, such as your Social Security Number or any financial account information to the data recipient through this consent form.

You may terminate your consent at any time 1) by notifying your Green Button service provider per your service agreement, 2) by visiting your Xcel Energy MyAccount customer portal and terminating your consent for the service, or 3) by sending a written request with your name and service provider to [greenbutton@xcelenergy.com](mailto:greenbutton@xcelenergy.com), or 4) by calling Xcel Energy's customer service center at 1-800-895-4999.

For additional information, including the Xcel Energy's privacy policy, visit <https://www.xcelenergy.com/privacy>.

By clicking the link below and proceeding beyond these disclosures, you acknowledge and agree that you are the customer of record for this account and that you authorize your utility service provider to disclose your customer data as specified in these Online Terms of Use. This consent is valid for three (3) years or until you terminate your service or withdraw your consent as provided herein.

N

Date Filed: 03-15-24

By: Ryan J. Long  
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E,G002/M-24-

Order Date:

**ONLINE TERMS OF USE - CUSTOMER AUTHORIZATION  
FOR THIRD PARTY SERVICE PROVIDER METER  
CONNECTION**

Section No. 7  
Original Sheet No. 136

**CUSTOMER AUTHORIZATION FOR THIRD PARTY SERVICE PROVIDER METER CONNECTION**

**N**

- Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, Northern States Power Company, a Wisconsin Corporation, d/b/a Xcel Energy, Public Service Company of Colorado, a Colorado Corporation, d/b/a Xcel Energy, and Southwestern Public Service Company, a New Mexico Corporation, d/b/a Xcel Energy (individually and together, "Xcel Energy") and each of the Third-Party Service Providers engaged by Xcel Energy for the purposes of this Authorization for Third-Party service Provider Meter Connection (the "Service") are independent parties and each independently supply the manner and means of performance of the Service authorized hereunder.
- By authorizing a Third-Party Service Provider to perform the Service and connect to the Xcel Energy meter installed on your premise, you understand that you are granting an independent party permission to access kilowatt (kW) and kilowatt-hour (kWh) data at one-second or five-second intervals from your premise receiving utility service. Access to this data can provide insight into activities within your premise receiving utility service.
- You are not required to authorize any Third-Party Service Provider to connect to the Xcel Energy meter installed at your premise and not authorizing the connection will not affect your utility services.
- Xcel Energy will have no control over the data once it is disclosed to a Third-Party Service Provider pursuant to your authorization and will not be responsible for monitoring or taking any steps to ensure that the Third-Party Service Provider maintains the confidentiality of the data or its use as authorized by you. Please be advised that you may not be able to control the use or misuse of the data once the Third-Party Service Provider has connected to the meter installed at your premise.
- If you decide to rescind your authorization and terminate the Third-Party Service Provider connection, you may do so at any time by 1) by visiting your Xcel Energy MyAccount customer portal and by visiting your Xcel Energy My Account customer portal and unenrolling from the service, or 2) by sending a written request with your name and service provider to EnergyLaunchpad@xcelenergy.com, or 3) by calling Xcel Energy's customer service center at 1-800-895-4999.
- If you acquire any other products or services offered by the Third-Party Service Providers other than the Service authorized under this Agreement, you are acquiring the products or services directly from them and not through Xcel Energy. As independent parties, the Third-Party Service Providers are solely responsible for their products and services, and any claims, damages or other liability which may arise from their products or services or the performance of their products or services shall be the responsibility of the Third-Party Service Providers.
- You are responsible for your selection of any other product or service offered by a Third-Party Service Provider. Xcel Energy is not responsible for examining or evaluating, does not endorse, and does not warrant or guarantee, any such other Third-Party Service Provider product or service. Xcel Energy does not assume any responsibility or liability for the actions, products, or services of all these and any other third parties and you hereby release and hold Xcel Energy harmless from any claim or damage which may arise out of your authorization given under these terms, the other Third-Party products or services or your use of the other Third-Party products or services.

For additional information, including the Xcel Energy's privacy policy, visit <https://my.xcelenergy.com/s/privacy>.

By clicking the link below and proceeding beyond this authorization, you acknowledge and agree that you are the customer of record for this account and that you authorize the Third-Party Service Provider to connect to the meter installed at your premise.

(submit or cancel options)

**N**

Date Filed: 03-15-24

By: Ryan J. Long  
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E,G002/M-24-

Order Date:



**MY ENERGY CONNECTION TERMS & CONDITIONS**

Section No. 7  
Original Sheet No. 137

**XCEL ENERGY'S "MY ENERGY CONNECTION" SOFTWARE APPLICATIONS  
LICENSE TERMS AND CONDITIONS**

YOU ARE ABOUT TO ENTER INTO AN AGREEMENT (THIS "AGREEMENT") BY CHECKING "I AGREE" BELOW. THIS AGREEMENT IS INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS BETWEEN YOU AND THE XCEL ENERGY UTILITY COMPANY THAT PROVIDES YOU WITH ELECTRIC AND/OR NATURAL GAS SERVICES (EITHER NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION, PUBLIC SERVICE COMPANY OF COLORADO, OR SOUTHWESTERN PUBLIC SERVICE COMPANY, ONE OF WHICH IS THE PUBLIC UTILITY COMPANY THAT PROVIDES YOU WITH ELECTRIC AND/OR NATURAL GAS SERVICES). FOR CONVENIENCE, THOSE PUBLIC UTILITY COMPANIES ARE REFERRED TO COLLECTIVELY AS "XCEL ENERGY". XCEL ENERGY PROVIDES THE MY ENERGY CONNECTION SOFTWARE APPLICATION SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THE YOU ACCEPT AND COMPLY WITH THEM. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND DOWNLOADING THE MY ENERGY CONNECTION APPLICATION, YOU (A) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND (B) REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT. **YOU AGREE THAT XCEL ENERGY MAY MAKE AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.**

**1. WHAT IS THE MY ENERGY CONNECTION APPLICATION?**

Xcel Energy's "My Energy Connection" application is a proprietary mobile application that, when downloaded and properly installed on a smart device, utilizes the Wi-Fi radio embedded in Xcel Energy's new smart meters to establish a connection with your home Wi-Fi network. This connection allows the My Energy Connection App on a smart device to establish a connection with the Xcel Energy smart meter and display "real-time" electricity usage data on the smart device. To download, install and use the My Energy Connection App, you will need to be an Xcel Energy electric service customer who has an active Xcel Energy "My Account." By installing and registering the My Energy Connection App on your mobile device you acknowledge and understand the My Energy Connection App will communicate via the internet certain information, including your Wi-Fi network name and password to Xcel Energy's hosted computer systems which is needed to set up and validate the My Energy Connection App on your smart device and securely connect your device to your smart meter.

Date Filed: 03-15-24

By: Ryan J. Long  
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E.G002/M-24-

Order Date:



**MY ENERGY CONNECTION TERMS & CONDITIONS**

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**2. WHAT HAPPENS IF I DO NOT AGREE TO THIS AGREEMENT?**

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST CLICK THE "DO NOT ACCEPT" BUTTON OR CLOSE YOUR BROWSER SESSION. YOUR NON-ACCEPTANCE OF THIS AGREEMENT OR ANY MODIFICATION WILL MEAN THAT YOU WILL NOT BE ABLE TO USE THE MY ENERGY CONNECTION APP. YOUR NON-ACCEPTANCE OF THIS AGREEMENT WILL NOT AFFECT YOUR UTILITY SERVICES.

**3. YOUR RIGHT TO USE THE MY ENERGY CONNECTION APP.**

Subject to the terms and conditions of this Agreement, for as long as you maintain an active Xcel Energy "My Account," Xcel Energy grants you a non-exclusive, non-transferable right and license to use the My Energy Connection App free of charge solely for your own purposes. This license grants you the right to: (a) download and install the My Energy Connection App on your mobile device in accordance with the documentation and instructions provided by Xcel Energy; and (b) use and run the My Energy Connection App as properly installed in accordance with this Agreement and any documentation and instructions supplied by Xcel Energy. You may view and download the My Energy Connection Software and other related materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the My Energy Connection Software or related materials. This license is personal to you. Except as set forth in Section 5 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy grants similar licenses to its other customers.

**4. DO NOT PROVIDE ANY INACCURATE OR FALSE INFORMATION TO XCEL ENERGY.**

As part of the registration process and your use of the My Energy Connection App, you will be asked to provide certain information to Xcel Energy. You agree that you will not supply false contact information, impersonate any person or entity, or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. The information provided by you may be used to determine eligibility for access to and use of the My Energy Connection App. If the information you have supplied is incorrect or is not up to date, Xcel Energy reserves the right to revoke your access to the My Energy Connection App. You agree that you will not attempt to obtain access to the My Energy Connection App, Xcel Energy's smart meter or smart meter data by providing false information or accessing an account for which you have no actual authority to access. Actual or attempted unauthorized use of the My Energy Connection App may result in criminal and/or civil prosecution.

**5. CAN I AUTHORIZE OTHERS ACCESS TO MY METER THROUGH THE MY ENERGY CONNECTION APP?**

Yes. Through your Xcel Energy My Account, the My Account Service will enable you to designate individuals who you have authorized to connect their smart device to your Xcel Energy smart meter. These individuals, referred to as "Delegates" as defined by "My Account", will be permitted to access the smart meter through the My Energy Connection App installed on the Delegate's smart device to the extent you designate.

Except for Delegates, you agree not to give or make available your password or allow other means of access to your account by any unauthorized individuals. You are responsible for safeguarding your User ID and password and agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password.

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**6. WILL XCEL ENERGY EVER ASK FOR MY PASSWORD?**

Xcel Energy representatives will never ask you for the password that you use to access your smart meter through the My Energy Connection App. You should reject any unsolicited requests for your password. If you believe that your password has been compromised, lost or stolen, or that someone may attempt to use your Xcel Energy account online without your consent, promptly notify Xcel Energy by calling 1-800-895-4999. You should also consider filing reports to applicable law enforcement agencies if the circumstances of the compromise appear to be the result of criminal conduct. Xcel Energy may at our option change the Password parameters without prior notice to you, and if Xcel Energy does so, you will be required to change your Password the next time you enter your Xcel Energy My Account. You are solely responsible for maintaining, installing, and operating your computer and software in using the My Energy Connection App. Xcel Energy is not responsible for errors or failures related to the malfunction of your computer or software.

**7. WHAT HAPPENS IF I FORGET MY PASSWORD?**

Xcel Energy can help you recover or reset your password. You will select security questions and their answers during your profile registration. Correct answers to these questions will allow access to your account if you forget the password. Select security questions and answers carefully so the information is known only to you. If you are unable to reset or recover your password, please contact Xcel Energy. Xcel Energy's relevant contact information can be found at <http://www.xcelenergy.com/ContactUs>.

**8. HOW XCEL ENERGY USES INFORMATION SUPPLIED BY YOU.**

The information included in your Xcel Energy "My Account" service profile including, but not limited to, your user name, password, personal usage data and account data, is used as part of your use of the My Energy Connection App. Xcel Energy takes protecting your personal information seriously and use of this information is subject to the Xcel Energy Privacy Policy. **XCEL ENERGY WILL NOT SELL, RENT OR GIVE AWAY YOUR PERSONAL INFORMATION TO OTHER COMPANIES FOR USE IN SELLING THEIR PRODUCTS OR SERVICES UNLESS YOU CONSENT.** The submission of your personal data, and our use of your personal and financial data, is subject to the terms of this Agreement and the Xcel Energy Privacy Policy. By using "My Account" and submitting your personal and financial information to us, you agree to the terms of the Xcel Energy Privacy Policy.

**9. XCEL ENERGY'S RIGHT TO MODIFY THIS AGREEMENT, INCLUDING TO COMPLY WITH APPLICABLE LAWS, RULES, AND REGULATIONS.**

This Agreement, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "**Commission**"). Xcel Energy may file a copy of this Agreement with each such Commission. Please check the general terms and conditions of this Agreement regularly. In the future, Xcel Energy may want to modify this Agreement. If Xcel Energy does so, Xcel Energy will provide you prompt notification of such modifications by posting the updated terms on the Xcel Energy My Energy Connection web site. Your continued use of the My Energy Connection App after amendments are posted will constitute your acceptance of such amendments. If you do not agree with the change, you should stop using the My Energy Connection App and uninstall the My Energy Connection App from your smart device. The most up-to-date version of this Agreement will always be available for your review on the Xcel Energy My Energy Connection web site. If you have any questions about this Agreement, contact Xcel Energy at the relevant contact number found at <http://www.xcelenergy.com/ContactUs>.

Date Filed: 03-15-24

By: Ryan J. Long  
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E,G002/M-24-

Order Date:

**MY ENERGY CONNECTION TERMS & CONDITIONS**

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**10. EACH PARTY'S RIGHT TO TERMINATE THIS AGREEMENT.**

(a) This Agreement and the rights Xcel Energy grants to you under it are effective from the time that you indicate your acceptance of this Agreement and continue until (i) terminated by Xcel Energy, (ii) you unsubscribe from the Xcel Energy My Account services, or (iii) you no longer have an active service account with Xcel Energy. You may opt to discontinue use of the My Energy Connection App at any time by uninstalling the My Energy Connection App from your smart device. If either party terminates this Agreement, your license and access to the My Energy Connection App will also automatically terminate. Xcel Energy may at any time modify or discontinue any aspect or component of the My Energy Connection App. In Xcel Energy's sole and absolute discretion, Xcel Energy may, without notice, restrict or terminate this Agreement and your use of the My Energy Connection App, user accounts, user IDs or passwords. Any such restriction or termination will not relieve you of obligations incurred and accrued prior to the effective date of such termination.

(b) Xcel Energy may change or add additional features to the My Energy Connection App, as appropriate. Xcel Energy shall notify you of any changes to features if Xcel Energy is legally required to do so. By installing and using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

**11. INTELLECTUAL PROPERTY RIGHTS.**

(a) The My Energy Connection App and all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software and other materials associated with or made available to you as a result of your use of the My Energy Connection App ("Content") are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify, or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the My Energy Connection App. Xcel Energy reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the My Energy Connection App.

(b) You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the My Energy Connection App for any purpose. Except as expressly provided in this Agreement, under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the My Energy Connection App.

(c) If you send or transmit any communications or materials to Xcel Energy by mail, email, telephone, or otherwise, suggesting or recommending changes to the My Energy Connection App, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Xcel Energy is free to use such Feedback, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

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**12. RESTRICTIONS ON YOUR USE OF THE MY ENERGY CONNECTION APP.**

(a) You may use the Service for lawful purposes only and only as expressly provided in this Agreement or any documentation provided by Xcel Energy. You are prohibited from using the My Energy Connection App in a manner that would constitute a civil or criminal offense. You are prohibited from using the My Energy Connection App in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy's customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution. You are prohibited from using or infringing on the intellectual property of Xcel Energy or any of its third parties. You are prohibited from installing or attempting to install or upload software viruses, mass mailings, chain letters or any form of spam or disruptive technological artifice. The rights granted to you in this Agreement may be exercised within the United States. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, you will not at any time, copy, modify, or create derivative works of the My Energy Connection App or the related Xcel Energy documentation or materials, in whole or in part, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the My Energy Connection App or the related documentation or materials or reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the My Energy Connection App, in whole or in part. You are responsible and liable for all uses of the My Energy Connection App and which may result from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

(b) Because the My Energy Connection App is software that may be adversely affected by other computer applications and software programs, you agree to maintain reasonable security including antivirus, Internet firewall, or other software and/or systems in place to reduce the risk of unauthorized access to your mobile device and your account. If you fail to implement reasonable security measures or allow someone else to access your account(s) or your mobile device without your authorization, you are responsible for any actions taken by such individual. Xcel Energy is not required to seek damages from a third party due to your failure to maintain security from your computer or your computer's Internet connection.

(c) While using the My Energy Connection App, you may not alter, interfere or disrupt the content or functioning of the My Energy Connection App or the Xcel Energy My Account service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that damage, interfere with, capture, intercept or expropriate any data relating to the Service; or (ii) disproportionately burdens the delivery of the Service online.

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Date Filed: 03-15-24

By: Ryan J. Long  
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E,G002/M-24-

Order Date:

**MY ENERGY CONNECTION TERMS & CONDITIONS**

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**13. XCEL ENERGY'S WAIVER OF WARRANTIES AND LIMITATION OF ITS LIABILITY.**

(a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS ON THE MY ENERGY CONNECTION APP, THE CONTENT, OR EQUIPMENT PROVIDED RELATED TO THE USE OF THE MY ENERGY CONNECTION APP. THE MY ENERGY CONNECTION APP AND ALL CONTENT IS PROVIDED "AS IS", AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE MY ENERGY CONNECTION APP OR THE CONTENT FOR ANY PURPOSE. FOR EXAMPLE, XCEL ENERGY DOES NOT WARRANT THAT MY ENERGY CONNECTION APP OR ANY CONTENT OR SERVICE PROVIDED WILL: (I) BE UNINTERRUPTED OR ERROR-FREE, (II) MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, (III) ACHIEVE ANY INTENDED RESULT, (IV) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR (V) BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE MY ENERGY CONNECTION APP, THE METER DATA OR THE CONTENT.

(b) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MY ENERGY CONNECTION APP THE CONTENT OR EQUIPMENT RELATED TO YOUR USE OF THE MY ENERGY CONNECTION APP, OR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THIS AGREEMENT, THE MY ENERGY CONNECTION APP OR THE CONTENT UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) YOU AND EACH AUTHORIZED DELEGATE INDEMNIFIES AND HOLDS XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF REVENUE; LOSS OF USE OF THE MY ENERGY CONNECTION APP, LOSS OF USE OR DAMAGE TO YOUR COMPUTER EQUIPMENT OR PRODUCTS OR PROGRAMS, BUSINESS INTERRUPTION, LOSS OF USE OF DATA, PROGRAMS OR EQUIPMENT) ARISING OUT OF YOUR ACCESSING, USING, OR YOUR INABILITY TO ACCESS, OR USE, THE MY ENERGY CONNECTION APP, OR THE CONTENT PROVIDED THROUGH THE USE OF THE MY ENERGY CONNECTION APP.

(d) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

Date Filed: 03-15-24

By: Ryan J. Long  
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E,G002/M-24-

Order Date:

**MY ENERGY CONNECTION TERMS & CONDITIONS**

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**14. APPLICABLE LAW AND VENUE.**

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service. If you are responsible for multiple premises this may vary by premises if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the My Energy Connection App, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or other dispute related to this Agreement or the My Energy Connection App shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws.

**15. GENERAL TERMS.**

This Agreement, the individual programs terms of use referencing this Agreement, the Privacy Policy, and any amendments thereto constitute the entire agreement between you and Xcel Energy with respect to your rights to access and use of the My Energy Connection App. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into this Agreement. All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of this Agreement.

**16. ADDITIONAL TERMS IF YOU ARE A GOVERNMENTAL USER.**

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of this Agreement.

**17. FORCE MAJEURE**

Except to the extent otherwise required under applicable law, delay in or failure to perform any obligation shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. In such instances, Xcel Energy agrees to resume performance of affected Services as soon as commercially feasible to do so.

**18. SYSTEMS REQUIREMENTS**

You are responsible for obtaining, installing, maintaining, and operating all mobile and Wi-Fi equipment, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation provided to you in connection with My Energy Connection.

Date Filed: 03-15-24

By: Ryan J. Long  
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E,G002/M-24-

Order Date:



**STANDARD BILLING FORM BACK**

Section No. 8

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IMPORTANT PHONE NUMBERS		IMPORTANT ADDRESSES	
Electric Emergencies:	800.855.1999	24 hours, 7 days a week	
Natural Gas Emergencies:	800.855.2999	24 hours, 7 days a week	
Residential Customer Service*:	800.855.4999	7 a.m.–7 p.m., Mon.–Fri. 9 a.m.–5 p.m., Sat. 8 a.m.–5 p.m., Mon.–Fri. 24 hours, 7 days a week	
Business Solutions Center*:	800.481.4700		
TTD/TTY:	800.855.4949		
Call Before You Dig:	811		

**GENERAL INFORMATION**

Electricity is collected from customers and paid directly to the city.

In most cases Xcel Energy will use your check information to make a one-time electronic debit from your checking account on the day we receive your check. There are no fees for this electronic conversion. In all other cases we will process your check.

**Environmental Information**

Fuels used to generate electricity have different costs, reliability and air emissions. For more information, contact Xcel Energy at 800.855.4999 or online at [xcelenergy.com](http://xcelenergy.com). You can also contact the Minnesota Department of Commerce at <http://mn.gov/commerce> or the Minnesota Pollution Control Agency at <https://www.mn.gov/quick-links/electricity-and-environment>.

**Estimated Bills**

Xcel Energy attempts to read meters each month. If no reading is taken, Xcel Energy estimates your month's bill based on your past use.

**ABOUT YOUR ELECTRIC RATES**

**Affordability Charge**  
A surcharge to recover the costs of low-income customers.

**Basic Service Charge**  
Fixed monthly charge for certain customers.

**Conservation Improvement Program**  
Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

**Decoupling Adjustment**  
A credit or surcharge to residential and non-demand business customers that separates the recovery of fixed costs from sales, adjusted annually based on the average electricity usage of each customer class.

**Demand Charge**  
Charge to commercial and industrial customers for the fixed cost of meeting the peak electric loads on Xcel Energy's system. The charge applies to the highest 15 minute kW demand during the billing period.

**Energy Charge**  
Charge per kWh of electricity usage to recover the variable cost of generating electricity.

**Fuel Cost Charge**  
Charge per kWh to recover the costs of fuel used in generating plants, as well as the cost of purchasing energy from other sources.

**Mercury Cost Recovery**  
Minnesota law allows Xcel Energy to recover costs related to reducing Mercury emissions at two of Xcel Energy's fossil fuel power plants.

**Renewable Development Fund**  
Minnesota law requires Xcel Energy to allocate money to support research and development of renewable energy technologies, grid modernization, and other projects that increase system efficiency.

**Renewable Energy Standard**  
Minnesota law allows Xcel Energy to recover the costs of new renewable generation.

**Resource Adjustment**  
This includes costs related to: Conservation Improvement Programs, Mercury Cost Recovery, Renewable Development Fund, Renewable Energy Standard, State Energy Policy, Transmission Cost Recovery.

**State Energy Policy**  
Minnesota law allows Xcel Energy to recover costs related to various energy policies approved by the Legislature.

**Transmission Cost Recovery**  
Minnesota law allows Xcel Energy to recover costs associated with new investments in the electric transmission system necessary to deliver electric energy to customers.

**Windsource®**  
Windsource is an optional program where you choose how much wind energy you would like to support. You can choose a fixed number of Windsource blocks (100 kWh each) or choose a 100% Windsource option.

**ABOUT YOUR NATURAL GAS RATES**

**Basic Service Charge**  
Monthly charge for certain fixed costs (meter and distribution system via pipeline. This charge is not included in the delivery costs of natural gas itself.

**Change per therm**  
Charge to recover the cost of natural gas purchased from Xcel Energy's distribution system via pipeline. This charge is not included in the delivery costs of natural gas itself.

**Conservation Improvement Programs**  
Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

**Distribution Charge**  
Charge per therm that covers only the delivery costs of natural gas to a home or business through our distribution system. It does not include the charges for the natural gas itself.

**Gas Affordability Program**  
A surcharge to recover the costs of offering a low-income customer on-pay program designed to reduce natural gas service disconnections. Bill modifications.

**Gas Utility Infrastructure Costs**  
Minnesota law allows Xcel Energy to recover the cost of gas utility infrastructure modifications, and replacement of natural gas facilities as required by state and federal pipeline safety programs.

**Heat Content Adjustment**  
Corrects for variances in the heating capability of natural gas, and the adjustment varies monthly. The higher the heat content, the lower the volume of natural gas needed to provide the same heating.

**New Area Service/Extension Surcharge**  
Monthly charge for extending natural gas service to areas where the cost would otherwise have been prohibitive under Company's present rates and service extension policy.

**Pressure Correction Adjustment**  
Adjusts for variances in the amount of natural gas measured by different types of meters due to pressure differences in the natural gas delivered to a service.

**Resource Adjustment**  
This includes costs related to Conservation Improvement Programs, Gas Utility Infrastructure Costs and State Energy Policy Rider.

**State Energy Policy**  
Minnesota law allows Xcel Energy to recover costs related to various energy policies approved by the Legislature.

**Therm**  
A therm is a unit of heating value equal to 100,000 British Thermal Units (BTUs). Since natural gas meters measure the volume of natural gas consumed in cubic feet, the Heat Content Adjustment is used to determine how much heat, in therms, is contained in the volume consumed.

**PAYMENT OPTIONS** Learn more at [xcelenergy.com/payment](http://xcelenergy.com/payment)

**Standard Payment Options:** (No fees apply)

- **My Account/Bill/Mobile App** — View/pay your bill electronically, view energy usage and access account information.
- **Auto Pay** — Automatically pay your bill directly from your bank account.
- **Pay By Phone** — Make your payment by phone from your checking or savings account by calling 800.855.4999.
- **Pay By Mail** — Return the enclosed envelope and attached bill stub with your payment. Apply proper postage.
- **Bank View and Pay** — View and pay your bills online through a third-party vendor.

**Other Payment Options:** (Third-party fees will apply. Xcel Energy does not collect nor benefit from these fees.)

- **Credit/Debit Card Payment** — Pay with your credit or debit card electronically in My Account/Bill/Mobile App, or by calling 823.680.1365. A processing fee is charged for each credit/debit card payment.
- **Pay Stations** — Pay your bill in-person at a location near you. A processing fee is charged for payments made at a pay station.

Learn more at [xcelenergy.com/MyAccount](http://xcelenergy.com/MyAccount)

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

**CUSTOMER RIGHTS  
DISCONNECTION DURING COLD WEATHER (Continued)**

Section No. 11  
~~3rd~~<sup>4th</sup> Revised Sheet No. 9

**2.9 CUSTOMERS ABOVE 50 PERCENT OF STATE MEDIAN INCOME**

During the cold weather period, a customer whose household income is above 50 percent of state median income:

1. has the right to a payment agreement that takes into consideration the customer's financial circumstances and any other extenuating circumstances of the household; and
2. may not be disconnected and must be reconnected if the customer makes timely payments under a payment agreement accepted by the Company.

The second sentence in Section 2.7 does not apply to customers whose household income is above 50 percent of state median income.

**2.10 REPORTING**

Annually on ~~November 1~~<sup>October 15</sup>, the Company must electronically file with the Minnesota Public Utilities Commission a report, in a format specified by the Minnesota Public Utilities Commission, specifying the number of the Company's heating service customers whose service is disconnected or remains disconnected for nonpayment as of September 15 and October 1. If customers remain disconnected on October 1, the Company must file a report each week between ~~November 1~~<sup>October 15</sup> and the end of the cold weather period specifying:

1. the number of the Company's heating service customers that are or remain disconnected from service for nonpayment; and
2. the number of the Company's heating service customers that are reconnected to service each week. The Company may discontinue weekly reporting if the number of the Company's heating service customers that are or remain disconnected reaches zero before the end of the cold weather period.

The data reported under this Section and Minn. Stat. 216B.096 are presumed to be accurate upon submission and must be made available through the Minnesota Public Utilities Commission's electronic filing system.

**2.11 NOTICE TO CITIES OF UTILITIES DISCONNECTIONS**

Upon written request from a statutory or home rule charter city and consistent with Minn. Stat. §216B.0976, the Company will provide reports of currently disconnected properties or newly disconnected properties for customers located within the city's boundaries.

Date Filed: ~~08-04-21~~<sup>03-15-24</sup> By: ~~Christopher B. Clark~~<sup>Ryan J. Long</sup> Effective Date: ~~09-08-21~~  
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation  
Docket No.: E.G.~~002999/M-24-CI-21-~~<sup>535</sup> Order Date: ~~09-08-21~~

## **Gas**

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

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~~43th~~14th Revised Sheet No. 1

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(Continued on Sheet No. 1-2)

Date Filed:	<del>11-01-23</del> <u>03-15-24</u>	By: <del>Christopher B. Clark</del> <u>Ryan J. Long</u>	Effective Date:	<del>01-01-24</del>
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	<u>E</u> .G002/ <del>GR-23-413</del> <u>M-24-</u>		Order Date:	<del>12-22-23</del>

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

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

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**CONTACT LIST**

Section No. 2

~~6th~~7th Revised Sheet No. 1

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Listed below are the name, title, address, and telephone numbers of Northern States Power Company personnel to be contacted in connection with:

All Matters Relating to Rates and Rules

~~Christopher B. Clark~~Ryan J. Long

President, Northern States Power Company,

a Minnesota corporation

414 Nicollet Mall, ~~401-9~~

Minneapolis, MN 55401

Telephone No. 1-800-328-8226

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Gas Emergencies & Outages

1-800-895-2999

Residential Customer Service

1-800-895-4999

Business Solutions Center

1-800-481-4700

(Commercial / Industrial Customer Service)

TDD/TYY (Hearing Impaired Services)

1-800-895-4949

Internet Address

www.xcelenergy.com

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Date Filed: ~~07-14-17~~03-15-24

By: ~~Christopher B. Clark~~Ryan J. Long

Effective Date: ~~11-02-17~~

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-~~24-17-553~~

Order Date: ~~11-02-17~~

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

**COMMERCIAL FIRM SERVICE (Continued)**

Section No. 5

**RATE CODES: SMALL 102 & 108; LARGE 118 & 125**

~~6th~~<sup>7th</sup> Revised Sheet No. 2.1

**RESOURCE ADJUSTMENT**

All customer bills under this rate are subject to the adjustment provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider and the Gas Utility Infrastructure Cost Rider.

**SURCHARGE**

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider. See additional information on the Surcharge Rider in this section.

**LOW INCOME ENERGY DISCOUNT RIDER**

All customer bills under this rate are subject to the adjustment provided for in the Low Income Energy Discount Rider. For information on the Low Income Energy Discount Rider, see separate sheets in this section.

~~**FEBRUARY 2021 WEATHER EVENT — PRICING EVENT SURCHARGE**~~

~~The above rate is subject to the Pricing Event Surcharge. See Purchased Gas Adjustment Clause, Section 5, Sheet 42.~~

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**REVENUE DECOUPLING MECHANISM RIDER**

Bills are subject to the adjustments provided for in the Revenue Decoupling Mechanism Rider.

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The following are additional terms and conditions for service under this tariff.

**LATE PAYMENT CHARGE**

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in Section 6 of the General Rules and Regulations.

Date Filed: ~~11-01-21~~<sup>03-15-24</sup>

By: ~~Christopher B. Clark~~<sup>Ryan J. Long</sup>

Effective Date: ~~08-01-23~~

President, of Northern States Power Company, a Minnesota corporation

Docket No. ~~E~~<sup>G</sup>002/~~M-24-GR-21-678~~

Order Date: ~~04-13-23~~

**COMMERCIAL DEMAND BILLED SERVICE (Continued)**  
**RATE CODES: SMALL 119, LARGE 103**

Section No. 5  
~~40th~~11th Revised Sheet No. 4

**SUPERCOMPRESSIBILITY ADJUSTMENT**

For customers served at 25 PSIG or greater, an adjustment factor or correction device shall be used to correct gas consumption measurements for super compressibility.

**DETERMINATION OF MONTHLY BILLING DEMAND**

The demand in Therms for billing purposes for the month in which bill is rendered shall be the greater of:

1. The highest daily consumption recorded during the billing month; or
2. The firm contract quantity specified in the service agreement between Company and customer; or
3. The highest daily consumption previously recorded at customer's meter location.

A customer who installs equipment which would verifiably reduce customer's firm demand under this service schedule may request a restated firm contract quantity by providing such verification to Company and entering into new service agreement with Company.

Where customer has alternate fuel capability for load in excess of contract demand, additional volumes will be provided on an interruptible basis at rates equal to the applicable rates for equivalent interruptible service.

Curtailment notifications will be made to customer provided notification devices (e.g. phone, email, text message, fax, pager) a minimum of one hour prior to the curtailment start. Notifications identifying the end of the curtailment period will be made to interruptible gas customers in the same manner.

**RESOURCE ADJUSTMENT**

All customer bills under this rate are subject to the adjustment provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider and the Gas Utility Infrastructure Cost Rider.

**SURCHARGE**

In certain communities, customer bills under this rate are subject to surcharges provided for in a Surcharge Rider. See additional information on the Surcharge Rider in Section 5.

**LOW INCOME ENERGY DISCOUNT RIDER**

All customer bills under this rate are subject to the adjustment provided for in the Low Income Energy Discount Rider. For information on the Low Income Energy Discount Rider, see separate sheets in this section.

**~~FEBRUARY 2021 WEATHER EVENT – PRICING EVENT SURCHARGE~~**

~~The above rate is subject to the Pricing Event Surcharge. See Purchased Gas Adjustment Clause, Section 5, Sheet 42.~~

The following are additional terms and conditions for service under this tariff.

**LATE PAYMENT CHARGE**

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in Section 6 of the General Rules and Regulations.

**REVENUE DECOUPLING MECHANISM RIDER**

Large Commercial Demand Billed Service (103) bills are subject to the adjustments provided for in the Revenue Decoupling Mechanism Rider

(Continued on Sheet No. 5-4.1)

Date Filed: ~~05-12-23~~03-15-24 By: ~~Christopher B. Clark~~Ryan J. Long Effective Date: ~~08-01-23~~  
President, Northern States Power Company, a Minnesota corporation  
Docket No. ~~E.G002/GR-21-678M-24-~~ Order Date: ~~04-13-23~~

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

**INTERRUPTIBLE SERVICE (Continued)**  
**RATE CODES: SMALL 105 & 111, MEDIUM 106, LARGE 120**

Section No. 5  
~~4th~~5th Revised Sheet No. 11.1

**RESOURCE ADJUSTMENT**

All customer bills under this rate are subject to the adjustment provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider and the Gas Utility Infrastructure Cost Rider.

**SURCHARGE**

In certain communities, customer bills under this rate are subject to surcharges provided for in a Surcharge Rider. See additional information on the Surcharge Rider in this section.

~~**FEBRUARY 2021 WEATHER EVENT — PRICING EVENT SURCHARGE**~~

~~The above rate is subject to the Pricing Event Surcharge. See Purchased Gas Adjustment Clause, Section 5, Sheet 42.~~

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**REVENUE DECOUPLING MECHANISM RIDER**

Small and Medium Interruptible Service (105, 106, 111) bills are subject to the adjustments provided for in the Revenue Decoupling Mechanism Rider.

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(Continued on Sheet No. 5-12)

Date Filed:	<del>05-12-23</del> <u>03-15-24</u>	By: <del>Christopher B. Clark</del> <u>Ryan J. Long</u>	Effective Date:	<del>08-01-23</del>
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	<del>E</del> <u>G002/M-24-GR-21-678</u>		Order Date:	<del>04-13-23</del>

**4. GAS SUPPLY COST TRUE-UP (Continued)**

For each supply component, the true-up difference factor is the sum of the annual true-up difference plus any over, or under, recovery of true-up obligation from the previous year, divided by the appropriate, budgeted annual sales beginning with the upcoming September sales. The annual true-up difference is the actual cost experienced during the 12 month period less annual gas cost recovered in retail rates. The actual cost experience shall include carrying cost, computed using the same rate as pipeline refunds, applied to the difference in the value of inventory levels associated with natural gas actually injected into underground storage during the 12 month period and the levels used to establish base rates. Annual gas cost recovered equals the unit rates used in calculating PGA during the period, multiplied by the sales during the period each of the unit rates were in effect.

**5. REFUNDS**

Refunds and interest thereon received from any supplier or transporter of purchased gas that are attributable to the cost of gas previously sold or to transportation of said gas will be refunded pursuant to Minn. Rules 7825.2700, Subp. 8, in effect from time to time. Upon approval of the Commission, refunds of less than \$5.00 per customer may be retained by the Company and separately accounted for until such time as the balance, together with additional supplier refunds, produces a refund of \$5.00 or more per customer.

**6. LOST AND UNACCOUNTED FOR GAS**

The annual Gas Supply Cost True-up shall include an adjustment for net lost and unaccounted for (LAUF) gas volumes provided by Firm Transportation Service, Interruptible Transportation Service and Negotiated Transportation Service customers pursuant to the monthly cash-out mechanism. The LAUF factor applicable to such Transportation Service tariffs shall be the factor on file with the Commission from time-to-time.

**7. FEBRUARY 2021 WEATHER EVENT – PRICING EVENT SURCHARGE**

For the period October 1, 2021 through December 31, 2026 (Residential) ~~and October 1, 2021 through December 31, 2023 (non-Residential)~~, a Pricing Event Surcharge will be included on customer bills, for recovery of certain gas costs incurred by Xcel Energy from February 13-17, 2021. This surcharge is subject to refund by Commission decision or if offsets to costs are received by the Company. The surcharge is applicable to customers taking gas sales service.

Pricing Event Surcharge Exemption: Low-income residential customers who applied and were determined eligible for LIHEAP assistance during 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, or 2025-2026 as well as those residential customers who are 61 to 120 days in arrears on their natural gas bills as of June 30, 2021 are exempt from paying the Pricing Event Surcharge. Identification of exempt customers will be adjusted effective with the following schedule:



**MINNESOTA GAS RATE BOOK - MPUC NO. 2****PURCHASED GAS ADJUSTMENT CLAUSE (Continued)**

Section No. 5

~~2nd~~<sup>3rd</sup> Revised Sheet No. 42.1

Pricing Event Surcharge Factors – October 1, 2021 through December 31, 2026 – Residential

October 1, 2021 – October 31, 2021: \$0.14795 per therm

November 1, 2021 – December 31, 2021: \$0.05918 per therm

January 1, 2022 – December 31, 2022 \$0.04716 per therm

January 1, 2023 – December 31, 2026: \$0.04219 per therm

~~The Pricing Event Surcharge Factors for each customer group are as follows:~~**~~Pricing Event Surcharge Factors—October 1, 2021 through December 31, 2022~~**

<del>-</del>	<del>Summer Season</del>	<del>Winter Season</del>
<del>-</del>	<del>Oct 1, 2021-Oct 31, 2021</del>	<del>Nov 1, 2021-Mar 31, 2022</del>
<del>-</del>	<del>Apr 1, 2022-Oct 31, 2022</del>	<del>Nov 1, 2022-Dec 31, 2022</del>
<del>-</del>	<del>\$/therm</del>	<del>\$/therm</del>
<del>Small Commercial</del>	<del>\$0.14729</del>	<del>\$0.05891</del>
<del>Large Commercial</del>	<del>\$0.14729</del>	<del>\$0.05891</del>
<del>Small Demand—Commodity</del>	<del>\$0.10574</del>	<del>\$0.04230</del>
<del>Small Demand—Demand</del>	<del>n/a</del>	<del>n/a</del>
<del>Large Demand—Commodity</del>	<del>\$0.10574</del>	<del>\$0.04230</del>
<del>Large Demand—Demand</del>	<del>n/a</del>	<del>n/a</del>
<del>Small Interruptible</del>	<del>\$0.10777</del>	<del>\$0.04311</del>
<del>Medium Interruptible</del>	<del>\$0.06058</del>	<del>\$0.02423</del>
<del>Large Interruptible</del>	<del>\$0.06058</del>	<del>\$0.02423</del>
<del>Transportation</del>	<del>*</del>	<del>*</del>

**~~Pricing Event Surcharge Factors—January 1, 2023 through December 31, 2023~~**

<del>-</del>	<del>Summer Season</del>	<del>Winter Season</del>
<del>-</del>	<del>Apr 1, 2023—Oct 31, 2023</del>	<del>Jan 1, 2023—Mar 31, 2023</del>
<del>-</del>	<del>-</del>	<del>Nov 1, 2023-Dec 31, 2023</del>
<del>-</del>	<del>\$/therm</del>	<del>\$/therm</del>
<del>Small Commercial</del>	<del>\$0.23472</del>	<del>\$0.09389</del>
<del>Large Commercial</del>	<del>\$0.23472</del>	<del>\$0.09389</del>
<del>Small Demand—Commodity</del>	<del>\$0.16021</del>	<del>\$0.06408</del>
<del>Small Demand—Demand</del>	<del>n/a</del>	<del>n/a</del>
<del>Large Demand—Commodity</del>	<del>\$0.16021</del>	<del>\$0.06408</del>
<del>Large Demand—Demand</del>	<del>n/a</del>	<del>n/a</del>
<del>Small Interruptible</del>	<del>\$0.18536</del>	<del>\$0.07414</del>
<del>Medium Interruptible</del>	<del>\$0.12293</del>	<del>\$0.04917</del>
<del>Large Interruptible</del>	<del>\$0.12293</del>	<del>\$0.04917</del>
<del>Transportation</del>	<del>*</del>	<del>*</del>

~~\* Customers who took gas supply service from the Company in February 2021 but subsequently moved to a Transportation rate service are responsible for paying the Pricing Event Surcharge factor in effect for the class they were in prior to moving to Transportation service.~~

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

**GENERAL RULES AND REGULATIONS  
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~~6th~~<sup>7th</sup> Revised Sheet No. 1

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Date Filed: 04-12-10~~03-15-24~~ By: ~~Judy M. Pofert~~Ryan J. Long Effective Date: 01-01-11  
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation  
Docket No. G002/CI-08-871 & E, G002/M-09-224~~24-~~ Order Date: 11-30-10

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

**GENERAL RULES AND REGULATIONS**  
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~~2nd~~3rd Revised Sheet No. 2

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## SECTION 3 METERING AND BILLING

### 3.1 METERING AND TESTING

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

The Company will maintain and test its metering equipment in accordance with the Minnesota Public Utilities Commission's rules. In the event the Company's test shows a meter to have an average error of 2% fast or slow, the Company, will adjust the bills for service during the period of registration error, if known, in accordance with Public Utilities Commission rules. If the error period is not known, an adjustment will be made for a period equal to one-half of the time since the most recent test, not to exceed six months. If the average meter error cannot be determined because of failure of part or all of the metering equipment, the customer shall pay an amount based upon registration of check metering equipment or an estimated amount based upon the customer's consumption for comparable operations over a similar period.

### 3.2 MONTHLY BILLING

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

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(Continued on Sheet No. 6-10.1)

Date Filed: ~~42-22-22~~<sup>03-15-24</sup>

By: Ryan J. Long

Effective Date: ~~02-01-24~~

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-~~24-22-656~~

Order Date: ~~01-17-24~~

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 74

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**XCEL ENERGY'S ONLINE TERMS OF USE**

**BY USING THE SERVICE, YOU ARE ACCEPTING THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THE SERVICE.**

THESE TERMS OF USE (ALSO REFERRED TO AS "TERMS") ARE INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS GOVERNING THE SERVICE DESCRIBED BELOW BETWEEN YOU AND XCEL ENERGY INC., AND/OR ITS VARIOUS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY REFERRED TO AS "XCEL ENERGY").

THESE TERMS OF USE ARE A LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN YOU AND XCEL ENERGY. THESE TERMS OF USE, TOGETHER WITH THE [PRIVACY POLICY](#), GOVERN YOUR ACCESS TO AND USE OF THE SERVICE (DEFINED BELOW). "YOU," "USER," OR SIMILAR TERMS MEANS YOU, AS AN INDIVIDUAL, WHETHER YOU ARE AN ACCOUNT OWNER OR DELGATE, AS WELL AS THE EMPLOYER OR ENTITY ON WHOSE BEHALF YOU ARE USING THE SERVICE; YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF AND IF APPLICABLE, SUCH EMPLOYER OR ENTITY.

BY ACCESSING OR USING THE SERVICE, OR BY SELECTING "I AGREE" WHEN PROMPTED TO DO SO, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU CANNOT ACCESS OR UTILIZE THE SERVICE. YOU CAN CONTINUE TO RECEIVE RELEVANT BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT IN OTHER WAYS, INCLUDING MAIL AND PHONE.

XCEL ENERGY MAY MODIFY THESE TERMS AT ANY TIME IN ITS SOLE DISCRETION. WHILE XCEL ENERGY WILL MAKE REASONABLE EFFORTS TO NOTIFY YOU OF MATERIAL CHANGES TO THESE TERMS OF USE, YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS OF USE ON A REGULAR BASIS. BY ACCESSING OR USING THE SERVICE FOLLOWING SUCH MODIFICATION, YOU AGREE TO BE BOUND BY SUCH CHANGES TO THE TERMS. IF ADDITIONAL TERMS APPLY TO CERTAIN FEATURES OF THE SERVICE OR XCEL ENERGY PRODUCTS ASSOCIATED WITH THE SERVICE, THOSE TERMS WILL BE PROVIDED TO YOU PRIOR TO YOUR USE OF THE FEATURE. **YOU AGREE THAT XCEL ENERGY MAY MAKE THIS AND OTHER AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.**

***PLEASE PAY SPECIAL ATTENTION TO AND NOTE THE FOLLOWING PROVISIONS: SECTION 11 ("XCEL ENERGY'S WAIVER OF WARRANTIES AND LIMITATION OF ITS LIABILITY") AND SECTION 12 ("INDEMNIFICATION").***

(Continued on Sheet No. 7-75)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 75

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**1. What is the service?**

Xcel Energy operates and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

Xcel Energy grants you the right to access the Service via the Internet free of charge solely for your use. This license is personal to you. Consequently, you may not transfer or assign your rights under this license to anyone else. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy will grant similar licenses to other customers.

and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
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- Report outages
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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
		President, Northern States Power Company, a Minnesota Corporation		
Docket No.	E002/M-20-842		Order Date:	05-07-21

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 76

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**1. User accounts.**

The Service includes a variety of different features as described above in Section 1. You are required to establish an account in order to access or use certain features of the Service. You may need to provide certain registration details or other information to create an account and to otherwise access and use the Service. When you establish an account, you agree that all the information you provide is correct, current and complete; you will not supply false contact information, impersonate any person or entity, or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. You agree that all information you provide to create an account or otherwise access or use the Service is governed by Xcel Energy's [Privacy Policy](#), and you consent to Xcel Energy's collection, use, and sharing of such information consistent with Xcel Energy's [Privacy Policy](#). Where it is reasonable to do so, or permitted by law, we may rely on implied consent.

If you choose, or are provided with, a user name, password, or any other piece of information as part of Xcel Energy's security procedures, you must treat such information as confidential. You agree not to give or make available your password or allow other means of access to your account by any unauthorized individuals. You are responsible for safeguarding your User ID and password and agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password. You agree to notify Xcel Energy immediately of any unauthorized access to or use of your User ID or password or any other breach of security. You shall not use or allow others to use the Service for any purpose not expressly permitted by these Terms of Use. Xcel Energy has the right to disable any User ID, password, or other identifier, whether chosen by you or provided by Xcel Energy, at any time if, in Xcel Energy's opinion, you have violated any provision of these Terms of Use.

**2. Your right to use the Service and eligibility requirements.**

Subject to your compliance with these Terms of Use, Xcel Energy grants you license to access the Service solely for your own personal and non-commercial purposes. You may view and download displayed materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the materials. The foregoing license is personal to you. Except as set forth in Section 4 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy grants similar licenses to other customers. You understand and agree that the Service is provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Service under these Terms of Use.

Service is offered and available to users who are 18 years of age or older and reside in the United States. By using the Service, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. If you do not meet all of these requirements, you must not access or use the Service.

(Continued on Sheet No. 7-77)

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
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**ONLINE TERMS OF USE**

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**4. Can I authorize others access to my accounts through the Service?**

Yes. Certain features of the Service will enable you to designate individuals who you authorize to access your account. These individuals, referred to as "**Delegates**," will be permitted to access the Service to the extent you designate. Please consider the Delegate designation carefully as these individuals will be able to perform certain actions in the Service depending on the level of access you provide the Delegate. **Xcel Energy has the right to rely upon actions and directions made by your designated Delegates as your legal agents, and you will be responsible for any actions taken by Delegates when accessing the Service.**

Please note that Xcel Energy will not honor any request from a third party to release customer information based on a Delegate's entry in the Service.

**5. Your access to the Service.**

Xcel Energy will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including licensed users. Xcel Energy does not make any representations or guarantees regarding uptime or availability of the Service.

You are responsible for:

- Making all arrangements necessary for you to have access to the Service.
- Ensuring that any of your designated Delegates are aware of these Terms of Use and comply with them.
- Ensuring that all persons who access the Service through your internet connection are aware of these Terms of Use and comply with them.

We may block, limit or terminate your access to the Service for any reason, including if: (i) you violate these Terms of Use; (ii) you violate any applicable law or regulation relating to your use of the Service; (iii) you engage in any conduct which Xcel Energy, in its sole discretion, believes is offensive, harmful, defamatory or otherwise harmful to Xcel Energy or others; or (iv) you breach any other agreement with Xcel Energy.

For purposes of accessing the Service, you are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Service features, and certain Service features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you are using the Service at your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment.

(Continued on Sheet No. 7-78)

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**ONLINE TERMS OF USE**

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**5. Your access to the Service (Continued).**

You authorize Xcel Energy to contact you at the phone or mobile number provided in your account/s, via phone, text (SMS or MMS), or other similar method using automated dialing technology, artificial messages, or prerecorded messages. Consent is not a condition of buying any property, goods, or services. To opt-out at any time, reply "STOP". Message and data rates may apply.

**6. Xcel Energy's right to modify these terms of use.**

These terms of use, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "**Commission**"). Xcel Energy may file a copy of these terms of use with each such Commission. Please check the general terms and conditions of these Terms of Use regularly. In the future, Xcel Energy may want to revise these terms of use. While Xcel Energy will make reasonable efforts to notify you of material changes to these Terms of Use, your continued access or use of the Service after amendments are posted will constitute your acceptance of such amendments. If you have any questions about these Terms, contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.

**7. Third Party Websites.**

The Service may contain links or other connections to websites and social networks that are not under the control of or operated by Xcel Energy, but rather are exclusively controlled and operated by third parties (collectively, "Third-Party Sites"). You may be transferred to a Third-Party Site even though it may appear that you are still in the Service or on Xcel Energy's website. These Third-Party Sites are subject to different terms and conditions and privacy policies. When you access and use Third-Party Sites, review the applicable terms and conditions and privacy policies. You agree that your use of Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions.

Although Xcel Energy may provide a link to a Third-Party Site on the Service, such a link is not an authorization, endorsement, sponsorship or affiliation by Xcel Energy with respect to such Third-Party Site, its content, its owners or its providers. Accordingly, Xcel Energy makes no representations whatsoever concerning such Third-Party Sites. You are solely responsible for determining the extent to which you may use any content at any other Third-Party Sites to which you link from the Service.

**8. Each party's right to terminate this Agreement.**

Xcel Energy reserves the right to modify or terminate your access to and use of the Service (or any portion of the service) in its sole discretion without prior notice or liability to you. Any such modification or termination will not relieve you of your obligations incurred and accrued prior to the effective date of such modification or termination. You may opt to discontinue use of the Service at any time by not accessing the Service.

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
		President, Northern States Power Company, a Minnesota Corporation		
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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 79

**9. Intellectual Property Rights.**

You acknowledge that, as between you and Xcel Energy, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software, the Service and other materials not generated by you (the "Content") on the Service and Xcel Energy's website are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the Service. All rights are reserved.

The entire contents and design of the Service and any Content are protected by U.S. and international copyright law. You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the Service for any purpose. Under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the Service.

**10. Restrictions on your use of the Service.**

You may use the Service for lawful purposes only. You shall not use the Service for any purposes beyond the scope of the access granted by these Terms of Use. You shall not at any time, directly or indirectly, and shall not permit any users to: (i) use the Service in a manner or for any purpose that would constitute a civil or criminal offense; (ii) use the Service in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy's customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution; (iii) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Xcel Energy or any third party; (iv) reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Service; (v) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service; (vi) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (vii) use any device, software or routine that interferes with or disrupts the Service, the server on which the Service is stored, or any server, computer or database connected to the Service; or (viii) use any automatic device, process or means to access the Service for any purpose, including monitoring or copying content on the Service.

While using the Service, you may not alter, interfere or disrupt the content or functioning of the Service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer codes files or programs that damage, interfere with, capture, intercept or expropriate any data relating to the Service or is potential harmful or malicious; or (ii) disproportionately burdens the delivery of the service online.

While using this Service, you also may not attempt to (i) probe, scan or test the vulnerability of a system or network or breach security or authentication measures; (ii) interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Service and "overloading," "flooding," "spamming," "mailbombing" or "crashing" the Service; (iii) forge any TCP/IP packet header or any part of the header information in any communication representing Xcel Energy.

We reserve the right to terminate access to the Service, or modify or discontinue the Service in whole or in part, at any time, for any reason. We may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

(Continued on Sheet No. 7-80)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 80

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**11. Privacy Policy and Communications.**

Please review Xcel Energy's Privacy Policy, which applies to personal information collected from or provided by you through the Service.

You agree that we may communicate with you through any and all contact information and methods you provide to us, including but not limited to text message, email, telephone, social media account, fax, and/or postal mail.

**12. Xcel Energy's waiver of warranties and limitation of its liability.**

(a) XCEL ENERGY MAKES REASONABLE EFFORTS TO PROVIDE MATERIAL AND CONTENT THROUGH THE SERVICE THAT IS CORRECT. HOWEVER, XCEL ENERGY CANNOT GUARANTEE THE ACCURACY OF THE CONTENT OR ANY MATERIAL PROVIDED THROUGH THE SERVICE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, XCEL ENERGY WILL TAKE REASONABLE STEPS TO INVESTIGATE THE REPORTED INACCURACY TO THE EXTENT REQUIRED BY APPLICABLE LAW, TARIFF, RULE OR REGULATION. BASED ON THE RESULTS OF THE INVESTIGATION WE WILL CORRECT ANY INACCURACY THAT WE DETERMINE EXISTS.

(b) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, XCEL ENERGY DOES NOT GUARANTEE THE AVAILABILITY OF THE SERVICE. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS ON THE SERVICE OR THE CONTENT. THE SERVICE AND ALL CONTENT IS PROVIDED "AS IS," AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE SERVICE OR THE CONTENT FOR ANY PURPOSE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE SERVICE OR THE CONTENT.

(c) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, THE CONTENTOR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, BREACH OF DATA OR SYSTEM SECURITY, LOSS OF GOODWILL OR REPUTATION, INCREASED COSTS, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THIS AGREEMENT OR THE CONTENT UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
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**ONLINE TERMS OF USE**

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Original Sheet No. 81

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**13. Indemnification.**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS XCEL ENERGY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY AND ALL CLAIMS, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (I) YOUR ACCESSING OR USING, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, OR THE CONTENT PROVIDED THROUGH THE SERVICE; (II) YOUR USER CONTENT; AND/OR (III) YOUR BREACH OF THESE TERMS OF USE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**14. Your Content.**

The Service may allow you to upload, post or share information, text, data, photographs, graphics, logos and other content (collectively, "User Content"). In uploading, posting or sharing such User Content, you grant Xcel Energy and its affiliated entities a limited, non-exclusive, sublicensable, royalty-free license to display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Service.

You hereby represent and warrant to Xcel Energy that you are the owner or valid licensee of User Content, and your or Xcel Energy's use, publication and display of User Content will not infringe any third party intellectual property or proprietary rights.

These content standards apply to any and all User Content and use of the Service. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person. 9 Effective date: February 26, 2020
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Xcel Energy's Privacy Policy.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

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**ONLINE TERMS OF USE**

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Original Sheet No. 82

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**15. Reporting Claims of Copyright Infringement.**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

General Counsel  
Xcel Energy  
401 Nicollet Mall; 8th Floor  
Minneapolis, MN 55401  
1-800-895-4999  
[customerservice@xcelenergy.com](mailto:customerservice@xcelenergy.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

**16. Cautionary Statement Regarding Forward-Looking Statements.**

The Service contains forward-looking statements that are subject to certain risks, uncertainties and assumptions, and other statements can often be identified by the words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "objective," "outlook," "plan," "project," "possible," "potential," "should," "will," "would" and similar expressions. Forward-looking statements speak only as of the date they are made, and we expressly disclaim any obligation to update any forward-looking information.

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
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Docket No.	E002/M-20-842		Order Date:	05-07-21

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**17. Wireless and Location-Based Features**

The Service may offer features that are available to you via your wireless device including the ability to access the Service's features and receive messages from the Service, and download applications (collectively, "Wireless Features").

If you have location-based features on your wireless device, you acknowledge that your device location may be tracked. You can terminate location tracking by us through Privacy Settings on your wireless device or by uninstalling our mobile app. Location-based features are used at your own risk and location data may not be accurate.

**18. Applicable Law and Venue.**

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service. If you are responsible for multiple addresses, this may vary by address if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the Service, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or otherwise dispute related to these Terms of the Service shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws. .

**19. U.S. Only.**

The Service is controlled and operated by Xcel Energy from its offices within the United States and is intended only for use by users in the United States. The Service is not intended to subject Xcel Energy to jurisdiction or law other than the laws of the United States, as applicable. Xcel 11 Effective date: February 26, 2020 Energy makes no representation that the information or materials on or linked through the Service is appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so. By submitting your personally identifiable information via the Service, you consent to the transfer to and processing of such data in the U.S.

**20. General Terms.**

These Terms, additional terms for different features of the Service, as applicable, the Privacy Policy, and any amendments thereto constitute an agreement between you and Xcel Energy with respect to your rights to access and use of the Service. These Terms are in addition to, and not in lieu of, any other applicable agreement and/or applicable terms between you and Xcel Energy. In the event of any direct conflict between agreement terms, the terms applicable to the most specific service or item shall control (for example, terms applicable to a single website would prevail over a directly conflicting term applicable to all websites). All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms of Use. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of these Terms of Use.

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
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**ONLINE TERMS OF USE**

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Original Sheet No. 84

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**21. Additional Terms if you are a Governmental User.**

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of these Terms of Use.

**22. Force Majeure.**

Except to the extent otherwise required under applicable law, delay in or failure to perform any Service shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. Xcel Energy will not be held liable for any delay or failure in performance due to such circumstances.

**23. Assignment.**

Xcel Energy may assign its rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You may not assign rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without our prior written consent.

**24. Contact Information.**

If you have questions or comments about the Service or these Terms of Use, please contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.



**STANDARD BILLING FORM BACK**

Section No. 8

~~40th~~<sup>11th</sup> Revised Sheet No. 7

IMPORTANT PHONE NUMBERS		IMPORTANT ADDRESSES	
Electric Emergencies:	800.855.1999	24 hours, 7 days a week	
Natural Gas Emergencies:	800.855.2999	24 hours, 7 days a week	
Residential Customer Service*:	800.855.4999	7 a.m.–7 p.m., Mon.–Fri. 9 a.m.–5 p.m., Sat. 8 a.m.–5 p.m., Mon.–Fri.	
Business Solutions Center*:	800.481.4700	24 hours, 7 days a week	
TDD/TTY	800.255.4949		
Call Before You Dig	811		

*\*Register any inquiry or complaint with the Minnesota Public Utilities Commission.*

**GENERAL INFORMATION**

Electricity is collected from customers and paid directly to the city.

In most cases Xcel Energy will use your check information to make a one-time electronic debit from your checking account on the day we receive your check. There are no fees for this electronic conversion. In all other cases we will process your check.

**Environmental Information**

Fuels used to generate electricity have different costs, reliability and air emissions. For more information, contact Xcel Energy at 800.855.4999 or online at [xcelenergy.com](http://xcelenergy.com). You can also contact the Minnesota Department of Commerce at <http://mn.gov/commerce> or the Minnesota Pollution Control Agency at <https://www.mn.gov/quick-links/electricity-and-environment>.

**Estimated Bills**

Xcel Energy attempts to read meters each month. If no reading is taken, Xcel Energy estimates your month's bill based on your past use.

**ABOUT YOUR ELECTRIC RATES**

**Affordability Charge**  
A surcharge to recover the costs of low-income customers.

**Basic Service Charge**  
Fixed monthly charge for certain customers.

**Conservation Improvement Program**  
Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

**Decoupling Adjustment**  
A credit or surcharge to residential and non-demand business customers that separates the recovery of fixed costs from sales, adjusted annually based on the average electricity usage of each customer class.

**Demand Charge**  
Charge to commercial and industrial customers for the fixed cost to meet the peak electric loads on Xcel Energy's system. The charge applies to the highest 15 minute kW demand during the billing period.

**Energy Charge**  
Charge per kWh of electricity usage to recover the variable cost of electricity.

**Fuel Cost Charge**  
Charge per kWh to recover the costs of generating plants, as well as the cost of purchasing energy from other sources.

**Meter Reading Information**  
Smart meters track your energy use in 15-minute intervals. Your bill is based on the total kWh you used in each 15-minute interval in the billing period.

**Mercury Cost Recovery**  
Minnesota law allows Xcel Energy to recover costs related to reducing Mercury emissions at two of Xcel Energy's fossil fuel power plants.

**Renewable Development Fund**  
Minnesota law requires Xcel Energy to allocate money to support research and development of renewable energy technologies, grid modernization, and other projects that increase system efficiency.

**Renewable Energy Standard**  
Minnesota law allows Xcel Energy to recover the costs of new renewable generation.

**Resource Adjustment**  
This includes costs related to: Conservation Improvement Programs, Mercury Cost Recovery, Renewable Development Fund, Renewable Energy Standard, State Energy Policy, Transmission Cost Recovery.

**State Energy Policy**  
Minnesota law allows Xcel Energy to recover costs related to various energy policies approved by the Legislature.

**Transmission Cost Recovery**  
Minnesota law allows Xcel Energy to recover costs associated with new investments in the electric transmission system necessary to deliver electric energy to customers.

**Windsource®**  
Windsource is an optional program where you choose how much wind energy you would like to support. You can choose a fixed number of Windsource blocks (100 kWh each) or choose a 100% Windsource option.

**ABOUT YOUR NATURAL GAS RATES**

**Basic Service Charge**  
Monthly charge for certain fixed costs (meters, etc.).

**Change per therm**  
Charge to recover the cost of natural gas purchased by Xcel Energy's distribution system via pipeline. This charge is subject to change.

**Conservation Improvement Programs**  
Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

**Distribution Charge**  
Charge per therm that covers only the delivery costs of natural gas to a home or business through our distribution system. It does not include the charges for the natural gas itself.

**Gas Affordability Program**  
A surcharge to recover the costs of offering a low-income customer on-pay program designed to reduce natural gas service disconnections. Bill modifications.

**Gas Utility Infrastructure Costs**  
Minnesota law allows Xcel Energy to recover the costs of gas utility infrastructure modifications, and replacement of natural gas facilities as required by state and federal pipeline safety programs.

**Heat Content Adjustment**  
Corrects for variances in the heating capability of natural gas, and the adjustment varies monthly. The higher the heat content, the lower the volume of natural gas needed to provide the same heating.

**New Area Service/Extension Surcharge**  
Monthly charge for extending natural gas service to areas where the cost would otherwise have been prohibitive under Company's present rates and service extension policy.

**Pressure Correction Adjustment**  
Adjusts for variances in the amount of natural gas measured by different types of meters due to pressure differences in the natural gas delivered to a service.

**Resource Adjustment**  
This includes costs related to Conservation Improvement Programs, Gas Utility Infrastructure Costs and State Energy Policy Rider.

**State Energy Policy**  
Minnesota law allows Xcel Energy to recover costs related to various energy policies approved by the Legislature.

**Therm**  
A therm is a unit of heating value equal to 100,000 British Thermal Units (BTUs). Since natural gas meters measure the volume of natural gas consumed in cubic feet, the Heat Content Adjustment is used to determine how much heat, in therms, is contained in the volume consumed.

**PAYMENT OPTIONS** *Learn more at [xcelenergy.com/payment](http://xcelenergy.com/payment)*

**Standard Payment Options:** (No fees apply)

- **My Account/Bill/Mobile App** — View/pay your bill electronically, view energy usage and access account information.
- **Auto Pay** — Automatically pay your bill directly from your bank account.
- **Pay By Phone** — Make your payment by phone from your checking or savings account by calling 800.855.4999.
- **Pay By Mail** — Return the enclosed envelope and attached bill stub with your payment. Apply proper postage.
- **Bank View and Pay** — View and pay your bills online through a third-party vendor.

**Other Payment Options:** (Third-party fees will apply. Xcel Energy does not collect nor benefit from these fees.)

- **Credit/Debit Card Payment** — Pay with your credit or debit card electronically in My Account/Bill/Mobile App, or by calling 823.680.1365. A processing fee is charged for each credit/debit card payment.
- **Pay Stations** — Pay your bill in-person at a location near you. A processing fee is charged for payments made at a pay station.

*Learn more at [xcelenergy.com/MyAccount](http://xcelenergy.com/MyAccount)*

Date Filed: 07-14-1703-15-24

By: Christopher B. ClarkRyan J. Long

Effective Date: 11-02-17

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-17-55324-

Order Date: 11-02-17



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~~2nd~~<sup>3rd</sup> Revised Sheet No. 1

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Date Filed: ~~09-11-09~~<sup>09-15-24</sup> By: ~~Judy M. Pefers~~<sup>Ryan J. Long</sup> Effective Date: ~~01-26-10~~  
President, ~~and CEO of~~ Northern States Power Company, a Minnesota corporation  
Docket No. E.G. ~~099/CI-09-970002/M-24-~~ Order Date: ~~01-26-10~~

**CUSTOMER RIGHTS (Continued)**

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**2.9 CUSTOMERS ABOVE 50 PERCENT OF STATE MEDIAN INCOME**

During the cold weather period, a customer whose household income is above 50 percent of state median income:

1. has the right to a payment agreement that takes into consideration the customer's financial circumstances and any other extenuating circumstances of the household; and
2. may not be disconnected and must be reconnected if the customer makes timely payments under a payment agreement accepted by the Company.

The second sentence in Section 2.7 does not apply to customers whose household income is above 50 percent of state median income.

**2.10 REPORTING**

Annually on ~~November 4~~<sup>October 15</sup>, the Company must electronically file with the Minnesota Public Utilities Commission a report, in a format specified by the Minnesota Public Utilities Commission, specifying the number of the Company's heating service customers whose service is disconnected or remains disconnected for nonpayment as of September 15 and October 1. If customers remain disconnected on October 1, the Company must file a report each week between ~~November 4~~<sup>October 15</sup> and the end of the cold weather period specifying:

1. the number of the Company's heating service customers that are or remain disconnected from service for nonpayment; and
2. the number of the Company's heating service customers that are reconnected to service each week. The Company may discontinue weekly reporting if the number of the Company's heating service customers that are or remain disconnected reaches zero before the end of the cold weather period.

The data reported under this Section and Minn. Stat. 216B.096 are presumed to be accurate upon submission and must be made available through the Minnesota Public Utilities Commission's electronic filing system.

**2.11 NOTICE TO CITIES OF UTILITIES DISCONNECTIONS**

Upon written request from a statutory or home rule charter city and consistent with Minn. Stat. §216B.0976, the Company will provide reports of currently disconnected properties or newly disconnected properties for customers located within the city's boundaries.

**Clean**

## Electric

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

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Date Filed: 03-15-24 By: Ryan J. Long Effective Date:  
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Date Filed:	03-15-24	By: Ryan J. Long	Effective Date:
		President, Northern States Power Company, a Minnesota corporation	
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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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

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

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**CONTACT LIST**

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5th Revised Sheet No. 1

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Listed below is the name, title, address, and telephone numbers of Northern States Power Company personnel to be contacted in connection with:

All Matters Relating to Rates and Rules	Ryan J. Long President, Northern States Power Company, a Minnesota corporation 414 Nicollet Mall, 401-9 Minneapolis, MN 55401 Telephone No. 1-800-328-8226	T     T
Emergencies & Outages	1-800-895-1999	
Residential Customer Service	1-800-895-4999	
Business Solutions Center (Commercial / Industrial Customer Service)	1-800-481-4700	
TDD/TYY (Hearing Impaired Services)	1-800-895-4949	
Internet Address	<a href="http://www.xcelenergy.com">www.xcelenergy.com</a>	

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

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**BUSINESS INCENTIVE AND SUSTAINABILITY RIDER**  
**(Continued)**

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**ELECTRIC SERVICE AGREEMENT**

Any customer taking service under this Rider shall execute an Electric Service Agreement, or amend their existing Electric Service Agreement, with the Company for a period of six years beginning on the effective date on which the customer commences taking service under this Rider. Such Electric Service Agreements (new or amended) shall state the increased or new load level of the customer as well as the customer's obligation to continue to purchase all of their electric power and electric energy from the Company during the term of the agreement. The effective date of service under this rider will be set forth in the Electric Service Agreement but not before three months of qualified billing demand has occurred after the application. The Electric Service Agreement entered into pursuant to this Agreement and provision of the discount is not subject to Commission Approval.

**REPORTING REQUIREMENT**

No later than 30 days after the Company signs a new ESA with a customer to be served under the BIS Rider, the Company must file with the Commission a report showing the incremental revenues and the incremental costs associated with the new ESA. If no party objects to the ESA within 30 days of the filing date, the ESA is deemed to be approved. One year from the effective date of this tariff, and annually thereafter, the Company shall file a report with the Commission identifying the number of customers receiving service under this Rider and the associated incremental additional revenues received by the Company and the incremental additional costs experienced by the Company.

**REVENUE RECOVERY**

The Company, within a general rate case, is allowed to seek recovery of the difference between the applicable commercial and industrial tariff and this Rider times the usage level during the test year period.

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(Continued on Sheet No. 5-141.1)

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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

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

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**BUSINESS INCENTIVE AND SUSTAINABILITY RIDER**  
**(Continued)**

Section No. 5  
2nd Revised Sheet No. 141.1

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

Docket No. E,G002/M-24- President, Northern States Power Company, a Minnesota corporation

Order Date:

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**GENERAL RULES AND REGULATIONS**

Section No. 6  
5th Revised Sheet No. 3

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**SECTION 1 GENERAL SERVICE RULES**

**1.1 APPLICATION FOR SERVICE**

A party desiring electric service must make application to the Company before commencing the use of the Company's service. The Company reserves the right to require a signed application or written contract for service to be furnished. All applications and contracts for service must be made in the legal name of the party desiring the service. The Company may refuse or terminate service to any applicant for or user of service who fails or refuses to furnish information requested by the Company for the establishment of a service account. In the event a customer does not make application for service in advance, receipt and use of electric service in the absence of application or contract shall constitute the user a customer of the Company subject to its rates, rules, and regulations and said user shall be responsible for payment of all service used.

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

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**1.2 SERVICE CHARGES**

A. Service Processing Charge

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

B. Service Reconnection Charge

The Company charges a fee to reconnect service that has been disconnected for any permissible reason listed under MN Rule 7820.1000. The fee amount is based on whether the meter installed at the customer premise is equipped with an internal service switch, and will be phased-in as follows:

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Effective April 1, 2023:

- Residential customers with a standard AMI meter: \$13.50
- Residential customers opting for Manual Meter Reading Service: \$50
- Commercial customers on Small General Service and Small General Time of Day rates with a standard AMI meter: \$13.50
- Commercial customers opting for Manual Meter Reading Service: \$50
- All other customers: \$50

Effective January 1, 2026:

- Residential customers with a standard AMI meter: \$13.50
- Residential customers opting for Manual Meter Reading Service: \$95
- Commercial customers on Small General Service and Small General Time of Day rates with a standard AMI meter: \$13.50
- Commercial customers opting for Manual Meter Reading Service: \$95
- All other customers: \$95

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C. Service Relock Charge

The Company will charge \$95.00 for reconnecting service where the Company has disconnected service for non-payment and subsequently returned to relock the service after it was reconnected without Company authorization.

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

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

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:



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

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

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

#### Meter Reading Standard

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

#### Meter Reading Options

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

### **3.4 MONTHLY BILLING**

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

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(Continued on Sheet No. 6-14.1)

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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

**GENERAL RULES AND REGULATIONS (Continued)**

Section No. 6  
3rd Revised Sheet No. 14.1

**3.5 AVERAGED MONTHLY PAYMENT PLAN**

Qualified customers may, at their request, be billed under the Company's Averaged Monthly Payment Plan. Such plan shall generally levelize a customer's monthly payments based on their historic use over a twelve-month period. An annual true-up is conducted in month twelve. The billing for any true-up month will reflect the actual billing for that month adjusted for the credit or debit balance carried forward from the previous month. The Company will initially establish the customer's Averaged Monthly Payment Plan and review and adjust as practical each quarter to ascertain its reasonableness compared to customer's projected annual bill using current rates. After 12 months, the customer will be automatically re-enrolled in the Averaged Monthly Payment Plan, unless the customer notifies the Company that they wish to cancel.

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A customer may request a flat monthly payment amount. If the flat amount is requested at the time the twelve-month Averaged Monthly Payment Plan is established, the customer bill will undergo a quarterly review and will be adjusted to reflect usage patterns. A customer that requests a flat amount within a previously established Averaged Monthly Payment Plan will not receive a quarterly review, the review will occur at the time of the annual true-up.

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Averaged Monthly Payment Plan is subject to the following conditions:

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

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Removal from Averaged Monthly Payment Plan:

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

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

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 124

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**XCEL ENERGY'S ONLINE TERMS OF USE**

**BY USING THE SERVICE, YOU ARE ACCEPTING THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THE SERVICE.**

THESE TERMS OF USE (ALSO REFERRED TO AS "TERMS") ARE INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS GOVERNING THE SERVICE DESCRIBED BELOW BETWEEN YOU AND XCEL ENERGY INC., AND/OR ITS VARIOUS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY REFERRED TO AS "XCEL ENERGY").

THESE TERMS OF USE ARE A LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN YOU AND XCEL ENERGY. THESE TERMS OF USE, TOGETHER WITH THE [PRIVACY POLICY](#), GOVERN YOUR ACCESS TO AND USE OF THE SERVICE (DEFINED BELOW). "YOU," "USER," OR SIMILAR TERMS MEANS YOU, AS AN INDIVIDUAL, WHETHER YOU ARE AN ACCOUNT OWNER OR DELGATE, AS WELL AS THE EMPLOYER OR ENTITY ON WHOSE BEHALF YOU ARE USING THE SERVICE; YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF AND IF APPLICABLE, SUCH EMPLOYER OR ENTITY.

BY ACCESSING OR USING THE SERVICE, OR BY SELECTING "I AGREE" WHEN PROMPTED TO DO SO, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU CANNOT ACCESS OR UTILIZE THE SERVICE. YOU CAN CONTINUE TO RECEIVE RELEVANT BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT IN OTHER WAYS, INCLUDING MAIL AND PHONE.

XCEL ENERGY MAY MODIFY THESE TERMS AT ANY TIME IN ITS SOLE DISCRETION. WHILE XCEL ENERGY WILL MAKE REASONABLE EFFORTS TO NOTIFY YOU OF MATERIAL CHANGES TO THESE TERMS OF USE, YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS OF USE ON A REGULAR BASIS. BY ACCESSING OR USING THE SERVICE FOLLOWING SUCH MODIFICATION, YOU AGREE TO BE BOUND BY SUCH CHANGES TO THE TERMS. IF ADDITIONAL TERMS APPLY TO CERTAIN FEATURES OF THE SERVICE OR XCEL ENERGY PRODUCTS ASSOCIATED WITH THE SERVICE, THOSE TERMS WILL BE PROVIDED TO YOU PRIOR TO YOUR USE OF THE FEATURE. **YOU AGREE THAT XCEL ENERGY MAY MAKE THIS AND OTHER AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.**

***PLEASE PAY SPECIAL ATTENTION TO AND NOTE THE FOLLOWING PROVISIONS: SECTION 11 ("XCEL ENERGY'S WAIVER OF WARRANTIES AND LIMITATION OF ITS LIABILITY") AND SECTION 12 ("INDEMNIFICATION").***

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 125

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**1. What is the service?**

Xcel Energy operates and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

Xcel Energy grants you the right to access the Service via the Internet free of charge solely for your use. This license is personal to you. Consequently, you may not transfer or assign your rights under this license to anyone else. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy will grant similar licenses to other customers.

and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 126

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**1. User accounts.**

The Service includes a variety of different features as described above in Section 1. You are required to establish an account in order to access or use certain features of the Service. You may need to provide certain registration details or other information to create an account and to otherwise access and use the Service. When you establish an account, you agree that all the information you provide is correct, current and complete; you will not supply false contact information, impersonate any person or entity, or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. You agree that all information you provide to create an account or otherwise access or use the Service is governed by Xcel Energy's [Privacy Policy](#), and you consent to Xcel Energy's collection, use, and sharing of such information consistent with Xcel Energy's [Privacy Policy](#). Where it is reasonable to do so, or permitted by law, we may rely on implied consent.

If you choose, or are provided with, a user name, password, or any other piece of information as part of Xcel Energy's security procedures, you must treat such information as confidential. You agree not to give or make available your password or allow other means of access to your account by any unauthorized individuals. You are responsible for safeguarding your User ID and password and agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password. You agree to notify Xcel Energy immediately of any unauthorized access to or use of your User ID or password or any other breach of security. You shall not use or allow others to use the Service for any purpose not expressly permitted by these Terms of Use. Xcel Energy has the right to disable any User ID, password, or other identifier, whether chosen by you or provided by Xcel Energy, at any time if, in Xcel Energy's opinion, you have violated any provision of these Terms of Use.

**2. Your right to use the Service and eligibility requirements.**

Subject to your compliance with these Terms of Use, Xcel Energy grants you license to access the Service solely for your own personal and non-commercial purposes. You may view and download displayed materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the materials. The foregoing license is personal to you. Except as set forth in Section 4 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy grants similar licenses to other customers. You understand and agree that the Service is provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Service under these Terms of Use.

Service is offered and available to users who are 18 years of age or older and reside in the United States. By using the Service, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. If you do not meet all of these requirements, you must not access or use the Service.

(Continued on Sheet No. 7-127)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 127

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**4. Can I authorize others access to my accounts through the Service?**

Yes. Certain features of the Service will enable you to designate individuals who you authorize to access your account. These individuals, referred to as "**Delegates**," will be permitted to access the Service to the extent you designate. Please consider the Delegate designation carefully as these individuals will be able to perform certain actions in the Service depending on the level of access you provide the Delegate. **Xcel Energy has the right to rely upon actions and directions made by your designated Delegates as your legal agents, and you will be responsible for any actions taken by Delegates when accessing the Service.**

Please note that Xcel Energy will not honor any request from a third party to release customer information based on a Delegate's entry in the Service.

**5. Your access to the Service.**

Xcel Energy will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including licensed users. Xcel Energy does not make any representations or guarantees regarding uptime or availability of the Service.

You are responsible for:

- Making all arrangements necessary for you to have access to the Service.
- Ensuring that any of your designated Delegates are aware of these Terms of Use and comply with them.
- Ensuring that all persons who access the Service through your internet connection are aware of these Terms of Use and comply with them.

We may block, limit or terminate your access to the Service for any reason, including if: (i) you violate these Terms of Use; (ii) you violate any applicable law or regulation relating to your use of the Service; (iii) you engage in any conduct which Xcel Energy, in its sole discretion, believes is offensive, harmful, defamatory or otherwise harmful to Xcel Energy or others; or (iv) you breach any other agreement with Xcel Energy.

For purposes of accessing the Service, you are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Service features, and certain Service features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you are using the Service at your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment.

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



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**ONLINE TERMS OF USE**

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**5. Your access to the Service (Continued).**

You authorize Xcel Energy to contact you at the phone or mobile number provided in your account/s, via phone, text (SMS or MMS), or other similar method using automated dialing technology, artificial messages, or prerecorded messages. Consent is not a condition of buying any property, goods, or services. To opt-out at any time, reply "STOP". Message and data rates may apply.

**6. Xcel Energy's right to modify these terms of use.**

These terms of use, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "**Commission**"). Xcel Energy may file a copy of these terms of use with each such Commission. Please check the general terms and conditions of these Terms of Use regularly. In the future, Xcel Energy may want to revise these terms of use. While Xcel Energy will make reasonable efforts to notify you of material changes to these Terms of Use, your continued access or use of the Service after amendments are posted will constitute your acceptance of such amendments. If you have any questions about these Terms, contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.

**7. Third Party Websites.**

The Service may contain links or other connections to websites and social networks that are not under the control of or operated by Xcel Energy, but rather are exclusively controlled and operated by third parties (collectively, "Third-Party Sites"). You may be transferred to a Third-Party Site even though it may appear that you are still in the Service or on Xcel Energy's website. These Third-Party Sites are subject to different terms and conditions and privacy policies. When you access and use Third-Party Sites, review the applicable terms and conditions and privacy policies. You agree that your use of Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions.

Although Xcel Energy may provide a link to a Third-Party Site on the Service, such a link is not an authorization, endorsement, sponsorship or affiliation by Xcel Energy with respect to such Third-Party Site, its content, its owners or its providers. Accordingly, Xcel Energy makes no representations whatsoever concerning such Third-Party Sites. You are solely responsible for determining the extent to which you may use any content at any other Third-Party Sites to which you link from the Service.

**8. Each party's right to terminate this Agreement.**

Xcel Energy reserves the right to modify or terminate your access to and use of the Service (or any portion of the service) in its sole discretion without prior notice or liability to you. Any such modification or termination will not relieve you of your obligations incurred and accrued prior to the effective date of such modification or termination. You may opt to discontinue use of the Service at any time by not accessing the Service.

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
		President, Northern States Power Company, a Minnesota Corporation		
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**9. Intellectual Property Rights.**

You acknowledge that, as between you and Xcel Energy, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software, the Service and other materials not generated by you (the "Content") on the Service and Xcel Energy's website are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the Service. All rights are reserved.

The entire contents and design of the Service and any Content are protected by U.S. and international copyright law. You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the Service for any purpose. Under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the Service.

**10. Restrictions on your use of the Service.**

You may use the Service for lawful purposes only. You shall not use the Service for any purposes beyond the scope of the access granted by these Terms of Use. You shall not at any time, directly or indirectly, and shall not permit any users to: (i) use the Service in a manner or for any purpose that would constitute a civil or criminal offense; (ii) use the Service in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy's customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution; (iii) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Xcel Energy or any third party; (iv) reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Service; (v) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service; (vi) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (vii) use any device, software or routine that interferes with or disrupts the Service, the server on which the Service is stored, or any server, computer or database connected to the Service; or (viii) use any automatic device, process or means to access the Service for any purpose, including monitoring or copying content on the Service.

While using the Service, you may not alter, interfere or disrupt the content or functioning of the Service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer codes files or programs that damage, interfere with, capture, intercept or expropriate any data relating to the Service or is potential harmful or malicious; or (ii) disproportionately burdens the delivery of the service online.

While using this Service, you also may not attempt to (i) probe, scan or test the vulnerability of a system or network or breach security or authentication measures; (ii) interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Service and "overloading," "flooding," "spamming," "mailbombing" or "crashing" the Service; (iii) forge any TCP/IP packet header or any part of the header information in any communication representing Xcel Energy.

We reserve the right to terminate access to the Service, or modify or discontinue the Service in whole or in part, at any time, for any reason. We may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
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**11. Privacy Policy and Communications.**

Please review Xcel Energy's Privacy Policy, which applies to personal information collected from or provided by you through the Service.

You agree that we may communicate with you through any and all contact information and methods you provide to us, including but not limited to text message, email, telephone, social media account, fax, and/or postal mail.

**12. Xcel Energy's waiver of warranties and limitation of its liability.**

(a) XCEL ENERGY MAKES REASONABLE EFFORTS TO PROVIDE MATERIAL AND CONTENT THROUGH THE SERVICE THAT IS CORRECT. HOWEVER, XCEL ENERGY CANNOT GUARANTEE THE ACCURACY OF THE CONTENT OR ANY MATERIAL PROVIDED THROUGH THE SERVICE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, XCEL ENERGY WILL TAKE REASONABLE STEPS TO INVESTIGATE THE REPORTED INACCURACY TO THE EXTENT REQUIRED BY APPLICABLE LAW, TARIFF, RULE OR REGULATION. BASED ON THE RESULTS OF THE INVESTIGATION WE WILL CORRECT ANY INACCURACY THAT WE DETERMINE EXISTS.

(b) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, XCEL ENERGY DOES NOT GUARANTEE THE AVAILABILITY OF THE SERVICE. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS ON THE SERVICE OR THE CONTENT. THE SERVICE AND ALL CONTENT IS PROVIDED "AS IS," AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE SERVICE OR THE CONTENT FOR ANY PURPOSE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE SERVICE OR THE CONTENT.

(c) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, THE CONTENTOR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, BREACH OF DATA OR SYSTEM SECURITY, LOSS OF GOODWILL OR REPUTATION, INCREASED COSTS, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THIS AGREEMENT OR THE CONTENT UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
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**13. Indemnification.**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS XCEL ENERGY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY AND ALL CLAIMS, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (I) YOUR ACCESSING OR USING, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, OR THE CONTENT PROVIDED THROUGH THE SERVICE; (II) YOUR USER CONTENT; AND/OR (III) YOUR BREACH OF THESE TERMS OF USE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**14. Your Content.**

The Service may allow you to upload, post or share information, text, data, photographs, graphics, logos and other content (collectively, "User Content"). In uploading, posting or sharing such User Content, you grant Xcel Energy and its affiliated entities a limited, non-exclusive, sublicensable, royalty-free license to display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Service.

You hereby represent and warrant to Xcel Energy that you are the owner or valid licensee of User Content, and your or Xcel Energy's use, publication and display of User Content will not infringe any third party intellectual property or proprietary rights.

These content standards apply to any and all User Content and use of the Service. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person. 9 Effective date: February 26, 2020
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Xcel Energy's Privacy Policy.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

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**15. Reporting Claims of Copyright Infringement.**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

General Counsel  
Xcel Energy  
401 Nicollet Mall; 8th Floor  
Minneapolis, MN 55401  
1-800-895-4999  
[customerservice@xcelenergy.com](mailto:customerservice@xcelenergy.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

**16. Cautionary Statement Regarding Forward-Looking Statements.**

The Service contains forward-looking statements that are subject to certain risks, uncertainties and assumptions, and other statements can often be identified by the words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "objective," "outlook," "plan," "project," "possible," "potential," "should," "will," "would" and similar expressions. Forward-looking statements speak only as of the date they are made, and we expressly disclaim any obligation to update any forward-looking information.

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**17. Wireless and Location-Based Features**

The Service may offer features that are available to you via your wireless device including the ability to access the Service's features and receive messages from the Service, and download applications (collectively, "Wireless Features").

If you have location-based features on your wireless device, you acknowledge that your device location may be tracked. You can terminate location tracking by us through Privacy Settings on your wireless device or by uninstalling our mobile app. Location-based features are used at your own risk and location data may not be accurate.

**18. Applicable Law and Venue.**

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service. If you are responsible for multiple addresses, this may vary by address if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the Service, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or otherwise dispute related to these Terms of the Service shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws. .

**19. U.S. Only.**

The Service is controlled and operated by Xcel Energy from its offices within the United States and is intended only for use by users in the United States. The Service is not intended to subject Xcel Energy to jurisdiction or law other than the laws of the United States, as applicable. Xcel 11 Effective date: February 26, 2020 Energy makes no representation that the information or materials on or linked through the Service is appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so. By submitting your personally identifiable information via the Service, you consent to the transfer to and processing of such data in the U.S.

**20. General Terms.**

These Terms, additional terms for different features of the Service, as applicable, the Privacy Policy, and any amendments thereto constitute an agreement between you and Xcel Energy with respect to your rights to access and use of the Service. These Terms are in addition to, and not in lieu of, any other applicable agreement and/or applicable terms between you and Xcel Energy. In the event of any direct conflict between agreement terms, the terms applicable to the most specific service or item shall control (for example, terms applicable to a single website would prevail over a directly conflicting term applicable to all websites). All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms of Use. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of these Terms of Use.

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Date Filed:	06-18-21	By: Christopher B. Clark	Effective Date:	06-18-21
		President, Northern States Power Company, a Minnesota Corporation		
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**21. Additional Terms if you are a Governmental User.**

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of these Terms of Use.

**22. Force Majeure.**

Except to the extent otherwise required under applicable law, delay in or failure to perform any Service shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. Xcel Energy will not be held liable for any delay or failure in performance due to such circumstances.

**23. Assignment.**

Xcel Energy may assign its rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You may not assign rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without our prior written consent.

**24. Contact Information.**

If you have questions or comments about the Service or these Terms of Use, please contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.

**ONLINE TERMS OF USE – GREEN BUTTON CONNECT  
SERVICE DISCLAIMER**

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Original Sheet No. 135

**GREEN BUTTON CONNECT SERVICE DISCLAIMER**

Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, Northern States Power Company, a Wisconsin Corporation, d/b/a Xcel Energy, Public Service Company of Colorado, a Colorado Corporation, d/b/a Xcel Energy, and Southwestern Public Service Company, a New Mexico Corporation, d/b/a Xcel Energy (individually and together, "Xcel Energy") and each of the Green Button Service Providers are independent parties. By authorizing the Green Button Service Providers access to your data under this Consent Agreement, you acknowledge that you do so at your own risk. If you acquire any of the products or services offered by these businesses, you are acquiring the products or services directly from those independent businesses. As independent parties, the Green Button Service Providers are solely responsible for their product or services and any claims, damages or other liability which may arise from their product or service or the performance of their product or service. Xcel Energy is not responsible for examining or evaluating, and does not warrant or guarantee, any Green Button product or service. Xcel Energy does not assume any responsibility or liability for the actions, products, or services of all these and any other third parties.

**Consent Agreement to Disclose Utility Customer Data**

**Customer Disclosures**

- Customer data can provide insight into activities within the premises receiving utility service. Your utility may not disclose your customer data except (1) if you authorize the disclosure, (2) to contracted service providers that perform services on behalf of the utility, or (3) as otherwise permitted or required by laws or regulations.
- You are not required to authorize the disclosure of your customer data. Not authorizing disclosure will not affect your utility services.
- You may access your standard customer data from your utility without any additional charge.
- Your utility will have no control over the data disclosed pursuant to this consent and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you. Please be advised that you may not be able to control the use or misuse of your data once it has been released.
- In addition to your customer data, the data recipient may also receive the following from your utility: your name; account number; service number; meter number; utility type; service address; premise number; premise description; meter read date(s); number of days in the billing period; utility invoice date; base rate bill amount; other charges including base rate and non-base rate adjustments; taxes; and invoice total amount. Your utility will not provide any other information, including personally identifiable information, such as your Social Security Number or any financial account information to the data recipient through this consent form.

You may terminate your consent at any time 1) by notifying your Green Button service provider per your service agreement, 2) by visiting your Xcel Energy MyAccount customer portal and terminating your consent for the service, or 3) by sending a written request with your name and service provider to [greenbutton@xcelenergy.com](mailto:greenbutton@xcelenergy.com), or 4) by calling Xcel Energy's customer service center at 1-800-895-4999.

For additional information, including the Xcel Energy's privacy policy, visit <https://www.xcelenergy.com/privacy>.

By clicking the link below and proceeding beyond these disclosures, you acknowledge and agree that you are the customer of record for this account and that you authorize your utility service provider to disclose your customer data as specified in these Online Terms of Use. This consent is valid for three (3) years or until you terminate your service or withdraw your consent as provided herein.



**ONLINE TERMS OF USE - CUSTOMER AUTHORIZATION  
FOR THIRD PARTY SERVICE PROVIDER METER  
CONNECTION**

Section No. 7  
Original Sheet No. 136

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**CUSTOMER AUTHORIZATION FOR THIRD PARTY SERVICE PROVIDER METER CONNECTION**

- Northern States Power Company, a Minnesota Corporation, d/b/a Xcel Energy, Northern States Power Company, a Wisconsin Corporation, d/b/a Xcel Energy, Public Service Company of Colorado, a Colorado Corporation, d/b/a Xcel Energy, and Southwestern Public Service Company, a New Mexico Corporation, d/b/a Xcel Energy (individually and together, "Xcel Energy") and each of the Third-Party Service Providers engaged by Xcel Energy for the purposes of this Authorization for Third-Party service Provider Meter Connection (the "Service") are independent parties and each independently supply the manner and means of performance of the Service authorized hereunder.
- By authorizing a Third-Party Service Provider to perform the Service and connect to the Xcel Energy meter installed on your premise, you understand that you are granting an independent party permission to access kilowatt (kW) and kilowatt-hour (kWh) data at one-second or five-second intervals from your premise receiving utility service. Access to this data can provide insight into activities within your premise receiving utility service.
- You are not required to authorize any Third-Party Service Provider to connect to the Xcel Energy meter installed at your premise and not authorizing the connection will not affect your utility services.
- Xcel Energy will have no control over the data once it is disclosed to a Third-Party Service Provider pursuant to your authorization and will not be responsible for monitoring or taking any steps to ensure that the Third-Party Service Provider maintains the confidentiality of the data or its use as authorized by you. Please be advised that you may not be able to control the use or misuse of the data once the Third-Party Service Provider has connected to the meter installed at your premise.
- If you decide to rescind your authorization and terminate the Third-Party Service Provider connection, you may do so at any time by 1) by visiting your Xcel Energy MyAccount customer portal and by visiting your Xcel Energy My Account customer portal and unenrolling from the service, or 2) by sending a written request with your name and service provider to EnergyLaunchpad@xcelenergy.com, or 3) by calling Xcel Energy's customer service center at 1-800-895-4999.
- If you acquire any other products or services offered by the Third-Party Service Providers other than the Service authorized under this Agreement, you are acquiring the products or services directly from them and not through Xcel Energy. As independent parties, the Third-Party Service Providers are solely responsible for their products and services, and any claims, damages or other liability which may arise from their products or services or the performance of their products or services shall be the responsibility of the Third-Party Service Providers.
- You are responsible for your selection of any other product or service offered by a Third-Party Service Provider. Xcel Energy is not responsible for examining or evaluating, does not endorse, and does not warrant or guarantee, any such other Third-Party Service Provider product or service. Xcel Energy does not assume any responsibility or liability for the actions, products, or services of all these and any other third parties and you hereby release and hold Xcel Energy harmless from any claim or damage which may arise out of your authorization given under these terms, the other Third-Party products or services or your use of the other Third-Party products or services.

For additional information, including the Xcel Energy's privacy policy, visit <https://my.xcelenergy.com/s/privacy>.

By clicking the link below and proceeding beyond this authorization, you acknowledge and agree that you are the customer of record for this account and that you authorize the Third-Party Service Provider to connect to the meter installed at your premise.

(submit or cancel options)

**MY ENERGY CONNECTION TERMS & CONDITIONS**

Section No. 7  
Original Sheet No. 137

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**XCEL ENERGY'S "MY ENERGY CONNECTION" SOFTWARE APPLICATIONS  
LICENSE TERMS AND CONDITIONS**

YOU ARE ABOUT TO ENTER INTO AN AGREEMENT (THIS "AGREEMENT") BY CHECKING "I AGREE" BELOW. THIS AGREEMENT IS INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS BETWEEN YOU AND THE XCEL ENERGY UTILITY COMPANY THAT PROVIDES YOU WITH ELECTRIC AND/OR NATURAL GAS SERVICES (EITHER NORTHERN STATES POWER COMPANY, A MINNESOTA CORPORATION, NORTHERN STATES POWER COMPANY, A WISCONSIN CORPORATION, PUBLIC SERVICE COMPANY OF COLORADO, OR SOUTHWESTERN PUBLIC SERVICE COMPANY, ONE OF WHICH IS THE PUBLIC UTILITY COMPANY THAT PROVIDES YOU WITH ELECTRIC AND/OR NATURAL GAS SERVICES). FOR CONVENIENCE, THOSE PUBLIC UTILITY COMPANIES ARE REFERRED TO COLLECTIVELY AS "XCEL ENERGY". XCEL ENERGY PROVIDES THE MY ENERGY CONNECTION SOFTWARE APPLICATION SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THE YOU ACCEPT AND COMPLY WITH THEM. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND DOWNLOADING THE MY ENERGY CONNECTION APPLICATION, YOU (A) AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, AND (B) REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT. **YOU AGREE THAT XCEL ENERGY MAY MAKE AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.**

**1. WHAT IS THE MY ENERGY CONNECTION APPLICATION?**

Xcel Energy's "My Energy Connection" application is a proprietary mobile application that, when downloaded and properly installed on a smart device, utilizes the Wi-Fi radio embedded in Xcel Energy's new smart meters to establish a connection with your home Wi-Fi network. This connection allows the My Energy Connection App on a smart device to establish a connection with the Xcel Energy smart meter and display "real-time" electricity usage data on the smart device. To download, install and use the My Energy Connection App, you will need to be an Xcel Energy electric service customer who has an active Xcel Energy "My Account." By installing and registering the My Energy Connection App on your mobile device you acknowledge and understand the My Energy Connection App will communicate via the internet certain information, including your Wi-Fi network name and password to Xcel Energy's hosted computer systems which is needed to set up and validate the My Energy Connection App on your smart device and securely connect your device to your smart meter.

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

**MY ENERGY CONNECTION TERMS & CONDITIONS**

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Original Sheet No. 138

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**2. WHAT HAPPENS IF I DO NOT AGREE TO THIS AGREEMENT?**

IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST CLICK THE **"DO NOT ACCEPT"** BUTTON OR CLOSE YOUR BROWSER SESSION. YOUR NON-ACCEPTANCE OF THIS AGREEMENT OR ANY MODIFICATION WILL MEAN THAT YOU WILL NOT BE ABLE TO USE THE MY ENERGY CONNECTION APP. YOUR NON-ACCEPTANCE OF THIS AGREEMENT WILL NOT AFFECT YOUR UTILITY SERVICES.

**3. YOUR RIGHT TO USE THE MY ENERGY CONNECTION APP.**

Subject to the terms and conditions of this Agreement, for as long as you maintain an active Xcel Energy "My Account," Xcel Energy grants you a non-exclusive, non-transferable right and license to use the My Energy Connection App free of charge solely for your own purposes. This license grants you the right to: (a) download and install the My Energy Connection App on your mobile device in accordance with the documentation and instructions provided by Xcel Energy; and (b) use and run the My Energy Connection App as properly installed in accordance with this Agreement and any documentation and instructions supplied by Xcel Energy. You may view and download the My Energy Connection Software and other related materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the My Energy Connection Software or related materials. This license is personal to you. Except as set forth in Section 5 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy grants similar licenses to its other customers.

**4. DO NOT PROVIDE ANY INACCURATE OR FALSE INFORMATION TO XCEL ENERGY.**

As part of the registration process and your use of the My Energy Connection App, you will be asked to provide certain information to Xcel Energy. You agree that you will not supply false contact information, impersonate any person or entity, or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. The information provided by you may be used to determine eligibility for access to and use of the My Energy Connection App. If the information you have supplied is incorrect or is not up to date, Xcel Energy reserves the right to revoke your access to the My Energy Connection App. You agree that you will not attempt to obtain access to the My Energy Connection App, Xcel Energy's smart meter or smart meter data by providing false information or accessing an account for which you have no actual authority to access. Actual or attempted unauthorized use of the My Energy Connection App may result in criminal and/or civil prosecution.

**5. CAN I AUTHORIZE OTHERS ACCESS TO MY METER THROUGH THE MY ENERGY CONNECTION APP?**

Yes. Through your Xcel Energy My Account, the My Account Service will enable you to designate individuals who you have authorized to connect their smart device to your Xcel Energy smart meter. These individuals, referred to as **"Delegates"** as defined by "My Account", will be permitted to access the smart meter through the My Energy Connection App installed on the Delegate's smart device to the extent you designate.

Except for Delegates, you agree not to give or make available your password or allow other means of access to your account by any unauthorized individuals. You are responsible for safeguarding your User ID and password and agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password.

**6. WILL XCEL ENERGY EVER ASK FOR MY PASSWORD?**

Xcel Energy representatives will never ask you for the password that you use to access your smart meter through the My Energy Connection App. You should reject any unsolicited requests for your password. If you believe that your password has been compromised, lost or stolen, or that someone may attempt to use your Xcel Energy account online without your consent, promptly notify Xcel Energy by calling 1-800-895-4999. You should also consider filing reports to applicable law enforcement agencies if the circumstances of the compromise appear to be the result of criminal conduct. Xcel Energy may at our option change the Password parameters without prior notice to you, and if Xcel Energy does so, you will be required to change your Password the next time you enter your Xcel Energy My Account. You are solely responsible for maintaining, installing, and operating your computer and software in using the My Energy Connection App. Xcel Energy is not responsible for errors or failures related to the malfunction of your computer or software.

**7. WHAT HAPPENS IF I FORGET MY PASSWORD?**

Xcel Energy can help you recover or reset your password. You will select security questions and their answers during your profile registration. Correct answers to these questions will allow access to your account if you forget the password. Select security questions and answers carefully so the information is known only to you. If you are unable to reset or recover your password, please contact Xcel Energy. Xcel Energy's relevant contact information can be found at <http://www.xcelenergy.com/ContactUs>.

**8. HOW XCEL ENERGY USES INFORMATION SUPPLIED BY YOU.**

The information included in your Xcel Energy "My Account" service profile including, but not limited to, your user name, password, personal usage data and account data, is used as part of your use of the My Energy Connection App. Xcel Energy takes protecting your personal information seriously and use of this information is subject to the Xcel Energy [Privacy Policy](#). **XCEL ENERGY WILL NOT SELL, RENT OR GIVE AWAY YOUR PERSONAL INFORMATION TO OTHER COMPANIES FOR USE IN SELLING THEIR PRODUCTS OR SERVICES UNLESS YOU CONSENT.** The submission of your personal data, and our use of your personal and financial data, is subject to the terms of this Agreement and the Xcel Energy Privacy Policy. By using "My Account" and submitting your personal and financial information to us, you agree to the terms of the Xcel Energy Privacy Policy.

**9. XCEL ENERGY'S RIGHT TO MODIFY THIS AGREEMENT, INCLUDING TO COMPLY WITH APPLICABLE LAWS, RULES, AND REGULATIONS.**

This Agreement, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "**Commission**"). Xcel Energy may file a copy of this Agreement with each such Commission. Please check the general terms and conditions of this Agreement regularly. In the future, Xcel Energy may want to modify this Agreement. If Xcel Energy does so, Xcel Energy will provide you prompt notification of such modifications by posting the updated terms on the Xcel Energy My Energy Connection web site. Your continued use of the My Energy Connection App after amendments are posted will constitute your acceptance of such amendments. If you do not agree with the change, you should stop using the My Energy Connection App and uninstall the My Energy Connection App from your smart device. The most up-to-date version of this Agreement will always be available for your review on the Xcel Energy My Energy Connection web site. If you have any questions about this Agreement, contact Xcel Energy at the relevant contact number found at <http://www.xcelenergy.com/ContactUs>.

**MY ENERGY CONNECTION TERMS & CONDITIONS**

Section No. 7  
Original Sheet No. 140

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**10. EACH PARTY'S RIGHT TO TERMINATE THIS AGREEMENT.**

(a) This Agreement and the rights Xcel Energy grants to you under it are effective from the time that you indicate your acceptance of this Agreement and continue until (i) terminated by Xcel Energy, (ii) you unsubscribe from the Xcel Energy My Account services, or (iii) you no longer have an active service account with Xcel Energy. You may opt to discontinue use of the My Energy Connection App at any time by uninstalling the My Energy Connection App from your smart device. If either party terminates this Agreement, your license and access to the My Energy Connection App will also automatically terminate. Xcel Energy may at any time modify or discontinue any aspect or component of the My Energy Connection App. In Xcel Energy's sole and absolute discretion, Xcel Energy may, without notice, restrict or terminate this Agreement and your use of the My Energy Connection App, user accounts, user IDs or passwords. Any such restriction or termination will not relieve you of obligations incurred and accrued prior to the effective date of such termination.

(b) Xcel Energy may change or add additional features to the My Energy Connection App, as appropriate. Xcel Energy shall notify you of any changes to features if Xcel Energy is legally required to do so. By installing and using any new or modified features when they become available, you agree to be bound by the rules concerning these features.

**11. INTELLECTUAL PROPERTY RIGHTS.**

(a) The My Energy Connection App and all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software and other materials associated with or made available to you as a result of your use of the My Energy Connection App ("Content") are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify, or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the My Energy Connection App. Xcel Energy reserves all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the My Energy Connection App.

(b) You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the My Energy Connection App for any purpose. Except as expressly provided in this Agreement, under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the My Energy Connection App.

(c) If you send or transmit any communications or materials to Xcel Energy by mail, email, telephone, or otherwise, suggesting or recommending changes to the My Energy Connection App, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Xcel Energy is free to use such Feedback, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Licensor is not required to use any Feedback.

**12. RESTRICTIONS ON YOUR USE OF THE MY ENERGY CONNECTION APP.**

(a) You may use the Service for lawful purposes only and only as expressly provided in this Agreement or any documentation provided by Xcel Energy. You are prohibited from using the My Energy Connection App in a manner that would constitute a civil or criminal offense. You are prohibited from using the My Energy Connection App in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy's customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution. You are prohibited from using or infringing on the intellectual property of Xcel Energy or any of its third parties. You are prohibited from installing or attempting to install or upload software viruses, mass mailings, chain letters or any form of spam or disruptive technological artifice. The rights granted to you in this Agreement may be exercised within the United States. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, you will not at any time, copy, modify, or create derivative works of the My Energy Connection App or the related Xcel Energy documentation or materials, in whole or in part, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the My Energy Connection App or the related documentation or materials or reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the My Energy Connection App, in whole or in part. You are responsible and liable for all uses of the My Energy Connection App and which may result from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

(b) Because the My Energy Connection App is software that may be adversely affected by other computer applications and software programs, you agree to maintain reasonable security including antivirus, Internet firewall, or other software and/or systems in place to reduce the risk of unauthorized access to your mobile device and your account. If you fail to implement reasonable security measures or allow someone else to access your account(s) or your mobile device without your authorization, you are responsible for any actions taken by such individual. Xcel Energy is not required to seek damages from a third party due to your failure to maintain security from your computer or your computer's Internet connection.

(c) While using the My Energy Connection App, you may not alter, interfere or disrupt the content or functioning of the My Energy Connection App or the Xcel Energy My Account service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that damage, interfere with, capture, intercept or expropriate any data relating to the Service; or (ii) disproportionately burdens the delivery of the Service online.

**13. XCEL ENERGY'S WAIVER OF WARRANTIES AND LIMITATION OF ITS LIABILITY.**

(a) TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS ON THE MY ENERGY CONNECTION APP, THE CONTENT, OR EQUIPMENT PROVIDED RELATED TO THE USE OF THE MY ENERGY CONNECTION APP. THE MY ENERGY CONNECTION APP AND ALL CONTENT IS PROVIDED "AS IS", AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE MY ENERGY CONNECTION APP OR THE CONTENT FOR ANY PURPOSE. FOR EXAMPLE, XCEL ENERGY DOES NOT WARRANT THAT MY ENERGY CONNECTION APP OR ANY CONTENT OR SERVICE PROVIDED WILL: (I) BE UNINTERRUPTED OR ERROR-FREE, (II) MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, (III) ACHIEVE ANY INTENDED RESULT, (IV) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR (V) BE SECURE, ACCURATE, COMPLETE, OR FREE OF HARMFUL CODE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE MY ENERGY CONNECTION APP, THE METER DATA OR THE CONTENT.

(b) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MY ENERGY CONNECTION APP THE CONTENT OR EQUIPMENT RELATED TO YOUR USE OF THE MY ENERGY CONNECTION APP, OR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THIS AGREEMENT, THE MY ENERGY CONNECTION APP OR THE. CONTENT UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) YOU AND EACH AUTHORIZED DELEGATE INDEMNIFIES AND HOLDS XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR LOSS OF REVENUE; LOSS OF USE OF THE MY ENERGY CONNECTION APP, LOSS OF USE OR DAMAGE TO YOUR COMPUTER EQUIPMENT OR PRODUCTS OR PROGRAMS, BUSINESS INTERRUPTION, LOSS OF USE OF DATA, PROGRAMS OR EQUIPMENT) ARISING OUT OF YOUR ACCESSING, USING, OR YOUR INABILITY TO ACCESS, OR USE, THE MY ENERGY CONNECTION APP, OR THE CONTENT PROVIDED THROUGH THE USE OF THE MY ENERGY CONNECTION APP.

(d) CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**14. APPLICABLE LAW AND VENUE.**

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service. If you are responsible for multiple premises this may vary by premises if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the My Energy Connection App, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or other dispute related to this Agreement or the My Energy Connection App shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws.

**15. GENERAL TERMS.**

This Agreement, the individual programs terms of use referencing this Agreement, the Privacy Policy, and any amendments thereto constitute the entire agreement between you and Xcel Energy with respect to your rights to access and use of the My Energy Connection App. All prior and contemporaneous agreements and understandings relating to the subject matter hereof are superseded by and merged into this Agreement. All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of this Agreement.

**16. ADDITIONAL TERMS IF YOU ARE A GOVERNMENTAL USER.**

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of this Agreement.

**17. FORCE MAJEURE**

Except to the extent otherwise required under applicable law, delay in or failure to perform any obligation shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. In such instances, Xcel Energy agrees to resume performance of affected Services as soon as commercially feasible to do so.

**18. SYSTEMS REQUIREMENTS**

You are responsible for obtaining, installing, maintaining, and operating all mobile and Wi-Fi equipment, in accordance with such requirements as may be (i) provided by the equipment manufacturers and (ii) any other documentation provided to you in connection with My Energy Connection.



STANDARD BILLING FORM BACK

Section No. 8  
10th Revised Sheet No. 7

IMPORTANT PHONE NUMBERS			IMPORTANT ADDRESSES	
Electric Emergencies:	800.895.1999	24 hours, 7 days a week	<u>General Inquiries*</u>	<u>Payments</u>
Natural Gas Emergencies:	800.895.2999	24 hours, 7 days a week	Xcel Energy	Xcel Energy
Residential Customer Service:*	800.895.4999	7 a.m.–7 p.m., Mon.–Fri. 9 a.m.–5 p.m., Sat.	PO Box 8	PO BOX 4176
Business Solutions Center:*	800.481.4700	8 a.m.–5 p.m., Mon.–Fri.	Eau Claire, WI 54702-0008	CAROL STREAM, IL 60197-4176
TTD/TTY	711	24 hours, 7 days a week	xcelenergy.com	Please include stub for faster processing.
Call Before You Dig	811	24 hours, 7 days a week		

\*Register any inquiry or complaint at the above.

GENERAL INFORMATION

City Fees

A fee some cities impose that Xcel Energy collects from customers and pays directly to the city.

Electronic Check Conversion

When you pay your bill by check, in most cases Xcel Energy will use your check information to make a one-time electronic debit from your checking account on the day we receive your check. There are no fees for this electronic conversion. In all other cases we will process your check.

Environmental Information

Fuels used to generate electricity have different costs, reliability and air emissions. For more information, contact Xcel Energy at 800.895.4999 or online at [xcelenergy.com](http://xcelenergy.com). You can also contact the Minnesota Department of Commerce at <http://mn.gov/commerce/> or the Minnesota Pollution Control Agency at <https://www.pca.state.mn.us/quick-links/electricity-and-environment>.

Estimated Bills

Xcel Energy attempts to read meters each month. If no reading is taken, Xcel Energy estimates your month's bill based on your past use.

Governing Regulatory Agency

The Minnesota Public Utilities Commission regulates this utility and is available for mediation. MPUC: 121 7th Place E., Suite 350, St. Paul, MN 55101-2147 – <http://mn.gov/mpuc/>.

Late Payment Charge

Xcel Energy will assess a late payment charge on unpaid amounts two working days after the due date. The late payment charge is 1.5% monthly or \$1, whichever is greater. No late payment charge will be assessed if the unpaid amount is less than \$10.

Payment Responsibility

If the name on the front of your bill is not that of a person or business who has payment responsibility, call Xcel Energy at 800.895.4999.

Further information is available to customers upon request.

ABOUT YOUR ELECTRIC RATES

Affordability Charge

A surcharge to recover the costs of offering bill payment assistance and discount programs for low-income customers.

Basic Service Charge

Fixed monthly charge for certain fixed costs (metering, billing, maintenance, etc.)

Conservation Improvement Programs

Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

Decoupling Adjustment

A credit or surcharge to residential and non-demand business customers that separates the recovery of fixed costs from sales, adjusted annually based on the average use of each of these two customer classes.

Demand Charge

Charge to commercial and industrial customers for the fixed costs of the electric capacity required to meet the peak electric loads on Xcel Energy's system. The charge, which is adjusted seasonally, applies to the highest 15 minute kW demand during the billing period.

Energy Charge

Charge per kWh of electricity usage to recover the variable costs of producing energy.

Fuel Cost Charge

Charge per kWh to recover the costs of fuel needed to run Xcel Energy's generating plants, as well as the cost of purchasing energy from other suppliers.

kWh

One kilowatt-hour (kWh) is a unit of electrical usage. One kWh equals 1,000 watts of electricity used for one hour. This is enough electricity to light a 100-watt light bulb for 10 hours.

Meter Reading Information

Smart meters track your energy use in 15-minute intervals. Your bill is based on the total kWh you used in each 15-minute interval in the billing period.

Renewable Development Fund

Minnesota law requires Xcel Energy to allocate money to support research and development of renewable energy technologies, grid modernization, and other projects that increase system efficiency.

Renewable Energy Standard

Minnesota law allows Xcel Energy to recover the costs of new renewable generation.

Resource Adjustment

This includes costs related to: Conservation Improvement Programs, Mercury Cost Recovery, Renewable Development Fund, Renewable Energy Standard, State Energy Policy, Transmission Cost Recovery.

State Energy Policy

Minnesota law allows Xcel Energy to recover costs related to various energy policies approved by the Legislature.

Transmission Cost Recovery

Minnesota law allows Xcel Energy to recover costs associated with new investments in the electric transmission systems necessary to deliver electric energy to customers.

ABOUT YOUR NATURAL GAS RATES

Basic Service Charge

Monthly charge for certain fixed costs (metering, billing, maintenance, etc.)

Charge per therm

Charge to recover the cost of natural gas purchases from wholesale suppliers and delivered to Xcel Energy's distribution system via pipeline. This charge is adjusted each month.

Conservation Improvement Programs

Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

Distribution Charge

Charge per therm that covers only the delivery costs of natural gas to a home or business through our distribution system. It does not include the charges for the natural gas itself.

Gas Affordability Program

A surcharge to recover the costs of offering a low-income customer co-pay program designed to reduce natural gas service disconnections. Billed to all non-interruptible customers.

Gas Utility Infrastructure Costs

Minnesota law allows Xcel Energy to recover MPUC-approved costs of assessments, modifications, and replacement of natural gas facilities as required to comply with state and federal pipeline safety programs.

Heat Content Adjustment

Corrects for variances in the heating capability of natural gas, and the adjustment varies monthly. The higher the heat content, the lower the volume of natural gas needed to provide the same heating.

New Area Service/Extension Surcharge

Monthly charge for extending natural gas service to areas where the cost would otherwise have been prohibitive under Company's present rates and service extension policy.

Pressure Correction Adjustment

Adjusts for variances in the amount of natural gas measured by different types of meters due to pressure differences in the natural gas delivered to a service.

Resource Adjustment

This includes costs related to Conservation Improvement Programs, and Gas Utility Infrastructure Costs.

Therm

A therm is a unit of heating value equal to 100,000 British Thermal Units (BTUs). Since natural gas meters measure the volume of natural gas consumed in cubic feet, the Heat Content Adjustment is used to determine how much heat, in therms, is contained in the volume consumed.

PAYMENT OPTIONS *Learn more at [xcelenergy.com/payment](http://xcelenergy.com/payment)*

Standard Payment Options: (No fees apply)

- **My Account/eBill/Mobile App** — View/pay your bill electronically, view energy usage and access account information.
- **Auto Pay** — Automatically pay your bill directly from your bank account.
- **Pay By Phone** — Make your payment by phone from your checking or savings account by calling 800.895.4999.
- **Pay By Mail** — Return the enclosed envelope and attached bill stub with your payment. Apply proper postage.
- **Bank View and Pay** — View and pay your bills online through a third-party vendor.

Other Payment Options (Third-party fees will apply. Xcel Energy does not collect nor benefit from these fees.)

- **Credit/Debit Card Payment** — Pay with your credit or debit card electronically in My Account/eBill/Mobile App, or by calling 833.660.1365. A processing fee is charged for each credit/debit card payment.
- **Pay Stations** — Pay your bill in-person at a location near you. A processing fee is charged for payments made at a pay station.

*Learn more at [xcelenergy.com/MyAccount](http://xcelenergy.com/MyAccount)*

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**CUSTOMER RIGHTS  
DISCONNECTION DURING COLD WEATHER (Continued)**

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**2.9 CUSTOMERS ABOVE 50 PERCENT OF STATE MEDIAN INCOME**

During the cold weather period, a customer whose household income is above 50 percent of state median income:

1. has the right to a payment agreement that takes into consideration the customer's financial circumstances and any other extenuating circumstances of the household; and
2. may not be disconnected and must be reconnected if the customer makes timely payments under a payment agreement accepted by the Company.

The second sentence in Section 2.7 does not apply to customers whose household income is above 50 percent of state median income.

**2.10 REPORTING**

Annually on October 15, the Company must electronically file with the Minnesota Public Utilities Commission a report, in a format specified by the Minnesota Public Utilities Commission, specifying the number of the Company's heating service customers whose service is disconnected or remains disconnected for nonpayment as of September 15 and October 1. If customers remain disconnected on October 1, the Company must file a report each week between October 15 and the end of the cold weather period specifying:

1. the number of the Company's heating service customers that are or remain disconnected from service for nonpayment; and
2. the number of the Company's heating service customers that are reconnected to service each week. The Company may discontinue weekly reporting if the number of the Company's heating service customers that are or remain disconnected reaches zero before the end of the cold weather period.

The data reported under this Section and Minn. Stat. 216B.096 are presumed to be accurate upon submission and must be made available through the Minnesota Public Utilities Commission's electronic filing system.

**2.11 NOTICE TO CITIES OF UTILITIES DISCONNECTIONS**

Upon written request from a statutory or home rule charter city and consistent with Minn. Stat. §216B.0976, the Company will provide reports of currently disconnected properties or newly disconnected properties for customers located within the city's boundaries.

## **Gas**

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

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Date Filed:	03-15-24	By: Ryan J. Long	Effective Date:
		President, Northern States Power Company, a Minnesota corporation	
Docket No.	E,G002/M-24-		Order Date:

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

Section No. 2  
7th Revised Sheet No. 1

All Matters Relating to Rates and Rules	Ryan J. Long President, Northern States Power Company, a Minnesota corporation 414 Nicollet Mall, 401-9 Minneapolis, MN 55401 Telephone No. 1-800-328-8226	T
Gas Emergencies & Outages	1-800-895-2999	
Residential Customer Service	1-800-895-4999	
Business Solutions Center (Commercial / Industrial Customer Service)	1-800-481-4700	
TDD/TYY (Hearing Impaired Services)	1-800-895-4949	
Internet Address	<a href="http://www.xcelenergy.com">www.xcelenergy.com</a>	

Date Filed:	03-15-24	By: Ryan J. Long	Effective Date:
	President, Northern States Power Company, a Minnesota corporation		
Docket No.	E,G002/M-24-		Order Date:

**COMMERCIAL FIRM SERVICE (Continued)**

**RATE CODES: SMALL 102 & 108; LARGE 118 & 125**

Section No. 5

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**RESOURCE ADJUSTMENT**

All customer bills under this rate are subject to the adjustment provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider and the Gas Utility Infrastructure Cost Rider.

**SURCHARGE**

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider. See additional information on the Surcharge Rider in this section.

**LOW INCOME ENERGY DISCOUNT RIDER**

All customer bills under this rate are subject to the adjustment provided for in the Low Income Energy Discount Rider. For information on the Low Income Energy Discount Rider, see separate sheets in this section.

**REVENUE DECOUPLING MECHANISM RIDER**

Bills are subject to the adjustments provided for in the Revenue Decoupling Mechanism Rider.

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The following are additional terms and conditions for service under this tariff.

**LATE PAYMENT CHARGE**

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in Section 6 of the General Rules and Regulations.

**COMMERCIAL DEMAND BILLED SERVICE (Continued)**  
**RATE CODES: SMALL 119, LARGE 103**

Section No. 5  
11th Revised Sheet No. 4

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**SUPERCOMPRESSIBILITY ADJUSTMENT**

For customers served at 25 PSIG or greater, an adjustment factor or correction device shall be used to correct gas consumption measurements for super compressibility.

**DETERMINATION OF MONTHLY BILLING DEMAND**

The demand in Therms for billing purposes for the month in which bill is rendered shall be the greater of:

1. The highest daily consumption recorded during the billing month; or
2. The firm contract quantity specified in the service agreement between Company and customer; or
3. The highest daily consumption previously recorded at customer's meter location.

A customer who installs equipment which would verifiably reduce customer's firm demand under this service schedule may request a restated firm contract quantity by providing such verification to Company and entering into new service agreement with Company.

Where customer has alternate fuel capability for load in excess of contract demand, additional volumes will be provided on an interruptible basis at rates equal to the applicable rates for equivalent interruptible service.

Curtailment notifications will be made to customer provided notification devices (e.g. phone, email, text message, fax, pager) a minimum of one hour prior to the curtailment start. Notifications identifying the end of the curtailment period will be made to interruptible gas customers in the same manner.

**RESOURCE ADJUSTMENT**

All customer bills under this rate are subject to the adjustment provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider and the Gas Utility Infrastructure Cost Rider.

**SURCHARGE**

In certain communities, customer bills under this rate are subject to surcharges provided for in a Surcharge Rider. See additional information on the Surcharge Rider in Section 5.

**LOW INCOME ENERGY DISCOUNT RIDER**

All customer bills under this rate are subject to the adjustment provided for in the Low Income Energy Discount Rider. For information on the Low Income Energy Discount Rider, see separate sheets in this section.

The following are additional terms and conditions for service under this tariff.

**LATE PAYMENT CHARGE**

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in Section 6 of the General Rules and Regulations.

**REVENUE DECOUPLING MECHANISM RIDER**

Large Commercial Demand Billed Service (103) bills are subject to the adjustments provided for in the Revenue Decoupling Mechanism Rider

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(Continued on Sheet No. 5-4.1)

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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**INTERRUPTIBLE SERVICE (Continued)**  
**RATE CODES: SMALL 105 & 111, MEDIUM 106, LARGE 120**

Section No. 5  
5th Revised Sheet No. 11.1

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**RESOURCE ADJUSTMENT**

All customer bills under this rate are subject to the adjustment provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider and the Gas Utility Infrastructure Cost Rider.

**SURCHARGE**

In certain communities, customer bills under this rate are subject to surcharges provided for in a Surcharge Rider. See additional information on the Surcharge Rider in this section.

**REVENUE DECOUPLING MECHANISM RIDER**

Small and Medium Interruptible Service (105, 106, 111) bills are subject to the adjustments provided for in the Revenue Decoupling Mechanism Rider.

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(Continued on Sheet No. 5-12)

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

**4. GAS SUPPLY COST TRUE-UP (Continued)**

For each supply component, the true-up difference factor is the sum of the annual true-up difference plus any over, or under, recovery of true-up obligation from the previous year, divided by the appropriate, budgeted annual sales beginning with the upcoming September sales. The annual true-up difference is the actual cost experienced during the 12 month period less annual gas cost recovered in retail rates. The actual cost experience shall include carrying cost, computed using the same rate as pipeline refunds, applied to the difference in the value of inventory levels associated with natural gas actually injected into underground storage during the 12 month period and the levels used to establish base rates. Annual gas cost recovered equals the unit rates used in calculating PGA during the period, multiplied by the sales during the period each of the unit rates were in effect.

**5. REFUNDS**

Refunds and interest thereon received from any supplier or transporter of purchased gas that are attributable to the cost of gas previously sold or to transportation of said gas will be refunded pursuant to Minn. Rules 7825.2700, Subp. 8, in effect from time to time. Upon approval of the Commission, refunds of less than \$5.00 per customer may be retained by the Company and separately accounted for until such time as the balance, together with additional supplier refunds, produces a refund of \$5.00 or more per customer.

**6. LOST AND UNACCOUNTED FOR GAS**

The annual Gas Supply Cost True-up shall include an adjustment for net lost and unaccounted for (LAUF) gas volumes provided by Firm Transportation Service, Interruptible Transportation Service and Negotiated Transportation Service customers pursuant to the monthly cash-out mechanism. The LAUF factor applicable to such Transportation Service tariffs shall be the factor on file with the Commission from time-to-time.

**7. FEBRUARY 2021 WEATHER EVENT – PRICING EVENT SURCHARGE**

For the period October 1, 2021 through December 31, 2026 (Residential), a Pricing Event Surcharge will be included on customer bills, for recovery of certain gas costs incurred by Xcel Energy from February 13-17, 2021. This surcharge is subject to refund by Commission decision or if offsets to costs are received by the Company. The surcharge is applicable to customers taking gas sales service.

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Pricing Event Surcharge Exemption: Low-income residential customers who applied and were determined eligible for LIHEAP assistance during 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, or 2025-2026 as well as those residential customers who are 61 to 120 days in arrears on their natural gas bills as of June 30, 2021 are exempt from paying the Pricing Event Surcharge. Identification of exempt customers will be adjusted effective with the following schedule:

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**PURCHASED GAS ADJUSTMENT CLAUSE (Continued)**

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Pricing Event Surcharge Factors – October 1, 2021 through December 31, 2026 – Residential

October 1, 2021 – October 31, 2021: \$0.14795 per therm

November 1, 2021 – December 31, 2021: \$0.05918 per therm

January 1, 2022 – December 31, 2022: \$0.04716 per therm

January 1, 2023 – December 31, 2026: \$0.04219 per therm

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

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Order Date:

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

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Order Date:

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Date Filed: 03-15-24

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Order Date:

## **SECTION 3 METERING AND BILLING**

### **3.1 METERING AND TESTING**

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

The Company will maintain and test its metering equipment in accordance with the Minnesota Public Utilities Commission's rules. In the event the Company's test shows a meter to have an average error of 2% fast or slow, the Company, will adjust the bills for service during the period of registration error, if known, in accordance with Public Utilities Commission rules. If the error period is not known, an adjustment will be made for a period equal to one-half of the time since the most recent test, not to exceed six months. If the average meter error cannot be determined because of failure of part or all of the metering equipment, the customer shall pay an amount based upon registration of check metering equipment or an estimated amount based upon the customer's consumption for comparable operations over a similar period.

### **3.2 MONTHLY BILLING**

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

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 74

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**XCEL ENERGY'S ONLINE TERMS OF USE**

**BY USING THE SERVICE, YOU ARE ACCEPTING THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THE SERVICE.**

THESE TERMS OF USE (ALSO REFERRED TO AS "TERMS") ARE INTENDED TO SET FORTH THE BASIC TERMS AND CONDITIONS GOVERNING THE SERVICE DESCRIBED BELOW BETWEEN YOU AND XCEL ENERGY INC., AND/OR ITS VARIOUS AFFILIATES AND SUBSIDIARIES (COLLECTIVELY REFERRED TO AS "XCEL ENERGY").

THESE TERMS OF USE ARE A LEGAL AGREEMENT ENTERED INTO BY AND BETWEEN YOU AND XCEL ENERGY. THESE TERMS OF USE, TOGETHER WITH THE [PRIVACY POLICY](#), GOVERN YOUR ACCESS TO AND USE OF THE SERVICE (DEFINED BELOW). "YOU," "USER," OR SIMILAR TERMS MEANS YOU, AS AN INDIVIDUAL, WHETHER YOU ARE AN ACCOUNT OWNER OR DELGATE, AS WELL AS THE EMPLOYER OR ENTITY ON WHOSE BEHALF YOU ARE USING THE SERVICE; YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOURSELF AND IF APPLICABLE, SUCH EMPLOYER OR ENTITY.

BY ACCESSING OR USING THE SERVICE, OR BY SELECTING "I AGREE" WHEN PROMPTED TO DO SO, YOU ACCEPT AND AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU CANNOT ACCESS OR UTILIZE THE SERVICE. YOU CAN CONTINUE TO RECEIVE RELEVANT BILLING INFORMATION AND OBTAIN SERVICES AND INFORMATION RELATED TO YOUR ACCOUNT IN OTHER WAYS, INCLUDING MAIL AND PHONE.

XCEL ENERGY MAY MODIFY THESE TERMS AT ANY TIME IN ITS SOLE DISCRETION. WHILE XCEL ENERGY WILL MAKE REASONABLE EFFORTS TO NOTIFY YOU OF MATERIAL CHANGES TO THESE TERMS OF USE, YOU ARE RESPONSIBLE FOR REVIEWING THESE TERMS OF USE ON A REGULAR BASIS. BY ACCESSING OR USING THE SERVICE FOLLOWING SUCH MODIFICATION, YOU AGREE TO BE BOUND BY SUCH CHANGES TO THE TERMS. IF ADDITIONAL TERMS APPLY TO CERTAIN FEATURES OF THE SERVICE OR XCEL ENERGY PRODUCTS ASSOCIATED WITH THE SERVICE, THOSE TERMS WILL BE PROVIDED TO YOU PRIOR TO YOUR USE OF THE FEATURE. **YOU AGREE THAT XCEL ENERGY MAY MAKE THIS AND OTHER AGREEMENTS WITH YOU BY ELECTRONIC MEANS AND THAT SUCH AGREEMENTS HAVE THE SAME LEGAL EFFECT AS AGREEMENTS ENTERED INTO ON PAPER AND ARE AUTHENTIC AND VALID.**

***PLEASE PAY SPECIAL ATTENTION TO AND NOTE THE FOLLOWING PROVISIONS: SECTION 11 ("XCEL ENERGY'S WAIVER OF WARRANTIES AND LIMITATION OF ITS LIABILITY") AND SECTION 12 ("INDEMNIFICATION").***

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

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**ONLINE TERMS OF USE**

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**1. What is the service?**

Xcel Energy operates and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

Xcel Energy grants you the right to access the Service via the Internet free of charge solely for your use. This license is personal to you. Consequently, you may not transfer or assign your rights under this license to anyone else. Xcel Energy reserves the right to revoke this license at any time for any reason. Xcel Energy will grant similar licenses to other customers.

and maintains xcelenergy.com and other Xcel Energy websites, apps, and digital services that enable you to manage your Xcel Energy utility account and other products and services offered through Xcel Energy (the "Service"). Following are the general features included in the Service:

- View your account balance and pay bills
- Manage your payments and payment plans
- View and monitor your energy usage
- Control certain energy management products you may participate in
- Establish your communication preferences
- View and search outage information
- Report outages
- Start, stop, or transfer your utility service
- Sign up for programs and services offered by Xcel Energy

Xcel Energy is constantly looking for ways to improve its customer experience and may change these or add additional features not listed here.

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



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**ONLINE TERMS OF USE**

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**1. User accounts.**

The Service includes a variety of different features as described above in Section 1. You are required to establish an account in order to access or use certain features of the Service. You may need to provide certain registration details or other information to create an account and to otherwise access and use the Service. When you establish an account, you agree that all the information you provide is correct, current and complete; you will not supply false contact information, impersonate any person or entity, or otherwise mislead as to the origin of the information provided by you. You agree to keep the contact information associated with your accounts accurate and complete. You agree that all information you provide to create an account or otherwise access or use the Service is governed by Xcel Energy's [Privacy Policy](#), and you consent to Xcel Energy's collection, use, and sharing of such information consistent with Xcel Energy's [Privacy Policy](#). Where it is reasonable to do so, or permitted by law, we may rely on implied consent.

If you choose, or are provided with, a user name, password, or any other piece of information as part of Xcel Energy's security procedures, you must treat such information as confidential. You agree not to give or make available your password or allow other means of access to your account by any unauthorized individuals. You are responsible for safeguarding your User ID and password and agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password. You agree to notify Xcel Energy immediately of any unauthorized access to or use of your User ID or password or any other breach of security. You shall not use or allow others to use the Service for any purpose not expressly permitted by these Terms of Use. Xcel Energy has the right to disable any User ID, password, or other identifier, whether chosen by you or provided by Xcel Energy, at any time if, in Xcel Energy's opinion, you have violated any provision of these Terms of Use.

**2. Your right to use the Service and eligibility requirements.**

Subject to your compliance with these Terms of Use, Xcel Energy grants you license to access the Service solely for your own personal and non-commercial purposes. You may view and download displayed materials, provided that you do not remove any copyright, trademark and other proprietary notices shown on the materials. The foregoing license is personal to you. Except as set forth in Section 4 below, you may not transfer or assign your rights under this license to anyone else. Xcel Energy grants similar licenses to other customers. You understand and agree that the Service is provided under license to you, not being sold to you, and you do not gain any ownership interest of any kind in the Service under these Terms of Use.

Service is offered and available to users who are 18 years of age or older and reside in the United States. By using the Service, you represent and warrant that you are 18 years of age or older and otherwise meet all of the eligibility requirements contained herein. If you do not meet all of these requirements, you must not access or use the Service.

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

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**4. Can I authorize others access to my accounts through the Service?**

Yes. Certain features of the Service will enable you to designate individuals who you authorize to access your account. These individuals, referred to as "**Delegates**," will be permitted to access the Service to the extent you designate. Please consider the Delegate designation carefully as these individuals will be able to perform certain actions in the Service depending on the level of access you provide the Delegate. **Xcel Energy has the right to rely upon actions and directions made by your designated Delegates as your legal agents, and you will be responsible for any actions taken by Delegates when accessing the Service.**

Please note that Xcel Energy will not honor any request from a third party to release customer information based on a Delegate's entry in the Service.

**5. Your access to the Service.**

Xcel Energy will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including licensed users. Xcel Energy does not make any representations or guarantees regarding uptime or availability of the Service.

You are responsible for:

- Making all arrangements necessary for you to have access to the Service.
- Ensuring that any of your designated Delegates are aware of these Terms of Use and comply with them.
- Ensuring that all persons who access the Service through your internet connection are aware of these Terms of Use and comply with them.

We may block, limit or terminate your access to the Service for any reason, including if: (i) you violate these Terms of Use; (ii) you violate any applicable law or regulation relating to your use of the Service; (iii) you engage in any conduct which Xcel Energy, in its sole discretion, believes is offensive, harmful, defamatory or otherwise harmful to Xcel Energy or others; or (iv) you breach any other agreement with Xcel Energy.

For purposes of accessing the Service, you are responsible for obtaining Internet and mobile carrier services via the service provider(s) of your choice, for any and all fees imposed by such service provider(s) and any associated communications service provider(s) charges. Standard messaging, data and other fees may be charged by your mobile carrier. Fees and charges will appear on your mobile bill or be deducted from your pre-paid balance. Your carrier may prohibit or restrict certain Service features, and certain Service features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues. You acknowledge that there are certain security, corruption, transmission error, and access availability risks associated with using open networks such as the Internet and you hereby expressly assume such risks (to the extent the law allows you to do so). You acknowledge that you are using the Service at your convenience, have made your own independent assessment of the adequacy of the Internet as a delivery mechanism for accessing information and initiating instructions and that you are satisfied with that assessment.

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

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**ONLINE TERMS OF USE**

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**5. Your access to the Service (Continued).**

You authorize Xcel Energy to contact you at the phone or mobile number provided in your account/s, via phone, text (SMS or MMS), or other similar method using automated dialing technology, artificial messages, or prerecorded messages. Consent is not a condition of buying any property, goods, or services. To opt-out at any time, reply "STOP". Message and data rates may apply.

**6. Xcel Energy's right to modify these terms of use.**

These terms of use, or portions thereof as provided by law, may be subject to the jurisdiction of certain public utilities commissions that regulate Xcel Energy's provision of utility services to you (the "**Commission**"). Xcel Energy may file a copy of these terms of use with each such Commission. Please check the general terms and conditions of these Terms of Use regularly. In the future, Xcel Energy may want to revise these terms of use. While Xcel Energy will make reasonable efforts to notify you of material changes to these Terms of Use, your continued access or use of the Service after amendments are posted will constitute your acceptance of such amendments. If you have any questions about these Terms, contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.

**7. Third Party Websites.**

The Service may contain links or other connections to websites and social networks that are not under the control of or operated by Xcel Energy, but rather are exclusively controlled and operated by third parties (collectively, "Third-Party Sites"). You may be transferred to a Third-Party Site even though it may appear that you are still in the Service or on Xcel Energy's website. These Third-Party Sites are subject to different terms and conditions and privacy policies. When you access and use Third-Party Sites, review the applicable terms and conditions and privacy policies. You agree that your use of Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions.

Although Xcel Energy may provide a link to a Third-Party Site on the Service, such a link is not an authorization, endorsement, sponsorship or affiliation by Xcel Energy with respect to such Third-Party Site, its content, its owners or its providers. Accordingly, Xcel Energy makes no representations whatsoever concerning such Third-Party Sites. You are solely responsible for determining the extent to which you may use any content at any other Third-Party Sites to which you link from the Service.

**8. Each party's right to terminate this Agreement.**

Xcel Energy reserves the right to modify or terminate your access to and use of the Service (or any portion of the service) in its sole discretion without prior notice or liability to you. Any such modification or termination will not relieve you of your obligations incurred and accrued prior to the effective date of such modification or termination. You may opt to discontinue use of the Service at any time by not accessing the Service.

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 79

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**9. Intellectual Property Rights.**

You acknowledge that, as between you and Xcel Energy, all text, images, graphics, photographs, video clips, designs, icons, sounds, information, data, software, the Service and other materials not generated by you (the "Content") on the Service and Xcel Energy's website are copyrights, trademarks, service marks, trade secrets or other intellectual property or proprietary rights owned or licensed by Xcel Energy, Xcel Energy Inc., its agents, service providers and/or licensors. The marks "Xcel Energy" and the red "swirl" logo are the exclusive property of Xcel Energy Inc. You may not remove, modify or obscure any proprietary rights notices that Xcel Energy or its licensors and service providers place on the Service. All rights are reserved.

The entire contents and design of the Service and any Content are protected by U.S. and international copyright law. You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the Service for any purpose. Under no circumstances will you obtain any rights, or license, in processes, information or technology described in the Content or in the Service.

**10. Restrictions on your use of the Service.**

You may use the Service for lawful purposes only. You shall not use the Service for any purposes beyond the scope of the access granted by these Terms of Use. You shall not at any time, directly or indirectly, and shall not permit any users to: (i) use the Service in a manner or for any purpose that would constitute a civil or criminal offense; (ii) use the Service in a manner that unlawfully invades the privacy of another or without their consent, or that involves the use of Xcel Energy's customized data, data reports, customized data feeds, or any other product for commercial use or mass distribution; (iii) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of Xcel Energy or any third party; (iv) reproduce, modify, adapt, translate, create derivative works of or otherwise exploit any portion of the Service; (v) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service; (vi) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (vii) use any device, software or routine that interferes with or disrupts the Service, the server on which the Service is stored, or any server, computer or database connected to the Service; or (viii) use any automatic device, process or means to access the Service for any purpose, including monitoring or copying content on the Service.

While using the Service, you may not alter, interfere or disrupt the content or functioning of the Service, including but not limited to uploading, posting or transmitting any material that (i) contains viruses, Trojan horses, worms, time bombs, cancelbots, or other computer codes files or programs that damage, interfere with, capture, intercept or expropriate any data relating to the Service or is potential harmful or malicious; or (ii) disproportionately burdens the delivery of the service online.

While using this Service, you also may not attempt to (i) probe, scan or test the vulnerability of a system or network or breach security or authentication measures; (ii) interfere with service to any user, host or network, including without limitation via means of submitting a virus to the Service and "overloading," "flooding," "spamming," "mailbombing" or "crashing" the Service; (iii) forge any TCP/IP packet header or any part of the header information in any communication representing Xcel Energy.

We reserve the right to terminate access to the Service, or modify or discontinue the Service in whole or in part, at any time, for any reason. We may take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Service.

(Continued on Sheet No. 7-80)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 80

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**11. Privacy Policy and Communications.**

Please review Xcel Energy's Privacy Policy, which applies to personal information collected from or provided by you through the Service.

You agree that we may communicate with you through any and all contact information and methods you provide to us, including but not limited to text message, email, telephone, social media account, fax, and/or postal mail.

**12. Xcel Energy's waiver of warranties and limitation of its liability.**

(a) XCEL ENERGY MAKES REASONABLE EFFORTS TO PROVIDE MATERIAL AND CONTENT THROUGH THE SERVICE THAT IS CORRECT. HOWEVER, XCEL ENERGY CANNOT GUARANTEE THE ACCURACY OF THE CONTENT OR ANY MATERIAL PROVIDED THROUGH THE SERVICE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOUR EXCLUSIVE REMEDY FOR INACCURATE CONTENT IS THAT, UPON NOTIFICATION BY YOU THAT SOME CONTENT IS INACCURATE, XCEL ENERGY WILL TAKE REASONABLE STEPS TO INVESTIGATE THE REPORTED INACCURACY TO THE EXTENT REQUIRED BY APPLICABLE LAW, TARIFF, RULE OR REGULATION. BASED ON THE RESULTS OF THE INVESTIGATION WE WILL CORRECT ANY INACCURACY THAT WE DETERMINE EXISTS.

(b) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, XCEL ENERGY DOES NOT GUARANTEE THE AVAILABILITY OF THE SERVICE. FOR THOSE REASONS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, XCEL ENERGY, ON BEHALF OF ITSELF, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS, ITS AND THEIR RESPECTIVE AFFILIATES, DISCLAIMS ANY LIABILITY FOR ANY INACCURACIES OR ERRORS ON THE SERVICE OR THE CONTENT. THE SERVICE AND ALL CONTENT IS PROVIDED "AS IS," AND "WITH ALL FAULTS", WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES DO NOT WARRANT NOR MAKE ANY REPRESENTATIONS AS TO THE SUITABILITY OF THE SERVICE OR THE CONTENT FOR ANY PURPOSE. XCEL ENERGY WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR DELAYS IN THE OPERATION OR TRANSMISSION OF THE SERVICE OR THE CONTENT.

(c) OTHER THAN AS REQUIRED UNDER APPLICABLE LAW REGULATION OR AN EXPRESS WRITTEN AGREEMENT BETWEEN YOU AND XCEL ENERGY, IN NO EVENT WILL XCEL ENERGY, ITS AGENTS, SERVICE PROVIDERS OR LICENSORS BE LIABLE TO YOU OR TO ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, THE CONTENTOR FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, LOST DATA, UNAUTHORIZED ACCESS OR ACQUISITION OF YOUR DATA, BREACH OF DATA OR SYSTEM SECURITY, LOSS OF GOODWILL OR REPUTATION, INCREASED COSTS, OR OTHER LOSSES, EVEN IF XCEL ENERGY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In THE EVENT THAT THIS LIMITATION OF LIABILITY IS UNENFORCEABLE, IN NO EVENT WILL THE LIABILITY OF XCEL ENERGY, ITS AFFILIATES OR SUBSIDIARIES, OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS, IN CONNECTION WITH THIS AGREEMENT OR THE CONTENT UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EXCEED \$250.00 IN THE AGGREGATE, REGARDLESS OF WHETHER SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(Continued on Sheet No. 7-81)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 81

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**13. Indemnification.**

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS XCEL ENERGY, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS AND LICENSORS AND THEIR RESPECTIVE AFFILIATES HARMLESS AGAINST ANY AND ALL CLAIMS, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, COSTS AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO: (I) YOUR ACCESSING OR USING, OR YOUR INABILITY TO ACCESS OR USE, THE SERVICE, OR THE CONTENT PROVIDED THROUGH THE SERVICE; (II) YOUR USER CONTENT; AND/OR (III) YOUR BREACH OF THESE TERMS OF USE.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**14. Your Content.**

The Service may allow you to upload, post or share information, text, data, photographs, graphics, logos and other content (collectively, "User Content"). In uploading, posting or sharing such User Content, you grant Xcel Energy and its affiliated entities a limited, non-exclusive, sublicensable, royalty-free license to display, access, view, store, and/or download User Content, and post or forward User Content to others, for the purpose of providing you the Service.

You hereby represent and warrant to Xcel Energy that you are the owner or valid licensee of User Content, and your or Xcel Energy's use, publication and display of User Content will not infringe any third party intellectual property or proprietary rights.

These content standards apply to any and all User Content and use of the Service. User Content must in its entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Content must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person. 9 Effective date: February 26, 2020
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms and Xcel Energy's Privacy Policy.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.

(Continued on Sheet No. 7-82)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 82

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**15. Reporting Claims of Copyright Infringement.**

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Services infringe your copyright, you may request removal of those materials (or access to them) from the Services by submitting written notification to our copyright agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U.S.C. § 512) ("DMCA"), the written notice (the "DMCA Notice") must include substantially the following:

- Your physical or electronic signature.
- Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the website, a representative list of such works.
- Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.
- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the written notice is accurate.
- A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent to receive DMCA Notices is:

General Counsel  
Xcel Energy  
401 Nicollet Mall; 8th Floor  
Minneapolis, MN 55401  
1-800-895-4999  
[customerservice@xcelenergy.com](mailto:customerservice@xcelenergy.com)

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Services is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

It is our policy in appropriate circumstances to disable and/or terminate the accounts of users who are repeat infringers.

**16. Cautionary Statement Regarding Forward-Looking Statements.**

The Service contains forward-looking statements that are subject to certain risks, uncertainties and assumptions, and other statements can often be identified by the words "anticipate," "believe," "could," "estimate," "expect," "intend," "may," "objective," "outlook," "plan," "project," "possible," "potential," "should," "will," "would" and similar expressions. Forward-looking statements speak only as of the date they are made, and we expressly disclaim any obligation to update any forward-looking information.

(Continued on Sheet No. 7-83)

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

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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 83

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**17. Wireless and Location-Based Features**

The Service may offer features that are available to you via your wireless device including the ability to access the Service's features and receive messages from the Service, and download applications (collectively, "Wireless Features").

If you have location-based features on your wireless device, you acknowledge that your device location may be tracked. You can terminate location tracking by us through Privacy Settings on your wireless device or by uninstalling our mobile app. Location-based features are used at your own risk and location data may not be accurate.

**18. Applicable Law and Venue.**

The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service. If you are responsible for multiple addresses, this may vary by address if they are in different states. In the event that you or Xcel Energy claim a breach of the terms of this Agreement or a misuse of the Service, you and Xcel Energy consent to the jurisdiction of any court or utility commission sitting within the state of any premises where you received the benefit of utility service from Xcel Energy, and any such claim or otherwise dispute related to these Terms of the Service shall be resolved pursuant to the laws of such state, without reference to its principles on conflicts of laws. .

**19. U.S. Only.**

The Service is controlled and operated by Xcel Energy from its offices within the United States and is intended only for use by users in the United States. The Service is not intended to subject Xcel Energy to jurisdiction or law other than the laws of the United States, as applicable. Xcel 11 Effective date: February 26, 2020 Energy makes no representation that the information or materials on or linked through the Service is appropriate or available for use in other locations. Those who choose to access the Service from other locations do so on their own initiative and at their own risk and are responsible for compliance with all applicable laws, rules and regulations in their respective location in doing so. By submitting your personally identifiable information via the Service, you consent to the transfer to and processing of such data in the U.S.

**20. General Terms.**

These Terms, additional terms for different features of the Service, as applicable, the Privacy Policy, and any amendments thereto constitute an agreement between you and Xcel Energy with respect to your rights to access and use of the Service. These Terms are in addition to, and not in lieu of, any other applicable agreement and/or applicable terms between you and Xcel Energy. In the event of any direct conflict between agreement terms, the terms applicable to the most specific service or item shall control (for example, terms applicable to a single website would prevail over a directly conflicting term applicable to all websites). All rights and remedies, whether conferred hereunder or by any other instrument or by law, will be cumulative and may be exercised singularly or concurrently. Xcel Energy's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. If any provision(s) of these terms is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby. Section headings are for reference purposes only and shall not affect in any way the meaning or interpretation of these Terms of Use. No oral explanation or information by either party shall alter the meaning or interpretation of the terms of these Terms of Use.

(Continued on Sheet No. 7-84)

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



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**ONLINE TERMS OF USE**

Section No. 7  
Original Sheet No. 84

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**21. Additional Terms if you are a Governmental User.**

The Service and related documentation are "Commercial Items", as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. If you are a U.S. Government end user then consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to you (i) only as Commercial Items and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States. Any breaches of this Section will be a material breach of these Terms of Use.

**22. Force Majeure.**

Except to the extent otherwise required under applicable law, delay in or failure to perform any Service shall be excused if such delay or failure is caused by strike, fire, flood, earthquake, acts of nature, governmental action, failure of suppliers, communications lines failures, power failures, or for any other cause or event beyond Xcel Energy's reasonable control. Xcel Energy will not be held liable for any delay or failure in performance due to such circumstances.

**23. Assignment.**

Xcel Energy may assign its rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law. You may not assign rights and obligations under these Terms of Use, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law, without our prior written consent.

**24. Contact Information.**

If you have questions or comments about the Service or these Terms of Use, please contact Xcel Energy at the relevant contact information found at <http://www.xcelenergy.com/ContactUs>.

**STANDARD BILLING FORM BACK**

Section No. 8  
11th Revised Sheet No. 7

IMPORTANT PHONE NUMBERS			IMPORTANT ADDRESSES	
Electric Emergencies:	800.895.1999	24 hours, 7 days a week	<u>General Inquiries*</u>	<u>Payments</u>
Natural Gas Emergencies:	800.895.2999	24 hours, 7 days a week	Xcel Energy	Xcel Energy
Residential Customer Service:*	800.895.4999	7 a.m.–7 p.m., Mon.–Fri. 9 a.m.–5 p.m., Sat. 8 a.m.–5 p.m., Mon.–Fri.	PO Box 8	PO BOX 4176
Business Solutions Center:*	800.481.4700	24 hours, 7 days a week	Eau Claire, WI 54702-0008	CAROL STREAM, IL 60197-4176
TTD/TTY	711		xcelenergy.com	Please include stub for faster processing.
Call Before You Dig	811			

\*Register any inquiry or complaint at the above.

**GENERAL INFORMATION**

City Fees

A fee some cities impose that Xcel Energy collects from customers and pays directly to the city.

Electronic Check Conversion

When you pay your bill by check, in most cases Xcel Energy will use your check information to make a one-time electronic debit from your checking account on the day we receive your check. There are no fees for this electronic conversion. In all other cases we will process your check.

Environmental Information

Fuels used to generate electricity have different costs, reliability and air emissions. For more information, contact Xcel Energy at 800.895.4999 or online at [xcelenergy.com](http://xcelenergy.com). You can also contact the Minnesota Department of Commerce at <http://mn.gov/commerce/> or the Minnesota Pollution Control Agency at <https://www.pca.state.mn.us/quick-links/electricity-and-environment>.

Estimated Bills

Xcel Energy attempts to read meters each month. If no reading is taken, Xcel Energy estimates your month's bill based on your past use.

Governing Regulatory Agency

The Minnesota Public Utilities Commission regulates this utility and is available for mediation. MPUC: 121 7th Place E., Suite 350, St. Paul, MN 55101-2147 – <http://mn.gov/mpuc/>.

Late Payment Charge

Xcel Energy will assess a late payment charge on unpaid amounts two working days after the due date. The late payment charge is 1.5% monthly or \$1, whichever is greater. No late payment charge will be assessed if the unpaid amount is less than \$10.

Payment Responsibility

If the name on the front of your bill is not that of a person or business who has payment responsibility, call Xcel Energy at 800.895.4999.

Further information is available to customers upon request.

**ABOUT YOUR ELECTRIC RATES**

Affordability Charge

A surcharge to recover the costs of offering bill payment assistance and discount programs for low-income customers.

Basic Service Charge

Fixed monthly charge for certain fixed costs (metering, billing, maintenance, etc.)

Conservation Improvement Programs

Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

Decoupling Adjustment

A credit or surcharge to residential and non-demand business customers that separates the recovery of fixed costs from sales, adjusted annually based on the average use of each of these two customer classes.

Demand Charge

Charge to commercial and industrial customers for the fixed costs of the electric capacity required to meet the peak electric loads on Xcel Energy's system. The charge, which is adjusted seasonally, applies to the highest 15 minute kW demand during the billing period.

Energy Charge

Charge per kWh of electricity usage to recover the variable costs of producing energy.

Fuel Cost Charge

Charge per kWh to recover the costs of fuel needed to run Xcel Energy's generating plants, as well as the cost of purchasing energy from other suppliers.

kWh

One kilowatt-hour (kWh) is a unit of electrical usage. One kWh equals 1,000 watts of electricity used for one hour. This is enough electricity to light a 100-watt light bulb for 10 hours.

Meter Reading Information

Smart meters track your energy use in 15-minute intervals. Your bill is based on the total kWh you used in each 15-minute interval in the billing period.

Renewable Development Fund

Minnesota law requires Xcel Energy to allocate money to support research and development of renewable energy technologies, grid modernization, and other projects that increase system efficiency.

Renewable Energy Standard

Minnesota law allows Xcel Energy to recover the costs of new renewable generation.

Resource Adjustment

This includes costs related to: Conservation Improvement Programs, Mercury Cost Recovery, Renewable Development Fund, Renewable Energy Standard, State Energy Policy, Transmission Cost Recovery.

State Energy Policy

Minnesota law allows Xcel Energy to recover costs related to various energy policies approved by the Legislature.

Transmission Cost Recovery

Minnesota law allows Xcel Energy to recover costs associated with new investments in the electric transmission systems necessary to deliver electric energy to customers.

**ABOUT YOUR NATURAL GAS RATES**

Basic Service Charge

Monthly charge for certain fixed costs (metering, billing, maintenance, etc.)

Charge per therm

Charge to recover the cost of natural gas purchases from wholesale suppliers and delivered to Xcel Energy's distribution system via pipeline. This charge is adjusted each month.

Conservation Improvement Programs

Minnesota law requires Xcel Energy to invest in programs that help customers save energy.

Distribution Charge

Charge per therm that covers only the delivery costs of natural gas to a home or business through our distribution system. It does not include the charges for the natural gas itself.

Gas Affordability Program

A surcharge to recover the costs of offering a low-income customer co-pay program designed to reduce natural gas service disconnections. Billed to all non-interruptible customers.

Gas Utility Infrastructure Costs

Minnesota law allows Xcel Energy to recover MPUC-approved costs of assessments, modifications, and replacement of natural gas facilities as required to comply with state and federal pipeline safety programs.

Heat Content Adjustment

Corrects for variances in the heating capability of natural gas, and the adjustment varies monthly. The higher the heat content, the lower the volume of natural gas needed to provide the same heating.

New Area Service/Extension Surcharge

Monthly charge for extending natural gas service to areas where the cost would otherwise have been prohibitive under Company's present rates and service extension policy.

Pressure Correction Adjustment

Adjusts for variances in the amount of natural gas measured by different types of meters due to pressure differences in the natural gas delivered to a service.

Resource Adjustment

This includes costs related to Conservation Improvement Programs, and Gas Utility Infrastructure Costs.

Therm

A therm is a unit of heating value equal to 100,000 British Thermal Units (BTUs). Since natural gas meters measure the volume of natural gas consumed in cubic feet, the Heat Content Adjustment is used to determine how much heat, in therms, is contained in the volume consumed.

**PAYMENT OPTIONS** *Learn more at [xcelenergy.com/payment](http://xcelenergy.com/payment)*

Standard Payment Options: (No fees apply)

- **My Account/eBill/Mobile App** — View/pay your bill electronically, view energy usage and access account information.
- **Auto Pay** — Automatically pay your bill directly from your bank account.
- **Pay By Phone** — Make your payment by phone from your checking or savings account by calling 800.895.4999.
- **Pay By Mail** — Return the enclosed envelope and attached bill stub with your payment. Apply proper postage.
- **Bank View and Pay** — View and pay your bills online through a third-party vendor.

Other Payment Options (Third-party fees will apply. Xcel Energy does not collect nor benefit from these fees.)

- **Credit/Debit Card Payment** — Pay with your credit or debit card electronically in My Account/eBill/Mobile App, or by calling 833.660.1365. A processing fee is charged for each credit/debit card payment.
- **Pay Stations** — Pay your bill in-person at a location near you. A processing fee is charged for payments made at a pay station.

*Learn more at [xcelenergy.com/MyAccount](http://xcelenergy.com/MyAccount)*

Date Filed: 03-15-24

By: Ryan J. Long  
President, Northern States Power Company, a Minnesota corporation

Effective Date:

Docket No. E,G002/M-24-

Order Date:

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**CUSTOMER RIGHTS**  
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**CUSTOMER RIGHTS (Continued)**

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**2.9 CUSTOMERS ABOVE 50 PERCENT OF STATE MEDIAN INCOME**

During the cold weather period, a customer whose household income is above 50 percent of state median income:

1. has the right to a payment agreement that takes into consideration the customer's financial circumstances and any other extenuating circumstances of the household; and
2. may not be disconnected and must be reconnected if the customer makes timely payments under a payment agreement accepted by the Company.

The second sentence in Section 2.7 does not apply to customers whose household income is above 50 percent of state median income.

**2.10 REPORTING**

Annually on October 15, the Company must electronically file with the Minnesota Public Utilities Commission a report, in a format specified by the Minnesota Public Utilities Commission, specifying the number of the Company's heating service customers whose service is disconnected or remains disconnected for nonpayment as of September 15 and October 1. If customers remain disconnected on October 1, the Company must file a report each week between October 15 and the end of the cold weather period specifying:

C

C

1. the number of the Company's heating service customers that are or remain disconnected from service for nonpayment; and
2. the number of the Company's heating service customers that are reconnected to service each week. The Company may discontinue weekly reporting if the number of the Company's heating service customers that are or remain disconnected reaches zero before the end of the cold weather period.

The data reported under this Section and Minn. Stat. 216B.096 are presumed to be accurate upon submission and must be made available through the Minnesota Public Utilities Commission's electronic filing system.

**2.11 NOTICE TO CITIES OF UTILITIES DISCONNECTIONS**

Upon written request from a statutory or home rule charter city and consistent with Minn. Stat. §216B.0976, the Company will provide reports of currently disconnected properties or newly disconnected properties for customers located within the city's boundaries.

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Date Filed: 03-15-24

By: Ryan J. Long

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E,G002/M-24-

Order Date:

## CERTIFICATE OF SERVICE

I, Joshua DePauw, 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 No. E,G002/M-24-\_\_\_\_**

Dated this 15th day of March 2024

/s/

---

Joshua DePauw  
Regulatory Administrator

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	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Misc Electric and Gas
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