

July 6, 2021

—Via Electronic Filing—

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

RE: SUPPLEMENTAL COMMENTS

ELECTRIC VEHICLE PROGRAMS AS PART OF COVID-19 RELIEF &

RECOVERY AND ELECTRIC VEHICLE PILOT PROGRAM DOCKET NOS. E002/M-20-745 AND E002/M-18-643

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits the enclosed Supplemental Comments to the Minnesota Public Utilities Commission in the above-referenced dockets. In our March 8, 2021 SUPPLEMENTAL COMMENTS, we include the terms and conditions to be included with the application for rebate for light-duty vehicle purchases by the consumer and committed to filing terms and conditions for applications for rebates with automobile dealerships, transit agencies, and school districts within 90 to 120 days. The three sets of terms and conditions are included in this filing as:

- Attachment A Light-Duty Vehicle
- Attachment B Transit Agency
- Attachment C School District

Please note that the light-duty vehicle terms and conditions have been updated from our March filing to include sections defining the processes for applying for the rebate by the consumer without a dealership and applying at a dealership.

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 <a href="mailto:Holly.R.Hinman@xcelenergy.com">Holly.R.Hinman@xcelenergy.com</a> or Martha

Hoschmiller at Martha.E.Hoschmiller@xcelenergy.com if you have any questions regarding this filing.

Sincerely,

/s/

HOLLY HINMAN REGULATORY MANAGER

Enclosures c: Service List

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# MN R&R Light-Duty Electric Vehicle Rebate Program Rebate Terms and Conditions *Draft*

### **Light-Duty EV Rebate Details**

Northern States Power Company ("Xcel Energy") is offering a limited time Electric Vehicle rebate ("EV Rebate") applicable to the acquisition of qualifying light-duty battery electric vehicles (BEV), Plug-in Hybrid Electric Vehicle (PHEV) and fuel cell vehicles (each an "EV"). The EV Rebate is available for both the purchase and lease of a new or used EV and are available in addition to any Federal and State of Minnesota tax credits and rebates. Xcel Energy will issue cash rebates in the form of checks, or other payment mechanisms approved by Xcel Energy. The EV Rebates are subject to all terms and limitations set forth in this application form. Additional EV Rebate application and program details, rules and requirements can be found at www.xcelenergy.com/XXXXXXX.

Xcel Energy is not responsible if your automobile dealership has provided inaccurate information about the availability, amount and/or conditions of the actual EV Rebate or EV eligibility.

#### **Qualifying Customers**

Xcel Energy EV Rebates are available to (1) residential Xcel Energy customers at the time the Qualifying EV is purchased or lease or (2) commercial electric service customer who intends to predominantly charge the EV at a valid address within Xcel Energy's Minnesota service territory; (3) nonprofit corporation electric service customer who intends to predominantly charge the EV at a valid address within our Minnesota service territory; and (4) political subdivisions within Minnesota who intend to predominantly charge the EV at a valid address taking electric service within our Minnesota service territory Xcel Energy, that purchase or lease a Qualifying EV (as defined below) in Xcel Energy's Minnesota service territory. To qualify for the EV Rebate, the applicant must register the EV with the Minnesota Department of Motor Vehicles (DMV).

### How to Apply for an EV Rebate after Purchasing or Leasing an EV:

- 1. Fill out the EV Rebate application (for each EV).
- 2. Attach a copy of the signed vehicle lease or purchase agreement and proof of temporary or permanent Minnesota vehicle registration for the Qualifying.
- 3. Make a copy of this document and all documentation submitted with the application for your records.
- 4. If you have questions please contact XXXXXX
- You can mail or email your completed application to: XXXX XXXX

Or, submit application and application documentation online xcelenergy.com/XXXXXX

# Rebate Application Minnesota

 Once completed application is submitted, EV Rebate payments are usually made in six to eight weeks after the rebate application has been approved and processed by Xcel Energy.

# How to Apply for an EV Rebate to Receive Your EV Rebate at the Time of EV Purchase or Lease:

The EV Rebate applicant may also apply for the EV Rebate prior to purchasing or leasing the applicant's EV in order to receive an EV Rebate at the time of purchase or lease of a Qualifying EV through an Xcel Energy "Gold" or "Silver" status EV dealership, or other dealership that has been approved by Xcel Energy to participate in the EV Rebate program. If you elect to obtain your EV Rebate at the time of purchase or lease, the "Gold" or "Silver" dealership will apply the EV Rebate directly to the purchase or lease price of a Qualifying EV at the time of purchase or lease. If you elect to apply for the EV Rebate through the Xcel Energy "Gold" or "Silver" status dealership, the following process will apply:

- Complete the application with the required information and sign your name in the appropriate location to indicate that you agree to assign your EV Rebate to the dealership in exchange for a reduction in the purchase or lease price of the Qualifying EV.
- 2. Provide the dealership with the completed and signed application along with proof that the applicant is an Xcel Energy customer receiving electric service in Xcel Energy's Minnesota service territory by showing a current bill.
- The Dealership will collect the completed application and proof that the applicant is an Xcel Energy customer in Xcel Energy's Minnesota Service territory, and will submit all documentation required to support the EV Rebate application.
- 4. The dealership will deduct the EV Rebate from the Manufacturer's Suggested Retail Price (MSRP) of the new Qualifying EV or the final agreed upon purchase or lease price for a pre-owned Qualifying EV at the time of purchase or lease, providing the applicant an instant rebate off the purchase or lease price of the Qualifying EV.
- The dealership will then work with an Xcel Energy approved 3<sup>rd</sup>
  party agency managing the EV Rebate program to reconcile the
  EV Rebate. The EV Rebate will be paid directly to the dealership
  in exchange for the deduction at the time of purchase.

The applicant acknowledges that by applying for the EV Rebate through the Xcel Energy "Gold" or "Silver" status dealership and assigning applicant's right to receive the EV Rebate to the dealership, the applicant is agreeing to provide the dealership the right to receive the applicant's EV Rebate from Xcel Energy in exchange for the reduction on the applicant's purchase or lease price of the Qualifying EV. In no event will the applicant have the right to receive both the EV Rebate and the reduction on the purchase or lease price of the Qualifying EV from the dealership.

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**Rebate Application** 

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and Xcel Energy's obligation to pay any EV Rebate is subject to applicant providing such additional information.

Additionally, the applicant acknowledges that by applying for the EV Rebate through the Xcel Energy "Gold" or "Silver" status dealership, the applicant acknowledges and agrees that the applicable dealership will provide Xcel Energy and/or Xcel Energy's 3<sup>rd</sup> party agency managing the EV Rebate program a copy of the applicant's EV Purchase or lease agreement, VIN number, proof of Minnesota vehicle registration and other proof of the EV purchase or lease transaction which are necessary to process the EV Rebate application.

By signing the application, the applicant certifies that all personal and/or business information, as applicable, and EV information submitted to Xcel Energy is true and correct in all respects.

#### **EV Rebate Program Rules and Requirements**

#### **Qualifying EV**

Applications for EV Rebates must be completed and signed by the applicant and received by Xcel Energy with all required information as stated in this application. Unsigned or incomplete applications will be rejected and returned. Complete applications must be submitted (if mailed, postmarked) no later than 90 days from the execution of the Qualifying EV purchase or lease agreement. Xcel Energy is not responsible for any lost, late, stolen, ineligible, illegible, misdirected or postage-due mail. it is the applicant's responsibility to ensure all paperwork is postmarked by the deadline.

For an EV to qualify for an EV Rebate (a "Qualifying EV"), the applicant must purchase or lease a new or used light duty battery electric vehicle (BEV), Plug-in Hybrid Electric (PHEV) or fuel cell vehicle meeting the following criteria:

The applicant must take electric service for the Qualifying EV under one of Xcel Energy's time-varying rate options or a future managed charging option. Please visit www.xcelenergy.com/XXXXXXX for more details on Xcel Energy rate options and charging programs.

**EV Rebate for New EVs** – To qualify for the new EV Rebate, the purchased or leased EV: (1) must not have been previously owned or leased; (2) must not have been modified from the original manufacturer's specifications; (3) must have a base manufacturer's suggested retail price (MSRP) that does not exceed \$50,000; (4) must be purchased or leased after XX/XX/2021 for use by the Rebate applicant and not for resale; (5) if leased, does not have a lease term less than two years; (6) must have an odometer reading below 7,500 miles at the time of the purchase or lease; (7) must be purchased or leased via a Minnesota purchase or lease contract, and (8) must be registered in Minnesota.

If the applicant is an Xcel Energy non-residential customer, the applicant must provide Xcel Energy with its plans to use any existing charging equipment they have or how they plan to charge their EV.

**EV Rebate for Used EVs** — To qualify for the used EV Rebate, the purchased or leased EV: (A) must not have previously received a new or used EV Rebate under this EV Rebate Program (each eligible EV can only receive one Rebate over its lifetime); (B) must be purchased or leased after XX/XX/2021 for use by the Rebate applicant and not for resale; (C) must be purchased or leased via a Minnesota purchase or lease contract, and (D) must be registered in Minnesota.

An application that is denied due to EV ineligibility will not be accepted with changed model or VIN numbers.

### **EV Rebate**

A complete copy of the executed and signed vehicle lease or purchase agreement and proof of temporary or permanent Minnesota vehicle registration for the Qualifying EV must accompany complete information on the front of this application form. The applicant agrees to (a) allow Xcel Energy to verify the vehicle identification number (VIN) and registration of the EV with the DMV and/or the EV manufacturer. All information on the purchase or lease agreement must match the information on the EV Rebate application or the application will be returned.

The following EV Rebates apply:

	EV REBATE AVAILABLE BY YEAR QUALIFYING EV IS PURCHASED OR LEASED									
	2021 2022 2023 2024 2025									
New	\$2,500	\$2,500	\$2,500	\$2,000	\$1,500					
Qualifying EV										
Used	\$1,250	\$1,250	\$1,250	\$1,000	\$750					
Qualifying EV										

Xcel Energy reserves the right to refuse payment and participation if the applicant violates the EV Rebate program rules, requirements and procedures.

Since there are only limited funds available for the EV Rebate program, EV Rebates will be issued on a first come, first served basis.

The applicant acknowledges that Xcel Energy may request additional information from the applicant to validate eligibility for the EV Rebate,

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Rebate Application
Minnesota

# MN R&R Light-Duty Electric Vehicle Rebate Program Rebate Terms and Conditions *Draft*

#### **EV Rebate Program Limitations**

EV Rebate qualifications and amounts are subject to change or cancellation anytime.

Residential Xcel Energy customers may not receive more than one rebate in a calendar year.

Eligible non-residential Xcel Energy customers can receive up to thirty EV Rebates per calendar year, with no limit on the annual number of EV Rebates that political subdivisions may claim.

The applicant is responsible for adhering to all laws, rules and regulations related to the applicant's purchase and use of the EV, and is responsible for paying all fees related to such purchase and use, including but not limited to any vehicle title and registration fee. The applicant is responsible for all tax liability imposed as a result of the EV Rebate, if any. Xcel Energy is not responsible for any taxes imposed on the applicant as a result of the EV Rebate, if any.

The applicant acknowledges that Xcel Energy, nor any of their respective employees, consultants, contractors, or agents, (a) are responsible for assuring that the EV complies with any particular laws, codes, or industry standards, or (b) have made any representations of any kind regarding (i) the results to be achieved by the EV Rebate Program or (ii) the EV, including, but not limited to, its performance, fitness for use, or safety. Xcel Energy does not endorse any particular manufacturer or EV by offering these rebates. Xcel Energy does not expressly or implicitly warrant the performance of the EV (contact your dealer or manufacturer for detailed warranties). Xcel Energy is not liable for any damage caused by the operation or malfunction of the EV; and does not guarantee that a specific level of energy, fuel or cost savings will result from the purchase and use of an EV funded under this EV Rebate program.

### Help with EV Rebate Application or for Additional Information

Customers interested in the EV Rebate or need help completing the Rebate application can email us at XXXXXX@xcelenergy.com or call us at 800.895.4999.

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# MN R & R Electric Public Transit Bus Rebate Program Rebate Terms and Conditions *Draft*

#### ELECTRIC PUBLIC TRANSIT BUS REBATE PROGRAM OVERVIEW.

Northern States Power Company ("Xcel Energy") is offering a limited time Electric Public Transit Bus Rebate Program ("Electric Public Transit Bus Rebate Program") to provide approved Transit Authorities cash rebates reimbursing Eligible Costs paid by a participating Transit Authority to acquire qualifying Public Transit Electric Buses and required Associated Charging Infrastructure Technology ("Bus Rebate"). The Bus Rebate is available in addition to any Federal and State of Minnesota tax credits and rebates.

In total, Xcel Energy anticipates awarding up to \$100 million in Bus Rebates under the Electric Public Transit Bus Rebate Program. Of the \$100 million in Bus Rebates, Xcel Energy is setting aside \$65 million in Bus Rebate funding for the Metropolitan Council which operates Metro Transit, given its status as the largest Transit Authority in Xcel Energy's service territory.

The table below provides the maximum allowable Bus Rebate, per qualifying Public Transit Electric Bus and Associated Charging Infrastructure Technology per program year, based on the year that the Public Transit Electric Bus is ordered, that is available to eligible and approved Transit Authorities:

	2021	2022	2023	2024	2025
Transit Buses	\$1,000,000	\$1,000,000	\$750,000	\$500,000	\$250,000

To receive a Bus Rebate under the Electric Public Transit Bus Rebate Program, a Transit Authority is not required to destroy or recycle an older bus currently in operation in the Transit Authority's bus fleet, however, the Transit Authority must expand operation of Electric Buses in its bus fleet.

To participate in the Electric Public Transit Bus Rebate Program, a Transit Authority meeting the eligibility requirements set forth herein must complete the application form in its entirety. Upon receipt of an application, Xcel Energy will determine, in its sole discretion, if the Transit Authority may participate in the Electric Public Transit Bus Rebate Program and, if accepted into the program, the amount of any Bus Rebate which the approved Transit Authority may receive under the Electric Public Transit Bus Rebate Program. The Electric Public Transit Bus Rebate Program, the Bus Rebates and a Transit Authority's participation in the Electric Public Transit Bus Rebate Program are subject to the program terms and conditions set forth in this Application and any additional program requirements found online at www.xcelenergy.com/xxxx ("Rebate Terms").

### APPLICATION PROCESS.

To participate in the Electric Public Transit Bus Rebate Program and to be approved to receive Bus Rebates, the Transit Authority must:

- Fill out the Electric Public Transit Bus Rebate Program application (one per applicant).
- 2. Applications must include the following information:
  - a. Name of the Transit Authority.
  - Name and contact information for the Transit Authority point of contact.

### Rebate Application Minnesota

- Brief description of the Project scope, goals and efforts that these Bus Rebates will support within the Transit Authority's electrification efforts.
- d. Brief description of the plans for use of the Electric Bus, including, if known, the anticipated routes, the estimated operation schedule and the weekly frequency of the routes for each.
- e. Submit the Transit Authority's request for proposal(s), and, if available and may be disclosed by the Transit Authority at the time of application, proposals or invoices from the Electric Bus manufacturer and provider of the Associated Charging Infrastructure Technology (if applicable). The submitted documents must provide at a minimum the minimum specifications and technical requirements for the Electric Bus(es) and Associated Charging Infrastructure Technology acquired or to be acquired and total units anticipated to be purchased.
- f. Description of the procurement method for Electric Bus and Associated Charging Infrastructure Technology (i.e., competitive bid, sole source, other).
- g. Anticipated date the Electric Bus and Associated Charging Infrastructure Technology will be ordered.
- h. The estimated schedule of payments that will be needed to secure the order and manufacture of the Electric Bus(es).
- Anticipated date the Electric Bus(es) and Associated Charging Infrastructure Technology will be delivered to the Transit Authority.
- Anticipated date the Electric Bus(es) and Associated Charging Infrastructure Technology will be operational.
- k. The estimated total cost of the Electric Bus(es) and Associated Charging Infrastructure Technology and the total amount of Bus Rebate being requested.
- Description of funding sources that will be used alongside the Bus Rebate.
- Mail, fax or email the completed application to: xxxxxx or submit application and documentation online at www.xcelenergy.com/xxxxx.
- 4. The Xcel Energy Electric Public Transit Bus Rebate Program team will review the application and inform the applying Transit Authority of Xcel Energy acceptance (or denial) into the Electric Public Transit Bus Rebate Program.
  - a. Approved applications will receive an approval letter within 45 calendar days of receipt of a complete application which will provide the date of the Transit Authority's acceptance into the Electric Public Transit Bus Rebate Program ("Acceptance Date"), the total amount of the Bus Rebate for the Transit Authority's Project and any timing considerations that such approved Bus Rebate amount is subject to. If an application contains more than one Project, then the approval letter and Acceptance Date may be provided on a Project-by-Project basis and each Project may have a discreet Acceptance Date.
  - If an application is denied for any reason, the Transit Authority will receive a letter noting its application is not approved for the Electric Public Transit Bus Program and explaining the reason for the denial.

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**Rebate Application** 

Minnesota

# MN R & R Electric Public Transit Bus Rebate Program Rebate Terms and Conditions *Draft*

# Xcel Energy may request additional documentation from the Bus Notice to Proceed with Electric Bus cons

- c. Xcel Energy may request additional documentation from the Transit Authority to confirm the accuracy of the information provided and the Transit Authority's eligibility for the Bus Rebate.
- The accepted Transit Authority will work with the assigned Xcel Energy team to confirm necessary payment schedules for the Electric Bus procurement according to Electric Public Transit Bus Rebate Program requirements.
- The accepted Transit Authority and Xcel Energy will initiate and sign
  any required funding agreements if funds will be provided to the
  Transit Authority in advance of Commercial Operation of Electric
  Buses and Associated Charging Infrastructure Technology which
  receive a Bus Rebate.

The individual signing and submitting the Application on behalf of the Transit Authority represents and certifies that: (a) such individual has the authority to submit the application on behalf of the Transit Authority and bind the Transit Authority to these Rebate Terms; (b) such individual has read and agrees to the requirements of the Electric Public Transit Bus Rebate Program and the Rebate Terms; (c) the information provided in the application is true and correct; and (d) if any of the information provided is discovered to be false, the Transit Authority agrees to pay back the Bus Rebate that is the subject of the Application.

### **BUS REBATE PROCESS.**

Upon acceptance into the Electric Public Transit Bus Rebate Program, Xcel Energy will provide the accepted Transit Authority a maximum approved Bus Rebate that will be made available to the Transit Authority based upon the Project(s) submitted. Xcel Energy will work collaboratively with the accepted Transit Authority to understand the Eligible Costs to be reimbursed through the Bus Rebate, the payment schedule for the Bus Rebates and the documentation required to be provided to Xcel Energy to support each Bus Rebate payment for the Project. Subject to the accepted Transit Authority adhering to the Rebate Terms and providing all required documentation to support the payment of the Bus Rebate, reimbursement for Eligible Costs, up to the total approved Bus Rebate amount, will be paid upon Commercial Operation of the Electric Bus, except where otherwise determined upfront funding is necessary to move forward with Electric Bus procurement. At the time required by the funding agreement, or if there is no funding agreement before payment of the Bus Rebate the accepted Transit Authority must:

- Submit a copy of the signed Electric Bus contract or contracts.
- Provide approved paid-in-full itemized invoices showing the Eligible Costs to be reimbursed through the Bus Rebate including the number of Electric Buses and Associated Charging Infrastructure Technology purchased, including quantity, make, model number and unit prices of each invoiced item.
- Provide photograph(s) of Electric Bus and Associated Charging Infrastructure Technology.
- Unless extended by mutual written agreement of the Parties
  or agreed to in a separately executed funding agreement, all
  Electric Buses which receive a Bus Rebate must be received by
  the Transit Authority, within 24 months from the date the
  Transit Authority provides the manufacturer of the Electric

Bus Notice to Proceed with Electric Bus construction (the "Notice to Proceed"). The Transit Authority shall provide Xcel Energy a copy of each Notice to Proceed. Following the Transit Authority's receipt of each Electric Bus, the Transit Authority shall promptly begin commissioning the Electric Bus for Commercial Operation. Each Electric Bus receiving a Bus Rebate shall be in Commercial Operation no later than thirty months from the date of the Transit Authority's Notice to Proceed.

If requested by the Transit Authority and approved by Xcel Energy, the schedule for payment of the Bus Rebates may be structured as upfront payments, to support the Transit Authority's initial deposit requirements for the manufacturer to begin building the Electric Bus(es), and any progress payments or final payments required for delivery with a payment of any balance (or refund of the overpayment) of the approved Bus Rebate after the date of Commercial Operation of the Electric Bus by the Transit Authority, provided:

- The Bus Rebate funding amount shall not exceed the approved Bus Rebate amount identified in Transit Authority's application approval letter.
- The Transit Authority is responsible for any amount to purchase the Electric Bus and related Associated Charging Infrastructure Technology in excess of approved Bus Rebate identified in the Transit Authority's application approval letter.
- If the advance Bus Rebate funding amount provided is more than final actual Eligible Costs paid by the Transit Authority for the eligible Electric Buses and Associated Charging Infrastructure Technology, based on the Transit Authority's paid invoice amounts, the Transit Authority will reimburse Xcel Energy for the difference.
- Unless extended by mutual written agreement of the Parties or agreed to in a separately executed funding agreement, if the Electric Bus and Associated Charging Infrastructure Technology for which an advance Bus Rebate was received is not installed or is not put into Commercial Operation within 30 months from the date the Transit Authority issues the Notice to Proceed for the Electric Bus, the Transit Authority shall return any and all upfront Bus Rebate funds received for that Electric Bus to Xcel Energy.
- For any Projects which receive upfront funding, the timing and amount of Bus Rebates to be dispersed may be laid out in a separate funding agreement for each Project.

In addition to the above requirements, the Transit Authority shall provide Xcel Energy with the following:

- Detailed accounting on a quarterly basis for any portion of the Bus Rebate received from Xcel Energy in advance of full Electric Bus Commercial Operation, including:
  - A copy of the fully executed Electric Bus procurement contract must be provided within 30 days after contract execution to receive advance Bus Rebate funding.
  - Documentation of a separate account for any Bus Rebate funds received in advance.

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**Rebate Application** 

Minnesota

# MN R & R Electric Public Transit Bus Rebate Program Rebate Terms and Conditions Draft

# Is 100% electric power train driven (diesel auxiliary heat is allowable);

- Amounts spent on associated equipment, accrued interest and account balance.
- Is purchased after the launch of the Electric Public Transit Bus
- Quarterly schedule updates on anticipated delivery, and within 14 calendar days upon receipt of any delay in delivery schedules of 30 days or more provided by the vendors.
- Rebate Program; and The Transit Authority must maintain ownership for ten years
- Confirmation of the installation and commissioning of the Associated Charging Infrastructure Technology.
- from the date of Commercial Operation. The Electric Bus must be used by the Public Transit Authority for Public Transit.

The accepted Transit Authority will be responsible for paying any administrative and financing costs associated with procuring the Electric Buses and Associated Charging Infrastructure Technology. Such costs shall not be Eligible Costs for reimbursement through the Electric Public Transit Bus Program.

#### Applicant Eligibility Requirements:

Xcel Energy will issue Bus Rebate funds within six to eight weeks of determining that the participating Transit Authority has submitted all documents required to support dispersing the Bus Rebate payment unless otherwise agreed to in a separate funding agreement. If necessary, Xcel Energy may request additional documentation from an accepted Transit Authority prior to issuing Bus Rebate funds if Xcel Energy determines that any required information is missing or incomplete. In such a case, Xcel Energy will provide the accepted Transit Authority with a reasonable amount of time to submit additional information. The Transit Authority acknowledges that Xcel Energy's obligation to pay any Bus Rebate is subject to the Transit Authority providing such additional information.

To qualify for the Electric Public Transit Bus Rebate Program, the applicant must meet and continue to meet the following requirements:

Applicant must be a Public Transit Authority.

Applicant must be an electric retail service customer and must charge the Electric Bus primarily at a valid address within the Company's electric service territory.

Except with respect to funding set aside for Metro Transit, all Public Electric Bus Program funding will be provided on a first come, first serve basis, subject to each Transit Authority meeting the eligibility criteria and submitting a complete and accurate application.

# Ongoing Program Requirements:

Upon receipt of a Bus Rebate, the participating Transit Authority must comply with the following ongoing requirements:

The Transit Authority is required to maintain ownership and

Regular Use of the Electric Bus receiving a Rebate for a

minimum of ten years from the date the Transit Authority

begins Commercial Operation for the applicable Electric Bus

- (the "Required Operational Period"). If the Transit Authority deems the Electric Bus for which a Bus Rebate was received Non-operational for 60 consecutive days, the Transit Authority must promptly notify Xcel Energy. If Transit Authority intends to transfer or discontinue ownership of such Electric Bus during the Required Operational Period,
- the Transit Authority must promptly notify Xcel Energy. The Transit Authority must provide the planned and actual mileage for each Electric Bus on an annual basis to Xcel Energy
- to confirm the Electric Bus is in Regular Use.
- If, at any time during the Required Operational Period, the Electric Bus for which a Bus Rebate was received: (i) is sold (or ownership of the Electric Bus is otherwise transferred by the

### PROGRAM AND ELIGIBILITY REQUIREMENTS: Eligible Costs:

### Bus Rebates will be available to offset the following actual costs incurred by the Transit Authority for an Xcel Energy approved Project ("Eligible Costs"):

- The actual amounts paid by the accepted Transit Authority on the purchase of an Electric Bus which meets the eligibility requirements contained in these Rebate Terms.
- The amounts paid by the selected Transit Authority on the purchase and installation of Associated Infrastructure Charging Technology.

Eligible Costs shall not include any Project management or administration costs and expenses, taxes associated with the Transit Authority's receipt of a Bus Rebate, financing costs or interest.

# Transit Authority); (ii) is determined to be Non-repairable; (iii) is not in Regular Use beginning with year three of Commercial Operations; or (iv) used for purposes other than as required by these Rebate Terms (each a "Rebate Refund Event"), the Transit Authority shall promptly return the remaining Xcel Interest applicable to such Electric Bus to Xcel Energy. Notwithstanding the foregoing, with respect to an Electric Bus which is determined to be Non-repairable, rather than returning the remaining Xcel Interest to Xcel Energy, the Transit Authority may elect to replace the Non-repairable Electric Bus ("Non-Repairable Bus") with another substantially similar new Electric Bus which meets the Electric Public Transit Bus Rebate Program requirements ("Replacement Electric Bus"), in which case the following shall apply: (a) the Transit Authority shall promptly notify Xcel Energy that the Electric Bus has been determined to be Non-repairable; (b) provide Xcel Energy information Xcel Energy reasonably requests to confirm the Replacement Electric Bus meets Electric Public Transit Bus Rebate Program requirements; (c) the

# Electric Bus Eligibility Requirements:

To be eligible for the Bus Rebate, the Electric Bus procured by the accepted Transit Authority must meet the following criteria:

- Has not been previously owned;
- Has not been modified from the original manufacturer's specifications, manufacturer configurable options are allowable;

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# MN R & R Electric Public Transit Bus Rebate Program Rebate Terms and Conditions *Draft*

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Replacement Electric Bus must be acquired in the next electric bus procurement cycle; (d) the remaining Xcel Interest on the Non-Repairable Bus, calculated at the time the Non-Repairable Bus is determined to be Non-repairable shall be applied against the Replacement Electric Bus and shall continue to be depreciated on a straight-line basis for the remainder of the Operational Period applicable to the Non-Repairable Bus beginning on the date of Commercial Operation of the Replacement Electric Bus; (e) the Replacement Electric Bus and the Transit Authority must continue to comply with the Rebate Terms; and (f) the Transit Authority will receive no additional Bus Rebate to support the procurement of the Replacement Electric Bus.

- The Transit Authority must provide Xcel Energy EV Usage and Charging Data to the Company annually during the Required Operational Period.
- During the Required Operational Period, the Transit Authority shall charge the Electric Bus on an available time-varying rate and/or managed charging option offered by the Company.
   For more information on Xcel Energy rate plans please visit www.xcelenergy.com/xxxxxx

#### **ELECTRIC PUBLIC TRANSIT BUS REBATE PROGRAM LIMITATIONS.**

The Electric Public Transit Bus Rebate Program qualifications and Rebate amounts are subject to change or cancellation anytime; provided, however, Xcel Energy will not change or cancel the Electric Public Transit Bus Rebate Program qualifications and Rebate amounts with respect to Projects which have been approved by Xcel Energy and for which the Transit Authority has executed a non-cancelable Electric Bus purchase agreement for Electric Buses that have been approved to receive a Rebate at the time of the change or cancellation.

Xcel Energy may initiate changes to the Electric Public Transit Bus Rebate Program as necessary to comply with Minnesota Public Utility Commission directives. Xcel Energy shall provide applicants with notice of any such changes.

Selected applicants must retain all financial records, supporting documents, accounting books and other evidence of Electric Public Transit Bus Rebate Program activities for ten years after receipt of the final Bus Rebate.

Xcel Energy may conduct random reviews and audits of a Transit Authority participating in the Electric Public Transit Bus Rebate Program. Xcel Energy, or its designees, may request copies of documentation from participating Transit Authorities to verify statements made on the application and payment forms. Xcel Energy, or its designees, may also conduct site visits to inspect the accepted Transit Authority's Project, to confirm documentation is on hand and that Electric Buses are still in Regular Use. The accepted Transit Authority agrees to provide reasonable access to inspect the Project. On-site inspections may be performed up to three years after the date the final Bus Rebate check is issued. If Xcel Energy finds that the application or Project does not comply with Xcel Energy rules and qualifications set forth in these Rebate Terms, any Bus Rebate amount may be adjusted, denied or

subject to return. Xcel will provide the Transit Authority with a written reason for the adjustment, denial, or return. Except in the event the Transit Authority provides false information to Xcel Energy, any refund of the Bus Rebate will be limited to the remaining Xcel Interest. Providing false information shall subject the Transit Authority to return of the entire Bus Rebate amount.

Any decisions regarding the selection, design, purchase, use and operation of any Electric Bus or Associated Infrastructure Charging Technology, or the provider of the installation services shall be at the sole discretion and are the sole responsibility of the accepted Transit Authority.

Participating Transit Authorities will comply with all applicable federal, state and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the Electric Public Transit Bus Rebate Program and/or the Transit Authority's purchase and operation of Electric Buses.

Xcel Energy may terminate, or for any duration suspend, a Transit Authority's participation in the Electric Public Transit Bus Program, with cause, at any time, with reasonable advance notice. Such reasons may include but are not limited to failure to abide by Rebate Terms or an order by the Minnesota Public Utilities Commission ("Commission") terminating the program.

Any information provided in this application or as part of the Electric Public Transit Bus Rebate Program may be used internally by Xcel Energy for purposes other than processing the application and may be made available to the Commission. All personal information will be handled in accordance with Xcel Energy's then current privacy policies.

At least 14 days before distributing any promotional information regarding the Transit Agency's participation in the Electric Public Transit Bus Rebate Program, Xcel will submit to the Transit Agency a copy of such promotional information. Within seven days after receiving the promotional information, the Transit Agency will provide Xcel any comments or requested changes in the portions of the promotional information addressing the Transit Agency's participation in the Electric Public Bus Transit Bus Rebate Program. If the Transit Authority fails to provide comments within such seven-day period, the Transit Authority shall be deemed to have no comments and Xcel Energy shall be free to distribute the promotional material.

The Transit Authority agrees to place an Xcel Energy-branded design (the "Xcel Design") on each Electric Bus which has received a Rebate under the Electric Public Transit Bus Rebate Program. The approved Xcel Design shall remain displayed on the Electric Bus for the entirety of the applicable Electric Bus's Operational Period. Xcel Energy and the Transit Authority shall use commercially reasonable efforts to collaborate on the creation of the Xcel Design. Unless otherwise agreed, the Xcel Design shall be placed on the rear of the Electric Bus and fully wrap the rear of the Electric Bus, preserving space for any legally required safety information. Neither Party shall use the other Party's name or logo for

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# MN R & R Electric Public Transit Bus Rebate Program Rebate Terms and Conditions *Draft*

promotional or advertising purposes without the prior written approval of such Party.

Xcel Energy will not be responsible for any tax liability imposed on a Transit Authority as a result of its participation in the Electric Public Transit Bus Rebate Program or as a result of the payment of Bus Rebates. The Transit Authority is responsible for all tax liability imposed as a result of the Electric Public Transit Bus Rebate, if any.

The Transit Authority acknowledges that neither Xcel Energy, nor any of their respective employees, consultants, contractors, or agents, (a) are responsible for assuring that the Electric Bus or Associated Charging Infrastructure Technology complies with any particular laws, codes, or industry standards, or (b) have made any representations of any kind regarding (i) the results to be achieved by the Electric Public Transit Bus Rebate Program or (ii) the Electric Bus including, but not limited to, its performance, fitness for use, or safety. Xcel Energy does not endorse any particular manufacturer or Electric Bus by offering these rebates. Xcel Energy does not expressly or implicitly warrant the performance of the Electric Bus or Associated Charging Infrastructure Technology. Xcel Energy is not liable for any damage caused by the operation or malfunction of the Electric Bus or Associated Charging Infrastructure Technology; and does not guarantee that a specific level of energy, fuel or cost savings will result from the purchase and use of an Electric Bus funded under this Electric Public Transit Bus Rebate Program. Xcel Energy makes no representations or warranties regarding whether the Transit Authority will or will not qualify to receive the Bus Rebate.

To the extent permitted by law, Transit Authorities participating in Electric Public Transit Bus Rebate Program agree to release and hold harmless Xcel Energy, its affiliates and their officers, directors, shareholders, employees and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out of, or in any way directly connected with this Electric Public Transit Bus Rebate Program, applicant's receipt of the Bus Rebate, failure to receive the Bus Rebate, or any taxes associated therewith.

Each Transit Authority may qualify for other Xcel Energy electric vehicle infrastructure programs for support. More information on these programs and program requirements can be found at the following link: www.xcelenergy.com/xxxxxxx

#### PROGRAM DEFINITIONS.

For purposes of the Electric Public Transit Bus Rebate Program, the following definitions apply:

- "Associated Charging Infrastructure Technology" means Electric Bus charging infrastructure and associated equipment, and may include but is not limited to the following:
  - Depot charger with associated power cabinet and dispenser(s).
  - o Low voltage switchgear and metering equipment.

# Rebate Application Minnesota

- Electrical wiring and conduit between transformer, main power distribution cabinet and charging stations.
- o Equipment pads for transformer and switchboard.
- On Route charger with associated power cabinet and dispenser(s).
- "Commercial Operation" means the Electric Bus for which a Bus Rebate has been received, is operating on revenue generating Public Transit bus routes.
- "Electric Bus" means a bus that is able to be powered solely by an
  electric motor drawing current from rechargeable storage
  batteries, fuel cells, or other portable sources of electrical current,
  and meets or exceeds applicable regulations in Code of Federal
  Regulations, title 49, part 571, and successor requirements.
  Auxiliary diesel heating systems are allowable.
- "EV Usage and Charging Data" means Electric Bus utilization and associated charging activity, including the number of Electric Buses in operation on an annual basis and number of miles driven by each Electric Bus.
- "Non-operational" means the Electric Bus is temporarily unable to meet the requirements of Commercial Operation.
- "Non-repairable" means the Electric Bus is permanently unable to meet the requirements of Commercial Operation.
- "Project" means the acquisition and placement in operation of a specific Electric Bus or Electric Buses and Associated Charging Infrastructure Technology as set forth in an application and approved by Xcel Energy.
- "Public Transit" means general or specific transportation service provided to the public on a regular and continuing basis. "Public transit" includes paratransit and regular route transit.
- "Regular Use" means, with respect to each Electric Bus for which a Bus Rebate has been received, the Electric Bus is operating on identified Public Transit bus routes and in Commercial Operation for at least 50% of the estimated annual mileage submitted to Xcel Energy for the applicable Electric Bus during each calendar year throughout the Required Operational Period. The estimated annual mileage will be updated and provided to Xcel Energy on an annual basis. The Transit Authority shall provide Xcel Energy documentation demonstrating Regular Use of each Electric Bus which has received a Bus Rebate under this Electric Public Transit Bus Rebate Program on an annual basis.
- "Transit Authority" means a local, regional or state government or other entity responsible for the provision of Public Transit and that applies and/or is accepted into the Electric Public Transit Bus Rebate Program.
- "Xcel Interest" means, with respect to each Electric Bus for which the Transit Authority has received a Bus Rebate under the Electric Public Transit Bus Program, the undepreciated balance of the Bus Rebate at the time of termination of the Transit Authority's participation in the Electric Public Transit Bus Program or the Rebate Refund Event, as applicable, which shall be calculated as the total amount of the Bus Rebate paid to the Transit Authority for the affected Electric Bus reduced to reflect a ten year straight-line depreciated value of the Bus Rebate beginning on Commercial Operation of the affected Electric Bus. In the event the Transit

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# MN R & R Electric Public Transit Bus Rebate Program Rebate Terms and Conditions *Draft*

Rebate Application Minnesota

Authority's participation in the Public Transit Electric Bus Rebate Program is terminated by Xcel Energy prior to the Commercial Operation of an Electric Bus for which the Transit Authority received a Bus Rebate, the Xcel Interest shall equal the total amount of the Bus Rebate paid to the Transit Authority for such Electric Bus.

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# MN R & R Electric School Bus Rebate Program Rebate Terms and Conditions *Draft*

### Rebate Application Minnesota

#### ELECTRIC SCHOOL BUS REBATE PROGRAM OVERVIEW.

Northern States Power Company ("Xcel Energy") is offering a limited time Electric School Bus Rebate Program (the "Program"). The Program will provide cash rebates to reimburse Eligible Costs paid by an eligible Xcel Energy customer to acquire qualifying School Buses and required Associated Charging Infrastructure Technology ("School Bus Rebate"). The School Bus Rebate is available in addition to any Federal and State of Minnesota tax credits and rebates.

In total, Xcel Energy anticipates awarding up to \$15 million in School Bus Rebates under the Program. The table below provides the maximum allowable School Bus Rebate, per qualifying Electric School Bus and Associated Charging Infrastructure Technology per Program year, that is available to eligible and approved Xcel Energy customers:

Year	2021	2022	2023	2024	2025
V2G rebate	\$325,000	\$325,000	\$325,000	\$300,000	\$275,000
Non-V2g	\$275,000	\$275,000	\$275,000	\$250,000	\$225,000
rebate					

Approved customers will receive a School Bus Rebate at the amounts listed in the above table or 75% of the customer's total Eligible Costs of the approved Project, whichever value is lower. To participate in the Program, there is no requirement to destroy or recycle an old bus in operation, however, the customer must expand its bus fleet to the Electric School Buses to receive a School Bus Rebate. School Bus Rebates set forth in the above table will be valid as of the customer Acceptance Date (as defined below).

To participate in the Program, the Xcel Energy customer meeting the eligibility requirements set forth herein must complete the application form in its entirety. Upon receipt of an application, Xcel Energy will determine, in its sole discretion, if the customer may participate in the Program and, if accepted into the Program, the amount of any School Bus Rebate which the approved customer may receive under the Program. The Program, the School Bus Rebates and a customer's participation in the Program are subject to the program terms and conditions set forth in this application and any additional program requirements found online at www.xcelenergy.com/xxxx ("Rebate Terms").

### APPLICATION PROCESS.

To participate in the Program and to be approved to receive a School Bus Rebate, the eligible Xcel Energy customer must:

- Fill out the Electric School Bus Rebate Program application (one per applicant).
- 2. Applications must include the following information:
  - a. Name of the customer.
  - Name and contact information for the customer point of contact.
  - Brief description of the Project scope, goals and efforts that these School Bus Rebates will support within the customer's electrification efforts.

- d. Submit the customer's requests for proposal(s), and if available and may be disclosed at the time of application, proposals or invoices from the School Bus manufacturer and provider of the Associated Charging Infrastructure Technology (if applicable). The submitted documents must provide at a minimum specification and technical requirements for School Bus(es) and Associated Charging Infrastructure Technology acquired or to be acquired and total units anticipated to be purchased.
- Description of how the School Bus and Associated Charging Infrastructure Technology was selected (i.e., competitive bid, sole source, other).
- f. Anticipated date the School Bus and Associated Charging Infrastructure Technology will be ordered.
- g. The schedule of payments that will be expected to be needed to secure the order and manufacture of the School Bus(es).
- Anticipated date the School Bus(es) and Associated Charging Infrastructure Technology will be delivered to the Customer.
- Anticipated date the School Bus(es) and Associated Charging Infrastructure Technology will be operational.
- The total cost of the School Bus(es) and Associated Charging Infrastructure Technology and the total amount of School Bus Rebate being requested.
- Description of funding sources for that will be used alongside the School Bus Rebate.
- 3. Mail or email the completed application to: XXXXXX or submit application and documentation online at xcelenergy.com/XXXXX.
- The Xcel Energy Program team will review the application and inform the applying customer of Xcel Energy acceptance (or denial) into the Program.
  - Approved applications will receive an approval letter which will provide the date of the customer's acceptance into the Program ("Acceptance Date") and the total amount of the School Bus Rebate available for the Project.
  - If an application is denied for any reason, the customer will receive a letter noting its application is not approved for the Program.
  - c. Xcel Energy may request additional documentation from the customer to confirm the accuracy of the information provided and the customer's eligibility for the School Bus Rebate.
- The accepted Customer will work with the assigned Xcel Energy team to ensure clarity of payment schedules and then will then proceed with the School Bus procurement according to the Program requirements.

The individual signing and submitting the Application on behalf of the customer represents and certifies that: (a) such individual has the authority to submit the application on behalf of the customer and bind the customer to these Rebate Terms; (b) such individual has read and agree to the requirements of the Program and the Rebate Terms; (c) the information provided in the application is true and correct; and (d) if any of the information provided is discovered to be false, the customer agrees to pay back any Bus Rebate.

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# MN R & R Electric School Bus Rebate Program Rebate Terms and Conditions *Draft*

## Rebate Application Minnesota

#### SCHOOL BUS REBATE PROCESS.

Upon acceptance into the Program, Xcel Energy will provide the customer a maximum approved School Bus Rebate that will be made available to the customer based upon the Project submitted and approved. Xcel Energy will work collaboratively with the customer to understand the Eligible Costs to be reimbursed through the School Bus Rebate, the payment schedule for the School Bus Rebates and the documentation required to be provided to Xcel Energy to support each School Bus Rebate payment for the Project. Subject to the customer adhering to the Rebate Terms and providing all required documentation to support the payment of the School Bus Rebate, reimbursement for Eligible Costs, up to the total approved School Bus Rebate amount, will be paid upon or after Operation of the School Bus, except where otherwise determined upfront funding is necessary to move forward with School Bus procurement. To receive payment of the School Bus Rebate the customer must:

- Submit a copy of the signed qualifying School Bus purchase agreement, fully executed purchase contracts and proof of temporary or permanent Minnesota vehicle registration for the School Bus.
- Provide approved paid-in-full itemized invoices showing the Eligible Costs to be reimbursed through the School Bus Rebate including the number of School Buses and Associated Charging Infrastructure Technology purchased, including quantity, make, model number and unit prices of each invoiced item.
- Provide photograph(s) of School Bus and Associated Charging Infrastructure Technology.

If required by the Project and approved by Xcel Energy, the schedule for payment of the School Bus Rebate may be structured as partial upfront payments, to support the customer's initial deposit requirements for the manufacturer to begin building the School Bus(es), with a payment of the balance (or refund of the overpayment) of the approved School Bus Rebate upon the date of Operation of the School Bus by the customer, provided:

- The School Bus Rebate funding amount shall not to exceed the approved School Bus Rebate amount identified in the customer's application approval letter.
- The customer is responsible for any amount to purchase the School Bus and related Associated Charging Infrastructure Technology in excess of approved School Bus Rebate identified in the customer's application approval letter.
- If the advance School Bus Rebate funding amount provided is more than final actual Eligible Costs paid by the customer for the eligible School Buses and Associated Charging Infrastructure Technology, based on the customer's paid invoice amounts, the customer will promptly reimburse Xcel Energy for the difference.
- If the School Bus and Associated Charging Infrastructure Technology for which an advance school Bus Rebate was received is not installed or is not put into Operation within two

years from the Acceptance Date, the customer shall return any and all upfront Bus Rebate funds received to Xcel Energy.

 For any Projects which receive upfront funding, the timing and amount of School Bus Rebates to be dispersed may be laid out in a separate master funding agreement for each Project.

In addition to the above requirements, to receive the approved School Bus Rebates, the customer shall provide Xcel Energy with the following:

- Detailed accounting on a quarterly basis for any portion of the School Bus Rebate received from Xcel Energy in advance of full School Bus Operation, including:
  - A copy of the fully executed School Bus procurement contract must be provided within 30 days after contract award to receive advance School Bus Rebate funding.
  - Documentation of a separate account must be set up for any School Bus Rebate funds received in advance.
  - Amounts spent on associated equipment, accrued interest and account balance.
  - The customer must provide monthly schedule updates on anticipated delivery, and immediately upon receipt of any variation in schedules provided by the vendors.
- Confirmation of the installation and commissioning of the Associated Charging Infrastructure Technology.

The customer will be responsible for paying any administrative and financing costs associated with procuring the School Buses and Associated Charging Infrastructure Technology. Such costs shall not be Eligible Costs for reimbursement through the Program.

All Projects receiving a School Bus Rebate must be in Operation within one year of the Acceptance Date, unless otherwise agreed in a separately executed funding agreement.

Xcel Energy will issue School Bus Rebate funds within six to eight weeks of determining that the participating customer has submitted all documents required to support dispersing the School Bus Rebate payment. If necessary, Xcel Energy may request additional documentation from a customer prior to issuing School Bus Rebate funds if Xcel Energy determines that any required information is missing or incomplete. In such a case, Xcel Energy will provide the customer with a reasonable amount of time to submit additional information. The customer acknowledges that Xcel Energy's obligation to pay any School Bus Rebate is subject to the customer providing such additional information.

All Program funding will be provided on a first come, first serve basis, subject to each customer meeting the eligibility criteria and submitting a complete and accurate application.

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# MN R & R Electric School Bus Rebate Program Rebate Terms and Conditions *Draft*

## Rebate Application Minnesota

#### PROGRAM AND ELIGIBILITY REQUIREMENTS:

#### **Eligible Costs:**

School Bus Rebates will be available to offset the following actual costs incurred by the customer for an Xcel Energy approved Project ("Eligible Costs"):

- the actual amounts paid by the customer on the purchase of a School Bus which meets the eligibility requirements contained in these Rebate Terms.
- The actual amounts paid by the Customer on the purchase and installation of Associated Infrastructure Charging Technology.

Eligible Costs shall not include any Project management or administration costs and expenses, taxes associated with the customer's receipt of a School Bus Rebate, financing costs or interest.

#### School Bus Eligibility Requirements:

To be eligible for the School Bus Rebate, the School Bus procured by the customer must meet the following criteria:

- Has not been previously owned,
- Has not been modified from the original manufacturer's specifications,
- Is 100% electric power train driven,
- Is purchased after the launch of the Program, and
- Must be registered in Minnesota and remain registered in Minnesota for a period of 5 years from the date of Operation.
- If customer will receive the V2G School Bus Rebate, the School Bus must have bidirectional power flow capabilities and customer must procure and install Xcel Energy approved Associated Charging Infrastructure Technology to support the V2G participation.

### **Customer Eligibility Requirements:**

To qualify for the Program, the customer must meet and continue to meet the following requirements:

- Must be a public school district, or a provider hired by such public school district to provide School Bus transportation services to the public school district.
- Must be an electric retail service customer and must intend to charge the School Bus primarily at a valid address within Xcel Energy's electric service territory.

### Ongoing Program Requirements:

Upon receipt of a School Bus Rebate, the participating customer agrees to comply with the following ongoing requirements:

- The customer must maintain ownership and Regular Use of the School Bus receiving a School Bus Rebate for a minimum of five years from the date the School Bus is first put in Operation, unless the School Bus is deemed Non-operational.
   In the event the customer deems the School Bus for which a Bus Rebate was received Non-operational or intends to discontinue ownership within such five-year period, the Customer must immediately notify Xcel Energy.
- If the Electric Bus for which a Bus Rebate was received is sold (or ownership of the Electric Bus is otherwise transferred by

the customer), is not in Regular Use, determined to be Nonoperational before the end of the aforementioned five-year period or used for purposes other than described above, the Customer may be required to return up to the full amount of the Bus Rebate to Xcel Energy. The amount required to be returned is at the discretion of Xcel Energy, and will be determined on a case-by-case basis.

- The customer must provide Xcel Energy EV Usage and Charging Data annually while the School Bus is owned by the customer.
- The customer shall charge the School Bus on an available timevarying rate and/or managed charging option offered by Xcel Energy. For more information on Xcel Energy rate plans please visit www.xcelenergy.com/XXXXXX
- If customer receives the V2G School Bus Rebate, customer must work with Xcel Energy to set School Bus charging schedules and preferences and on all infrastructure and makeready plans to ensure customer charging sites are V2G capable. Additionally, a customer that receives the V2G School Bus Rebate, must enroll in Xcel Energy's two-year demonstration pilot filed with the Minnesota Public Utility Commission as part of Xcel Energy's Load Flexibility Filing which will take place in 2022 and 2023. Customers receiving the V2G School Bus Rebate must agree to the program customer terms and conditions which can be found at: www.xcelenergy.com/XXXXXX.

#### PROGRAM TERMS AND LIMITATIONS.

The Program qualifications and rebate amounts are subject to change or cancellation anytime.

Xcel Energy may initiate changes to the Program as necessary to comply with Minnesota Public Utility Commission directives. Xcel Energy shall endeavor to provide applicants with notice of any such changes.

Selected applicants must retain all financial records, supporting documents, accounting books and other evidence of the Program activities for three years after receipt of the final Bus Rebate.

Xcel Energy may conduct random reviews and audits of a customer participating in the Program. Xcel Energy, or its designees, may request copies of documentation from participating customer to verify statements made on the application and payment forms. Xcel Energy, or its designees, may also conduct site visits to inspect the customer's approved Project, to confirm documentation is on hand and that School Buses are still owned by the participating customer and are in Regular Use. The customer agrees to provide reasonable access to inspect the Project. On-site inspections may be performed up to three years after the date the final School Bus Rebate check is issued. If Xcel Energy finds that the application or Project does not comply with Xcel Energy rules and qualifications, any School Bus Rebate amount may be adjusted, denied or subject to return.

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# MN R & R Electric School Bus Rebate Program Rebate Terms and Conditions *Draft*

Rebate Application Minnesota

Any decisions regarding the selection, design, purchase, use and operation of any School Bus or Associated Infrastructure Charging Technology, or the provider of the installation services shall be at the sole discretion and are the sole responsibility of the participating customer.

Participating customers will comply with all applicable federal, state and local statutes, rules, regulations, laws, orders and decisions that relate to or govern its participation in the Program and/or the customer's purchase and operation of the School Buses.

Xcel Energy may terminate, or for any duration suspend, a customer's participation in the Program, with or without cause, at any time, and for any reason, with reasonable advance notice. Such reasons may include but are not limited to failure to abide by Rebate Terms or any other reason(s) not in the best interests of the Program or Xcel Energy's ratepayers.

Any information provided in this application or as part of the Program may be used internally by Xcel Energy for purposes other than processing the application and may be made available to the Minnesota Public Utility Commission. All personal information will be handled in accordance with Xcel Energy's then current privacy policies.

Xcel Energy will not be responsible for any tax liability imposed on a customer as a result of its participation in the Program or as a result of the payment of School Bus Rebates. The customer is responsible for all tax liability imposed as a result of the School Bus Rebate, if any.

The customer acknowledges that Xcel Energy, nor any of their respective employees, consultants, contractors, or agents, (a) are responsible for assuring that the School Bus or Associated Charging Infrastructure Technology complies with any particular laws, codes, or industry standards, or (b) have made any representations of any kind regarding (i) the results to be achieved by the Program or (ii) the School Bus including, but not limited to, its performance, fitness for use, or safety. Xcel Energy does not endorse any particular manufacturer or School Bus by offering these rebates. Xcel Energy does not expressly or implicitly warrant the performance of the School Bus or Associated Charging Infrastructure Technology. Xcel Energy is not liable for any damage caused by the operation or malfunction of the School Bus or Associated Charging Infrastructure Technology; and does not guarantee that a specific level of energy, fuel or cost savings will result from the purchase and use of a School Bus funded under this Program. Xcel Energy makes no representations or warranties regarding whether the customer will or will not qualify to receive the School Bus Rebate.

Customers participating in the Program agree to release and hold harmless Xcel Energy, its affiliates and their officers, directors, shareholders, employees and contractors from and against any and all causes of action, damages, losses, claims, expenses, demands, costs (including attorneys' fees and expenses and all court, arbitration or other dispute resolution costs), or any of them, resulting from, arising out of, or in any way directly connected with this Program, customer's receipt of the School Bus Rebate, failure to receive the School Bus Rebate, or any taxes associated therewith.

Each customer may qualify for other Xcel Energy electric vehicle infrastructure programs for support. More information on these programs and program requirements can be found at the following link: www.xcelenergy.com/XXXXXXX

### PROGRAM DEFINITIONS.

For purposes of the Program, the following definitions apply:

- "Associated Charging Infrastructure Technology" means Electric Bus charging infrastructure and associated equipment which is certified by one of the following options: Underwriters Laboratories (UL), UL 2594 Standards for Electric Vehicle Supply Equipment; IEC (International Electrotechnical Commission) 61851-23, IEC 62196, and IEC 61000 EMC standards (these charging stations must be certified (listed and labeled) with ETL; or an equivalent nationally recognized testing laboratory certification, with supporting evidence of such certification provided to Xcel Energy.
- "School Bus" mean a Class 4-8 (GVWR 14,001 pounds or higher) bus sold or introduced into interstate commerce for purposes of carrying students to and from school or related events. May be Type A-D.
- "EV Usage and Charging Data" means Electric Bus utilization and associated charging activity, including the number of Electric Buses in operation on a monthly basis, number of miles driven by each Electric Bus and in-service hours for each Electric Bus.
- "Nonoperational" is defined as the Electric Bus no longer being in Regular Use or not able to meet the requirements of Operation.
- "Operation" means the School Bus for which a School Bus Rebate has been received, is operating on one or more bus routes to support the transportation needs of a public school district.
- "Project" means the acquisition and placement in operation of a specific qualifying School Bus or School Buses and Associated Charging Infrastructure Technology as set forth in an application and approved by Xcel Energy.
- "Regular Use" is defined as operating on an identified School Bus route and in operation at least 50% of the scheduled routes time during each calendar year.

# **CERTIFICATE OF SERVICE**

- I, Crystal Syvertsen, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.
  - <u>xx</u> by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota
  - xx electronic filing

Docket Nos. E002/M-18-643 E002/M-20-745

Dated this 6th day of July 2021

/s/

Crystal Syvertsen Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	OFF_SL_18-643_Official 18-643
Thomas	Ashley	tom@greenlots.com	Greenlots	N/A	Electronic Service	No	OFF_SL_18-643_Official 18-643
Kevin	Auerbacher	kauerbacher@tesla.com	Tesla, Inc.	1050 K Street NW, Suite 101 Washington, DC 20001	Electronic Service	No	OFF_SL_18-643_Official 18-643
Anjali	Bains	bains@fresh-energy.org	Fresh Energy	408 Saint Peter Ste 220 Saint Paul, MN 55102	Electronic Service	No	OFF_SL_18-643_Official 18-643
Max	Baumhefner	MBAUMHEFNER@NRDC. ORG	Natural Resources Defense Council	111 Sutter St 21st FI San Francisco, CA 94104	Electronic Service	No	OFF_SL_18-643_Official 18-643
Jessica L	Bayles	Jessica.Bayles@stoel.com	Stoel Rives LLP	1150 18th St NW Ste 325  Washington, DC 20036	Electronic Service	No	OFF_SL_18-643_Official 18-643
Carolyn	Berninger	cberninger@mncenter.org	Minnesota Center for Environmental Advocacy	26 E Exchange St Ste 206  Saint Paul, MN 55101	Electronic Service	No	OFF_SL_18-643_Official 18-643
James J.	Bertrand	james.bertrand@stinson.co m	STINSON LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_18-643_Official 18-643
James	Canaday	james.canaday@ag.state. mn.us	Office of the Attorney General-RUD	Suite 1400 445 Minnesota St. St. Paul, MN 55101	Electronic Service	No	OFF_SL_18-643_Official 18-643
Ray	Choquette	rchoquette@agp.com	Ag Processing Inc.	12700 West Dodge Road PO Box 2047 Omaha, NE 68103-2047	Electronic Service	No	OFF_SL_18-643_Official 18-643
John	Coffman	john@johncoffman.net	AARP	871 Tuxedo Blvd. St, Louis, MO 63119-2044	Electronic Service	No	OFF_SL_18-643_Official 18-643

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Joshua	Cohen	josh.cohen@semaconnect. com	SemaConnect	4961 Tesla Drive  Bowie, MD 20715	Electronic Service	No	OFF_SL_18-643_Official 18-643
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.st ate.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_18-643_Official 18-643
Riley	Conlin	riley.conlin@stoel.com	Stoel Rives LLP	33 S. 6th Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_18-643_Official 18-643
Brooke	Cooper	bcooper@allete.com	Minnesota Power	30 W Superior St  Duluth, MN 558022191	Electronic Service	No	OFF_SL_18-643_Official 18-643
Heidi	Corcoran	Heidi.Corcoran@CO.DAKO TA.MN.US	Dakota County	N/A	Electronic Service	No	OFF_SL_18-643_Official 18-643
George	Crocker	gwillc@nawo.org	North American Water Office	PO Box 174  Lake Elmo, MN 55042	Electronic Service	No	OFF_SL_18-643_Official 18-643
James C.	Erickson	jericksonkbc@gmail.com	Kelly Bay Consulting	17 Quechee St Superior, WI 54880-4421	Electronic Service	No	OFF_SL_18-643_Official 18-643
John	Farrell	jfarrell@ilsr.org	Institute for Local Self-Reliance	2720 E. 22nd St Institute for Local Self- Reliance Minneapolis, MN 55406	Electronic Service	No	OFF_SL_18-643_Official 18-643
Sharon	Ferguson	sharon.ferguson@state.mn .us	Department of Commerce	85 7th Place E Ste 280  Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_18-643_Official 18-643
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Joe	Halso	joe.halso@sierraclub.org	Sierra Club	1536 Wynkoop St Ste 200  Denver, CO 80202	Electronic Service	No	OFF_SL_18-643_Official 18-643
Matthew B	Harris	matt.b.harris@xcelenergy.c om	XCEL ENERGY	401 Nicollet Mall FL 8  Minneapolis, MN 55401	Electronic Service	No	OFF_SL_18-643_Official 18-643
Kim	Havey	kim.havey@minneapolismn .gov	City of Minneapolis	350 South 5th Street, Suite 315M Minneapolis, MN 55415	Electronic Service	No	OFF_SL_18-643_Official 18-643
Adam	Heinen	aheinen@dakotaelectric.co m	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	OFF_SL_18-643_Official 18-643
Shane	Henriksen	shane.henriksen@enbridge .com	Enbridge Energy Company, Inc.	1409 Hammond Ave FL 2 Superior, WI 54880	Electronic Service	No	OFF_SL_18-643_Official 18-643
Michael	Норре	lu23@ibew23.org	Local Union 23, I.B.E.W.	445 Etna Street Ste. 61 St. Paul, MN 55106	Electronic Service	No	OFF_SL_18-643_Official 18-643
Samantha	Houston	shouston@ucsusa.org	Union of Concerned Scientists	1825 K St. NW Ste 800 Washington, DC 20006	Electronic Service	No	OFF_SL_18-643_Official 18-643
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2950 Yellowtail Ave.  Marathon, FL 33050	Electronic Service	No	OFF_SL_18-643_Official 18-643
Richard	Johnson	Rick.Johnson@lawmoss.co m	Moss & Barnett	150 S. 5th Street Suite 1200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_18-643_Official 18-643

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Philip	Jones	phil@philjonesconsulting.c om	Alliance for Transportation Electrification	1402 3rd Ave Ste 1315  Seattle, WA 98101	Electronic Service	No	OFF_SL_18-643_Official 18-643
Brendan	Jordan	bjordan@gpisd.org	Great Plains Institute & Bioeconomy Coalition of MN	2801 21st Ave S Ste 220  Minneapolis, MN 55407	Electronic Service	No	OFF_SL_18-643_Official 18-643
Mark J.	Kaufman	mkaufman @ibewlocal949.o	IBEW Local Union 949	12908 Nicollet Avenue South  Burnsville, MN 55337	Electronic Service	No	OFF_SL_18-643_Official 18-643
Chris	King	chris_king@siemens.com	Siemens	4000 E. Third Ave Suite 400 Foster City, California 94404	Electronic Service	No	OFF_SL_18-643_Official 18-643
Thomas	Koehler	TGK@IBEW160.org	Local Union #160, IBEW	2909 Anthony Ln  St Anthony Village, MN 55418-3238	Electronic Service	No	OFF_SL_18-643_Official 18-643
Frank	Kohlasch	frank.kohlasch@state.mn.u s	MN Pollution Control Agency	520 Lafayette Rd N. St. Paul, MN 55155	Electronic Service	No	OFF_SL_18-643_Official 18-643
Michael	Krikava	mkrikava@taftlaw.com	Taft Stettinius & Hollister LLP	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	OFF_SL_18-643_Official 18-643
James D.	Larson	james.larson@avantenergy .com	Avant Energy Services	220 S 6th St Ste 1300  Minneapolis, MN 55402	Electronic Service	No	OFF_SL_18-643_Official 18-643
Peder	Larson	plarson@larkinhoffman.co m	Larkin Hoffman Daly & Lindgren, Ltd.	8300 Norman Center Drive Suite 1000 Bloomington, MN 55437	Electronic Service	No	OFF_SL_18-643_Official 18-643

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Annie	Levenson Falk	annielf@cubminnesota.org	Citizens Utility Board of Minnesota	332 Minnesota Street, Suite W1360 St. Paul, MN 55101	Electronic Service	No	OFF_SL_18-643_Official 18-643
Ryan	Long	ryan.j.long@xcelenergy.co m	Xcel Energy	414 Nicollet Mall 401 8th Floor Minneapolis, MN 55401	Electronic Service	No	OFF_SL_18-643_Official 18-643
Susan	Ludwig	sludwig@mnpower.com	Minnesota Power	30 West Superior Street  Duluth, MN 55802	Electronic Service	No	OFF_SL_18-643_Official 18-643
Kavita	Maini	kmaini@wi.rr.com	KM Energy Consulting, LLC	961 N Lost Woods Rd Oconomowoc, WI 53066	Electronic Service	No	OFF_SL_18-643_Official 18-643
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E  St. Paul, MN 55106	Electronic Service	No	OFF_SL_18-643_Official 18-643
Joseph	Meyer	joseph.meyer@ag.state.mn .us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St Paul, MN 55101-2131	Electronic Service	No	OFF_SL_18-643_Official 18-643
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David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St  Duluth, MN 558022093	Electronic Service	No	OFF_SL_18-643_Official 18-643
Andrew	Moratzka	andrew.moratzka@stoel.co m	Stoel Rives LLP	33 South Sixth St Ste 4200  Minneapolis, MN 55402	Electronic Service	No	OFF_SL_18-643_Official 18-643

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Michael	Noble	noble@fresh-energy.org	Fresh Energy	408 Saint Peter St Ste 350 Saint Paul, MN 55102	Electronic Service	No	OFF_SL_18-643_Official 18-643
Debra	Opatz	dopatz@otpco.com	Otter Tail Power Company	215 South Cascade Street  Fergus Falls, MN 56537	Electronic Service	No	OFF_SL_18-643_Official 18-643
Carol A.	Overland	overland@legalectric.org	Legalectric - Overland Law Office	1110 West Avenue  Red Wing,  MN  55066	Electronic Service	No	OFF_SL_18-643_Official 18-643
Jennifer	Peterson	jjpeterson@mnpower.com	Minnesota Power	30 West Superior Street  Duluth, MN 55802	Electronic Service	No	OFF_SL_18-643_Official 18-643
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David G.	Prazak	dprazak@otpco.com	Otter Tail Power Company	P.O. Box 496 215 South Cascade S Fergus Falls, MN 565380496	Electronic Service treet	No	OFF_SL_18-643_Official 18-643
Generic Notice	Residential Utilities Division	residential.utilities@ag.stat e.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_18-643_Official 18-643
Kevin	Reuther	kreuther@mncenter.org	MN Center for Environmental Advocacy	26 E Exchange St, Ste 206  St. Paul, MN 551011667	Electronic Service	No	OFF_SL_18-643_Official 18-643
Alice	RobertsDavis	admin.info@state.mn.us	Department of Administration	15 Sherburne Avenue St. Paul, MN 55155	Electronic Service	No	OFF_SL_18-643_Official 18-643

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Patrick	Zomer		Moss & Barnett a Professional Association	150 S. 5th Street, #1200 Minneapolis, MN 55402	Electronic Service		OFF_SL_18-643_Official 18-643

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Carolyn	Berninger	cberninger@mncenter.org	Minnesota Center for Environmental Advocacy	26 E Exchange St Ste 206  Saint Paul, MN 55101	Electronic Service	No	OFF_SL_20-745_Official
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Generic Notice	Commerce Attorneys	commerce.attorneys@ag.st ate.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_20-745_Official
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Brendan	Jordan	bjordan@gpisd.org	Great Plains Institute & Bioeconomy Coalition of MN	2801 21st Ave S Ste 220  Minneapolis, MN 55407	Electronic Service	No	OFF_SL_20-745_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Frank	Kohlasch	frank.kohlasch@state.mn.u s	MN Pollution Control Agency	520 Lafayette Rd N. St. Paul, MN 55155	Electronic Service	No	OFF_SL_20-745_Official
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James D.	Larson	james.larson@avantenergy .com	Avant Energy Services	220 S 6th St Ste 1300  Minneapolis, MN 55402	Electronic Service	No	OFF_SL_20-745_Official
Peder	Larson	plarson@larkinhoffman.co m	Larkin Hoffman Daly & Lindgren, Ltd.	8300 Norman Center Drive Suite 1000 Bloomington, MN 55437	Electronic Service	No	OFF_SL_20-745_Official
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