

ELECTRIC SERVICE AGREEMENT

Section No. 8
1st Revised Sheet No. 7
Canceling Original Sheet No. 7



ELECTRIC SERVICE AGREEMENT

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

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

- KIND OF SERVICE:** Xcel Energy agrees to supply and Customer agrees to accept electric service in the form of _____ Phase, _____ Wire, Alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of _____, for customer's use solely for the operation of electric equipment now installed by Customer on the property known as _____ located at _____
- CAPACITY COMMITMENT:** Xcel Energy agrees to provide and keep available throughout the term of this Agreement for Customer's use at the above location _____ kilovolt-amperes of capacity. Xcel Energy also agrees to provide additional capacity to an aggregate of _____ kilovolt-amperes upon reasonable notice from Customer specifying the additional amount of capacity and the date same will be required. Reasonable notice shall be construed as meaning ample time in which Xcel Energy can provide such additional capacity in its system as may be necessary.
- SERVICE INSTALLATION:** Customer may be responsible at its cost to provide certain capabilities or conditions prior to Xcel Energy's installation of service, as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the State Regulatory Commission in the state where service is provided.
- CHARGES:** All charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the State Regulatory Commission in the state where service is provided.
- TERM:** This Agreement shall commence at 12:01 A.M. on _____, and shall continue for a period ending at 12:01 A.M. on _____, and, if not then terminated by at least six months prior written notice by either party, shall continue further until so terminated; provided, that in the event Xcel Energy continues to supply electric service to Customer at this location subsequent to the termination of this Agreement, the demands billed Customer during the eleven months preceding such termination shall be used in applying the rate during the first eleven months of such continued supply of electric service. This Agreement may not be reinstated for the same service within 12 months of the termination date unless the monthly demand minimums, subsequent to the termination date, have been satisfied.
- RATES:** All rates applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the State Regulatory Commission in the state where service is provided.
- PAYMENT OF BILLS:** All bills are for services supplied by Xcel Energy in the preceding billing period and are payable at Xcel Energy's office on or before the Date Due stated on Xcel Energy's bills to Customer. All bills will be issued to Customer at the location identified in Section 1 above, unless the Customer has given Xcel Energy written notice of a different address for billing purposes.

(Continued on Sheet No. 8-8)

Date Filed: 11-29-18 By: Christopher B. Clark Effective Date: 01-22-19
President, Northern States Power Company, a Minnesota corporation
Docket No. EL18-052 Order Date: 01-22-19

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ELECTRIC SERVICE AGREEMENT (Continued)

Section No. 8
1st Revised Sheet No. 8
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8. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the State Regulatory Commission in the state where the services are provided. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. This Agreement is also subject to Section(s) appearing under the heading "Additional Terms and Conditions" on the reverse side of or attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Xcel Energy.

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

XCEL ENERGY REPRESENTATIVE

Print Full Name: _____
Signature: _____
Title: _____
Date: _____

CUSTOMER

Print Full Name: _____
Signature: _____
Title: _____
Date: _____

Form 17-6840

(Continued on Sheet No. 8-9)

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Docket No.	EL18-052		Order Date:	01-22-19

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ADDITIONAL TERMS AND CONDITIONS FOR ELECTRIC SERVICE AGREEMENT

1. CANCELLATION OF PRIOR AGREEMENT: This Agreement supersedes the agreement dated _____, between Xcel Energy and Customer for the supply of electric service at _____ except that Customer billing demands during the last eleven months thereunder shall be used in applying the rate during the first eleven months of this Agreement, and except as to unpaid bills.
2. CANCELLATION OF PRIOR AGREEMENT: This Agreement supersedes the Agreement dated _____, between Xcel Energy and _____ to whose interest Customer has succeeded for the supply of electric service at _____ except that billing demands billed _____ during the last eleven months thereunder shall be used in applying the rate during the first eleven months of this Agreement, and except as to unpaid bills owed by _____.
3. REFUND: Xcel Energy agrees that if at any time prior to the expiration of _____ () years, commencing on the effective date of this Agreement, Customer has paid \$ _____ to Xcel Energy for electric service supplied under this Agreement, Xcel Energy will refund to Customer, without interest, the amount of \$ _____ paid as a charge for making electric service available.
4. CANCELLATION OF MONTHLY FACILITIES CHARGE: In consideration of Xcel Energy installation of additional facilities, _____ agrees to pay to Xcel Energy installation plus removal costs minus salvage value of the removed facilities in the event the Customer leaves the service location or does not desire the additional facilities, at any time within ten years from date of this Agreement.
5. FACILITIES CHARGE: In consideration of Xcel Energy's installation of additional facilities to provide _____ (Basic Section Insert) _____, a service not normally available, _____ agrees to pay to Xcel Energy the sum of \$ _____ per month in addition to and with each monthly billing during the term hereof.

Basic Section Inserts

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

Form 17-8248

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**ELECTRIC SERVICE AGREEMENT FOR
PEAK CONTROLLED SERVICE**

Section No. 8
1st Revised Sheet No. 10
Canceling Original Sheet No. 10

Premise No. _____

**Electric Service Agreement
Peak-Controlled**

THIS AGREEMENT, Made this _____ day of _____ by and between NORTHERN STATES POWER COMPANY, a Minnesota Corporation doing business as Xcel Energy, hereinafter called the "Company," and _____ hereinafter called the "Customer," engaged in the business of _____.

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

1. **KIND OF SERVICE:** Company agrees to supply and Customer agrees to accept electric service in the form of _____ Phase, _____ Wire, Alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of _____, for Customer's use solely for the operation of electric equipment now installed or to be installed by Customer on the property known as _____ located at _____.
2. **ANNUAL MINIMUM DEMAND CHARGE:** In consideration of the capacity commitment by Company and its investment in facilities to serve Customer, Customer agrees that if the net demand charge payments during any contract year hereunder, in accordance with the RATE below, amount to less than a minimum charge of _____ per year, the difference between such minimum charge and said net demand charge payment shall be included in the bill for the last month of said year and Customer agrees to pay same as a charge for service rendered.
3. **TERM:** This Agreement shall commence at 12:01 A.M. on _____ and shall continue for a period ending at 12:01 A.M. _____ and if not then terminated by at least six months prior written notice by either party, shall continue further until so terminated.
4. **RATE:** Customer agrees to qualify for and elect the rate schedule for _____. Customer agrees to pay Company's established rate schedule in effect from time to time in this locality for such Service, the established rate schedule now in effect being the one attached hereto.
Rate Code: _____.
5. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Company.
6. **MINIMUM AVERAGE MONTHLY DEMAND CHARGE DIFFERENTIAL:** Company agrees that during the term of this agreement, the minimum average monthly demand charge differential between firm and controllable demand will be _____ based on an equal weighting of each month of the year.
7. **MAXIMUM HOURS OF INTERRUPTION:** Company agrees that the total intentional interruptions of controlled demand will not exceed _____ hours per calendar year.
8. **CONTROL PERIOD NOTICE:** Company will endeavor to give Customer one hour notice of commencement of control period.
9. **EXPECTED MAXIMUM DEMANDS:** For the term of this agreement, customer's expected maximum annual demand is _____ kW. The expected maximum annual demand less the predetermined demand level is the expected maximum controlled demand. The customer's expected maximum summer season demand is _____ kW.
10. **PREDETERMINED DEMAND LEVEL (FDL):** The FDL may be revised subject to approval by Company. Customer may elect either the standard or optional arrangement as specified below:

Standard: Customer agrees to limit adjusted demand to _____ kW during control periods.

(Continued on Sheet No. 8-11)

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

Section No. 8
1st Revised Sheet No. 11
Canceling Original Sheet No. 11

Optional: Customer agrees to reduce adjusted demand by ___ kW during control periods. Customer's FDL will be the monthly adjusted demand less the agreed to load reduction. The FDL in months without a control period will not be less than the greatest FDL of all months with a control period during the preceding eleven months.

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

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

Customer will pay a cancellation charge after the twelve month trial period, if Customer terminates this agreement or this agreement is terminated as a result of any default of Customer. The cancellation charge will be the difference between the billing amounts described above, for the most recent 18 months of Peak-Controlled Service or Peak-Controlled Time of Day Service. Customer will not receive a refund for any additional charges which were assessed during this 18 month period due to customer failure to control load.

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

12. CONTROL SYSTEM: Customer agrees to control loads to the limits contained in this agreement and upon notice from the Company to reduce load to levels predetermined by this agreement.

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

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

NORTHERN STATES POWER COMPANY

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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President, Northern States Power Company, a Minnesota corporation
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ELECTRIC SERVICE AGREEMENT FOR
ENERGY CONTROLLED SERVICE

Section No. 8
1st Revised Sheet No. 12
Canceling Original Sheet No. 12

Premise No. _____

Electric Service Agreement
Energy-Controlled

THIS AGREEMENT, Made this _____ day of _____ by and between NORTHERN STATES POWER COMPANY, a Minnesota Corporation, hereinafter called the "Company," and _____, hereinafter called the "Customer," engaged in the business of _____

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

- KIND OF SERVICE:** Company agrees to supply and Customer agrees to accept electric service in the form of _____ Phase, _____ Wire, Alternating Current at a nominal frequency of 60 Hertz and at a nominal voltage of _____, for Customer's use solely for the operation of electric equipment now installed or to be installed by Customer on the property known as _____ located at _____.
- ANNUAL MINIMUM DEMAND CHARGE:** In consideration of the capacity commitment by Company and its investment in facilities to serve Customer, Customer agrees that if the net demand charge payments during any contract year as hereunder, in accordance with the RATE below, amount to less than a minimum charge of _____ per year, the difference between such minimum charge and said net demand charge payment shall be included in the bill for the last month of said year and Customer agrees to pay same as a charge for service rendered.
- TERM:** This Agreement shall commence at 12:01 A.M. on _____ and shall continue for a period ending at 12:01 A.M. _____ and if not then terminated by at least six months prior written notice by either party, shall continue further until so terminated.
- RATE:** Customer agrees to qualify for and elects the rate schedule for _____. Customer agrees to pay Company's established rate schedule in effect from time to time in this locality for such Service, the established rate schedule now in effect being the one attached hereto. Rate Code: _____.
- TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company. This agreement is also subject to Section(s) _____ appearing under the heading "Additional Terms and Conditions" which are attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Company.
- MINIMUM AVERAGE MONTHLY DEMAND CHARGE DIFFERENTIAL:** Company agrees that during the term of this agreement, the minimum average monthly demand charge differential between firm and controllable demand will be \$_____ based upon an equal weighting of each month of the year.
- MAXIMUM HOURS OF INTERRUPTION:** Company agrees that the total intentional interruptions of controlled demand will not exceed _____ hours per calendar year.
- CONTROL PERIOD NOTICE:** Company will endeavor to give Customer one hour notice of commencement of control period.
- EXPECTED MAXIMUM DEMANDS:** For the term of this agreement, customer's expected maximum annual demand is _____ kW. The expected maximum annual demand less the predetermined demand level is the expected maximum controlled demand. The customer's expected maximum summer season demand is _____ kW.
- PREDETERMINED DEMAND LEVEL (FDL):** The FDL may be revised subject to approval by Company.

For the term of this Agreement, Customer agrees to limit adjusted demand to _____ kW during each of periods.

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

(Continued on Sheet No. 8-13)

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

SOUTH DAKOTA ELECTRIC RATE BOOK - SDPUC NO. 2

**ELECTRIC SERVICE AGREEMENT FOR ENERGY
CONTROLLED SERVICE (Continued)**

Section No. 8
4th Revised Sheet No. 13
Canceling 3rd Revised Sheet No. 13

11. TRIAL PERIOD AND CANCELLATION CHARGE: The first twelve months of this agreement will be a trial period. Customer must notify Company in writing to terminate this agreement during the trial period. If Customer terminates this agreement during the trial period, Customer's Energy-Controlled Service bill will be recalculated using the firm rate (General Time of Day Service). Customer will be charged the difference between the recalculated amount and the amount charged under the Energy-Controlled rate. Also, Customer will receive a refund for any additional charge which were assessed during the trial period due to customer failure to control load. A trial period for Energy-Controlled Service will not be available to any customer that has previously received this service.

Customer will pay a cancellation charge after the twelve month trial period, if Customer terminates this agreement or this agreement is terminated as a result of any default of Customer. The cancellation charge will be the difference between the billing amount described above, for the most recent 18 months of Energy-Controlled Service. Customer will not receive a refund for any additional charge which were assessed during this 18 month period due to customer failure to control load.

Additionally, if at any time this agreement is terminated in any above-described manner, Customer will be charged all installation and removal costs for special equipment and facilities provided by Company for Energy-Controlled Service.

12. CONTROL SYSTEM: Customer agrees to control loads to the limits contained in this agreement and upon notice from the Company to reduce load to levels predetermined by this agreement.

13. FAILURE TO CONTROL: In any month customer fails to interrupt load when requested by Company, except as provided for under Emergency Service described in the rate schedule, the additional demand charge specified in the Terms and Conditions of Service for Energy-Controlled Service as well as the Emergency Service energy charge per kWh shall be applied to customer's maximum adjusted demand and energy used during the interrupt period. If customer incurs three such failures to interrupt load when requested by Company, the Company reserves the right to remove customer from Energy-Controlled Service. In a case where customer is removed from Energy-Controlled Service, customer will be subject to a cancellation charge specified in customer's Electric Service Agreement.

NORTHERN STATES POWER COMPANY

CUSTOMER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

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CUSTOMER DEPOSIT SLIP

Section No. 8
4th Revised Sheet No. 14
Canceling 3rd Revised Sheet No. 14

DP004 - 004ResDepositPaid

PTJ Type: LO (On Demand-Pick)
Letter Code: DP004
PTJ Class: CRED

Deposit: \$xx
Interest Rate: xx%
Date Paid: xxx/xx/xx

Dear Customer:

Thank you for providing a payment for the security deposit on your account. It will earn interest and be repaid once you close your account and settle your final bill, or after you have established good credit with us.

Your state's utility commission determines the interest rate your deposit earns.

This deposit is not a payment for your energy use and does not reduce your account balance. If your service is disconnected at any point, however, the security deposit may be applied against the amount you owe.

Please note the following:

- Your deposit may be refunded, plus interest, if a minimum of 12 months of consecutive prompt payments are made on the account depending on your state regulations.

To discuss the deposit please contact us at 800.895.4399 so that we may assist you with your account.

Sincerely,

Xcel Energy
Residential Credit and Collections

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(Continued on Sheet No. 8-15)

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LANDLORD-NEW OCCUPANT APPLICATION

Section No. 8
4th Revised Sheet No. 15
Canceling 3rd Revised Sheet No. 15

Service Request Application

CO | MI | MN | ND | NM | SD | TX | WI



**Residential Service
Application for new occupants**

Welcome to Xcel Energy. We look forward to serving your energy needs. Please fill out the application below and return it to us immediately for the processing of your information. If applicable, any service fees and/or discounts will appear on your first statement.

In order to protect your identity and be compliant with federal Trade Commission Rules, we will be asking you for your Social Security number, driver's license number or in state issued ID. This information is used by Xcel Energy generally for identification purposes, such as to verify your identity when setting up an account or to verify your identity when later discussing information with you related to your account.

Date to start billing at your new address _____
Owner or property manager name _____ Phone _____

Customer Information

Primary customer

First name _____ Middle initial _____ Last name _____
Social security number _____ or Driver's license or state ID number _____
Home phone _____ Cell phone _____
Email _____

Secondary customer

First name _____ Middle initial _____ Last name _____
Social security number _____ or Driver's license or state ID number _____
Home phone _____ Cell phone _____
Email _____

Service information

Previous address _____ City _____ State _____ ZIP _____
Do we need to end billing at previous address? Yes No If yes, what date is this effective? _____
New service address _____ Apartment or unit number _____
City _____ State _____ ZIP _____
Mailing address if different _____ City _____ State _____ ZIP _____

Regarding deposits

In Colorado, Texas and New Mexico our customers may be required to pay a deposit. We will hold the deposit until you have made twelve months consecutive on-time payments or if the account is closed. You have the option for us to run a credit check to see if the deposit can be waived. If you would like to run a credit check you must initial here, sign below and provide your Social Security number in the space provided above. Initial _____

Signatures

Tenant signature _____ Date _____
Owner/property manager signature _____ Date _____

Please note: We will require a tenant's signature if they are requesting we run a credit check. We will process requests effective the date we are notified, or up to 45 days in the future. It is the responsibility of the customer to contact Xcel Energy in a timely manner, to begin or end service in their name. This policy helps us process your requests more accurately and efficiently.

Xcel Energy Residential Service: 800.895.4999 | Residential Service Fax: 800.895.2895

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OVERHEAD SERVICE FORM

Section No. 8
 Original Sheet No. 16



OVERHEAD SERVICE FORM

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

Credit Approval: _____

Receipt of the above amounts hereby acknowledged on behalf of Xcel Energy by _____

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

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

Dated this _____ day of _____
 Customer: Print Full Name _____
 Signature _____
 Xcel Energy Rep: Print Full Name _____
 Signature _____

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

Xcel Energy Representative _____ Xcel Energy Work Order _____
 Construction \$ _____ Removal \$ _____ Total \$ _____
 Form 17-2758

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UNDERGROUND SERVICE FORM

Section No. 8
 Original Sheet No. 17



UNDERGROUND SERVICE FORM

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

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

1. The Customer hereby grants Xcel Energy the right, privilege and easement to install, operate and maintain its underground facilities on the property as described above and/or the approximate location as shown on the attached "Exhibit A".
2. The Customer also agrees that, prior to Xcel Energy starting work, Customer shall ensure that (a) the route of Xcel Energy's underground installation shall be accessible to Xcel Energy's equipment; (b) all obstructions shall be removed from such route at no cost or expense to Xcel Energy; (c) all privately-owned underground facilities such as sewer, water, sprinkler systems, invisible fences, or gas, electric or communication lines are marked or exposed; (d) ground elevation along the route shall not be above or more than four (4) inches below the finished grade; and (e) the area under the transformer pad shall be compacted to at least 2000 lbs./sq. ft.
3. _____ agrees to pay all additional costs incurred by Xcel Energy because of (a) surface or subsurface conditions that impede the installation of underground facilities, such as rock formations, etc., and (b) sidewalks, curbing, brickwork, paving, sod or other landscaping and obstructions along the cable route. Xcel Energy will backfill trench with existing soil. Restoration of construction area on Customer property is the responsibility of the Customer.
4. Xcel Energy is not responsible for any Customer-owned underground facilities not marked or exposed at the time service is installed.
5. The underground installation may be subject to a winter construction charge if construction occurs between October 1 and April 15. _____ agrees to pay this charge if Xcel Energy determines winter conditions, as defined in the General Rules and Regulations of Xcel Energy's Electric Rate Book as they exist at the time the underground facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Customer is ready to accept electrical service, has executed this form and has notified Xcel Energy in writing that the requirements of Paragraph 2 hereof have been fulfilled.
6. The underground facilities installed by Xcel Energy, shall be the property of Xcel Energy and any payments made by the Customer, or their Customer's contractor, shall not entitle the Customer to any ownership interest or rights therein.
7. The Customer agrees to pay the cost of installing or relocating any portion of said underground facilities from the Company's designated location, if relocation is made to accommodate the customer's needs, or necessary because of Customer alterations to the grade, additions to structures, installation of patios, decks or gardens or any other surface or subsurface condition that makes maintenance of Xcel Energy's facilities impractical.
8. Customer must provide, at minimum, the following of clearance around the transformer: front, 10 feet; sides and back, 2 feet. EXCEPTION: side facing building must have 30" clearance. These clearances must be at the same grade as the transformers. If something is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. The area must be accessible 24 hours a day.

(Continued on Sheet No. 8-18)

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UNDERGROUND SERVICE FORM (Continued)

Section No. 8
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\$ _____ Excess U.G. Distribution Lateral (Primary Cable)	\$ _____ Winter Construction Charge (See Paragraph 5)
\$ _____ Excess U.G. Service Lateral	\$ _____ Specific Service Location or Route
\$ _____ U.G. Service Lateral (Secondary Service From Utility Pole)	\$ _____ Replace Overhead Line with Underground
\$ _____ U.R.D. Install Including UG Service Lateral	\$ _____ Temporary Service KVA
\$ _____ U.G. Distribution Lateral (Primary Cable)	\$ _____ Other (Explain)
Trench Ft. _____	\$ _____ TOTAL _____

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

Applicable Not Applicable

Dated this _____ day of _____ Dated this _____ day of _____

Customer _____ Contractor _____
 Print Full Name Signature Print Full Name Signature

Customer Rep _____ Contractor Rep _____
 Print Full Name Signature Print Full Name Signature

Xcel Energy Rep _____ Xcel Energy Work Order # _____
 Print Full Name Signature

Construction \$ _____ Removal \$ _____ Total \$ _____

Form 17-2759

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 President, Northern States Power Company, a Minnesota corporation
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**UNDERGROUND GAS AND/OR ELECTRIC DISTRIBUTION
 AGREEMENT FOR RESIDENTIAL, COMMERCIAL AND/OR
 MIXED USE DEVELOPMENTS**

Section No. 8
 Original Sheet No. 19



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

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

WHEREAS, Developer has requested Xcel Energy:

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

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

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

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

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

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

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

2.2 For this project the amount of Contribution in Aid of Construction (CIAC) collected in advance of construction by Xcel Energy is \$ _____ and according to the tariff a refundable payment of \$ _____ and/or a non-refundable payment of \$ _____.

3.0 PAYMENT OF BILLS. All bills for System and Service supplied by Xcel Energy in the preceding billing period are payable at Xcel Energy's office on or before the due date stated on Xcel Energy's bills to Developer. Any unpaid balance over \$10.00 is subject to a late payment charge pursuant to the applicable tariff(s). Any payment for CIAC described above (if applicable) is due in advance of installation of service.

4.0 TERMS AND CONDITIONS. The System and Service hereunder shall be supplied for a residential and/or commercial customer's use (as applicable) as provided in the General Rules and Regulations, and/or in the Rate Schedules of Xcel Energy's Electric or Gas Rate Book as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

(Continued on Sheet No. 8-20)

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

Section No. 8
Original Sheet No. 20



- 4.1 Developer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the Development Property. Developer warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement and to perform fully its obligations hereunder.
- 4.2 Developer grants Xcel Energy the exclusive right to distribute the Service elected under this Agreement to all residential, commercial and industrial building structures within the Development Property. If another entity distributes electric and Service elected under this Agreement to any building structure within the Development Property, then the Developer may be required to reimburse Xcel Energy for Xcel Energy's costs in the design and installation of the System in order to provide the Service. If another entity distributes natural gas-related Service elected under this Agreement to any building structure within the Development Property, then the Developer will be required to reimburse Xcel Energy for Xcel Energy's costs in the design, material and installation of the System in order to provide the service. Xcel Energy will determine the costs eligible for reimbursement in accordance with Minnesota Statutes, Minnesota Public Utilities Commission Rules, and its prevailing tariff provisions for the specific utility service.
- 4.5 Prior to the installation of said System, Developer shall, at no cost or expense to Xcel Energy, grant such easement rights as Xcel Energy may require for the installation, operation, and maintenance of said System, will provide permanent access to said System and grants Xcel Energy the right to install, operate and maintain said System on the Development Property.
- 4.6 Xcel Energy shall endeavor to coordinate the installation of the System with the activities of the Developer in the area to be served; provided, however, Xcel Energy shall not be required to install said System in segments smaller or larger than considered economically feasible by Xcel Energy. Xcel Energy shall not be responsible for any damages resulting from delay in completing the installation of the System contemplated herein, whether such delay is due to casualty, labor dispute, weather or similar or dissimilar causes beyond the reasonable control of Xcel Energy.
- 4.7 Developer agrees that, prior to Xcel Energy starting work on any segment of the System, Developer shall establish grades in the utility easement and System route which shall not be above or more than four (4) inches below the finished grade. In addition: (1) Developer will ensure the route of the System shall be accessible to Xcel Energy's equipment; (2) all obstructions shall be removed from such route by Developer at no cost or expense to Xcel Energy; (3) Xcel Energy agrees to contact the state utility locating service to locate third party utility facilities (phone, cable, etc) on Development Property, however, Xcel Energy is not responsible for any damage to Developer-owned underground facilities not exposed or located at the time System and Service is installed; (4) Developer shall place marker stakes at all lot corners; and (5) Developer agrees to contact Xcel Energy prior to road base construction and install conduit crossings to locations on Development Property designated by Xcel Energy. Improperly installed conduits may result in additional charges to Developer.
- 4.8 Developer agrees to pay all installation costs in excess of normal installation costs incurred by Xcel Energy because of: (1) delays caused by Developer; (2) surface or subsurface conditions that impair the installation of underground facilities, such as rock formations, etc; (3) paving of sidewalks, streets, alleys, curbing, blacktop, paving, sod or other landscaping and obstructions along the Service route, prior to the installation of said System; or (4) specific routes or preferred locations of underground System facilities made to accommodate the needs of Developer. Xcel Energy will backfill trench with existing soil. If additional backfill material is needed, e.g. sand, etc., Developer will incur additional charges. Compaction along Service route and restoration of the construction area on Development Property is solely the responsibility of Developer.

(Continued on Sheet No. 8-21)

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

Section No. 8
Original Sheet No. 21



- 4.9 The installation of the underground System may be subject to a winter construction charge if it is installed between October 1st and April 15th. Developer agrees to pay this charge in advance of construction if Xcel Energy determines winter conditions exist when the System facilities are installed. Xcel Energy will waive the winter construction charge if prior to October 1st the Developer is ready to accept Service, executes this form, and notifies Xcel Energy in writing that the requirements of the Agreement have been fulfilled.
- 4.10 The System facilities installed by Xcel Energy shall be the property of Xcel Energy, and any payments made by the Developer, its contractors, or customers shall not entitle Developer, its contractor, or customers to any ownership interest or rights therein.
- 4.11 Developer agrees to maintain a minimum of 18-inch cover over all Xcel Energy natural gas Service laterals and 24-inch (at final grade) cover over natural gas main System facilities after installation. Developer agrees to maintain a minimum of 30-inch cover over electric primary cable and minimum of 24-inch cover over secondary cable (Service laterals).
- 4.12 Developer agrees to pay the cost of relocating any portion of said System facilities where the relocation was made to accommodate the needs of Developer or required because of subsequent alterations to any property within the Development Property.
- 4.13 For natural gas System and Service, Developer agrees to maintain sufficient space and support as designed by Xcel Energy for installation of Xcel Energy metering equipment. In addition, Developer agrees that this space shall be located a minimum of three (3) feet from electrical equipment, windows, downspouts, or air intakes as specified in the national fuel gas code, Section 2.7.2.
- 4.14 For electric System and Service, Developer agrees to provide the following minimum clearance around the transformer: front, 10 feet; sides and back, 2 feet; with the following exception: side facing building must have 30' clearance. These clearances must be at the same grade as the transformers. If screening is to be used, the area in front of the transformer must be left open or a hinged door, easily operable by one person, must be provided. This area must be accessible 24 hours a day. Xcel Energy will not be responsible for costs to repair obstruction if minimum clearance is not present.
- 4.15 Developer agrees to begin using service within 90 days after Xcel Energy completes System and Service installation. If Developer fails to use any of said Service, Xcel Energy may charge Developer: (i) the reasonable cost of installing the System, less any customer contribution made; or (ii) the Monthly Minimum Charge plus any applicable surcharges or taxes.
- 4.16 If Xcel Energy is unable to secure upon reasonable terms and conditions from the appropriate governmental unit, the permits, licenses, or authority necessary for the installation and operation of the System, this Agreement shall be void and neither Party hereto shall have rights, duties or privileges hereunder.
- 4.17 If Developer modifies the scope of work after this Agreement is executed, the Developer is responsible for all costs associated with the agreed-upon modification.
- 5.0 **ABANDONMENT; ASSIGNMENT.** Developer agrees that if Developer or Xcel Energy terminates Service, Xcel Energy has the right to abandon its System facilities in place. Developer will not assign this Agreement except upon written consent of Xcel Energy, which shall not be unreasonably withheld.

(Continued on Sheet No. 8-22)

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

Section No. 8
Original Sheet No. 22



- 6.0 ENTIRE AGREEMENT.** This Agreement, together with all documents referenced herein or attached hereto, constitutes the entire agreement between the Parties relating to the transaction described herein and supersedes any and all prior oral or written understandings. No addition to or modification of any provision hereof shall be binding unless (a) provided for in writing and signed by both Parties or (b) as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric or Gas Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.
- 7.0 GOVERNING LAW.** This Agreement shall be interpreted and governed by the laws of the state in which the Development Property is located.
- 8.0 ADDITIONAL TERMS.** Additional terms, if any, are included in Attachment A, which is incorporated herein by reference.

Developer	Northern States Power Company, a Minnesota ("Xcel Energy")
_____ (NAME)	_____
_____ (COMPANY)	_____
_____ (ADDRESS)	_____
_____ (CITY, STATE, ZIP CODE)	_____
SIGNATURE: _____ PRINT FULL NAME: _____ DATE: _____	SIGNATURE: _____ PRINT FULL NAME: _____ DATE: _____

Form 17-1906

N
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RESIDENTIAL UNDERGROUND SERVICE CONTRACT

Section No. 8
Original Sheet No. 23



MINNESOTA, NORTH DAKOTA & SOUTH DAKOTA
RESIDENTIAL UNDERGROUND SERVICE CONTRACT

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

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

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

(Continued on Sheet No. 8-24)

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www.xcelenergy.com/sdcustomerforms

**RESIDENTIAL UNDERGROUND SERVICE CONTRACT
(Continued)**

Section No. 8
1st Revised Sheet No. 24
Cancelling Original Sheet No. 24



7. **Underground Residential Service Rate; Xcel Energy's Tariff.** I agree to pay applicable monthly rates related to underground residential service as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the state regulatory commission in the state where service is provided.

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

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

Print Full Name _____ Date _____
Customer Signature _____
Xcel Energy Rep _____
Print Full Name _____ Signature _____

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

Xcel Energy Work Order # _____ Rate Code _____

DN
DN

STATEMENT OF WORK REQUESTED

Section No. 8
Original Sheet No. 25



STATEMENT OF WORK REQUESTED

DATE: _____, 20____
WORK REQUESTED BY: _____
WORK LOCATION: _____
ADDRESS: _____

CONSISTING OF:

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

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

in accordance with the following terms:

Receipt of the above amount hereby acknowledged on behalf of the Company by _____

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

Print Full Name and Title _____ Print Full Name and Title (if applicable) _____

Signature _____ Signature _____

FOR XCEL ENERGY USE
Xcel Energy Representative _____ Xcel Energy Work Order # _____

Construction \$ _____ Removal \$ _____ Total \$ _____

Form 17-7912

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