



414 Nicollet Mall
Minneapolis, MN 55401

July 16, 2025

—Via Electronic Filing—

Mike Bull
Acting Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

RE: PETITION
LARGE GENERAL TIME OF DAY SERVICE AND LARGE PEAK CONTROLLED
TIME OF SERVICE TARIFFS
DOCKET NO. E002/M-25-____

Dear Mr. Bull:

Northern States Power Company, doing business as Xcel Energy (Company), submits to the Minnesota Public Utilities Commission this Petition for approval of its proposed tariffs for Large General Time of Day Service customers and Large Peak Controlled Time of Day Service customers. The Company submits this Petition in compliance with the Commission's April 21, 2025 Order in Docket Nos. E002/RP-24-67 and E002/CN-23-212 which approved a Settlement Agreement between parties relating to the Company's 2024-2040 Integrated Resource Plan (IRP) and its Petition to acquire 800 megawatts (MW) of firm dispatchable resources.

Attached to this cover letter, we provide the required information as specified in Minn. R. 7829.1300 and Minn. R. 7829.0700, including to whom information requests should be directed.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service lists.

Please contact Nathan Kostiuk at nathan.c.kostiuk@xcelenergy.com or contact me at holly.r.hinman@xcelenergy.com if you have any questions regarding this filing.

Sincerely,

/s/

HOLLY HINMAN
DIRECTOR, REGULATORY AND STRATEGIC ANALYSIS

Enclosures
cc: Service Lists

REQUIRED INFORMATION

I. SUMMARY OF FILING

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

II. SERVICE ON OTHER PARTIES

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

III. GENERAL FILING INFORMATION

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

A. Name, Address, and Telephone Number of Utility

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

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

Xcel Energy
Ian Dobson
Lead Assistant General Counsel
MN1180-08-MCA
414 Nicollet Mall
Minneapolis, MN 55401
612-370-3578

C. Date of Filing and Proposed Effective Date of Rates

The date of this filing is July 16, 2025. The Company proposes the proposed new and modified tariffs be effective upon issuance of the Commission Order.

REQUIRED INFORMATION

D. Statute Controlling Schedule for Processing the Filing

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

Commission Rules define this filing as a "miscellaneous filing" under Minn. R. 7829.0100, subp. 11 since no determination of Xcel Energy's overall revenue requirement is necessary. Minn. R. 7829.1400, subp. 1 and 4 permit comments in response to a miscellaneous filing to be filed within 30 days and reply comments to be filed no later than 10 days thereafter.

E. Utility Employee Responsible for Filing

Xcel Energy
Holly Hinman
Director, Regulatory and Strategic Analysis
MN1180-07-MCA
414 Nicollet Mall
Minneapolis, MN 55401
612-330-5941

IV. MISCELLANEOUS INFORMATION

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

Xcel Energy
Ian Dobson
Lead Assistant General Counsel
MN1180-08-MCA
414 Nicollet Mall
Minneapolis, MN 55401
Ian.M.Dobson@xcelenergy.com

Xcel Energy
Christine Schwartz
Regulatory Administrator
MN1180-07-MCA
414 Nicollet Mall
Minneapolis, MN 55401
regulatory.records@xcelenergy.com

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

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Hwikwon Ham	Commissioner
Audrey C. Partridge	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF A LARGE GENERAL
TIME OF DAY SERVICE TARIFF AND
LARGE PEAK CONTROLLED TIME OF
DAY SERVICE TARIFF

DOCKET NO. E002/M-25-____

PETITION

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy (Company), submits to the Minnesota Public Utilities Commission this Petition for approval of its proposed tariffs for Large General Time of Day Service and Large Peak Controlled Time of Day Service customers, including data centers. The Company submits this Petition in compliance with Order Point No. 32 of the Commission's April 21, 2025 Order which approved a Settlement Agreement between parties relating to the Company's 2024-2040 Integrated Resource Plan (IRP) and its Petition to acquire 800 megawatts (MW) of firm dispatchable resources (April 2025 Order).¹

The Company's proposal for new sub-classes and tariffs for Large General Time of Day Service and Large Peak Controlled Time of Day Service² customers is consistent with the Company's and the Commission's vision to attract, equitably integrate, and serve new large load customers.

As the Commission is aware, data center development has been rapidly expanding across the country due to the growing demands of artificial intelligence, cloud

¹ *In the Matter of Xcel Energy's 2024-2024 Upper Midwest Integrated Resource Plan*, Docket No. E002/RP-24-67, and *In the Matter of Xcel Energy's Competitive Resource Acquisition Process for up to 800 Megawatts of Firm Dispatchable Generation*, Docket No. E002/CN-23-212, ORDER APPROVING SETTLEMENT AGREEMENT WITH MODIFICATIONS (April 21, 2025).

² For simplicity and readability, references below to Large General Time of Day Service is meant to also include Large Peak Controlled Time of Day Service unless context indicates otherwise.

computing, and data storage services. To address these needs, technology companies such as Microsoft, Amazon Web Services, and Google are in the process of significantly increasing their data center infrastructure. Microsoft, for instance, recently announced plans for an \$80 billion investment in new data centers in 2025.³

There is strong competition to secure new data center customers. Their high load factor supports grid stability and their contribution to revenue can help offset existing system fixed costs for all customers. They bring tax revenue to the state and local governments. The scale of data center and other Large General Time of Day Service customer investment also contributes to economic development, bringing substantial infrastructure investment and creating jobs in construction, information technology, and maintenance.

Data center customers choose locations based on a combination of several factors.⁴ Of critical importance is the availability of low-cost, reliable power. Locations with cooler climates are also attractive due to their lower cooling needs and reduced energy costs. Additionally, some localities offer financial incentives and tax breaks to attract data center investment. Proximity to fiber-optic networks and internet exchange points contribute to low-latency connections for high-speed data transmission.⁵ Local land and real estate costs can also influence site selection,⁶ as can security considerations, access to a skilled workforce to support operations, and clean energy options.

The Company, the Commission, and stakeholders are positioning Minnesota for readiness in this rapidly changing landscape by developing a framework that attracts new large load and protects other customers from costs caused by the addition of these new large customers to the system. The Company's approach achieves an effective balance of these objectives through carefully designed elements including customer pricing, contract term length, risk mitigation, security provisions, and provisions relating to early termination.

³ See Walker J., New Data Center Developments: January 2025, January 8, 2025, <https://www.datacenterknowledge.com/data-center-construction/new-data-center-developments-january-2025>.

⁴ See State Corporation Commission of Virginia, Docket No. PUR-2025-00058, Application of Virginia Electric and Power Company, filed Mar. 31, 2025, Vol. 2., Witness Direct Testimony of Steven W. Wishart, at 4.

⁵ See Transect, 10 Key Factors to Consider When Siting a Data Center, Sept. 19, 2024, <https://www.transect.com/blog/10-key-factors-to-consider-when-siting-a-data-center>.

⁶ See Technology Management Corporation, Why Companies Choose Specific Locations for Building Data Centers, Jul. 17, 2024, <https://www.tmc-l.com/post/why-companies-choose-specific-locations-for-building-data-centers>.

As we describe and support in further detail below, the Company proposes to serve Large General Time of Day Service customers as a new sub-class of the Demand class. The proposal includes a tariff that sets forth the key terms of service for Large General Time of Day Service customers. The Company also proposes a Form Electric Service Agreement (ESA) that details the specific terms and conditions governing service to the customer. The tariff requires an incremental cost test determination at the time the ESA is executed. The methodology the Company will use to calculate costs and benefits associated with new Large General Time of Day Service customers is described further in Section VI.C below. Generation resource costs may be increasing, and if costs are higher than benefits, the ESA will include a mechanism developed specifically for an eligible customer to bridge the gap through additional revenues. As Large General Time of Day Service customers are identified, we will bring forward ESAs and their accompanying Interconnection Agreements (IAs) for Commission review and approval.

In addition, we propose a Large Peak Controlled Time of Day Service tariff and revisions to the Tier 1 Energy Controlled Service rider to provide interruptible rate options which are open to data center and other Large General Time of Day Service customer participation.

We believe that our approach delivers on the objectives required by the April 2025 Order, provides an offering that is attractive to Large General Time of Day Service customers, and protects the interests of non-Large General Time of Day Service customers. This approach also satisfies the requirements in the recent Minnesota legislation regarding large customer tariff costs and customer protections against the potential for stranded asset costs.⁷

In developing its proposal, the Company reviewed other large load customer tariffs developed by peer utilities across the country. A number of different approaches are being taken, and the proposed terms of service vary widely. The Company also drew upon its experience working directly with current and potential Large General Time of Day Service customers, including technology firms with planned data centers. The Company's proposal reflects the learnings from these experiences and informational resources.

⁷ Minn. Stat. § 216B.02, Subd. 11, as amended.

I. DESCRIPTION AND PURPOSE OF THE FILING

The Company proposes a Large General Time of Day Service tariff, per direction by the Commission and in compliance with the April 2025 Order. We describe key components of the proposed tariff and include a Retail Customer Form ESA. We also propose a Large Peak Controlled Time of Day Service tariff and revisions to the Tier 1 Energy Controlled Service rider to provide interruptible rate options for Large General Time of Day Service customers. Finally, we propose revisions to the Conservation and Improvement Program (CIP) Adjustment rider, consistent with recent Minnesota legislation addressing data center participation in CIP programs.⁸

The Company seeks Commission approval of the following:

- Large General Time of Day Service tariff,
- Large Peak Controlled Time of Day Service tariff,
- Rules for the Application of Peak Controlled Services tariff revisions,
- Tier 1 Energy Controlled Service rider tariff revisions,
- CIP Adjustment rider tariff revisions,
- Administrative revisions to the Company's Tariff Book, and
- Retail Customer Form ESA.

II. STRUCTURE OF THE FILING

The balance of the Company's Petition is organized as follows:

- Section III: Background
- Section IV: Large General Time of Day Service Customer Overview
- Section V: Large General Time of Day Service Tariff Key Terms
- Section VI: Compliance with Order Point 32

The Petition is supported by the following attachments:

- Attachment A: Large General Time of Day Service Tariff
- Attachment B: Large Peak Controlled Time of Day Service Tariff
- Attachment C: Revisions to the Rules for Application of Peak Controlled Services Tariff
- Attachment D: Revisions to the Tier 1 Energy Controlled Service Rider Tariff
- Attachment E: Revisions to the CIP Adjustment Rider Tariff

⁸ See Minn. Stat. § 216B.241, Subd. 1a, as amended.

- Attachment F: Administrative Revisions to the Company's Tariff Book
- Attachment G: Retail Customer Form ESA
- Attachment H: Retail Customer Form IA
- Attachment I: Large General Time of Day Service Rate Design -Energy and Demand Charges
- Attachment J: Large General Time of Day Service Rate Design – Customer Charge

III. BACKGROUND

A. Commission Order Point 32

On February 1, 2024, the Company filed its 2024-2040 Integrated Resource Plan (IRP) in which it forecasted significantly higher load than in its 2019 IRP.⁹ In its 2019 IRP, the Company reported that it expected peak customer demand and sales to increase by less than one percent annually.¹⁰ By contrast, in its 2024-2040 IRP, the Company expected net peak demand to grow at 1.8 percent per year and net energy sales to grow at more than 2.0 percent per year.¹¹ One of the primary reasons for the increase was anticipation of growing data center loads.¹²

During the hearing on, and in its Order approving, the settlement agreement reached in the Company's 2024-2040 IRP¹³ and its competitive procurement process for firm dispatchable resources,¹⁴ the Commission discussed considerations about data center-driven load growth, specifically the potential for data center costs to be borne by non-data center customers and the risks of stranded assets and load that fails to materialize. To address these considerations, the Commission's April 2025 Order specified Order Point 32 below.

Order Point 32:

By July 16, 2025, Xcel must make a filing in a new docket with a proposal for development of a new rate class or sub-class and tariff for super-large customers. In the proposal, Xcel must describe how it will ensure continued achievement of affordability, reliability, and clean energy goals and standards. Specifically, the proposal must detail what combination of existing and

⁹ April 2025 Order at 6.

¹⁰ *Id.*

¹¹ *Id.*

¹² *In the Matter of Xcel Energy's 2024-2040 Upper Midwest Resource Plan*, Docket No. E002/RP-24-67, Resource Plan Chapter 1 at Page 7 (February 1, 2024). The other primary reason was accelerating adoption of electric vehicles. *Id.* Additional factors included increased space and water-heating electrification. *Id.*

¹³ Docket No. E002/RP-24-67.

¹⁴ Docket No. E002/CN-23-212.

new renewable or thermal energy resources, transmission (both high voltage alternating current and high voltage direct current), demand flexibility from super-large customers, demand response, and energy efficiency resources Xcel will use to serve the super-large class or sub-class. Xcel must also discuss how existing and future electric service agreements will be incorporated into a future rate case.

The initial proposed tariff must include the following nonexclusive factors:

- *Ensure that all incremental costs attributable to super-large customers are assigned to the super-large class or sub-class.*
- *Provide electricity to the super-large class or sub-class that achieves each benchmark of the state's electricity standards under Minn. Stat. § 216B.1691.*
- *Include provisions to ensure that super-large customers financially commit to purchasing a certain level of electricity to protect non-super-large customers from the risk of stranded costs.*
- *Include provisions to ensure that all super-large customer-related incremental costs will be recovered over the life of the service agreement.*
- *Include provisions to ensure that, if the super-large customer ceases operations for any reason, all remaining financial commitments will still be paid.*

Xcel must consult with the Department and consider filing a voluntary carbon-free electricity procurement program that enables more customers to achieve annual CFE goals and increase hourly matching CFE levels.

In response to the requirement for a super large customer tariff, the Company has proposed a “Large General Time of Day Service” tariff,¹⁵ as described more fully below.

B. Recent Minnesota Legislation

On June 14, 2025, Governor Walz signed into law legislation aimed at encouraging data center investments in Minnesota through changes to current tax law. Under the new law, qualified data centers are now eligible for 35 years of state sales tax exemptions on construction materials, software, and equipment. The revised law defines a “data center” as a facility designed to have a load of 100 megawatts or more and whose primary purpose is the storage, management, and processing of digital data

¹⁵ Provided in Attachment A. Attachment F contains administrative revisions to the Company's tariff book to account for this new tariff and the new Large Peak Controlled Time of Day Service tariff (which is provided in Attachment B).

via the interconnection and operation of information technology and network telecommunications equipment.¹⁶

The new law requires the Commission to consider how best to achieve outcomes for proposed tariffs for very large customers (such as data centers) regarding cost assignment, achievement of the state's electricity standards, and other customer protections against the potential for stranded asset costs. It also exempts qualified large-scale data centers from paying into a utility's environmental conservation plan.

1. *Required Outcomes for Very Large Customer Tariffs*

The new law sets forth required outcomes for tariffs for very large customers, which the Commission must consider how best to achieve. Specifically:

Tariff or energy supply agreement. The commission may approve, modify or reject a tariff or electric service agreement proposed between a public utility and a very large customer establishing the terms and conditions under which the utility will provide electric service to the customer. As it evaluates a tariff or agreement under this section, the commission must consider how best to achieve the following required outcomes:

(1) all costs attributable to the utility's very large customers not exempt under subdivision 3 are assigned to the very large customer class or subclass determined by the commission under paragraph (a);

(2) the electricity to be provided by the utility to a very large customer achieves each quantitative benchmark of the state's electricity standards under section 216B.1691, as demonstrated by a plan submitted by the utility to serve the additional load without recourse to requesting a delay or modification of these standards;

(3) the tariff or agreement contains protections necessary to ensure that other customers of the public utility are not placed at risk for paying stranded costs associated with the utility serving the very large customer; and

(4) any other outcome deemed important by the commission to ensure the tariff or agreement is in the public interest.¹⁷

¹⁶ Minn. Stat. § 216B.02, Subd. 11, as amended.

¹⁷ Minn. Stat. § 216B.1622, Subd. 2., as amended.

2. *Exemption from Energy Conservation and Optimization Plans*

The new law exempts qualified large-scale data centers¹⁸ from contributing to a utility's energy conservation plan by paying a fee to a state program which uses those funds to support energy conservation and weatherization for low-income customers anywhere in Minnesota.¹⁹ The Company proposes revisions to its CIP Adjustment rider to account for these changes in Attachment E.

The Company's energy conservation efforts are overseen by the Minnesota Department of Commerce under the Energy Conservation and Optimization (ECO) program.²⁰ Because data centers are exempt from contributing to the Company's ECO program by the new legislation, the Company is prohibited from allowing data centers to take part in its ECO programs,²¹ which includes certain options for reducing peak demand.²²

However, in addition to the Large General Time of Day Service customer tariff, the Company is also proposing a Large Peak Controlled Time of Day Service tariff²³ and revisions to the Tier 1 Energy Controlled Service rider tariff²⁴ to provide interruptible rate options which are open to data center participation. Customers who elect to take part in the interruptible rate options agree to reduce their electricity usage during periods of peak demand or high energy prices, upon the Company's request (typically during hot summer days). In exchange, the customer pays rates that are discounted from firm service to reflect the cost savings associated with the customer's willingness to reduce consumption during these peak periods.

The Company submits this Petition both in response to Order Point 32 and also the intervening recent Minnesota legislation.

¹⁸ Per the new Minnesota legislation, "'Qualified large-scale data center' has the meaning given in section 297A.68, subdivision 42, paragraph (f)." Minn. Stat. § 216B.02, as amended.

¹⁹ Minn. Stat. § 216B.241, Subd. 2a(c), as amended.

²⁰ <https://mn.gov/commerce/energy/conserving-energy/eco/>, accessed on June 22, 2025.

²¹ Minn. Stat. § 216B.241, Subd. 1a(e), as amended.

²² E.g., Peak Partner Rewards and Peak Day Partners. Under Peak Partner Rewards, customers can receive credits on electric bills for agreeing to reduce electric usage during periods of peak energy demand, such as hot summer days. The more load the customer agrees to control, the more it will save on its bill. Under Peak Day Partners, participants are notified the day before an anticipated peak electricity load to determine if they can reduce their electricity use during a specified time period and to establish a purchase price for their energy. Participants have the option to accept, decline, or commit to a different amount of load reduction. Participants will then receive a bill credit or a separate payment for their energy based on the amount of load reduced and the agreed upon price.

²³ Provided in Attachment B. Revisions to the Rules for Application of Peak Controlled Services tariff is provided in Attachment C.

²⁴ Provided in Attachment D.

IV. LARGE GENERAL TIME OF DAY SERVICE CUSTOMER OVERVIEW

The Company's proposed tariff will serve Large General Time of Day Service customers that meet the eligibility demand threshold (which, as discussed further below, has been set at 100 MW). Although open to all industries, the customers expressing interest to the Company to take this level of service have been almost exclusively data centers.

Data centers operate computing and networking equipment which collect, store, process, and distribute extensive amounts of data. They index websites, operate email and messaging services, and run the internet cloud for data storage and computer applications. Data centers operate in large warehouse-sized buildings which house numerous computer servers typically stacked in racks and placed in rows.

This equipment operates continuously, with no natural cycling, so running and cooling this equipment requires a large amount of continuous electricity. Accordingly, data centers are often large-scale, energy intensive facilities that can require large capital investments – both from the customer and the utility supplying energy load to the data center.

The demand for data centers has recently increased notably due to the expansion of machine learning/artificial intelligence technologies, which are more energy-intensive than traditional data processing methods.²⁵

The Company's achievements in renewable energy, along with state initiatives and robust fiber connectivity have helped to interest data centers in our service territory, as does Minnesota's cold climate which can reduce climatization costs as compared to other locations. The Company has been actively engaged with several hyperscale and colocation data centers, with transmission interconnection studies underway for several requests.²⁶

V. LARGE GENERAL TIME OF DAY SERVICE TARIFF KEY TERMS

In this Section we describe the key terms of the proposed Large General Time of Day Service tariff.

²⁵ *In the Matter of Xcel Energy's 2024-2040 Upper Midwest Resource Plan*, Docket No. E002/RP-24-67, Resource Plan Chapter 5 at Page 42 (February 1, 2024).

²⁶ *Id.*

A. Applicability

Consistent with the definition of “data center” under Minn. Stat. § 216B.02, Subd. 11,²⁷ the Large General Time of Day Service tariff will apply to new and existing customers with new electric demand of 100 MW or greater that begin service or expansion of their existing load after the effective date of the tariff.²⁸ The qualifying demand will be determined by the interconnection agreement and will be inclusive of any load ramp-up period, which is limited to five years. The Company will exercise reasonable discretion when choosing to aggregate premises for purposes of determining eligibility under this rate schedule, with such discretion based on factors including, but not limited to, projects being proposed in the Company’s Minnesota service territory by the same parent or its affiliate or subsidiary.

B. Contract Term

The default initial term of an ESA taken under this tariff is at least 15 years. The Company has proposed a contract term length of at least 15 years due to the protection it provides to non-Large General Time of Day Service customers by ensuring the continuity of both the load and the service, and that the presence of the Large General Time of Day Service customer will provide long-term economic and system benefits. This is in keeping with the recent industry trend of utilities requiring longer contracts with its very large load customers, such as data centers.²⁹ The Company believes that a minimum 15-year term is appropriate given the substantial infrastructure and other investments required to serve Large General Time of Day Service customers. The Company recognizes, however, that there may be a range of reasonable term lengths, depending on the individual circumstances of each new customer and therefore the term of the ESA may be subject to negotiation by the parties.

²⁷ “‘Data center’ means a facility that is designed to have a load of 100 megawatts or more and whose primary purpose is the storage, management, and processing of digital data via the interconnection and operation of information technology and network telecommunications equipment, including all related facilities and infrastructure for backup electricity generation, power distribution, environmental control, cooling, and security.”

²⁸ For clarity, this tariff shall apply to qualifying customers who enter into a preliminary agreement for services with the Company, such as a Memorandum of Understanding or Term Sheet on or after the effective date of the tariff. *See* Minn. Stat. § 216B.1622, Subd. 3, as amended (“This section shall not apply to existing, renewed, or extended electric service agreements of public utility customers meeting the threshold of a very large customer, or to very large customers that have been actively taking electric service from the public utility prior to 2020.”).

²⁹ E.g., Kentucky Power, Docket No. 2024-00305 before the Kentucky Public Service Commission (20 years), Florida Light & Power, Docket No. 20250011 before the Florida Public Service Commission (20 years), Georgia Power, Docket No. 55378 before the Georgia Public Service Commission (15 years).

The Company's proposal addresses the potential for a Large General Time of Day Service customer to exit from the contract early. Early termination requires at least 24 months' notice and requires the customer to pay an exit fee. This exit fee is designed to recover the loss of the revenues associated with the customer's minimum demand and the remainder of the incremental generation costs attributable to connecting and serving the customer. The exit fee is described in more detail in the ESA and is based on a calculation of the current effective demand charges, times seventy-five percent (75%), times the lesser period of ten (10) years or the remainder of the ESA term, as a reasonable representation of liquidated damages to compensate for a customer's failure to realize the contracted capacity. If additional revenues are required through the Incremental Cost Test analysis, the customer would be required to pay for the remainder of those revenues as part of the exit fee.

The Company believes that term length and exit fees are important protections to ensure that the Large General Time of Day Service customers are paying their fair share of the costs to provide service to them. They also address the Commission's concerns regarding protecting customers, as well as the recent Minnesota legislation requirement that "the tariff or agreement contains protections necessary to ensure that other customers of the public utility are not placed at risk for paying stranded costs associated with the utility serving the very large customer."³⁰

C. Voltage

Customers are required to take either "transmission transformed" voltage (three phase from 2,400 volts up to 69,000 volts) or "transmission" voltage (three phase at 69,000 volts or higher), consistent with the general expectation of the Large General Time of Day Service customer large load sizes. This streamlines Company operations and avoids substantial costs by not requiring the Company to operate and maintain a substation to step down voltage levels for a single customer.

D. Pricing

The Company has taken a comprehensive approach to its rate design for the Large General Time of Day Service and Large Peak Controlled Time of Day tariffs. The Company has designed new base rates for these tariffs which shift more cost recovery through demand charges and less cost recovery from energy charges. This approach promotes cost recovery stability and creates a higher and more reasonable basis by which the Company can assess capacity reduction and exit fees. This design also helps to protect other customers from revenue erosion due to lower off-peak usage over

³⁰ Minn. Stat. § 216B.1622, Subd. 2., as amended.

time caused by changes in a customer's usage profile that could reduce usage over the ESA contract term.

1. Energy Charge

To design base rates for this tariff, the Company removed the Production Plant and Production Plant O&M Stratification, or "Plant Stratification" process that is traditionally used to design energy rates for the Demand Billed Class.³¹ Plant Stratification is the process by which the Company, in its Class Cost of Service Study, classifies fixed production and fixed production O&M cost into energy-related and capacity-related costs. The capacity-related portion of the fixed costs of owned-generation is the amount less than or equivalent to the cost of a comparable combustion turbine (CT) peaking plant (the generation source with the lowest capital cost and the highest operating cost). Since CTs are intended to only be used at peak times, they are classified as 100 percent capacity-related. The fixed generation costs that exceed the cost of a comparable CT peaking plant are sub-functionalized as energy-related. The capacity- and energy-related portions are expressed as percentages of total fixed production plant costs. By removing the stratification process from the rate design, fewer costs are classified as energy-related and therefore results in lower energy charges.³² Correspondingly, more costs are classified as demand costs.

2. Customer Charge

The Company performed an incremental internal labor study to capture the incremental and ongoing time the Company estimates it will need to spend on Economic Development, Account Management, and Billing activities for a Large General Time of Day Service customer in excess of a typical General Service customer. The Company proposes to directly assign these nominal incremental costs to the Large General Time of Day Service customer as a customer charge. By assessing these costs against the Large General Time of Day Service Tariff, incremental internal labor is appropriately recovered from the customers whose load additions drove the need for the incremental costs. Attachment J contains the results of the incremental customer charge analysis.

³¹ The Company is not proposing to eliminate stratification for class cost allocation purposes within the Class Cost of Service Study. The proposed removal of the stratification process is only for rate design purposes for the Large General Time of Day Service tariff and because the Large General Time of Day Service is designed to be revenue neutral to a stratified rate design structure. The Company does not expect a material difference in cost recovery relative to the size of the customer's bill.

³² The work paper for the energy and demand rates for both the transmission and transmission transformed services are provided in Attachment I.

3. Demand Charge

Costs not recovered by the customer charge or the energy charge will be recovered through the demand charge in a manner that produces the same revenue as if the Large General Time of Day Service customers were billed on the standard General Time of Day Service rates. The analysis was conducted assuming there was no change in the customer charge to achieve revenue neutrality before incremental customer charge costs were considered. Attachment I contains the work paper for the energy and demand rates for both the transmission and transmission transformed services.

4. Large Peak Controlled Time of Day Service Rates

Customer Charges and Energy Charges for the Large Peak Controlled Time of Day Service are consistent with the Large General Time of Day Service tariff. Firm and controllable demand charges were created by leveraging the Large General Time of Day Service firm demand charges. For the controllable demand charge the Company applied the demand charge reduction that was approved for the Peak Controlled Time of Day Service's controllable demand charges in the Company's last rate case in Docket No. E002/GR-21-630.

5. Tier 1 Energy Controlled Service Rider Rates

The Tier 1 Energy Controlled Service rider controlled the on and off peak energy charges available to qualifying Large Peak Controlled Time of Day Service customers leverage the Large Peak Controlled Time of Day Service on and off peak energy charges and the same energy charge reduction amount available to Peak Controlled Time of Day Service customers that was approved in the Company's last rate case in Docket No. E002/GR-21-630.

E. Security and Risk Mitigation

To ensure that Large General Time of Day Service customers follow through on their (potentially significant) financial commitments, the tariff requires that the ESA contain sufficient security and collateral provisions (e.g., parent guarantee, letter of credit) to support enforcement of the tariff provisions. Because each individual customer's credit and financial situation will differ from another's, the specific terms addressing risk mitigation and security will be captured in the Large General Time of Day Service customer's ESA and provided for Commission review. The Retail Customer Form ESA, provided as Attachment G to this Petition, however, contains examples of the types of security and risk mitigation measures that will be considered.

Additionally, to ensure Large General Time of Day Service customers pay for costs incurred to serve them, even should the customer's usage not materialize as originally forecasted, the tariff features a minimum bill component. This provision adds more certainty to infrastructure planning and maintenance and helps to ensure that the incremental costs incurred to serve the high energy demands of these customers are recovered. The minimum billing demand for customers taking service under this tariff is at least 75 percent of the customer's contract capacity.

The Company believes these security and risk mitigation provisions are important to reduce stranded asset risk. These measures also address the Commission's concern and the recent Minnesota legislation requirement that other customers be protected against the risk of stranded assets.

F. Changes in Contract Demand

The Company anticipates that, over time, a Large General Time of Day Service customer may experience changes in its level of demand. The tariff contains terms to address the potential for changes in customer demand. Through the process of collecting required forecast data from the Large General Time of Day Service customer, and from reviewing actual monthly averages, the Company will monitor changes in demand. Any increases to the contract capacity after the execution of the ESA are subject to generation and transmission capacity availability, as determined at the sole discretion of the Company.

A customer may reduce their contract capacity by providing twelve (12) months' notice to the Company. Reduction of the contract capacity will be subject to a capacity reduction fee. The ESA will contain the specific terms of the capacity reduction fee for each customer. As with an exit fee, the capacity reduction fee will be designed to recover costs associated with meeting the Large General Time of Day Service customer's initially forecasted capacity needs that would not otherwise be recovered via reduced billing associated with its reduced usage.

These capacity reduction measures provide appropriate customer protections against the risk of stranded assets and are consistent with the Commission's directive.

G. Grid Stability

To address the potential of large data center loads causing disruptions on the electric grid, the ESA will require the installation of, and Company control over, interrupting equipment at the transmission level. During an event, the Company would implement the North American Electric Reliability (NERC) Under Frequency Load Shedding

(UFLS) compliance program in accordance with NERC Standard PRC-006 requirements to protect grid stability. The customer could be subject to disconnection in such an event. These requirements support grid reliability for all customers.

H. Forecasts

Customers must provide a five-year rolling energy and demand forecast, with updates required twice a year at designated times. Because of the criticality of resource planning for large load, customers are encouraged to forecast with precision, which helps to reduce overall system costs. As noted above, in the event that a Large General Service Time of Day customer does not achieve their contract capacity, the customer is subject to a minimum billing demand charge. They are also required to pay a capacity reduction fee if demand reaches a level below the minimum billing demand.

I. Participation in Demand Response and Energy Efficiency Programs

Consistent with the Commission's direction to address demand flexibility, demand response, and energy efficiency, the proposed Large Peak Controlled Time of Day Service³³ and revised Tier 1 Energy Controlled Service rider³⁴ tariffs allow customers to participate in the Company's demand response program. By participating in these tariffs, the customer agrees to reduce its electricity usage during periods of peak demand or high energy pricing, upon the Company's request. In exchange, the customer qualifies for discounted demand and energy rates.

As discussed above in Section III.B.2, recent Minnesota legislation exempted qualified large-scale data center customers from contributing to utilities' energy conservation plans, which is managed as an ECO program by the Company. Accordingly, data center customers that are exempt from utilities' conservation plans cannot take part in demand response or energy efficiency options offered through the Company's ECO program offerings,³⁵ such as the Peak Partner Rewards³⁶ or Peak Day

³³ Provided as Attachment B.

³⁴ Provided as Attachment D.

³⁵ Proposed revisions to the CIP Adjustment rider to incorporate these changes is included as Attachment E.

³⁶ Customers can receive credits on electric bills for agreeing to reduce electric usage during periods of peak energy demand, such as hot summer days. The more load the customer agrees to control, the more it will save on its bill.

Partners.^{37,38} Any non-data center Large General Time of Day Service customers who have not been exempted from ECO, however, are welcome to participate in these ECO offerings.

J. Electric Service Agreement and Interconnection Agreement

Customers taking service under this tariff will be required to enter into a contract in the form of an Electric Service Agreement with the Company. Standard Terms of the ESA shall include the contract term (including any load ramp up period), contracted demand, forecasted kW and kWh per year, security and risk mitigation provisions, early exit fees, as well as the service location, delivery characteristics, delivery voltage, and excess facilities provided by the Company. A Retail Customer Form ESA is included in this filing as Attachment G.

Customers will also be required to execute an Interconnection Agreement (IA) to take service under this tariff. The IA addresses the terms and conditions for construction of the facilities to connect the customer to the Company's grid and covers the technical, safety, and regulatory aspects of the connection and defines the responsibilities of both the customer and the Company. A Retail Customer Form IA is provided as Attachment H to demonstrate what will be submitted to the Commission when seeking approval for a customer's ESA.

Both the executed ESA and IA for each new Large General Time of Day Service customer will be submitted to the Commission for approval.

VI. COMPLIANCE WITH ORDER POINT 32

The Company proposes new sub-classes for Large General Time of Day Service and Large Peak Controlled Time of Day Service customers and an incremental cost calculation methodology that would apply to each Large General Time of Day Service and Large Peak Controlled Time of Day Service customer. These new sub-classes are appropriate, will ensure that new large customers pay their fair share, and will protect and provide benefits to other customers. This section discusses the specific requirements of Order Point 32 and demonstrates our compliance with each of them.

³⁷ The day before an anticipated peak electricity load, participants are notified to determine if they can reduce their electricity use during a specified time period and to establish a purchase price for their energy. Participants have the option to accept, decline or commit to a different amount of load reduction. Participants will then receive a bill credit or a separate payment for their energy based on the amount of load reduced and the agreed upon price.

³⁸ The Peak Flex Credit program was offered as a pilot but is not expected to be continued due to lack of customer interest.

A. Development of New Rate Class or Subclass

The Company developed the Large General Time of Day Service and the Large Peak Controlled Time of Day Service as incremental sub-classes within the Demand class. These customers are unique in that the Company will be filing customer-specific information on projected demand, energy, incremental costs, revenues, and benefits to system customers, along with an ESA for review and Commission approval. This transparency will help to ensure that these large customers will deliver benefits to all customers by providing revenues that contribute to fixed costs above the incremental costs they are causing on the system. Positioning them as incremental sub-classes to the Demand class has several advantages, while ensuring new customers are not harming system customers. Advantages include:

1. Ensures rate design consistency among Demand billed customers,
2. Allows for revenue neutrality across Time of Day rates while shifting more cost recovery to demand charges and less to energy charges;
3. Preserves the ability to leverage Commercial three-period time of use rate design in the future;
4. Allows for stable, on-going competitive pricing for new load; and
5. Helps create certainty for new large load customers by creating a pathway for immediate rate design development, as demonstrated in this Petition, so customers can evaluate the pricing term of our service and make an informed decision to locate in our service territory.

As described below, the Company's methodology allows for the agility between rate cases to identify the cost responsibility and provide rate certainty to new large loads, while appropriately representing the benefits to system customers within future rate cases.

B. Individual Customer Analysis

Quantifying the incremental cost of large load is a complex process that requires the integration of resource planning, resource cost modeling, and rate design. It is driven by the Large General Time of Day Service customer's load characteristics and size, type, timing, and cost of new generation resources needed to serve the customer over the length of the Large General Time of Day Service customer's contract term. Given the long-range nature of the calculation and unique timing of each Large General Time of Day Service customer, the Company believes a bespoke incremental cost calculation is appropriate to understand the impact to system customers.

Due to the timing of a signed ESA, the unique load characteristics of each customer, and current market pricing of generation costs at the time of the signed ESA, the

incremental cost calculation is likely to result in a unique incremental cost for each Large General Time of Day Service customer.

Because of sporadic timing of customer additions, the incremental cost calculation's long-range timeframe, and the urgency of the Large General Time of Day Service customers' timeline, the Company has specifically designed the methodology to occur outside of a rate case to meet the requirements of the Commission's Order while also meeting the Commercial Operation timelines of Large General Time of Day Service customers. Stated more directly, the rate case's short-term test year focus, time interval between cases, multi-year adjudication, and one-size fits all approach make it poorly equipped to dynamically analyze system and customer impacts and finalize ESA terms in a timely fashion to meet the timelines of Large General Time of Day Service customers.

The proposed pricing methodology will dovetail with the rate case process where we first leverage currently approved rates as a starting point for rate design and provide additional revenues to future rates cases so that Large General Time of Day Service customers pay their fair share for the system costs required to serve them.

The Company believes this approach provides for the practical need for pricing upfront so Large General Time of Day Service customers, like any other new customer, can make timely siting decisions and meet the timeline of their energy needs.

C. Incremental Cost Test

The Company will perform an Incremental Cost Test to confirm that the revenues from a new Large General Time of Day Service customer are larger than the incremental costs associated with the customer. Revenues in excess of incremental costs confirm that system customers will receive positive benefits from having this customer on the system. In other words, the customer is paying for all incremental costs they bring to the system and is providing additional revenues to contribute to the recovery of system fixed costs. If the Incremental Cost Test shows that revenues are projected to be lower than incremental costs, then the customer and the Company will develop a proposal in the ESA to bring additional revenues such that incremental costs are paid for and a benefit is shown for system customers. This Incremental Cost Test is the same tool we have used when bringing forward prior ESA for large load customers in filings before the Commission. It contains the following elements:

1. *Base Rate Revenue (Including Interim Revenue)*

The base rate revenue of each Large General Time of Day Service customer will be determined using the following components:

- a. Customer charge revenue based on the customer charge of the Large General Time of Day Service for each bill;
- b. Energy charge revenue based on the Large General Time of Day Service energy related charges and the customer's estimated usage;
- c. Demand charge revenue based on the Large General Time of Day Service demand charges and the customer's peak demand, estimated by year; and
- d. Interim revenue if effective at the time of the Incremental Cost Test analysis. For example, while the Company's rate case in Docket No. E002/GR-24-320 is still pending, the Company will use the interim revenue effective at the time of the Test as the best available proxy on the record for incremental base rate revenues associated with the resolution of the docket during the 2025 test year, 2026 plan year, and future years in the analysis.

2. *Rider Revenue*

Rider revenue will be based on the current rider rates effective at the time of the calculation of the Incremental Cost Test, as well as the customer's estimated usage and the customer's peak demand estimated by year. Current riders are the Conservation Improvement Program Adjustment rider,³⁹ the State Energy Policy Rate rider,⁴⁰ the Renewable Development Fund rider, the Transmission Cost Recovery rider, Low Income Energy Discount rider, Sales True-up rider, and the Renewable Energy Standard rider.

3. *Fuel Revenue*

Fuel revenues are based on the most current forecasted fuel rates on record, and the customer's estimated usage. The current fuel forecast for use in the Incremental Cost Test is the 2026 fuel forecast.⁴¹

³⁹ The Conservation Improvement Program Adjustment rider is applicable to Large General Time of Day Service customers that are not qualified data centers. Qualified data center customers are exempt, pursuant to the new Minnesota legislation (Minn. Stat. § 216B.241, Subd. 2a(c), as amended).

⁴⁰ We note that the State Energy Policy rider rate is currently \$0. *See* Docket No. E002/M-25-135.

⁴¹ Docket No. E002/AA-25-63.

4. *Energy Costs*

Energy costs are based on the most current forecasted fuel rates on record, and the customer's estimated usage. The current fuel forecast for use in the Incremental Cost Test is the 2026 fuel forecast.⁴²

5. *Capacity Costs*

Incremental capacity costs are determined based on the potential need for a mix of incremental generation and energy storage resource additions, consistent with the Company's latest Integrated Resource Plan,⁴³ current market price estimates of the incremental resources, and the customer's contribution to increased peak load estimated by year.

6. *Jurisdictional Cost Allocation Increase to Minnesota*

The jurisdictional cost allocation increase⁴⁴ to Minnesota, based on the Company's twelve-month coincident peak demand (12CP) by jurisdiction, will be used to develop the cost causative allocators for electric expense and plant investment to Minnesota's jurisdiction. A significant change in peak demand in one jurisdiction shifts the cost allocations between jurisdictions. The jurisdictional cost allocation increase quantifies the change in the revenue requirements allocated to Minnesota based on the change in the 12CP if peak demand were added in Minnesota consistent with the customer's peak load estimated by year.

7. *Incremental MISO Costs*

The net increase in MISO transmission-related costs is based on the customer's peak load and energy consumption, estimated by year, and the following revenue and cost factors:

- Increased retail share of the revenue requirement due to a higher retail load ratio share driven by the increased load;
- Increased ancillary expenses driven by the increased load;
- Increased administration expenses due to the increased load;
- Increased transmission expansion plan expenses due to the increased load; and
- Reserve margin increase due to the increased load.

⁴² Docket No. E002/AA-25-63.

⁴³ Docket No. E002/RP-24-67.

⁴⁴ From the new Large General Time of Day Service customer demand.

8. *Benefits Large General Time of Day Service Customers Provide to All Classes of Customers*

The Incremental Cost Test compares the costs and revenues described above, to determine whether the Large General Time of Day Service customer will provide benefits to system customers, or if additional revenues are needed.

D. Affordability, Reliability, and Clean Energy Goals and Standards

The Company's proposed tariff supports the continued achievement of affordability, reliability, and clean energy goals and standards, as described below.

1. *Affordability*

Each dollar of Large General Time of Day Service customer revenue that exceeds the incremental cost to serve the Large General Time of Day Service customers provides a direct benefit to other customers by offsetting fixed costs that they would otherwise need to pay.

2. *Reliability*

Prior to executing an ESA with a Large General Time of Day Service customer, the Company will perform a resource planning analysis to assess the impacts of adding the new eligible loads. The analysis will include the identification of incremental generic resources necessary to serve the load and maintain energy adequacy. In addition, a transmission System Impact Study is required to identify potential impacts on the reliability and safety of the transmission system resulting from the interconnection of new eligible loads and to identify any necessary system upgrades to ensure overall reliability. A Facilities Study is also performed to identify the specific engineering and construction requirements to connect the new eligible load, including upgrades to transmission lines, substations, and other facilities to accommodate the new interconnection. The Large General Time of Day Service customer will be obligated to pay for interconnection cost requirements identified through these studies.

3. *Clean Energy Goals and Standards*

As noted in the section above, the Company will perform a resource planning analysis for new eligible loads. The analysis includes an assessment to confirm any new resources needed to meet clean energy goals and standards. To the extent the Company identifies incremental costs needed to meet the clean energy goals and

standards, those costs would be included in the Incremental Cost Test for the customer.

E. Resources to Serve Large General Time of Day Service Customers

The Company will perform a resource planning analysis using economic modeling tools like Encompass to identify new incremental resources needed to ensure that the new large load does not adversely impact compliance with public policy requirements or environmental goals. Large General Time of Day Service customers will be served as system customers, and the resources will be system resources. However, for the purposes of the incremental cost analysis we will identify and assign incremental energy and capacity costs.

1. Existing and New Renewable or Thermal Energy Resources

As noted above, the resource planning analysis to be conducted on new eligible loads will include the identification of incremental generic resources necessary to serve the load and maintain energy adequacy. We will continue to operate our system on an integrated basis, with existing and new resources offered into the MISO market and dispatched by MISO to meet load serving needs. New resources identified will be acquired through existing acquisition processes, such as the Track 1 and Modified Track 2 process typically used to acquire new resources.

2. Transmission Resources

Currently the Company's transmission system is comprised solely of alternating current lines. Customers have different transmission needs depending on where they connect to the system. The Company undertakes a Transmission System Impact Study to determine the transmission resources needed to serve any new customer regardless of size.

3. Demand Flexibility, Demand Response, and Energy Efficiency

As described above in Section V.I, Large General Time of Day Service qualified customers can choose interruptible service on the Large Peak Controlled Time of Day Service, under which the customer agrees to reduce its electricity usage during periods of peak demand, upon the Company's request (typically during hot summer days). In exchange, the customer pays rates that are discounted from firm service. Additionally,

all non-exempt customers⁴⁵ would be eligible to participate in the Company's ECO program offerings which include Peak Partner Rewards and Peak Day Partners.

All Large General Time of Day Service customers will be subject to a 2-period Time of Day (TOD) schedule, which provides price signaling to encourage off-peak hours usage and ensures that customers who don't respond to these price signals pay an appropriate cost for operating during higher-demand times.⁴⁶

F. Incorporating Large General Time of Day Service Qualifying Customers in Rate Cases

Some new large customer load is already incorporated in our ongoing electric rate case.⁴⁷ As described in the Direct Testimony of Company witness Benjamin S. Levine, the Company already established a detailed process to incorporate load associated with a customer with a signed ESA and also customer projects considered "highly likely."

This process starts with the Company's Economic Development group that actively tracks new prospective large customers and works with each customer to develop estimates of its demand and energy requirements. This team has developed a standardized process to assess the probability of bringing new large retail customers onto the system. This process includes an assessment of each phase of each project based on the status of interconnection request submissions, system impact studies, facility studies, interconnection agreements, and procurement of land and equipment. The forecasting team then includes only projects that 1) are deemed "highly likely," and 2) meet or exceed 5 MW. Projects less than 5 MW are assumed to be captured in the regression modeling via economic indicators. As mentioned earlier, we do not have signed ESAs for all of the new data center load included in the forecast in the Company's current electric rate case, but we believe there is enough certainty⁴⁸ that

⁴⁵ As discussed above in Section III.B, the recent Minnesota legislation exempted data centers from contributing to utilities' energy conservation plans. Accordingly, data centers would be ineligible to participate in the Company's ECO programs, but a Large General Time of Day Service customer that is not a data center would be eligible.

⁴⁶ The current two-period TOD schedule will eventually be transitioned to a three-period Time of Use (TOU) schedule, pursuant to the Commission's April 7, 2025 Order in Docket No. E002/M-20-86, which requires the Company to propose its successor rate design and transition plan by March 31, 2026. The new TOU schedule will similarly provide financial incentive to utilize off-peak hours. When the TOU transition happens, the Company will update this Large General Time of Day Service tariff with the new three-period TOU schedule.

⁴⁷ Docket No. E002/GR-24-320.

⁴⁸ While an ESA and IA are final documentation to record the parties' intent, customers indicate their expected load and related implementation dates during preliminary discovery processes, such as the System Impact Study and Facilities Study.

they will be joining the system to start planning for this load. We note that, while we believe these load additions to be highly likely, there is not 100 percent certainty on the size or timing.

For clarity, the Large General Time of Day Service tariff shall apply to qualifying customers who enter into a preliminary agreement for services with the Company, such as a Memorandum of Understanding or Term Sheet on or after the effective date of the tariff.⁴⁹ In future rate cases, the sales and revenues for customers qualifying for this tariff will be incorporated into the rate case. The costs of the resources procured to help serve the new load will also be included as appropriate. Any additional revenues that are required from the Large General Time of Day Service customers as a result of the incremental cost test will be allocated to class based on the test year base revenue allocator. This ensures that all customers receive benefits as a result of these large load customers.

G. Additional Order Point Items

1. *Ensure that all incremental costs attributable to super-large customers are assigned to the super-large class or sub-class.*

Incremental revenue and cost associated with a new Large General Time of Day Service customer will be detailed in an Incremental Cost Test that will be determined for each customer's ESA, which will be submitted to the Commission for approval.

2. *Provide electricity to the super-large class or sub-class that achieves each benchmark of the state's electricity standards under Minn. Stat. § 216B.1691.*

To address the Commission's concern and the recent Minnesota Legislation's requirement that the electricity provided to Large General Time of Day Service customers achieve the benchmark of the state's electricity standards, acquiring system resources for Large General Time of Day Service customers will be accomplished consistent with our approved IRP which is aligned with the state's electricity standards under Minn. Stat. § 216B.1691. When we bring forward the ESA for a new customer, we will provide Encompass (or a similar economic modeling tool) analysis of the customer's load and demonstrate compliance with the statute. If additional costs are required in order to demonstrate compliance, they will be included in the Incremental Cost Test.

⁴⁹ See Minn. Stat. § 216B.1622, Subd. 3, as amended ("This section shall not apply to existing, renewed, or extended electric service agreements of public utility customers meeting the threshold of a very large customer, or to very large customers that have been actively taking electric service from the public utility prior to 2020.").

3. *Include provisions to ensure that super-large customers financially commit to purchasing a certain level of electricity to protect non-super-large customers from the risk of stranded costs.*

The proposed tariff requires that a Large General Time of Day Service customer pay a minimum bill of at least 75 percent of its contracted demand for the full term of the ESA. Should the Large General Time of Day Service customer terminate the contract early, it will be required to pay an exit fee which includes the full amount of the minimum bill through the remainder of the contract term.

4. *Include provisions to ensure that all super-large customer-related incremental costs will be recovered over the life of the service agreement.*

As described above, incremental revenue and cost associated with a new Large General Time of Day Service customer, as determined by an Incremental Cost Test, will form the basis of cost recovery. As discussed above in Section VI.C, to the extent that test results in incremental costs greater than the revenue forecasted to be received from the customer, such incremental costs will be included in the ESA, which will be recovered over the life of the ESA. Furthermore, as discussed in more detail in Section V.E, the tariff requires the ESA to contain sufficient security and collateral provisions (e.g., parent guarantee, letter of credit), and exit and capacity reduction fees, to ensure any such incremental costs are recovered from the customer or its guarantors. The Retail Customer Form ESA, provided as Attachment G, contains examples of the types of security and risk mitigation measures that will be considered.

As an additional security measure, the tariff contains a minimum bill requirement of at least 75 percent of the customer's contract capacity. To the extent that there are additional revenues that the customer would pay, they would be described in the ESA.

5. *Include provisions to ensure that, if the super-large customer ceases operations for any reason, all remaining financial commitments will still be paid.*

As discussed in Section V.B, if a Large General Time of Day Service customer terminates its contract early, it will pay an exit fee which reimburses incremental capacity generation cost the Company incurred to serve it. In addition, the ESA will contain specified security and risk mitigation provisions (e.g., parental guarantee, letter of credit, cash deposit), approved by the Commission, in the event the Large General Time of Day Service customer ceases operations for any reason, thus ensuring that the Large General Time of Day Service customer's financial commitments will still be paid.

H. Consultation with the Department Regarding a Voluntary Carbon-Free Electricity Procurement Program

The Company met with the Department of Commerce on July 8, 2025 and discussed the potential of a voluntary carbon-free electricity procurement program as well as the recently passed legislation requiring public utilities to offer a Clean Energy and Capacity Tariff. The Company will continue to work with the Department as we consider the potential for such as program.

CONCLUSION

The Company submits this Petition for approval of its proposed Large General Time of Day Service and Large Peak Controlled Time of Day Service tariffs in compliance with Order Point 32 of the April 2025 Order. In addition, as discussed throughout our Petition, we propose revised tariffed rules and riders, and the Retail Customer Form ESA. Specifically, we request approval of:

- Large General Time of Day Service tariff;
- Large Peak Controlled Time of Day Service tariff;
- Rules for the Application of Peak Controlled Services tariff revisions;
- Tier 1 Energy Controlled Service rider tariff revisions;
- CIP Adjustment rider tariff revisions;
- Administrative revisions to the Company's Tariff Book; and
- Retail Customer Form ESA.

The Company respectfully requests that they be approved.

Dated: July 16, 2025

Northern States Power Company

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Hwikwon Ham	Commissioner
Audrey C. Partridge	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF A LARGE GENERAL
TIME OF DAY SERVICE TARIFF AND
LARGE PEAK CONTROLLED TIME OF
DAY SERVICE TARIFF

DOCKET NO. E002/M-25-____

PETITION

SUMMARY OF FILING

Please take notice that on July 16, 2025, Northern States Power Company doing business as Xcel Energy filed with the Minnesota Public Utilities Commission a Petition requesting approval of its proposed tariffs for Large General Time of Day Service and Large Peak Controlled Time of Day Service customers, including data centers. The Company submits this Petition in compliance with Order Point No. 32 of the Commission's April 21, 2025 Order which approved a Settlement Agreement between parties relating to the Company's 2024-2040 Integrated Resource Plan (IRP) and its Petition to acquire 800 megawatts (MW) of firm dispatchable resources (April 2025 Order) in Docket Nos. E002/RP-24-67 and E002/CN-23-212.

The Petition describes key components of the proposed tariffs and includes a Retail Customer Form ESA. The Company proposes revisions to the Tier 1 Energy Controlled Service rider tariff to provide interruptible rate options for Large General Time of Day Service customers, and revisions to the Conservation and Improvement Program (CIP) Adjustment rider tariff, consistent with recent Minnesota legislation amending Minn. Stat § 216B.241, Subd. 1a to address data center participation in CIP programs. The Company also seeks approval of related revisions to the Company's tariff book and the Rules for Application of Peak Controlled Services.

Redline

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.2

APPLICABILITY-MANDATORY

Effective _____, this rate schedule is mandatory for any non-residential customer for general service establishing new or additional electric service after MM, DD, YYY when such customer has new demand equal to or greater than 100,000 kW, based on demand identified in an interconnection agreement. For any such customer to be able to receive electrical service, the customer must also have a signed Electric Service Agreement (ESA) implementing this AXX Rate Code. In the event that the ESA has any provision that conflicts with this tariff, then the tariff shall control.

The Interconnection Agreement (IA) applicable to this tariff addresses the cost of the Company building and maintaining its facilities to allow safe and reliable service for the customer.

The ESA and IA for each Customer are subject to approval by the Minnesota Public Utilities Commission. Upon approval, the effective dates are defined by the terms in each agreement.

DETERMINATION OF QUALIFYING DEMAND

The customer meets the new demand requirements of this rate schedule based on an interconnection agreement for full capacity, including any ramp period, which is defined in the ESA ("Load Ramp Period"). The Company will exercise reasonable discretion when choosing to aggregate premises for purposes of determining eligibility under this rate schedule, with such discretion based on factors including, but not limited to, projects being considered under the same customer parent name or affiliate/subsidiary anywhere within the Company's territory in Minnesota.

TERM

Customers subject to this tariff must enter into an ESA with an initial term of at least fifteen (15) years, inclusive of any Load Ramp Period of up to a maximum of five (5) years. For electrical service beyond the initial term, customers with demand equal to or greater than 100,000 kW have the option of remaining on Large General Time of Day Service or moving to Large Peak Controlled Time of Day Service. A subsequent ESA will be required.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, and voltage discounts. Details regarding the specific charges applicable to this service are listed below.

RATE

Customer Charge per Month \$9,000.00

<u>Service at Secondary Voltage</u>	<u>Oct-May</u>	<u>Jun-Sep</u>
<u>Demand Charge per Month per kW</u>		
<u>On Peak Period Demand</u>	\$24.66	\$29.25
<u>Off Peak Period Demand in Excess</u>	\$3.35	\$3.35
<u>of On Peak Period Demand</u>		

<u>Energy Charge per kWh</u>	
<u>On Peak Period Energy</u>	\$0.02751
<u>Off Peak Period Energy</u>	\$0.01448

(Continued on Sheet No. 5-32.3)

Date Filed: <u>07-16-25</u>	By: Ryan J. Long	Effective Date:
EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation		
Docket No. <u>E002/M-25-</u>		Order Date:

**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.3

	<u>January - December</u>	
<u>Voltage Discounts per Month</u>	<u>Per kW</u>	<u>Per kWh</u>
<u>Transmission Transformed Voltage</u>	<u>\$2.35</u>	<u>\$0.00334</u>
<u>Transmission Voltage</u>	<u>\$3.35</u>	<u>\$0.00329</u>

INCREMENTAL COST TEST

An Incremental Cost Test is required prior to service under this tariff.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

FUEL CLAUSE

Bills are subject to the adjustments provided for in the Fuel Clause Rider.

RESOURCE ADJUSTMENT

Bills are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider, and the Mercury Cost Recovery Rider.

ENVIRONMENTAL IMPROVEMENT RIDER

Bills are subject to the adjustments provided for in the Environmental Improvement Rider.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

LOW INCOME ENERGY DISCOUNT RIDER

Bills are subject to the adjustment provided for in the Low Income Energy Discount Rider.

SALES TRUE-UP RIDER

Bills are subject to the adjustments provided for in the Sales True-Up Rider.

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

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

(Continued on Sheet No. 5-32.4)

Date Filed: 07-16-25

By: Ryan J. Long

Effective Date:

EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-25-

Order Date:

**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.4

DEFINITION OF PEAK PERIODS

The on peak period is defined as those hours between 9:00 a.m. and 9:00 p.m. Monday through Friday, except for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a designated holiday occurs on Saturday, the preceding Friday will be designated a holiday. When a designated holiday occurs on Sunday, the following Monday will be designated a holiday. The off peak period is defined as all other hours. Definition of on peak and off peak period is subject to change with change in Company's system operating characteristics.

DETERMINATION OF ON PEAK PERIOD DEMAND

The "Actual On Peak Demand" in kW shall be the greatest 15-minute load for the on peak period during the month for which the bill is rendered. The "Adjusted On Peak Demand" in kW for billing purposes shall be determined by dividing the Actual On Peak Demand by the power factor expressed in percent but not more than 95%, multiplying the quotient so obtained by 95%, and rounding to the nearest whole kW. In no month shall the on peak period demand to be billed be less than the current month's Adjusted On Peak Demand in kW, or 75% of the Load Ramp Capacity or Contract Capacity as defined for that time period in the ESA. In no month shall the billable on peak period demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 100 hours per month.

The greatest monthly adjusted on peak period demand in kW during the preceding 11 months shall not include the additional demand which may result from customer's use of standby capacity contracted for under the Standby Service Rider.

DETERMINATION OF OFF PEAK PERIOD DEMAND IN EXCESS OF ON PEAK PERIOD DEMAND

The "Actual Off Peak Demand" in kilowatts shall be the greatest 15-minute load for the off peak period during the month for which the bill is rendered rounded to the nearest whole kW. In no month shall the off peak period demand for billing purposes be less than the current month's Actual Off Peak Demand in kW, or 50% of the greatest monthly Actual Off Peak Demand in kW during the preceding 11 months.

The greatest monthly off peak period demand in kW during the preceding 11 months shall not include the additional demand which may result from the customer's use of standby capacity contracted for under the Standby Service Rider.

The off peak period demand in excess of on peak period demand in kW to be billed shall be determined by subtracting the billing on peak period demand from the billing off peak period demand as defined above only when the off peak period demand is greater.

POWER FACTOR

For three phase customers with services above 200 amperes, or above 480 volts, the power factor for the month shall be determined by permanently installed metering equipment.

COMPETITIVE SERVICE

Competitive service is available under this schedule subject to the provisions contained in the Competitive Response Rider.

(Continued on Sheet No. 5-32.5)

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**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.5

STANDBY SERVICE

Standby service is available under this schedule subject to the provisions contained in the Standby Service Rider.

CUSTOMER LOAD FORECAST

Customer is required to provide to Company a good-faith, commercially reasonable, non-binding confidential five-year Load Forecast estimate of monthly expected energy, on and off peak energy, and on peak demand for the Customer Site biannually by January 1 and June 1, beginning upon the Effective Date of the ESA, and as requested by the Company within 30 days of such request, up to two (2) times per year. For clarity purposes, use of the word "confidential" in this Tariff shall mean that such information shall be marked "Highly Confidential – Trade Secret" consistent with the meaning and effect afforded such treatment under Minnesota Statute Chapter 13.

CAPACITY REVISIONS AND AMENDMENTS

The effective "Contract Capacity," defined as monthly on peak load as reflected in the ESA, is subject to periodic revision or amendment according to the adjustment process as follows:

1. Contract Capacity Increase. The effective Contract Capacity will be increased if either of the following occur:
 - (a) if the monthly average of the prior consecutive 12 month period Actual On Peak Demands exceeded the effective Contract Capacity plus 9 percent (9%), Company reserves the right to revise the Contract Capacity percentage margin based on future wholesale capacity market conditions and/or policy changes.
 - (b) Increases to Contract Capacity after the execution of an ESA are subject to generation and transmission capacity availability as determined at the sole discretion of the Company and subject to the Customer and Company agreement.
2. Contract Capacity Reductions. The Customer is subject to a Minimum On Peak Demand Charge as defined in this tariff and described in the ESA. The Customer may reduce the effective Contract Capacity or may reduce the Customer Load Ramp by providing twelve (12) months' notice to the Company and paying the Contract Capacity Reduction Payment as defined in this tariff below, as well as all amounts that may be due under the ESA.

CUSTOMER LOAD RAMP AND MINIMUM BILL

The maximum Load Ramp Period is up to five (5) years. Pursuant to the ESA, in each month after Company's Facilities are capable of energization, the Customer will be billed the greater of: (a) the on peak period demand; or (b) 75% of the Load Ramp Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein. After the Load Ramp Period, the Customer will be billed the greater of: (a) the actual metered on peak period demand to be billed; or (b) the Adjusted 75% of the Contract Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein.

TERMS AND CONDITIONS OF SERVICE

1. Alternating current service is provided at the following nominal voltages:
 - a. Transmission Transformed Voltage: Three phase from 2,400 volts up to but not including 69,000 volts, where service is provided at the Company's disconnecting means of a distribution substation transformer, or
 - b. Transmission Voltage: Three phase at 69,000 volts or higher.

Service voltage available in any given case is dependent upon voltage and capacity of Company lines in vicinity of customer's premises.

(Continued on Sheet No. 5-32.6)

LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX

Section No. 5
Original Sheet No. 32.6

2. Transmission Transformed Service is available only to customers served by an exclusively dedicated distribution feeder. Customer will be responsible for the cost of all facilities necessary to interconnect at the Company's disconnecting means of a distribution substation transformer.
3. Transmission Service is available at transmission voltage, subject to the terms and conditions contained in the Company's General Rules and Regulations, Section 5.1(B).
4. Specification of Energy Delivered. Company will supply its requirements for transmission and transmission-transformed electric service in accordance with the ESA for Customer's use solely for the operation of electric equipment installed by Customer on the Customer Site in Company's Minnesota service territory.
5. Service Installation. Customer is responsible at its cost to provide certain capabilities or conditions prior to the Company's installation of service, as provided in the ESA, the General Rules and Regulations of Company, and/or in the Rate Schedule for Customer's specific service, as they now exist or may hereafter be changed on file with the Commission. Customer will enter into all necessary and appropriate agreements, consistent with Good Utility Practice.
6. Facilities Provided by Customer
 - a. Customer shall provide the facilities on the load side of the points of delivery which are necessary to receive and utilize firm electric service as reflected in the IA and the ESA.
 - b. Transmission Costs. Pursuant to the IA, Customer agrees to pay Company construction and interconnection costs in advance for necessary overhead or underground electric transmission extension facilities. Customer acknowledges that the Customer charges include interconnection, ongoing maintenance and related facilities charges necessary to maintain the interconnection facilities to a standard consistent with the Tariff and Good Utility Practices.
7. ESA Terms: At a minimum, every ESA shall include the following:
 - a. Contract Term, inclusive of Ramp Period.
 - b. Ramp Period length in years (limit of 5 years).
 - c. Size of contracted demand in kW.
 - d. Size of demand in kW during each year of Ramp Period.
 - e. Non-binding confidential anticipated kWh monthly forecast of energy, on and off peak energy and on peak demand
 - f. The connection point(s) of Company's and Customer's equipment at which Customer takes service ("Points of Delivery");
 - g. The voltage level(s) at which service will be supplied;
 - h. Monthly Minimum On Peak Demand Charge;
 - i. Rates which recover at least the incremental cost of providing service;
 - j. The terms and conditions of this Large General Time of Day Service Tariff, any terms or conditions that differ from or are in addition to the terms and conditions specified herein. All modified, additional or redacted terms and conditions must be approved by the Minnesota Public Utilities Commission.

(Continued on Sheet No. 5-32.7)

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**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.7

8. Termination. The ESA may be terminated in the following circumstances:
- a. By mutual agreement of the parties;
 - b. Upon 24 months' notice by the Customer, subject to payment of exit fee;
 - c. By either Party in the event of any material breach of the ESA or the IA where such breach remains uncured for a period of 120 days after written notice;
 - d. Other circumstances as indicated in the ESA.
9. Exit Fee and Contract Capacity Reduction Payment. Early termination or Contract Capacity reduction shall incur fees calculated as the total of (i) the Effective Contract Capacity multiplied by (ii) the on peak demand charges contained in this rate schedule multiplied by (iii) seventy-five percent (75%) multiplied by (iv) the "Termination Period," defined as the lesser of the remaining contract months of the ESA Term or 120 months from the date of the Termination Notice as defined in the ESA.
10. Security/Risk Mitigation: At a minimum, the following security and risk mitigation requirements will be included in the ESA.
- a. Sufficient credit support;
 - b. Minimum On Peak Demand Charges. The Minimum On Peak Demand Charges during and after the Load Ramp Period shall be the greater of (i) on peak period demand to be billed or (ii) 75% of the Effective Contract Capacity, multiplied by the effective firm demand charge during the month for which the bill is rendered.
11. Grid Stability. Customer acknowledges and agrees that electric service provided under this tariff is subject to Under Frequency Load Shedding requirements as provided in the ESA.

ASSIGNMENT

Subject to meeting the requirements defined in the ESA and IA, Customer is allowed to assign to a successor or affiliate the rights and responsibilities under this tariff and the executed ESA and IA, upon reasonable terms and conditions that the Company may impose including appropriate security and credit requirements.

Clean

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.2

APPLICABILITY-MANDATORY

Effective _____, this rate schedule is mandatory for any non-residential customer for general service establishing new or additional electric service after MM, DD, YYYY when such customer has new demand equal to or greater than 100,000 kW, based on demand identified in an interconnection agreement. For any such customer to be able to receive electrical service, the customer must also have a signed Electric Service Agreement (ESA) implementing this AXX Rate Code. In the event that the ESA has any provision that conflicts with this tariff, then the tariff shall control.

The Interconnection Agreement (IA) applicable to this tariff addresses the cost of the Company building and maintaining its facilities to allow safe and reliable service for the customer.

The ESA and IA for each Customer are subject to approval by the Minnesota Public Utilities Commission. Upon approval, the effective dates are defined by the terms in each agreement.

DETERMINATION OF QUALIFYING DEMAND

The customer meets the new demand requirements of this rate schedule based on an interconnection agreement for full capacity, including any ramp period, which is defined in the ESA ("Load Ramp Period"). The Company will exercise reasonable discretion when choosing to aggregate premises for purposes of determining eligibility under this rate schedule, with such discretion based on factors including, but not limited to, projects being considered under the same customer parent name or affiliate/subsidiary anywhere within the Company's territory in Minnesota.

TERM

Customers subject to this tariff must enter into an ESA with an initial term of at least fifteen (15) years, inclusive of any Load Ramp Period of up to a maximum of five (5) years. For electrical service beyond the initial term, customers with demand equal to or greater than 100,000 kW have the option of remaining on Large General Time of Day Service or moving to Large Peak Controlled Time of Day Service. A subsequent ESA will be required.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, and voltage discounts. Details regarding the specific charges applicable to this service are listed below.

RATE

Customer Charge per Month \$9,000.00

Service at Secondary Voltage	<u>Oct-May</u>	<u>Jun-Sep</u>
Demand Charge per Month per kW		
On Peak Period Demand	\$24.66	\$29.25
Off Peak Period Demand in Excess of On Peak Period Demand	\$3.35	\$3.35
Energy Charge per kWh		
On Peak Period Energy	\$0.02751	
Off Peak Period Energy	\$0.01448	

(Continued on Sheet No. 5-32.3)

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**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.3

	January - December	
	<u>Per kW</u>	<u>Per kWh</u>
Voltage Discounts per Month		
Transmission Transformed Voltage	\$2.35	\$0.00334
Transmission Voltage	\$3.35	\$0.00329

INCREMENTAL COST TEST

An Incremental Cost Test is required prior to service under this tariff.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

FUEL CLAUSE

Bills are subject to the adjustments provided for in the Fuel Clause Rider.

RESOURCE ADJUSTMENT

Bills are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider, and the Mercury Cost Recovery Rider.

ENVIRONMENTAL IMPROVEMENT RIDER

Bills are subject to the adjustments provided for in the Environmental Improvement Rider.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

LOW INCOME ENERGY DISCOUNT RIDER

Bills are subject to the adjustment provided for in the Low Income Energy Discount Rider.

SALES TRUE-UP RIDER

Bills are subject to the adjustments provided for in the Sales True-Up Rider.

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

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

(Continued on Sheet No. 5-32.4)

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**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.4

DEFINITION OF PEAK PERIODS

The on peak period is defined as those hours between 9:00 a.m. and 9:00 p.m. Monday through Friday, except for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a designated holiday occurs on Saturday, the preceding Friday will be designated a holiday. When a designated holiday occurs on Sunday, the following Monday will be designated a holiday. The off peak period is defined as all other hours. Definition of on peak and off peak period is subject to change with change in Company's system operating characteristics.

DETERMINATION OF ON PEAK PERIOD DEMAND

The "Actual On Peak Demand" in kW shall be the greatest 15-minute load for the on peak period during the month for which the bill is rendered. The "Adjusted On Peak Demand" in kW for billing purposes shall be determined by dividing the Actual On Peak Demand by the power factor expressed in percent but not more than 95%, multiplying the quotient so obtained by 95%, and rounding to the nearest whole kW. In no month shall the on peak period demand to be billed be less than the current month's Adjusted On Peak Demand in kW, or 75% of the Load Ramp Capacity or Contract Capacity as defined for that time period in the ESA. In no month shall the billable on peak period demand be greater than the value in kW determined by dividing the kWh sales for the billing month by 100 hours per month.

The greatest monthly adjusted on peak period demand in kW during the preceding 11 months shall not include the additional demand which may result from customer's use of standby capacity contracted for under the Standby Service Rider.

DETERMINATION OF OFF PEAK PERIOD DEMAND IN EXCESS OF ON PEAK PERIOD DEMAND

The "Actual Off Peak Demand" in kilowatts shall be the greatest 15-minute load for the off peak period during the month for which the bill is rendered rounded to the nearest whole kW. In no month shall the off peak period demand for billing purposes be less than the current month's Actual Off Peak Demand in kW, or 50% of the greatest monthly Actual Off Peak Demand in kW during the preceding 11 months.

The greatest monthly off peak period demand in kW during the preceding 11 months shall not include the additional demand which may result from the customer's use of standby capacity contracted for under the Standby Service Rider.

The off peak period demand in excess of on peak period demand in kW to be billed shall be determined by subtracting the billing on peak period demand from the billing off peak period demand as defined above only when the off peak period demand is greater.

POWER FACTOR

For three phase customers with services above 200 amperes, or above 480 volts, the power factor for the month shall be determined by permanently installed metering equipment.

COMPETITIVE SERVICE

Competitive service is available under this schedule subject to the provisions contained in the Competitive Response Rider.

(Continued on Sheet No. 5-32.5)

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**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.5

STANDBY SERVICE

Standby service is available under this schedule subject to the provisions contained in the Standby Service Rider.

CUSTOMER LOAD FORECAST

Customer is required to provide to Company a good-faith, commercially reasonable, non-binding confidential five-year Load Forecast estimate of monthly expected energy, on and off peak energy, and on peak demand for the Customer Site biannually by January 1 and June 1, beginning upon the Effective Date of the ESA, and as requested by the Company within 30 days of such request, up to two (2) times per year. For clarity purposes, use of the word "confidential" in this Tariff shall mean that such information shall be marked "Highly Confidential – Trade Secret" consistent with the meaning and effect afforded such treatment under Minnesota Statute Chapter 13.

CAPACITY REVISIONS AND AMENDMENTS

The effective "Contract Capacity," defined as monthly on peak load as reflected in the ESA, is subject to periodic revision or amendment according to the adjustment process as follows:

1. Contract Capacity Increase. The effective Contract Capacity will be increased if either of the following occur:
 - (a) if the monthly average of the prior consecutive 12 month period Actual On Peak Demands exceeded the effective Contract Capacity plus 9 percent (9%), Company reserves the right to revise the Contract Capacity percentage margin based on future wholesale capacity market conditions and/or policy changes.
 - (b) Increases to Contract Capacity after the execution of an ESA are subject to generation and transmission capacity availability as determined at the sole discretion of the Company and subject to the Customer and Company agreement.
2. Contract Capacity Reductions. The Customer is subject to a Minimum On Peak Demand Charge as defined in this tariff and described in the ESA. The Customer may reduce the effective Contract Capacity or may reduce the Customer Load Ramp by providing twelve (12) months' notice to the Company and paying the Contract Capacity Reduction Payment as defined in this tariff below, as well as all amounts that may be due under the ESA.

CUSTOMER LOAD RAMP AND MINIMUM BILL

The maximum Load Ramp Period is up to five (5) years. Pursuant to the ESA, in each month after Company's Facilities are capable of energization, the Customer will be billed the greater of: (a) the on peak period demand; or (b) 75% of the Load Ramp Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein. After the Load Ramp Period, the Customer will be billed the greater of: (a) the actual metered on peak period demand to be billed; or (b) the Adjusted 75% of the Contract Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein.

TERMS AND CONDITIONS OF SERVICE

1. Alternating current service is provided at the following nominal voltages:
 - a. Transmission Transformed Voltage: Three phase from 2,400 volts up to but not including 69,000 volts, where service is provided at the Company's disconnecting means of a distribution substation transformer, or
 - b. Transmission Voltage: Three phase at 69,000 volts or higher.

Service voltage available in any given case is dependent upon voltage and capacity of Company lines in vicinity of customer's premises.

(Continued on Sheet No. 5-32.6)

**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.6

2. Transmission Transformed Service is available only to customers served by an exclusively dedicated distribution feeder. Customer will be responsible for the cost of all facilities necessary to interconnect at the Company's disconnecting means of a distribution substation transformer.
3. Transmission Service is available at transmission voltage, subject to the terms and conditions contained in the Company's General Rules and Regulations, Section 5.1(B).
4. Specification of Energy Delivered. Company will supply its requirements for transmission and transmission-transformed electric service in accordance with the ESA for Customer's use solely for the operation of electric equipment installed by Customer on the Customer Site in Company's Minnesota service territory.
5. Service Installation. Customer is responsible at its cost to provide certain capabilities or conditions prior to the Company's installation of service, as provided in the ESA, the General Rules and Regulations of Company, and/or in the Rate Schedule for Customer's specific service, as they now exist or may hereafter be changed on file with the Commission. Customer will enter into all necessary and appropriate agreements, consistent with Good Utility Practice.
6. Facilities Provided by Customer
 - a. Customer shall provide the facilities on the load side of the points of delivery which are necessary to receive and utilize firm electric service as reflected in the IA and the ESA.
 - b. Transmission Costs. Pursuant to the IA, Customer agrees to pay Company construction and interconnection costs in advance for necessary overhead or underground electric transmission extension facilities. Customer acknowledges that the Customer charges include interconnection, ongoing maintenance and related facilities charges necessary to maintain the interconnection facilities to a standard consistent with the Tariff and Good Utility Practices.
7. ESA Terms: At a minimum, every ESA shall include the following:
 - a. Contract Term, inclusive of Ramp Period.
 - b. Ramp Period length in years (limit of 5 years).
 - c. Size of contracted demand in kW;
 - d. Size of demand in kW during each year of Ramp Period;
 - e. Non-binding confidential anticipated kWh monthly forecast of energy, on and off peak energy and on peak demand
 - f. The connection point(s) of Company's and Customer's equipment at which Customer takes service ("Points of Delivery");
 - g. The voltage level(s) at which service will be supplied;
 - h. Monthly Minimum On Peak Demand Charge;
 - i. Rates which recover at least the incremental cost of providing service;
 - j. The terms and conditions of this Large General Time of Day Service Tariff, any terms or conditions that differ from or are in addition to the terms and conditions specified herein. All modified, additional or redacted terms and conditions must be approved by the Minnesota Public Utilities Commission.

(Continued on Sheet No. 5-32.7)

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**LARGE GENERAL TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 32.7

8. Termination. The ESA may be terminated in the following circumstances:
 - a. By mutual agreement of the parties;
 - b. Upon 24 months' notice by the Customer, subject to payment of exit fee;
 - c. By either Party in the event of any material breach of the ESA or the IA where such breach remains uncured for a period of 120 days after written notice;
 - d. Other circumstances as indicated in the ESA.
9. Exit Fee and Contract Capacity Reduction Payment. Early termination or Contract Capacity reduction shall incur fees calculated as the total of (i) the Effective Contract Capacity multiplied by (ii) the on peak demand charges contained in this rate schedule multiplied by (iii) seventy-five percent (75%) multiplied by (iv) the "Termination Period," defined as the lesser of the remaining contract months of the ESA Term or 120 months from the date of the Termination Notice as defined in the ESA.
10. Security/Risk Mitigation: At a minimum, the following security and risk mitigation requirements will be included in the ESA.
 - a. Sufficient credit support;
 - b. Minimum On Peak Demand Charges. The Minimum On Peak Demand Charges during and after the Load Ramp Period shall be the greater of (i) on peak period demand to be billed or (ii) 75% of the Effective Contract Capacity, multiplied by the effective firm demand charge during the month for which the bill is rendered.
11. Grid Stability. Customer acknowledges and agrees that electric service provided under this tariff is subject to Under Frequency Load Shedding requirements as provided in the ESA.

ASSIGNMENT

Subject to meeting the requirements defined in the ESA and IA, Customer is allowed to assign to a successor or affiliate the rights and responsibilities under this tariff and the executed ESA and IA, upon reasonable terms and conditions that the Company may impose including appropriate security and credit requirements.

Redline

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**LARGE PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 47.2

APPLICABILITY-MANDATORY

Effective _____, this rate schedule is mandatory for any non-residential customer seeking peak controlled service by establishing new or additional electric service after MM, DD, YYYY when such customer has new demand equal to or greater than 100,000 kW, based on demand identified in an interconnection agreement. For any such customer to be able to receive electrical service, the customer must also have a signed Electric Service Agreement (ESA) implementing this AXX Rate Code. In the event that the ESA has any provision that conflicts with this tariff, then the tariff shall control. Availability is restricted to customers with a minimum controllable demand of 3,000 kW.

The Interconnection Agreement (IA) applicable here addresses the cost of the Company building and maintaining its facilities to allow safe and reliable service for the customer.

The ESA and IA for each Customer are subject to approval by the Minnesota Public Utilities Commission. Upon approval, the effective dates are defined by the terms in each agreement.

DETERMINATION OF QUALIFYING DEMAND

The customer meets the new demand requirements of this rate schedule based on an interconnection agreement for full capacity, including any ramp period, which is defined in the ESA ("Load Ramp Period"). The Company will exercise reasonable discretion when choosing to aggregate premises for purposes of determining eligibility under this rate schedule, with such discretion based on factors including, but not limited to, projects being considered under the same customer parent name or affiliate/subsidiary anywhere within the Company's territory in Minnesota.

TERM

Customers subject to this tariff must enter into an ESA with an initial term of at least fifteen (15) years, inclusive of any Load Ramp Period of up to a maximum of five (5) years. For electrical service beyond the initial term, customers with demand equal to or greater than 100,000 kW have the option of remaining on Large Peak Controlled Time of Day Service or moving to Large General Time of Day Service. A subsequent ESA will be required.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, and voltage discounts. Details regarding the specific charges applicable to this service are listed below.

RATE

Customer Charge per Month	\$9,000.00
Service at Secondary Voltage	
Energy Charge per kWh	
On Peak Period Energy	\$0.02751
Off Peak Period Energy	\$0.01448

(Continued on Sheet No. 5-47.3)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**LARGE PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 47.3

RATE (Continued)

	<u>Tier 1</u>	<u>Tier 2</u>
<u>Demand Charge per Month per kW</u>		
<u>On Peak Period Demand</u>		
<u>Firm Demand</u>		
<u>June - September</u>	<u>\$29.25</u>	<u>\$29.25</u>
<u>Other Months</u>	<u>\$24.66</u>	<u>\$24.66</u>
<u>Controllable Demand (Jan-Dec)</u>		
<u>Level A: < 65% PF</u>	<u>Not Available</u>	<u>\$23.06</u>
<u>Level B: > 65% and < 85% PF</u>	<u>\$21.21</u>	<u>\$21.93</u>
<u>Level C: > 85% PF</u>	<u>\$20.58</u>	<u>\$21.39</u>
<u>Short Notice Rider</u>	<u>\$20.08</u>	<u>Not Available</u>
<u>Off Peak Period Demand in Excess of</u>	<u>\$3.35</u>	<u>\$3.35</u>
<u>On Peak Period Demand (Jan-Dec)</u>		
	<u>January - December</u>	
<u>Voltage Discounts per Month</u>	<u>Per kW</u>	<u>Per kWh</u>
<u>Transmission Transformed Voltage</u>	<u>\$2.35</u>	<u>\$0.00334</u>
<u>Transmission Voltage</u>	<u>\$3.35</u>	<u>\$0.00329</u>

INCREMENTAL COST TEST

An Incremental Cost Test is required prior to service under this tariff.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

FUEL CLAUSE

Bills are subject to the adjustments provided for in the Fuel Clause Rider.

RESOURCE ADJUSTMENT

Bills are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider, and the Mercury Cost Recovery Rider.

ENVIRONMENTAL IMPROVEMENT RIDER

Bills are subject to the adjustments provided for in the Environmental Improvement Rider.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

(Continued on Sheet No. 5-47.4)

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**LARGE PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 47.4

LOW INCOME ENERGY DISCOUNT RIDER

Bills are subject to the adjustment provided for in the Low Income Energy Discount Rider.

SALES TRUE-UP RIDER

Bills are subject to the adjustments provided for in the Sales True-Up Rider.

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

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

DEFINITION OF PEAK PERIODS

The on peak period is defined as those hours between 9:00 a.m. and 9:00 p.m. Monday through Friday, except for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a designated holiday occurs on Saturday, the preceding Friday will be designated a holiday. When a designated holiday occurs on Sunday, the following Monday will be designated a holiday. The off peak period is defined as all other hours. Definition of on peak and off peak period is subject to change with change in Company's system operating characteristics.

DEFINITION OF PERFORMANCE FACTOR (PF)

Performance factor is defined in percentage terms as a numerator for the average unadjusted maximum demand during July and August less the customer's Predetermined Demand Level divided by a denominator for the maximum annual unadjusted Controllable Demand. The numerator is calculated by averaging the 6 highest customer demand days during the calendar months of July and August (3 days from July and 3 days from August) whereby the highest days shall be the customer's greatest 15-minute load intervals recorded from 1:00 p.m. to 7:00 p.m. (13:00 to 19:00) on non-holiday weekdays; this average is then reduced by the customer's Predetermined Demand Level for the same period. The numerator is then divided by the denominator which is calculated as the customer's maximum annual unadjusted highest 15-minute interval demand less the customer's Predetermined Demand Level. Customers claiming permanent load shifts must provide verifiable documentation to Company in compliance with Company's established criteria.

$$PF\% = \frac{[Average(Six highest non holiday demand weekdays)_{13:00-19:00}^{Jul-Aug} - PDL]}{\langle Maximum annual unadjusted demand - PDL \rangle}$$

DETERMINATION OF DEMAND

Maximum Actual On Peak Period Demand in kW shall be the greatest 15-minute load for the on peak period during the billing month for which the bill is rendered.

Adjusted On Peak Period Demand in kW for billing purposes shall be determined by dividing the Maximum Actual On Peak Period Demand by the power factor expressed in percent but not more than 95%, multiplying the quotient so obtained by 95%, and rounding to the nearest whole kW. In no month shall the on peak period demand to be billed be less than the current month's Adjusted On Peak Demand in kW, or 75% of the Load Ramp Capacity or Contract Capacity as defined for that time period in the ESA.

(Continued on Sheet No. 5-47.5)

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Maximum Actual Off Peak Period Demand in kW shall be the greatest 15-minute load for the off peak period during the billing month rounded to the nearest whole kW. In no month shall the off peak period demand for billing purposes be considered as less than the current month's actual off peak period demand in kW.

Off Peak Period Demand in Excess of On Peak Period Demand in kW to be billed shall be determined by subtracting the on peak period demand to be billed from the actual off peak period demand only if the off peak period demand is greater.

Predetermined Demand shall be specified and agreed to by the customer and Company. Customer's Adjusted On Peak Period Demand must not exceed the predetermined demand level (PDL) during a control period.

Standard PDL customers must agree to a fixed demand level and limit load to that level during a control period.

Optional PDL customers must agree to reduce demand by a fixed amount during a control period. Customer's Firm Demand will vary from month-to-month while the Controllable Demand remains fixed each month. The Firm Demand will be the Adjusted Demand (based on the Maximum Actual Demand for the month) less the fixed amount of Controllable Demand. Customer's PDL will be the monthly adjusted on peak demand less the fixed load reduction. Customers selecting the Optional PDL must either be equipped with back-up generation to provide the fixed load reduction or have a specific load that can be separately sub-metered and has an annual load factor of 90% or greater.

Firm Demand for the billing month shall be the lesser of Predetermined Demand or Adjusted on Peak Period Demand, except in months when the customer fails to control load to Predetermined Demand Level when requested by Company. In these months, Firm Demand shall be the adjusted on peak period demand established during the control period. For Optional PDL customers, Firm Demand shall be Adjusted On Peak Demand less Controllable Demand, except in months when the customer fails to control the full amount of their fixed Controllable Demand. In these months, the Firm Demand shall be the Adjusted On Peak Period Demand less the amount of Demand that was controlled as shown by meter measurement.

Controllable Demand shall be the difference between Adjusted On Peak Period Demand during the billing month and the greater of contracted Predetermined Demand or firm demand during the billing month for which the bill is rendered, but never less than zero.

Minimum On Peak Demand to be billed each month as either Firm Demand, Controllable Demand, or combination of both shall not be less than the current month's Adjusted On Peak Period Demand in kW.

POWER FACTOR

The power factor for the month shall be determined by permanently installed metering equipment.

TIER 1 ENERGY CONTROLLED SERVICE

Tier 1 Energy Controlled Service is available under this schedule subject to the provisions contained in the Tier 1 Energy Controlled Service Rider.

(Continued on Sheet No. 5-47.6)

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RATE CODE AXX**

Section No. 5
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TIER 1 PEAK CONTROLLED SHORT NOTICE

Tier 1 Peak Controlled Short Notice option is available under this schedule subject to the provisions contained in the Tier 1 Peak Controlled Short Notice Rider.

COMPETITIVE SERVICE

Competitive service is available under this schedule subject to the provisions contained in the Competitive Response Rider, where applicable.

OTHER PROVISIONS

Large Peak Controlled Time of Day Service is also subject to provisions contained in Rules for Application of Peak Controlled and Large Peak Controlled Services.

CUSTOMER LOAD FORECAST

Customer is required to provide to Company a good-faith, commercially reasonable, non-binding confidential five-year Load Forecast estimate of monthly expected energy, on and off peak energy, and on peak demand for the Customer Site biannually by January 1 and June 1, beginning upon the Effective Date of the ESA, and as requested by the Company within 30 days of such request, up to two (2) times per year. For clarity purposes, use of the word "confidential" in this Tariff shall mean that such information shall be marked "Highly Confidential – Trade Secret" consistent with the meaning and effect afforded such treatment under Minnesota Statute Chapter 13.

CAPACITY REVISIONS AND AMENDMENTS

The effective "Contract Capacity," defined as monthly on-peak load as reflected in the ESA, is subject to periodic revision or amendment according to the adjustment process as follows:

1. Contract Capacity Increase. The effective Contract Capacity will be increased if either of the following occur:
 - (a) if the monthly average of the prior consecutive 12 month period Maximum Actual On Peak Demands exceeded the effective Contract Capacity plus 9 percent (9%), Company reserves the right to revise the Contract Capacity percentage margin based on future wholesale capacity market conditions and/or policy changes.
 - (b) Increases to Contract Capacity after the execution of an ESA are subject to generation and transmission capacity availability as determined at the sole discretion of the Company and subject to the Customer and Company agreement.
2. Contract Capacity Reductions. The Customer is subject to a Minimum On Peak Demand charge as defined in this tariff and described in the ESA. The Customer may reduce the effective Contract Capacity or may reduce the Customer Load Ramp by providing twelve (12) months' notice to the Company and paying the Contract Capacity Reduction Payment as defined in this tariff as well as all amounts that may be due under the ESA.

CUSTOMER LOAD RAMP AND MINIMUM BILL

The maximum Load Ramp Period is up to five (5) years. In each month after Company's Facilities are capable of energization as defined in the ESA, the Customer will be billed the greater of: (a) the on peak period demand to be billed; or (b) 75% of the Load Ramp Capacity multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein. After the Load Ramp Period, the Customer will be billed the greater of: (a) the actual metered on peak period demand to be billed; or (b) the Adjusted 75% of the Contract Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein.

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Section No. 5
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TERMS AND CONDITIONS OF SERVICE

1. Alternating current service is provided at the following nominal voltages:
 - a. Transmission Transformed Voltage: Three phase from 2,400 volts up to but not including 69,000 volts, where service is provided at the Company's disconnecting means of a distribution substation transformer, or
 - b. Transmission Voltage: Three phase at 69,000 volts or higher.

Service voltage available in any given case is dependent upon voltage and capacity of Company lines in vicinity of customer's premises.
2. Transmission Transformed Service is available only to customers served by an exclusively dedicated distribution feeder. Customer will be responsible for the cost of all facilities necessary to interconnect at the Company's disconnecting means of a distribution substation transformer.
3. Transmission Service is available at transmission voltage, subject to the terms and conditions contained in the Company's General Rules and Regulations, Section 5.1(B).
4. Specification of Energy Delivered. Company will supply its requirements for transmission and transmission-transformed electric service in accordance with the ESA for Customer's use solely for the operation of electric equipment installed by Customer on the Customer Site in Company's Minnesota service territory.
5. Service Installation. Customer is responsible at its cost to provide certain capabilities or conditions prior to the Company's installation of service, as provided in the ESA, the General Rules and Regulations of Company, and/or in the Rate Schedule for Customer's specific service, as they now exist or may hereafter be changed on file with the Commission. Customer will enter into all necessary and appropriate agreements, consistent with Good Utility Practice.
6. Facilities Provided by Customer
 - a. Customer shall provide the facilities on the load side of the points of delivery which are necessary to receive and utilize firm electric service as reflected in the IA and the ESA.
 - b. Transmission Costs. Pursuant to the IA, Customer agrees to pay Company construction and interconnection costs in advance for necessary overhead or underground electric transmission extension facilities. Customer acknowledges that the Customer charges include interconnection, ongoing maintenance and related facilities charges necessary to maintain the interconnection facilities to a standard consistent with the Tariff and Good Utility Practices.

(Continued on Sheet No. 5-47.8)

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**LARGE PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 47.8

7. ESA Terms: At a minimum, every ESA shall include the following:
- a. Contract Term, inclusive of Ramp Period.
 - b. Ramp Period length in years (limit of 5 years).
 - c. Size of contracted demand in kW;
 - d. Size of demand in kW during each year of Ramp Period;
 - e. Non-binding confidential anticipated kWh monthly forecast of energy, on and off peak energy and on peak demand;
 - f. The connection point(s) of Company's and Customer's equipment at which Customer takes service ("Points of Delivery");
 - g. The voltage level(s) at which service will be supplied;
 - h. Monthly Minimum On Peak Demand Charge;
 - i. Rates which recover at least the incremental cost of providing service;
 - j. The terms and conditions of this Large Peak Controlled Time of Day Service Tariff, any terms or conditions that differ from or are in addition to the terms and conditions specified herein. All modified, additional or redacted terms and conditions must be approved by the Minnesota Public Utilities Commission.
8. Termination. The ESA may be terminated in the following circumstances:
- a. By mutual agreement of the parties;
 - b. Upon 12 months' notice by the Customer, subject to payment of exit fee;
 - c. By either Party in the event of any material breach of the ESA or the IA where such breach remains uncured for a period of 120 days after written notice;
 - d. Other circumstances as indicated in the ESA.
9. Exit Fee and Contract Capacity Reduction Payment. Early termination or Contract Capacity reduction shall incur fees calculated as the total of (i) the Effective Contract Capacity multiplied by (ii) the on-peak demand charges contained in this rate schedule multiplied by (iii) seventy-five percent (75%) multiplied by (iv) the "Termination Period," defined as the lesser of the remaining contract months of the ESA Term or 120 months from the date of Termination Notice as defined in the ESA.
10. Security/Risk Mitigation: At a minimum, the following security and risk mitigation requirements will be included in the ESA
- a. Sufficient credit support;
 - b. Minimum On Peak Demand Charges. The Minimum On Peak Demand Charges during and after the Load Ramp Period shall be the greater of (i) on peak period demand to be billed or (ii) 75% of the Effective Contract Capacity, multiplied by the effective firm demand charge during the month for which the bill is rendered.
11. Grid Stability: Customer acknowledges and agrees that electric service provided under this tariff is subject to Under Frequency Load Shedding requirements as provided in the ESA.

ASSIGNMENT

Subject to meeting the requirements defined in the ESA and IA, Customer is allowed to assign to a successor or affiliate the rights and responsibilities under this tariff and the executed ESA and IA, upon reasonable terms and conditions that the Company may impose including appropriate security and credit requirements.

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**LARGE PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 47.2

APPLICABILITY-MANDATORY

Effective _____, this rate schedule is mandatory for any non-residential customer seeking peak controlled service by establishing new or additional electric service after MM, DD, YYYY when such customer has new demand equal to or greater than 100,000 kW, based on demand identified in an interconnection agreement. For any such customer to be able to receive electrical service, the customer must also have a signed Electric Service Agreement (ESA) implementing this AXX Rate Code. In the event that the ESA has any provision that conflicts with this tariff, then the tariff shall control. Availability is restricted to customers with a minimum controllable demand of 3,000 kW.

The Interconnection Agreement (IA) applicable here addresses the cost of the Company building and maintaining its facilities to allow safe and reliable service for the customer.

The ESA and IA for each Customer are subject to approval by the Minnesota Public Utilities Commission. Upon approval, the effective dates are defined by the terms in each agreement.

DETERMINATION OF QUALIFYING DEMAND

The customer meets the new demand requirements of this rate schedule based on an interconnection agreement for full capacity, including any ramp period, which is defined in the ESA ("Load Ramp Period"). The Company will exercise reasonable discretion when choosing to aggregate premises for purposes of determining eligibility under this rate schedule, with such discretion based on factors including, but not limited to, projects being considered under the same customer parent name or affiliate/subsidiary anywhere within the Company's territory in Minnesota.

TERM

Customers subject to this tariff must enter into an ESA with an initial term of at least fifteen (15) years, inclusive of any Load Ramp Period of up to a maximum of five (5) years. For electrical service beyond the initial term, customers with demand equal to or greater than 100,000 kW have the option of remaining on Large Peak Controlled Time of Day Service or moving to Large General Time of Day Service. A subsequent ESA will be required.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, and voltage discounts. Details regarding the specific charges applicable to this service are listed below.

RATE

Customer Charge per Month	\$9,000.00
Service at Secondary Voltage	
Energy Charge per kWh	
On Peak Period Energy	\$0.02751
Off Peak Period Energy	\$0.01448

(Continued on Sheet No. 5-47.3)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**LARGE PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 47.3

RATE (Continued)

	<u>Tier 1</u>	<u>Tier 2</u>
Demand Charge per Month per kW		
On Peak Period Demand		
Firm Demand		
June - September	\$29.25	\$29.25
Other Months	\$24.66	\$24.66
Controllable Demand (Jan-Dec)		
Level A: < 65% PF	Not Available	\$23.06
Level B: \geq 65% and < 85% PF	\$21.21	\$21.93
Level C: \geq 85% PF	\$20.58	\$21.39
Short Notice Rider	\$20.08	Not Available
Off Peak Period Demand in Excess of On Peak Period Demand (Jan-Dec)	\$3.35	\$3.35
	<u>January - December</u>	
Voltage Discounts per Month	<u>Per kW</u>	<u>Per kWh</u>
Transmission Transformed Voltage	\$2.35	\$0.00334
Transmission Voltage	\$3.35	\$0.00329

INCREMENTAL COST TEST

An Incremental Cost Test is required prior to service under this tariff.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

FUEL CLAUSE

Bills are subject to the adjustments provided for in the Fuel Clause Rider.

RESOURCE ADJUSTMENT

Bills are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider, and the Mercury Cost Recovery Rider.

ENVIRONMENTAL IMPROVEMENT RIDER

Bills are subject to the adjustments provided for in the Environmental Improvement Rider.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

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LOW INCOME ENERGY DISCOUNT RIDER

Bills are subject to the adjustment provided for in the Low Income Energy Discount Rider.

SALES TRUE-UP RIDER

Bills are subject to the adjustments provided for in the Sales True-Up Rider.

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

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

DEFINITION OF PEAK PERIODS

The on peak period is defined as those hours between 9:00 a.m. and 9:00 p.m. Monday through Friday, except for the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a designated holiday occurs on Saturday, the preceding Friday will be designated a holiday. When a designated holiday occurs on Sunday, the following Monday will be designated a holiday. The off peak period is defined as all other hours. Definition of on peak and off peak period is subject to change with change in Company's system operating characteristics.

DEFINITION OF PERFORMANCE FACTOR (PF)

Performance factor is defined in percentage terms as a numerator for the average unadjusted maximum demand during July and August less the customer's Predetermined Demand Level divided by a denominator for the maximum annual unadjusted Controllable Demand. The numerator is calculated by averaging the 6 highest customer demand days during the calendar months of July and August (3 days from July and 3 days from August) whereby the highest days shall be the customer's greatest 15-minute load intervals recorded from 1:00 p.m. to 7:00 p.m. (13:00 to 19:00) on non-holiday weekdays; this average is then reduced by the customer's Predetermined Demand Level for the same period. The numerator is then divided by the denominator which is calculated as the customer's maximum annual unadjusted highest 15-minute interval demand less the customer's Predetermined Demand Level. Customers claiming permanent load shifts must provide verifiable documentation to Company in compliance with Company's established criteria.

$$PF\% = \frac{[Average(Six\ highest\ non\ holiday\ demand\ weekdays)_{Jul-Aug}^{13:00-19:00} - PDL]}{\langle Maximum\ annual\ unadjusted\ demand - PDL \rangle}$$

DETERMINATION OF DEMAND

Maximum Actual On Peak Period Demand in kW shall be the greatest 15-minute load for the on peak period during the billing month for which the bill is rendered.

Adjusted On Peak Period Demand in kW for billing purposes shall be determined by dividing the Maximum Actual On Peak Period Demand by the power factor expressed in percent but not more than 95%, multiplying the quotient so obtained by 95%, and rounding to the nearest whole kW. In no month shall the on peak period demand to be billed be less than the current month's Adjusted On Peak Demand in kW, or 75% of the Load Ramp Capacity or Contract Capacity as defined for that time period in the ESA.

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Section No. 5
Original Sheet No. 47.5

Maximum Actual Off Peak Period Demand in kW shall be the greatest 15-minute load for the off peak period during the billing month rounded to the nearest whole kW. In no month shall the off peak period demand for billing purposes be considered as less than the current month's actual off peak period demand in kW.

Off Peak Period Demand in Excess of On Peak Period Demand in kW to be billed shall be determined by subtracting the on peak period demand to be billed from the actual off peak period demand only if the off peak period demand is greater.

Predetermined Demand shall be specified and agreed to by the customer and Company. Customer's Adjusted On Peak Period Demand must not exceed the predetermined demand level (PDL) during a control period.

Standard PDL customers must agree to a fixed demand level and limit load to that level during a control period.

Optional PDL customers must agree to reduce demand by a fixed amount during a control period. Customer's Firm Demand will vary from month-to-month while the Controllable Demand remains fixed each month. The Firm Demand will be the Adjusted Demand (based on the Maximum Actual Demand for the month) less the fixed amount of Controllable Demand. Customer's PDL will be the monthly adjusted on peak demand less the fixed load reduction. Customers selecting the Optional PDL must either be equipped with back-up generation to provide the fixed load reduction or have a specific load that can be separately sub-metered and has an annual load factor of 90% or greater.

Firm Demand for the billing month shall be the lesser of Predetermined Demand or Adjusted on Peak Period Demand, except in months when the customer fails to control load to Predetermined Demand Level when requested by Company. In these months, Firm Demand shall be the adjusted on peak period demand established during the control period. For Optional PDL customers, Firm Demand shall be Adjusted On Peak Demand less Controllable Demand, except in months when the customer fails to control the full amount of their fixed Controllable Demand. In these months, the Firm Demand shall be the Adjusted On Peak Period Demand less the amount of Demand that was controlled as shown by meter measurement.

Controllable Demand shall be the difference between Adjusted On Peak Period Demand during the billing month and the greater of contracted Predetermined Demand or firm demand during the billing month for which the bill is rendered, but never less than zero.

Minimum On Peak Demand to be billed each month as either Firm Demand, Controllable Demand, or combination of both shall not be less than the current month's Adjusted On Peak Period Demand in kW.

POWER FACTOR

The power factor for the month shall be determined by permanently installed metering equipment.

TIER 1 ENERGY CONTROLLED SERVICE

Tier 1 Energy Controlled Service is available under this schedule subject to the provisions contained in the Tier 1 Energy Controlled Service Rider.

(Continued on Sheet No. 5-47.6)

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Section No. 5
Original Sheet No. 47.6

TIER 1 PEAK CONTROLLED SHORT NOTICE

Tier 1 Peak Controlled Short Notice option is available under this schedule subject to the provisions contained in the Tier 1 Peak Controlled Short Notice Rider.

COMPETITIVE SERVICE

Competitive service is available under this schedule subject to the provisions contained in the Competitive Response Rider, where applicable.

OTHER PROVISIONS

Large Peak Controlled Time of Day Service is also subject to provisions contained in Rules for Application of Peak Controlled and Large Peak Controlled Services.

CUSTOMER LOAD FORECAST

Customer is required to provide to Company a good-faith, commercially reasonable, non-binding confidential five-year Load Forecast estimate of monthly expected energy, on and off peak energy, and on peak demand for the Customer Site biannually by January 1 and June 1, beginning upon the Effective Date of the ESA, and as requested by the Company within 30 days of such request, up to two (2) times per year. For clarity purposes, use of the word "confidential" in this Tariff shall mean that such information shall be marked "Highly Confidential – Trade Secret" consistent with the meaning and effect afforded such treatment under Minnesota Statute Chapter 13.

CAPACITY REVISIONS AND AMENDMENTS

The effective "Contract Capacity," defined as monthly on-peak load as reflected in the ESA, is subject to periodic revision or amendment according to the adjustment process as follows:

1. Contract Capacity Increase. The effective Contract Capacity will be increased if either of the following occur:
 - (a) if the monthly average of the prior consecutive 12 month period Maximum Actual On Peak Demands exceeded the effective Contract Capacity plus 9 percent (9%), Company reserves the right to revise the Contract Capacity percentage margin based on future wholesale capacity market conditions and/or policy changes.
 - (b) Increases to Contract Capacity after the execution of an ESA are subject to generation and transmission capacity availability as determined at the sole discretion of the Company and subject to the Customer and Company agreement.
2. Contract Capacity Reductions. The Customer is subject to a Minimum On Peak Demand charge as defined in this tariff and described in the ESA. The Customer may reduce the effective Contract Capacity or may reduce the Customer Load Ramp by providing twelve (12) months' notice to the Company and paying the Contract Capacity Reduction Payment as defined in this tariff as well as all amounts that may be due under the ESA.

CUSTOMER LOAD RAMP AND MINIMUM BILL

The maximum Load Ramp Period is up to five (5) years. In each month after Company's Facilities are capable of energization as defined in the ESA, the Customer will be billed the greater of: (a) the on peak period demand to be billed; or (b) 75% of the Load Ramp Capacity multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein. After the Load Ramp Period, the Customer will be billed the greater of: (a) the actual metered on peak period demand to be billed; or (b) the Adjusted 75% of the Contract Capacity, multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges, as calculated pursuant to the Terms and Conditions of Service herein.

(Continued on Sheet No. 5-47.7)

**LARGE PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
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TERMS AND CONDITIONS OF SERVICE

1. Alternating current service is provided at the following nominal voltages:
 - a. Transmission Transformed Voltage: Three phase from 2,400 volts up to but not including 69,000 volts, where service is provided at the Company's disconnecting means of a distribution substation transformer, or
 - b. Transmission Voltage: Three phase at 69,000 volts or higher.

Service voltage available in any given case is dependent upon voltage and capacity of Company lines in vicinity of customer's premises.
2. Transmission Transformed Service is available only to customers served by an exclusively dedicated distribution feeder. Customer will be responsible for the cost of all facilities necessary to interconnect at the Company's disconnecting means of a distribution substation transformer.
3. Transmission Service is available at transmission voltage, subject to the terms and conditions contained in the Company's General Rules and Regulations, Section 5.1(B).
4. Specification of Energy Delivered. Company will supply its requirements for transmission and transmission-transformed electric service in accordance with the ESA for Customer's use solely for the operation of electric equipment installed by Customer on the Customer Site in Company's Minnesota service territory.
5. Service Installation. Customer is responsible at its cost to provide certain capabilities or conditions prior to the Company's installation of service, as provided in the ESA, the General Rules and Regulations of Company, and/or in the Rate Schedule for Customer's specific service, as they now exist or may hereafter be changed on file with the Commission. Customer will enter into all necessary and appropriate agreements, consistent with Good Utility Practice.
6. Facilities Provided by Customer
 - a. Customer shall provide the facilities on the load side of the points of delivery which are necessary to receive and utilize firm electric service as reflected in the IA and the ESA.
 - b. Transmission Costs. Pursuant to the IA, Customer agrees to pay Company construction and interconnection costs in advance for necessary overhead or underground electric transmission extension facilities. Customer acknowledges that the Customer charges include interconnection, ongoing maintenance and related facilities charges necessary to maintain the interconnection facilities to a standard consistent with the Tariff and Good Utility Practices.

(Continued on Sheet No. 5-47.8)

Date Filed: 07-16-25	By: Ryan J. Long	Effective Date:
EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation		
Docket No. E002/M-25-		Order Date:

**LARGE PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE AXX**

Section No. 5
Original Sheet No. 47.8

7. ESA Terms: At a minimum, every ESA shall include the following:
- Contract Term, inclusive of Ramp Period.
 - Ramp Period length in years (limit of 5 years).
 - Size of contracted demand in kW;
 - Size of demand in kW during each year of Ramp Period;
 - Non-binding confidential anticipated kWh monthly forecast of energy, on and off peak energy and on peak demand;
 - The connection point(s) of Company's and Customer's equipment at which Customer takes service ("Points of Delivery");
 - The voltage level(s) at which service will be supplied;
 - Monthly Minimum On Peak Demand Charge;
 - Rates which recover at least the incremental cost of providing service;
 - The terms and conditions of this Large Peak Controlled Time of Day Service Tariff, any terms or conditions that differ from or are in addition to the terms and conditions specified herein. All modified, additional or redacted terms and conditions must be approved by the Minnesota Public Utilities Commission.
8. Termination. The ESA may be terminated in the following circumstances:
- By mutual agreement of the parties;
 - Upon 12 months' notice by the Customer, subject to payment of exit fee;
 - By either Party in the event of any material breach of the ESA or the IA where such breach remains uncured for a period of 120 days after written notice;
 - Other circumstances as indicated in the ESA.
9. Exit Fee and Contract Capacity Reduction Payment. Early termination or Contract Capacity reduction shall incur fees calculated as the total of (i) the Effective Contract Capacity multiplied by (ii) the on-peak demand charges contained in this rate schedule multiplied by (iii) seventy-five percent (75%) multiplied by (iv) the "Termination Period," defined as the lesser of the remaining contract months of the ESA Term or 120 months from the date of Termination Notice as defined in the ESA.
10. Security/Risk Mitigation: At a minimum, the following security and risk mitigation requirements will be included in the ESA
- Sufficient credit support;
 - Minimum On Peak Demand Charges. The Minimum On Peak Demand Charges during and after the Load Ramp Period shall be the greater of (i) on peak period demand to be billed or (ii) 75% of the Effective Contract Capacity, multiplied by the effective firm demand charge during the month for which the bill is rendered.
11. Grid Stability: Customer acknowledges and agrees that electric service provided under this tariff is subject to Under Frequency Load Shedding requirements as provided in the ESA.

ASSIGNMENT

Subject to meeting the requirements defined in the ESA and IA, Customer is allowed to assign to a successor or affiliate the rights and responsibilities under this tariff and the executed ESA and IA, upon reasonable terms and conditions that the Company may impose including appropriate security and credit requirements.

Redline

**RULES FOR APPLICATION OF PEAK CONTROLLED
AND LARGE PEAK CONTROLLED SERVICES**

Section No. 5
~~8th~~9th Revised Sheet No. 48

1. Customer has the responsibility of controlling own load to Predetermined Demand Level.
2. Customer must allow Company to inspect and approve the load control installation and equipment provided by customer.
3. If controlled demand is 10,000 kW or larger, Company may require customer to:
 - a. Provide auxiliary contacts for remote indication of position of switch or circuit breaker used to control demand and wire auxiliary contacts into a connection point designated by Company,
 - b. Install the remote breaker indication equipment provided by Company, and
 - c. Provide a continuous 120 volt AC power source at the connection point for operation of the Company remote breaker indication equipment.
4. Customer must provide reliable contact information for the purpose of receiving control period notifications. N
5. Company will endeavor to give customer one hour notice of commencement of control period, and as much additional notice as is practical. However, control period may be commenced without notice should Company determine such action is necessary. T
6. Failure to Control Charge: An additional charge of \$8.00 (\$10.00 for Tier 1) per kW will apply during each Company specified control period to the amount by which customer's Maximum Adjusted Demand or Maximum Adjusted On Peak Period Demand exceeds their predetermined demand level. After three such customer failures to control load to their Predetermined Demand Level, Company reserves the right to increase the Predetermined Demand Level, or transfer customer to General Service, ~~or~~ General Time of Day Service, or Large General Time of Day Service and apply the cancellation charge specified in customer's Electric Service Agreement. T
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7. The duration and frequency of control periods shall be at the discretion of Company. Control periods will normally occur when:
 - a. Company expects a reasonable possibility of system load levels surpassing the level for which NSP has sufficient accredited capacity under the Midwest Reliability Organization (MRO) or any successor organization, including reserve requirements, or
 - b. In Company's opinion, the reliability of the system is endangered. T
8. The Company may at its discretion, perform an interruptible certification audit for the Midcontinent Independent System Operator (MISO) registration and will adhere to testing requirements as defined by MISO. The duration of interruptible certification audits shall not exceed four hours and will occur between June 1st and October 31st annually as part of the MISO registration for the next planning year. Customer load control requirements and service provisions for regular control periods apply to interruptible certification audits. N
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(Continued on Sheet No. 5-49)

Date Filed: 40-25-2407-16-25 By: ~~Christopher B. Clark~~Ryan J. Long Effective Date: 01-01-24
EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation
Docket No. E002/GR-21-630M-25- Order Date: 40-06-23

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF PEAK CONTROLLED
AND LARGE PEAK CONTROLLED SERVICES
(Continued)**

Section No. 5
~~7th~~8th Revised Sheet No. 49

9. Customer must execute an Electric Service Agreement with Company which will include:

Peak Controlled Service and Large Peak Controlled Service - Tier 1

- a. For Peak Controlled Service, a~~A~~ minimum initial 10 year term of service which includes a one year trial period and a three year cancellation notice effective after the initial term of service,
- a-b. For Large Peak Controlled Service, the term shall match the Customer's ESA term,
- b-c. The Predetermined Demand Level, or the fixed Controllable Demand if Optional PDL is selected which may be revised subject to approval by Company,
- c-d. Maximum 150 hours of interruption,
- d-e. Cancellation charge terms, and
- e-f. Control period notice.

Peak Controlled Service and Large Peak Controlled Service - Tier 2

- a. For Peak Controlled Service, a~~A~~ minimum initial five year term of service which includes a one year trial period and a six month cancellation notice effective after the initial term of service,
- a-b. For Large Peak Controlled Service, the term shall match the Customer's ESA term,
- b-c. The Predetermined Demand Level, or the fixed Controllable Demand if Optional PDL is selected which may be revised subject to approval by Company,
- c-d. Maximum 80 hours of interruption,
- d-e. Cancellation charge terms, and
- e-f. Control period notice.

10. Peak Controlled Service and Large Peak Controlled Service customers choosing the Tier 1 rate option will be subject to an additional monthly charge for a Company approved and installed two-way communications system. The system equipment allows NSP to determine remotely customer load levels and to notify customers of control periods.

11. Minimum Controllable Demand during the Company's peak season shall be 50 kW (A23, A24) and 3,000 kW (AXX).

12. Company shall not be liable for any loss or damage caused by or resulting from any interruption of service.

13. Company will determine, at a service location designated by Company, the number of services supplied. Customers requesting special facilities will be charged the additional costs incurred for such facilities.

(Continued on Sheet No. 5-50)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES FOR APPLICATION OF PEAK CONTROLLED

Section No. 5

AND LARGE PEAK CONTROLLED SERVICES

~~7th~~^{8th} Revised Sheet No. 50

(Continued)

14. Customers choosing the Predetermined Demand Level option requiring a fixed demand reduction will be subject to an additional charge for metering and billing when additional metering equipment is necessary. The additional charge is \$17.00 per month for an application using a single meter in close proximity to customer's service point. The additional charge for more complex applications will be based on the actual costs of the specific application. T
15. Company will maintain Firm Demand Charge rates at the General Service, ~~and~~ General Time of Day Service, and Large General Time of Day Service levels, whichever is applicable. T
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16. Any customer with generating equipment which is operated in parallel with the Company must comply with all requirements associated with parallel operations as specified in the General Rules and Regulations of the Company. T
17. Any load served by customer generation during Company requested control periods must be served by Company at all other times. T
18. Customers selecting Peak Controlled Services or Large Peak Controlled Services will normally remain at a specific Performance Factor level for a minimum of one year, subject to the Company's discretion. The Company may transfer customers between Performance Factor levels following verification of a customer's performance, as defined in the applicable rate schedule and as specified in the customer's Electric Service Agreement. This rate contemplates that increases in summer Controllable Demand, which thereby affect a customer's Performance Factor level, will be at sufficient consumption levels to yield a July and August calendar month load factor of 34% or greater. The Company reserves the right to limit the customer's eligibility to be on a higher Performance Factor level due to the above restriction. T
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Clean

**RULES FOR APPLICATION OF PEAK CONTROLLED
AND LARGE PEAK CONTROLLED SERVICES**

Section No. 5
9th Revised Sheet No. 48

1. Customer has the responsibility of controlling own load to Predetermined Demand Level.
2. Customer must allow Company to inspect and approve the load control installation and equipment provided by customer.
3. If controlled demand is 10,000 kW or larger, Company may require customer to:
 - a. Provide auxiliary contacts for remote indication of position of switch or circuit breaker used to control demand and wire auxiliary contacts into a connection point designated by Company,
 - b. Install the remote breaker indication equipment provided by Company, and
 - c. Provide a continuous 120 volt AC power source at the connection point for operation of the Company remote breaker indication equipment.
4. Customer must provide reliable contact information for the purpose of receiving control period notifications.
5. Company will endeavor to give customer one hour notice of commencement of control period, and as much additional notice as is practical. However, control period may be commenced without notice should Company determine such action is necessary.
6. Failure to Control Charge: An additional charge of \$8.00 (\$10.00 for Tier 1) per kW will apply during each Company specified control period to the amount by which customer's Maximum Adjusted Demand or Maximum Adjusted On Peak Period Demand exceeds their predetermined demand level. After three such customer failures to control load to their Predetermined Demand Level, Company reserves the right to increase the Predetermined Demand Level, or transfer customer to General Service, General Time of Day Service, or Large General Time of Day Service and apply the cancellation charge specified in customer's Electric Service Agreement. C
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7. The duration and frequency of control periods shall be at the discretion of Company. Control periods will normally occur when:
 - a. Company expects a reasonable possibility of system load levels surpassing the level for which NSP has sufficient accredited capacity under the Midwest Reliability Organization (MRO) or any successor organization, including reserve requirements, or
 - b. In Company's opinion, the reliability of the system is endangered.
8. The Company may at its discretion, perform an interruptible certification audit for the Midcontinent Independent System Operator (MISO) registration and will adhere to testing requirements as defined by MISO. The duration of interruptible certification audits shall not exceed four hours and will occur between June 1st and October 31st annually as part of the MISO registration for the next planning year. Customer load control requirements and service provisions for regular control periods apply to interruptible certification audits.

(Continued on Sheet No. 5-49)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF PEAK CONTROLLED
AND LARGE PEAK CONTROLLED SERVICES
(Continued)**

Section No. 5
8th Revised Sheet No. 49

9. Customer must execute an Electric Service Agreement with Company which will include:

Peak Controlled Service and Large Peak Controlled Service - Tier 1

- a. For Peak Controlled Service, a minimum initial 10 year term of service which includes a one year trial period and a three year cancellation notice effective after the initial term of service,
- b. For Large Peak Controlled Service, the term shall match the Customer's ESA term,
- c. The Predetermined Demand Level, or the fixed Controllable Demand if Optional PDL is selected which may be revised subject to approval by Company,
- d. Maximum 150 hours of interruption,
- e. Cancellation charge terms, and
- f. Control period notice.

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Peak Controlled Service and Large Peak Controlled Service - Tier 2

- a. For Peak Controlled Service, a minimum initial five year term of service which includes a one year trial period and a six month cancellation notice effective after the initial term of service,
- b. For Large Peak Controlled Service, the term shall match the Customer's ESA term,
- c. The Predetermined Demand Level, or the fixed Controllable Demand if Optional PDL is selected which may be revised subject to approval by Company,
- d. Maximum 80 hours of interruption,
- e. Cancellation charge terms, and
- f. Control period notice.

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10. Peak Controlled Service and Large Peak Controlled Service customers choosing the Tier 1 rate option will be subject to an additional monthly charge for a Company approved and installed two-way communications system. The system equipment allows NSP to determine remotely customer load levels and to notify customers of control periods.

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11. Minimum Controllable Demand during the Company's peak season shall be 50 kW (A23, A24) and 3,000 kW (AXX).

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12. Company shall not be liable for any loss or damage caused by or resulting from any interruption of service.

13. Company will determine, at a service location designated by Company, the number of services supplied. Customers requesting special facilities will be charged the additional costs incurred for such facilities.

(Continued on Sheet No. 5-50)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RULES FOR APPLICATION OF PEAK CONTROLLED
AND LARGE PEAK CONTROLLED SERVICES
(Continued)**

Section No. 5
8th Revised Sheet No. 50

-
14. Customers choosing the Predetermined Demand Level option requiring a fixed demand reduction will be subject to an additional charge for metering and billing when additional metering equipment is necessary. The additional charge is \$17.00 per month for an application using a single meter in close proximity to customer's service point. The additional charge for more complex applications will be based on the actual costs of the specific application.
15. Company will maintain Firm Demand Charge rates at the General Service, General Time of Day Service, and Large General Time of Day Service levels, whichever is applicable. C
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16. Any customer with generating equipment which is operated in parallel with the Company must comply with all requirements associated with parallel operations as specified in the General Rules and Regulations of the Company. T
17. Any load served by customer generation during Company requested control periods must be served by Company at all other times.
18. Customers selecting Peak Controlled Services or Large Peak Controlled Services will normally remain at a specific Performance Factor level for a minimum of one year, subject to the Company's discretion. The Company may transfer customers between Performance Factor levels following verification of a customer's performance, as defined in the applicable rate schedule and as specified in the customer's Electric Service Agreement. This rate contemplates that increases in summer Controllable Demand, which thereby affect a customer's Performance Factor level, will be at sufficient consumption levels to yield a July and August calendar month load factor of 34% or greater. The Company reserves the right to limit the customer's eligibility to be on a higher Performance Factor level due to the above restriction. C

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TIER 1 ENERGY CONTROLLED SERVICE RIDER
RATE CODE A27, AXX

Section No. 5
~~46th~~17th Revised Sheet No. 115

AVAILABILITY

Availability is restricted to customers who are taking service on the Tier 1 option of the Peak Controlled Time of Day Service and the Tier 1 option of the Large Peak Controlled Time of Day Service.

SALES TRUE-UP RIDER

Bills are subject to the adjustments provided for in the Sales True-Up Rider.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

RATE

The rates and provisions of Tier 1 of the Peak Controlled Time of Day Service schedule shall apply except that the on peak and off peak energy charges for secondary voltage are replaced as follows:

Energy Charge per kWh

Firm On Peak Period Energy	\$0.06538
Firm Off Peak Period Energy	\$0.03441
Controllable On Peak Period Energy	\$0.06237
Controllable Off Peak Period Energy	\$0.03287
Control Period Energy	\$0.09000

The rates and provisions of Tier 1 of the Large Peak Controlled Time of Day Service schedule shall apply except that the on peak and off peak energy charges for secondary voltage are replaced as follows:

Energy Charge per kWh

<u>Firm On Peak Period Energy</u>	<u>\$0.02751</u>
<u>Firm Off Peak Period Energy</u>	<u>\$0.01448</u>
<u>Controllable On Peak Period Energy</u>	<u>\$0.02450</u>
<u>Controllable Off Peak Period Energy</u>	<u>\$0.01294</u>
<u>Control Period Energy</u>	<u>\$0.09000</u>

INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

TERMS AND CONDITIONS OF SERVICE

1. Failure to Control Charge: Except as provided for under Control Period Energy Service described below, the following charges will apply in any month customer fails to control load to Predetermined Demand Level or fails to control the full amount of their fixed Controllable Demand under the Optional PDL:
 - a. An additional charge of \$10.00 per kW will apply during each Company specified control period to the amount by which customer's Maximum Adjusted Demand exceeds their Predetermined Demand Level, and
 - b. The Control Period Energy charge will apply to the energy used during the control period that is associated with the customer's Controllable Demand.

After three such customer failures to control load to their Predetermined Demand Level, Company reserves the right to increase the Predetermined Demand Level or remove customer from Tier 1 Energy Controlled Service Rider and apply the cancellation charge specified in customer's Electric Service Agreement.

(Continued on Sheet No. 5-116)

Date Filed: ~~11-01-24~~07-16-25

By: Ryan J. Long

Effective Date: ~~01-01-25~~

EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation

Docket No. E002/~~GR-24-320~~M-25-

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TIER 1 ENERGY CONTROLLED SERVICE RIDER

(Continued)

RATE CODE A27, AXX

Section No. 5

~~8th~~^{9th} Revised Sheet No. 116

TERMS AND CONDITIONS OF SERVICE (Continued)

2. The duration and frequency of interruption periods shall be at the discretion of Company. Interruption periods will normally occur at such times when:
 - a. Company is required to use generation equipment or to purchase power that results in production costs in excess of \$70 per MWH,
 - b. Company expects a reasonable possibility of system load levels surpassing the level for which NSP has sufficient accredited capacity under the Midwest Reliability Organization (MRO) or any successor organization, including reserve requirements, or
 - c. In Company's opinion, the reliability of the system is endangered.
3. Customer's Electric Service Agreement with Company will include a maximum of 300 hours of interruption per year.
4. All other provisions of Tier 1 of the Peak Controlled Time of Day Service and Tier 1 of the Large Peak Controlled Time of Day Service schedules s not in conflict with the Tier 1 Energy Controlled Service Rider shall apply.

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CONTROL PERIOD ENERGY SERVICE

AVAILABILITY

Available to Tier 1 Energy Controlled Service Rider customers for supply of Controllable Demand related energy during control periods. The Control Period Energy charge will apply when the Company is required to use generation equipment or to purchase power that results in production costs in excess of \$70 per MWh. Control Period Energy Service will not be available when Company expects system peak load conditions or during system emergencies.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

RATE

The control period energy charge will apply to all Controllable Demand related energy used during the control period.

TERMS AND CONDITIONS OF SERVICE

1. Control Period Energy Service will be available provided such service will not adversely affect firm service to any customer.
2. Company reserves the right to refuse or control the supply of Control Period Energy Service if its capacity is not adequate to furnish such service.

(Continued on Sheet No. 5-116.1)

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TIER 1 ENERGY CONTROLLED SERVICE RIDER

(Continued)

RATE CODE A27, ~~AXX~~

Section No. 5

~~5th~~^{6th} Revised Sheet No. 116.1

TERMS AND CONDITIONS OF SERVICE (Continued)

3. All other provisions of the Tier 1 Energy Controlled Service Rider not in conflict with Control Period Energy Service shall apply.
4. Company notice of commencement of control period will include notice of availability of Control Period Energy Service.

Date Filed: ~~11-02-15~~⁰⁷⁻¹⁶⁻²⁵ By: ~~Christopher B. Clark~~^{Ryan J. Long} Effective Date: ~~10-01-17~~
~~EVP, Chief Legal & Compliance Officer and~~ President, Northern States Power Company, a Minnesota corporation
Docket No. E002/~~GR-15-826~~^{M-25-} Order Date: ~~06-12-17~~

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**TIER 1 ENERGY CONTROLLED SERVICE RIDER
RATE CODE A27, AXX**

Section No. 5
17th Revised Sheet No. 115

AVAILABILITY

Availability is restricted to customers who are taking service on the Tier 1 option of the Peak Controlled Time of Day Service and the Tier 1 option of the Large Peak Controlled Time of Day Service.

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SALES TRUE-UP RIDER

Bills are subject to the adjustments provided for in the Sales True-Up Rider.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

RATE

The rates and provisions of Tier 1 of the Peak Controlled Time of Day Service schedule shall apply except that the on peak and off peak energy charges for secondary voltage are replaced as follows:

Energy Charge per kWh

Firm On Peak Period Energy	\$0.06538
Firm Off Peak Period Energy	\$0.03441
Controllable On Peak Period Energy	\$0.06237
Controllable Off Peak Period Energy	\$0.03287
Control Period Energy	\$0.09000

The rates and provisions of Tier 1 of the Large Peak Controlled Time of Day Service schedule shall apply except that the on peak and off peak energy charges for secondary voltage are replaced as follows:

Energy Charge per kWh

Firm On Peak Period Energy	\$0.02751
Firm Off Peak Period Energy	\$0.01448
Controllable On Peak Period Energy	\$0.02450
Controllable Off Peak Period Energy	\$0.01294
Control Period Energy	\$0.09000

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INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

TERMS AND CONDITIONS OF SERVICE

1. Failure to Control Charge: Except as provided for under Control Period Energy Service described below, the following charges will apply in any month customer fails to control load to Predetermined Demand Level or fails to control the full amount of their fixed Controllable Demand under the Optional PDL:
 - a. An additional charge of \$10.00 per kW will apply during each Company specified control period to the amount by which customer's Maximum Adjusted Demand exceeds their Predetermined Demand Level, and
 - b. The Control Period Energy charge will apply to the energy used during the control period that is associated with the customer's Controllable Demand.

After three such customer failures to control load to their Predetermined Demand Level, Company reserves the right to increase the Predetermined Demand Level or remove customer from Tier 1 Energy Controlled Service Rider and apply the cancellation charge specified in customer's Electric Service Agreement.

(Continued on Sheet No. 5-116)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**TIER 1 ENERGY CONTROLLED SERVICE RIDER
(Continued)
RATE CODE A27, AXX**

Section No. 5
9th Revised Sheet No. 116

TERMS AND CONDITIONS OF SERVICE (Continued)

2. The duration and frequency of interruption periods shall be at the discretion of Company. Interruption periods will normally occur at such times when:
 - a. Company is required to use generation equipment or to purchase power that results in production costs in excess of \$70 per MWH,
 - b. Company expects a reasonable possibility of system load levels surpassing the level for which NSP has sufficient accredited capacity under the Midwest Reliability Organization (MRO) or any successor organization, including reserve requirements, or
 - c. In Company's opinion, the reliability of the system is endangered.
3. Customer's Electric Service Agreement with Company will include a maximum of 300 hours of interruption per year.
4. All other provisions of Tier 1 of the Peak Controlled Time of Day Service and Tier 1 of the Large Peak Controlled Time of Day Service schedules not in conflict with the Tier 1 Energy Controlled Service Rider shall apply.

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CONTROL PERIOD ENERGY SERVICE

AVAILABILITY

Available to Tier 1 Energy Controlled Service Rider customers for supply of Controllable Demand related energy during control periods. The Control Period Energy charge will apply when the Company is required to use generation equipment or to purchase power that results in production costs in excess of \$70 per MWh. Control Period Energy Service will not be available when Company expects system peak load conditions or during system emergencies.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

RATE

The control period energy charge will apply to all Controllable Demand related energy used during the control period.

TERMS AND CONDITIONS OF SERVICE

1. Control Period Energy Service will be available provided such service will not adversely affect firm service to any customer.
2. Company reserves the right to refuse or control the supply of Control Period Energy Service if its capacity is not adequate to furnish such service.

(Continued on Sheet No. 5-116.1)

Date Filed: 07-16-25

By: Ryan J. Long

Effective Date:

EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-25-

Order Date:

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TIER 1 ENERGY CONTROLLED SERVICE RIDER
(Continued)
RATE CODE A27, AXX

Section No. 5
6th Revised Sheet No. 116.1

TERMS AND CONDITIONS OF SERVICE (Continued)

3. All other provisions of the Tier 1 Energy Controlled Service Rider not in conflict with Control Period Energy Service shall apply.
4. Company notice of commencement of control period will include notice of availability of Control Period Energy Service.

Date Filed: 07-16-25

By: Ryan J. Long

Effective Date:

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Redline

**CONSERVATION IMPROVEMENT PROGRAM
ADJUSTMENT RIDER**

Section No. 5
25th26th Revised Sheet No. 92

APPLICABILITY

Applicable to bills for electric service provided under the Company's retail rate schedules. Exemptions are as follows:

“Large Customer Facility” customers that have been exempted from the Company’s Conservation Improvement Program charges pursuant to Minn. Stat. 216B.241 subd. 1a (~~ab~~) shall receive a monthly exemption from conservation improvement program charges pursuant to Minn. Stat. 216B.16, subd. 6b Energy Conservation Improvement. Such monthly exemption will be effective beginning January 1 of the year following the grant of exemption. Upon exemption from conservation program charges, the “Large Customer Facility” customers can no longer participate in the Company’s Energy Conservation Improvement Program.

“Qualified large-scale data center” customers that pay the required fee under Minn. Stat. 216B.72 are exempt pursuant to Minn. Stat. 216B.241 subd. 1a (a) from the requirement to contribute to the Company’s Conservation Improvement Program. Upon exemption from conservation program charges, the “qualified large-scale data center” customers can no longer participate in the Company’s Energy Conservation Improvement Program.

RIDER

There shall be included on each non-exempt customer's monthly bill a Conservation Improvement Program (CIP) Adjustment, which shall be calculated by multiplying the monthly applicable billing kilowatt hours (kWh) by the CIP Adjustment Factor.

DETERMINATION OF CONSERVATION IMPROVEMENT PROGRAM ADJUSTMENT FACTOR

The CIP Adjustment Factor shall be calculated for each customer class by dividing the Recoverable Conservation Improvement Program Expense by the Projected Retail Sales for a designated recovery period. The factor may be adjusted annually with approval of the Minnesota Public Utilities Commission. The CIP Adjustment Factor for all rate schedules is:

All Classes	-\$0.000389 per kWh
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Recoverable Conservation Improvement Program Expense shall be the CIP expense not recovered through base rates as determined from the CIP Tracker account balance for a designated period. All costs appropriately charged to the CIP Tracker Account shall be eligible for recovery through this Rider. All revenues received from the CIP Adjustment Factor shall be credited to the CIP Tracker Account.

Projected Retail Sales shall be the estimated kilowatt-hour sales to all non-exempt customers for the designated recovery period.

(Continued on Sheet No. 5-92.1)

Date Filed: ~~10-10-2407-16-25~~ By: Ryan J. Long Effective Date: ~~12-01-24~~
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Docket No. E002/M-~~24-5025-~~ Order Date: ~~11-08-24~~

Clean

**CONSERVATION IMPROVEMENT PROGRAM
ADJUSTMENT RIDER**

Section No. 5
26th Revised Sheet No. 92

APPLICABILITY

Applicable to bills for electric service provided under the Company's retail rate schedules. Exemptions are as follows:

"Large Customer Facility" customers that have been exempted from the Company's Conservation Improvement Program charges pursuant to Minn. Stat. 216B.241 subd. 1a (a) shall receive a monthly exemption from conservation improvement program charges pursuant to Minn. Stat. 216B.16, subd. 6b Energy Conservation Improvement. Such monthly exemption will be effective beginning January 1 of the year following the grant of exemption. Upon exemption from conservation program charges, the "Large Customer Facility" customers can no longer participate in the Company's Energy Conservation Improvement Program.

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"Qualified large-scale data center" customers that pay the required fee under Minn. Stat. 216B.72 are exempt pursuant to Minn. Stat. 216B.241 subd. 1a (a) from the requirement to contribute to the Company's Conservation Improvement Program. Upon exemption from conservation program charges, the "qualified large-scale data center" customers can no longer participate in the Company's Energy Conservation Improvement Program.

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RIDER

There shall be included on each non-exempt customer's monthly bill a Conservation Improvement Program (CIP) Adjustment, which shall be calculated by multiplying the monthly applicable billing kilowatt hours (kWh) by the CIP Adjustment Factor.

DETERMINATION OF CONSERVATION IMPROVEMENT PROGRAM ADJUSTMENT FACTOR

The CIP Adjustment Factor shall be calculated for each customer class by dividing the Recoverable Conservation Improvement Program Expense by the Projected Retail Sales for a designated recovery period. The factor may be adjusted annually with approval of the Minnesota Public Utilities Commission. The CIP Adjustment Factor for all rate schedules is:

All Classes	-\$0.000389 per kWh
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Recoverable Conservation Improvement Program Expense shall be the CIP expense not recovered through base rates as determined from the CIP Tracker account balance for a designated period. All costs appropriately charged to the CIP Tracker Account shall be eligible for recovery through this Rider. All revenues received from the CIP Adjustment Factor shall be credited to the CIP Tracker Account.

Projected Retail Sales shall be the estimated kilowatt-hour sales to all non-exempt customers for the designated recovery period.

(Continued on Sheet No. 5-92.1)

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Order Date:

Redline

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TABLE OF CONTENTS

Section No. 1
~~13th~~14th Revised Sheet No. 1

Section	Item	Sheet No.
TITLE SHEET Title Sheet	
SECTION 1	TABLE OF CONTENTS	1-1
SECTION 2	CONTACT LIST	2-1
SECTION 3	INDEX OF COMPANY'S SERVICE AREA	3-1
SECTION 4	TECHNICAL AND SPECIAL TERMS AND ABBREVIATIONS	
	Definition of Symbols	4-1
	Classification of Customers	4-2
SECTION 5	RATE SCHEDULES	
	Table of Contents	TOC
	<u>RESIDENTIAL</u>	
	Residential Service	5-1
	Residential Time of Day Service	5-2
	Residential Time of Use Pilot Program Service	5-4.1
	Residential Electric Vehicle Service	5-5
	Electric Vehicle Home Service	5-7
	Voluntary Electric Vehicle Charger Service	5-8
	Residential Electric Vehicle Subscription Pilot Service	5-8.1
	Energy Controlled Service (Non-Demand Metered)	5-9
	Limited Off Peak Service	5-11
	Rules for Application of Residential Rates	5-13
	Automatic Protective Lighting Service	5-14
	Residential Optimize Your Charge	5-16
	<u>GENERAL</u>	
	Energy Controlled Service (Non-Demand Metered)	5-9
	Limited Off Peak Service	5-11
	Automatic Protective Lighting Service	5-14
	Small General Service	5-21
	Small General Time of Day Service	5-23
	General Service	5-26
	General Time of Day Service	5-29
	<u>Large General Time of Day Service</u>	<u>5-32.2</u>
	General Time of Use Service Pilot Program ...	5-33

(Continued on Sheet No. 1-2)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TABLE OF CONTENTS (Continued)

Section No. 1
~~14th~~15th Revised Sheet No. 2

<u>Section</u>	<u>Item</u>	<u>Sheet No.</u>
----------------	-------------	------------------

SECTION 5 RATE SCHEDULES (Continued)

GENERAL (Continued)

Peak Controlled Service	5-40
Peak Controlled Time of Day Service	5-44
<u>Large Peak Controlled Time of Day Service</u>	<u>5-47.2</u>
Rules for Application of Peak Controlled <u>and Large Peak Controlled</u> Services	5-48
Peak Flex Credit	5-50.1
Commercial Optimize Your Charge	5-50.6
Commercial Thermal Storage Pilot	5-50.11
Electric Vehicle Fleet Pilot Service	5-51
Electric Vehicle Public Charging Pilot Service	5-52
Multi-Dwelling Unit Electric Vehicle Service	5-52.4
Electric Service Public Charging Station Pilot	5-52.7
Resiliency Service Program	5-90

N
I
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MUNICIPAL

Light Rail Line Tariff	5-71
Street Lighting System Service	5-74
Street Lighting Energy Service (Closed)	5-76
Street Lighting Energy Service - Metered	5-78
Street Lighting Service - City of St. Paul	5-80
Rules for Application of Street Lighting Rates	5-82
Small Municipal Pumping Service	5-85
Municipal Pumping Service	5-87
Fire and Civil Defense Siren Service	5-89

(Continued on Sheet No. 1-3)

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MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

**RATE SCHEDULES
TABLE OF CONTENTS**

Section No. 5
~~48th~~19th Revised Sheet No. TOC-1

<u>Item</u>	<u>Sheet No.</u>	
<u>RESIDENTIAL</u>		
Residential	5-1	
Residential Time of Day	5-2	
Residential Time of Use Pilot Program Service	5-4.1	
Residential Electric Vehicle Service	5-5	
Electric Vehicle Home Service	5-7	
Voluntary Electric Vehicle Charger Service	5-8	
Residential Electric Vehicle Subscription Pilot Service	5-8.1	
Energy Controlled (Non-Demand Metered)	5-9	
Limited Off Peak	5-11	
Rules for Application of Residential Rates	5-13	
Automatic Protective Lighting	5-14	
Residential Optimize Your Charge... ..	5-16	
<u>GENERAL</u>		
Small General	5-21	
Small General Time of Day (Metered and Non-Metered)	5-23	
General	5-26	
General Time of Day	5-29	
<u>Large General Time of Day</u>	<u>5-32.2</u>	<u>N</u>
General Time of Use Service Pilot Program	5-33	
Peak Controlled	5-40	
Peak Controlled Time of Day	5-44	
<u>Large Peak Controlled Time of Day</u>	<u>5-47.2</u>	<u>N</u>
Rules for Application of Peak Controlled <u>and Large Peak Controlled Services</u>	5-48	<u>N</u>
Peak Flex Credit	5-50.1	<u>N</u>
Commercial Optimize Your Charge... ..	5-50.6	
Commercial Thermal Storage Pilot	5-50.11	<u>N</u>
Electric Vehicle Fleet Pilot Service	5-51	
Electric Vehicle Public Charging Pilot Service	5-52	
Multi-Dwelling Unit Electric Vehicle Service	5-52.4	
Electric Service Public Charging Station Pilot	5-52.7	
Resiliency Service Program	5-90	<u>N</u>
<u>MUNICIPAL</u>		
Light Rail Line Tariff	5-71	
Street Lighting System	5-74	
Street Lighting Energy (Closed)	5-76	
Street Lighting Energy (Metered)	5-78	
Street Lighting City of St. Paul	5-80	
Rules for Application of Street Lighting Rates	5-82	
Small Municipal Pumping	5-85	
Municipal Pumping	5-87	
Fire and Civil Defense Siren	5-89	

(Continued on Sheet No. TOC-2)

**GENERAL TIME OF DAY SERVICE
RATE CODE A15, A17, A19**

Section No. 5
~~29th~~^{30th} Revised Sheet No. 29

AVAILABILITY-MANDATORY

Effective November 1, 2007, this rate schedule is mandatory for any non-residential customer for general service having a 15-minute measured demand equal to or greater than 1,000 kW for at least 4 of the past 12 consecutive months. Customer will remain on this rate schedule on a mandatory basis unless their demand remains below 1,000 kW for 12 consecutive months. For any non-residential customer seeking new or additional electric general service after MM, DD, YYYY when such customer has new demand equal to or greater than 100,000 kW, based on demand identified in an interconnection agreement, either the Large General Time of Day Service (AXX) or Large Peak Controlled Time of Day Service (AXX) shall be mandatory.

AVAILABILITY-OPTIONAL

This rate schedule is optional for any non-residential customer for general service where customer is not required to be on a time-of-day rate.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

RATE

Customer Charge per Month – Time Of Day Metered (A15)	\$29.98	
-- kWh Metered (A17)	\$25.98	
-- Unmetered (A19)	\$21.98	
Service at Secondary Voltage	<u>Oct-May</u>	<u>Jun-Sep</u>
Demand Charge per Month per kW		
On Peak Period Demand	\$11.90	\$16.49
Off Peak Period Demand in Excess of On Peak Period Demand	\$3.35	\$3.35
Energy Charge per kWh		
On Peak Period Energy	\$0.06538	
Off Peak Period Energy	\$0.03441	
Energy Charge Credit per Month per kWh		
All kWh in Excess of 400 Hours Times the On Peak Period Billing Demand, Not to Exceed 50% of Total kWh	\$0.01825	
	<u>January - December</u>	
Voltage Discounts per Month	<u>Per kW</u>	<u>Per kWh</u>
Primary Voltage	\$0.70	\$0.00137
Transmission Transformed Voltage	\$2.35	\$0.00334
Transmission Voltage	\$3.35	\$0.00329

(Continued on Sheet No. 5-30)

Date Filed: ~~10-17-23~~⁰⁷⁻¹⁶⁻²⁵ By: ~~Christopher B. Clark~~^{Ryan J. Long} Effective Date: ~~01-01-24~~
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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

PEAK CONTROLLED SERVICE (Continued)
RATE CODE A23

Section No. 5
~~6th~~7th Revised Sheet No. 43

TIER 1 PEAK CONTROLLED SHORT NOTICE

Tier 1 Peak Controlled Short Notice is available under this schedule subject to the provisions contained in the Tier 1 Peak Controlled Short Notice Rider.

COMPETITIVE SERVICE

Competitive Service is available under this schedule subject to the provisions contained in the Competitive Response Rider.

OTHER PROVISIONS

Peak Controlled Service is also subject to provisions contained in Rules for Application of Peak Controlled and Large Peak Controlled Services.

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TERMS AND CONDITIONS OF SERVICE

1. Alternating current service is provided at the following nominal voltages:
 - a. Secondary Voltage: Single or three phase from 208 volts up to but not including 2,400 volts,
 - b. Primary Voltage: Three phase from 2,400 volts up to but not including 69,000 volts,
 - c. Transmission Transformed Voltage: Three phase from 2,400 volts up to but not including 69,000 volts, where service is provided at the Company's disconnecting means of a distribution substation transformer, or
 - d. Transmission Voltage: Three phase at 69,000 volts or higher.

Service voltage available in any given case is dependent upon voltage and capacity of Company lines in vicinity of customer's premises.

2. Transmission Transformed Service is available only to customers served by an exclusively dedicated distribution feeder. Customer will be responsible for the cost of all facilities necessary to interconnect at the Company's disconnecting means of a distribution substation transformer.
3. Transmission Service is available at transmission voltage, subject to the terms and conditions contained in the Company's General Rules and Regulations, Section 5.1(B).

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE A24**

Section No. 5
~~19th~~20th Revised Sheet No. 44

AVAILABILITY

Available to any non-residential customer for general service who agrees to control demand to a predetermined level whenever required by Company. Availability is restricted to customers with a minimum controllable demand of 50 kW.

AVAILABILITY-MANDATORY

Effective November 1, 2007, this rate schedule is mandatory for any Peak Controlled customer having a 15-minute measured demand equal to or greater than 1000 kW for at least 4 of the past 12 consecutive months. Customer will remain on this rate schedule on a mandatory basis unless their demand remains below 1000 kW for 12 consecutive months. Waivers to certain controllable load requirements, cancellation charges and notice requirements are in effect through December 31, 2020 or the end of the COVID-19 peacetime emergency as declared by the Governor, whichever is later. For any non-residential customer seeking new or additional electric general service after MM, DD, YYY when such customer has new demand equal to or greater than 100,000 kW, based on demand identified in an interconnection agreement, either the Large General Time of Day Service (AXX) or Large Peak Controlled Time of Day Service (AXX) shall be mandatory.

AVAILABILITY-OPTIONAL

This rate schedule is optional for any non-residential customer for general service where customer is not required to be on a time-of-day rate.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

RATE

Customer Charge per Month	\$60.00	R
Service at Secondary Voltage		
Energy Charge per kWh		
On Peak Period Energy	\$0.06538	R
Off Peak Period Energy	\$0.03441	R
Energy Charge Credit per Month per kWh		
All kWh in Excess of 400 Hours Times the	\$0.01825	R
Sum of All On Peak Period Billing Demands,		
Not to Exceed 50% of Total kWh		

(Continued on Sheet No. 5-45)

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25-

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

PEAK CONTROLLED TIME OF DAY SERVICE (Continued)
RATE CODE A24

Section No. 5
~~6th~~7th Revised Sheet No. 47.1

TIER 1 ENERGY CONTROLLED SERVICE

Tier 1 Energy Controlled Service is available under this schedule subject to the provisions contained in the Tier 1 Energy Controlled Service Rider.

TIER 1 PEAK CONTROLLED SHORT NOTICE

Tier 1 Peak Controlled Short Notice option is available under this schedule subject to the provisions contained in the Tier 1 Peak Controlled Short Notice Rider.

COMPETITIVE SERVICE

Competitive Service is available under this schedule subject to the provisions contained in the Competitive Response Rider.

OTHER PROVISIONS

Peak Controlled Time of Day Service is also subject to provisions contained in Rules for Application of Peak Controlled and Large Peak Controlled Services.

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TERMS AND CONDITIONS OF SERVICE

1. Alternating current service is provided at the following nominal voltages:
 - a. Secondary Voltage: Single or three phase from 208 volts up to but not including 2,400 volts,
 - b. Primary Voltage: Three phase from 2,400 volts up to but not including 69,000 volts,
 - c. Transmission Transformed Voltage: Three phase from 2,400 volts up to but not including 69,000 volts, where service is provided at the Company's disconnecting means of a distribution substation transformer, or
 - d. Transmission Voltage: Three phase at 69,000 volts or higher.

Service voltage available in any given case is dependent upon voltage and capacity of Company lines in vicinity of customer's premises.

2. Transmission Transformed Service is available only to customers served by an exclusively dedicated distribution feeder. Customer will be responsible for the cost of all facilities necessary to interconnect at the Company's disconnecting means of a distribution substation transformer.
3. Transmission Service is available at transmission voltage, subject to the terms and conditions contained in the Company's General Rules and Regulations, Section 5.1(B).

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

FUEL CLAUSE RIDER (Continued)

Section No. 5
~~24th~~22nd Revised Sheet No. 91.3

RATE SCHEDULES BY SERVICE CATEGORY

Residential

Residential (A00, A01, A03)
Residential TOD (A02, A04)
Residential TOU Pilot Program (A72, A74)
Energy Controlled (A05)
Limited Off-Peak (A06)
Residential Electric Vehicle (A08)
Residential Electric Vehicle Pilot (A80, A81)
Residential Electric Vehicle Subscription Pilot (A82, A83)

Commercial and Industrial Demand – Non-TOD

General (A14)
Peak Controlled (A23)
Municipal Pumping (A41)

Commercial and Industrial Non-Demand

Energy Controlled (A05)
Limited Off Peak (A06)
Small General (A09, A10, A11, A13)
Small General TOD (A12, A16, A18, A22)
Small Municipal Pumping (A40)
Fire and Civil Defense Siren (A42)
Multi-Dwelling Unit Electric Vehicle Service Pilot (A91, A92, A93)
Electric Service Public Charging Station Pilot (A94)

Commercial and Industrial Demand – TOD

General TOD (A15, A17, A19)
Large General TOD (AXX)
Peak Controlled TOD (A24)
Large Peak Controlled TOD (AXX)
Tier 1 Energy Controlled Rider (A27)
Light Rail Line (A29)
General TOU Pilot Program (A25, A26)

Electric Vehicle Fleet Pilot (A87, A88, A89)
Electric Vehicle Public Charging Pilot (A90)

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Outdoor Lighting

Automatic Protective (A07)
Street Lighting System (A30)
Street Lighting Energy (Closed) (A32)
Street Lighting Energy – Metered (A34)
Street Lighting - City of St. Paul (A37)

PROVISION OF FORECAST DATA

To assist commercial and industrial customers in budgeting and managing their energy costs, the Company will annually make available on May 1st a 24-month forecast of the fuel and purchased energy costs applicable to demand billed C&I customers under this Rider. The forecast period begins January 1st of the following year. This forecast will be provided only to customers who have signed a protective agreement with the Company.

**SUPPLEMENTAL GENERATION SERVICE RIDER
(Continued)**

Section No. 5
~~8th~~9th Revised Sheet No. 112

TERMS AND CONDITIONS OF SERVICE (Continued)

9. Customer will be allowed to take Supplemental Generation Energy from the Company at any time, up to the maximum contracted level of Supplemental Generation Demand, without incurring any usage demand charges except during the periods listed below.
10. In the event customer requires Supplemental Generation Service during one of the Company's energy control periods, customer will pay for the Supplemental Generation Energy used during the energy control period at the applicable control period energy rate as listed in Company's Energy Controlled Service tariff.

In the event customer requires Supplemental Generation Service during one of the Company's peak control periods, as defined in the Rules for Application of Peak Controlled and Large Peak Controlled Services, customer will pay for the Supplemental Generation Energy used during the peak control period at twice the applicable control period energy rate as listed in Company's Energy Controlled Service tariff plus a fee of \$10.00 per kW of maximum Supplemental Generation Capacity used during the peak control period.

However, if this use occurs at the times of Company's system peak hours in which the Company would have insufficient Accredited Capacity under the Midwest Reliability Organization (MRO) or any successor organization, and the Company incurs additional capacity costs as a result of such Supplemental Generation Service used by customer, customer shall pay Peak Demand Charges for the month in which such Supplemental Generation Service use occurs and for each of the five succeeding months, instead of the above listed demand charges and/or Reservation Fees. Such Peak Demand Charges shall be based upon the following:

- a. If customer has notified Company of the need to use Supplemental Generation Service at least three hours prior to Company's system peak hour, such Supplemental Generation Peak Demand charges shall be based on one-sixth of any additional capacity costs incurred by the Company as a result of using Supplemental Generation Service. Such additional capacity costs shall not include any after-the-fact capacity purchase costs incurred by the Company.
- b. If customer has not notified the Company of any need for Supplemental Generation Service at least three hours prior to the Company's system peak hour, such Supplemental Generation Peak Demand charges shall be based on one-sixth of any additional capacity costs or after-the-fact purchase costs incurred by the Company as a result of using Supplemental Generation Service. The demand for billing purposes for the succeeding five months shall be equal to the Supplemental Generation Demand placed on the system during the time of the Company's system peak hour.

(Continued on Sheet No. 5-113)

SUPPLEMENTAL GENERATION SERVICE RIDER
(Continued)

Section No. 5
~~7th~~^{8th} Revised Sheet No. 114

ADDITIONAL TERMS AND CONDITIONS ASSOCIATED WITH SCHEDULING MAINTENANCE

1. Supplemental Generation Service customers shall schedule maintenance of their power source during qualifying scheduled maintenance periods.
2. Qualifying Scheduled Maintenance Periods

Customers With Greater than 60 kW up to 10,000 kW of Contracted Standby and Supplemental Generation Capacity. Maintenance must occur within the calendar months of April, May, October, and November. Customer must provide Company with written notice of scheduled maintenance prior to the beginning of the maintenance period.

Customers With Greater Than 10,000 kW of Contracted Standby and Supplemental Generation Capacity. Maintenance must occur at a time period mutually agreed to by Company and customer. These time periods will normally not include those times when Company expects system seasonal peak load conditions to occur, nor at those times when Company is required to use generation equipment or to purchase power that results in production costs of \$70 or more per MWh. Customer shall provide an annual projection of scheduled maintenance to the Company. Customer shall be allowed changes or additions to this projection upon notice to the Company based on the following schedule:

<u>Outage Length</u>	<u>Required Notice</u>
Less than 48 hours	24 hours
2 days to 30 days	7 days
Over 30 days	90 days

3. The duration of qualifying scheduled maintenance periods may not exceed a total of six weeks in any 12 month period.
4. An additional charge shall apply if customer does not comply with all terms and conditions for qualifying scheduled maintenance periods. The additional charge shall be determined by calculating the additional charges which would have applied if customer were billed on the Unscheduled Maintenance Option for the period extending back to the customer's last scheduled maintenance period.
5. The demand charges of the base tariffs of General Service, ~~or~~ General Time of Day Service, or Large General Time of Day Service shall not apply to use of Supplemental Service during qualifying scheduled maintenance periods.

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MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

**PHOTOVOLTAIC DEMAND CREDIT RIDER
RATE CODE A85 (CLOSED)
RATE CODE A86**

Section No. 5
~~8th~~9th Revised Sheet No. 125

AVAILABILITY – GENERAL

Applicable by customer request to demand-metered commercial and industrial customers that use Solar Photovoltaic as a customer-sited generation source with a capacity greater than 40 kW (AC) with a single production meter to serve all or a portion of customer's electric energy requirements. Not available to customer-sited generation that is the subject of another incentive program such as Solar*Rewards.

AVAILABILITY – CLOSED RATE

Availability of the closed rate is limited to qualifying customer account locations that: 1) were receiving Standby Service Rider tariff service with the Photovoltaic Solar Credit on the date this Rider was originally approved by the Commission, or 2) have enrolled by submitting to the Company a complete interconnection application for a planned qualifying generation source before February 14, 2020. The closed rate will expire April 20, 2027. After expiration of the closed rate, the applicable standard rate will replace the closed rate.

The standard rate will apply to customer account locations that do not qualify for the closed rate. The standard rate may be revised at any time subject to approval by the Commission.

RATE

Customer Charge per Month \$25.98

Credit per kWh of Peak Period Solar Photovoltaic Generation (A85 - Closed)	\$0.071390
Credit per kWh of Peak Period Solar Photovoltaic Generation (A86 - Standard)	\$0.071129

INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

CREDIT KWH LIMIT

The maximum kWh applied to the Rider credit per kWh each billing period is the Peak Period maximum 15-minute Solar Photovoltaic kW output for the billing period times 100 hours for billing periods ending in the months of June, July, August or September and 75 hours for billing periods ending in other months.

CREDIT LIMIT

The maximum credit for each billing period is the applicable standard or on-peak billed demand charge from the base tariff associated with this Rider. For Peak-Controlled Service, ~~and~~ Peak-Controlled Time of Day Service, ~~and Large~~ Peak Controlled Time of Day Service customers, the maximum credit for each billing period is the billed demand charge for Firm Demand.

DEFINITION OF PEAK PERIOD

Peak period hours are the six hours between 1:00 p.m. and 7 p.m. for all days.

TERMS AND CONDITIONS OF SERVICE

- Customer will execute an Electric Service Agreement with the Company that will specify:
 - The base tariff associated with this Rider, and
 - The installed capacity (AC) of customer's Solar Photovoltaic generation.
- Company will install, own, and maintain the metering to measure the electric power and energy supplied by customer generation to allow for proper billing of the customer under this Rider. If, as a result of the customer's construction and installation of their generating facility, it is more practical for the customer to install some or all of the metering equipment required, the customer may be permitted to do so, subject to Company's approval of such equipment.
- Company reserves the right to limit availability of this Rider to customer situations where the Solar Photovoltaic generation used by customer does not significantly affect the monthly peak demand of customer.
- For Solar Photovoltaic generation, this Rider supersedes other Standby Service tariff provisions.

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By: Ryan J. Long

Effective Date: 01-01-25

EVP, Chief Legal & Compliance Officer and President, Northern States Power Company, a Minnesota corporation

Docket No. E002/GR-24-320M-25-

Order Date: 12-30-24

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TIER 1 PEAK CONTROLLED SHORT NOTICE RIDER

Section No. 5

~~12th~~13th Revised Sheet No. 126

AVAILABILITY

Availability is restricted to customers who are taking service on the Tier 1 option of Peak Controlled Service, ~~or~~ Peak Controlled Time of Day Service, or Large Peak Controlled Time of Day Service. Customers choosing service under this rider shall agree to allow the Company to interrupt customer's load to a predetermined level within 10 minutes notice of a control period. Availability is restricted to customers with a minimum certified controllable load of 3,000 kW. Participation is limited to 100,000 kW of controllable demand, which may be exceeded if part of a customer's controllable load is within the participation limit, subject to Company approval.

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CONTRACT

Customers must contract for this service rider through an Electric Service Agreement with Company. Contract period will normally be for 24 months.

RATE

The rates and provisions of Tier 1 of the applicable Peak Controlled Service schedule shall apply with the customer's Controllable Demand billed at the Short Notice Controllable Demand charge.

INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

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TERMS AND CONDITIONS OF SERVICE

1. Within 10-minutes of notification from the Company, customer's controllable load shall be curtailed by Company-initiated automatic control for the duration of the control period as determined by the Company.
2. Customers taking service under this rider will be required to certify their interruptible load as described below under Certification of Interruptible Load. Customer will cooperate fully with and assist in the required certification process. Failure of customer to assist in the certification process and/or failure to obtain certification of the Controllable Demand level will result in the customer being ineligible for this tariff.
3. Certification of Interruptible Load: To be eligible, the customer's interruptible load must complete an annual control test, prior to the beginning of the Company's summer peak load season. The control test must:
 - Demonstrate that the load is controlled by the Company from its control center;
 - That the load is curtailed within ten minutes of a Company declared control period.
 - The controlled load must remain off for at least four (4) hours in the first year of application and at least one (1) hour in subsequent years.
 - The timing of the control test will be coordinated with the customer but must be conducted at a time when the customer's load is at or near the level expected during actual control periods.

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Order Date: ~~12-30-24~~

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TABLE OF CONTENTS

Section No. 1
14th Revised Sheet No. 1

Section	Item	Sheet No.
TITLE SHEET Title Sheet	
SECTION 1	TABLE OF CONTENTS	1-1
SECTION 2	CONTACT LIST	2-1
SECTION 3	INDEX OF COMPANY'S SERVICE AREA	3-1
SECTION 4	TECHNICAL AND SPECIAL TERMS AND ABBREVIATIONS	
	Definition of Symbols	4-1
	Classification of Customers	4-2
SECTION 5	RATE SCHEDULES	
	Table of Contents	TOC
	<u>RESIDENTIAL</u>	
	Residential Service	5-1
	Residential Time of Day Service	5-2
	Residential Time of Use Pilot Program Service	5-4.1
	Residential Electric Vehicle Service	5-5
	Electric Vehicle Home Service	5-7
	Voluntary Electric Vehicle Charger Service	5-8
	Residential Electric Vehicle Subscription Pilot Service	5-8.1
	Energy Controlled Service (Non-Demand Metered)	5-9
	Limited Off Peak Service	5-11
	Rules for Application of Residential Rates	5-13
	Automatic Protective Lighting Service	5-14
	Residential Optimize Your Charge	5-16
	<u>GENERAL</u>	
	Energy Controlled Service (Non-Demand Metered)	5-9
	Limited Off Peak Service	5-11
	Automatic Protective Lighting Service	5-14
	Small General Service	5-21
	Small General Time of Day Service	5-23
	General Service	5-26
	General Time of Day Service	5-29
	Large General Time of Day Service	5-32.2
	General Time of Use Service Pilot Program	5-33

N

(Continued on Sheet No. 1-2)

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

TABLE OF CONTENTS (Continued)

Section No. 1
15th Revised Sheet No. 2

<u>Section</u>	<u>Item</u>	<u>Sheet No.</u>
SECTION 5	RATE SCHEDULES (Continued)	
	<u>GENERAL (Continued)</u>	
	Peak Controlled Service	5-40
	Peak Controlled Time of Day Service.....	5-44
	Large Peak Controlled Time of Day Service.....	5-47.2
	Rules for Application of Peak Controlled and Large Peak Controlled Services	5-48
	Peak Flex Credit	5-50.1
	Commercial Optimize Your Charge	5-50.6
	Commercial Thermal Storage Pilot.....	5-50.11
	Electric Vehicle Fleet Pilot Service	5-51
	Electric Vehicle Public Charging Pilot Service	5-52
	Multi-Dwelling Unit Electric Vehicle Service	5-52.4
	Electric Service Public Charging Station Pilot.....	5-52.7
	Resiliency Service Program	5-90
	 <u>MUNICIPAL</u>	
	Light Rail Line Tariff.....	5-71
	Street Lighting System Service.....	5-74
	Street Lighting Energy Service (Closed).....	5-76
	Street Lighting Energy Service - Metered	5-78
	Street Lighting Service - City of St. Paul.....	5-80
	Rules for Application of Street Lighting Rates	5-82
	Small Municipal Pumping Service	5-85
	Municipal Pumping Service	5-87
	Fire and Civil Defense Siren Service	5-89

N
T

(Continued on Sheet No. 1-3)

MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

**RATE SCHEDULES
TABLE OF CONTENTS**

Section No. 5
19th Revised Sheet No. TOC-1

<u>Item</u>	<u>Sheet No.</u>	
<u>RESIDENTIAL</u>		
Residential	5-1	
Residential Time of Day	5-2	
Residential Time of Use Pilot Program Service	5-4.1	
Residential Electric Vehicle Service	5-5	
Electric Vehicle Home Service	5-7	
Voluntary Electric Vehicle Charger Service	5-8	
Residential Electric Vehicle Subscription Pilot Service	5-8.1	
Energy Controlled (Non-Demand Metered)	5-9	
Limited Off Peak	5-11	
Rules for Application of Residential Rates	5-13	
Automatic Protective Lighting	5-14	
Residential Optimize Your Charge... ..	5-16	
<u>GENERAL</u>		
Small General	5-21	
Small General Time of Day (Metered and Non-Metered)	5-23	
General	5-26	
General Time of Day	5-29	
Large General Time of Day	5-32.2	N
General Time of Use Service Pilot Program	5-33	
Peak Controlled	5-40	
Peak Controlled Time of Day	5-44	
Large Peak Controlled Time of Day	5-47.2	N
Rules for Application of Peak Controlled and Large Peak Controlled Services	5-48	T
Peak Flex Credit	5-50.1	
Commercial Optimize Your Charge... ..	5-50.6	
Commercial Thermal Storage Pilot	5-50.11	
Electric Vehicle Fleet Pilot Service	5-51	
Electric Vehicle Public Charging Pilot Service	5-52	
Multi-Dwelling Unit Electric Vehicle Service	5-52.4	
Electric Service Public Charging Station Pilot	5-52.7	
Resiliency Service Program	5-90	
<u>MUNICIPAL</u>		
Light Rail Line Tariff	5-71	
Street Lighting System	5-74	
Street Lighting Energy (Closed)	5-76	
Street Lighting Energy (Metered)	5-78	
Street Lighting City of St. Paul	5-80	
Rules for Application of Street Lighting Rates	5-82	
Small Municipal Pumping	5-85	
Municipal Pumping	5-87	
Fire and Civil Defense Siren	5-89	

(Continued on Sheet No. TOC-2)

**GENERAL TIME OF DAY SERVICE
RATE CODE A15, A17, A19**

Section No. 5
30th Revised Sheet No. 29

AVAILABILITY-MANDATORY

Effective November 1, 2007, this rate schedule is mandatory for any non-residential customer for general service having a 15-minute measured demand equal to or greater than 1,000 kW for at least 4 of the past 12 consecutive months. Customer will remain on this rate schedule on a mandatory basis unless their demand remains below 1,000 kW for 12 consecutive months. For any non-residential customer seeking new or additional electric general service after MM, DD, YYYY when such customer has new demand equal to or greater than 100,000 kW, based on demand identified in an interconnection agreement, either the Large General Time of Day Service (AXX) or Large Peak Controlled Time of Day Service (AXX) shall be mandatory.

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AVAILABILITY-OPTIONAL

This rate schedule is optional for any non-residential customer for general service where customer is not required to be on a time-of-day rate.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

RATE

Customer Charge per Month – Time Of Day Metered (A15)	\$29.98	
-- kWh Metered (A17)	\$25.98	
-- Unmetered (A19)	\$21.98	
Service at Secondary Voltage	<u>Oct-May</u>	<u>Jun-Sep</u>
Demand Charge per Month per kW		
On Peak Period Demand	\$11.90	\$16.49
Off Peak Period Demand in Excess of On Peak Period Demand	\$3.35	\$3.35
Energy Charge per kWh		
On Peak Period Energy	\$0.06538	
Off Peak Period Energy	\$0.03441	
Energy Charge Credit per Month per kWh		
All kWh in Excess of 400 Hours Times the On Peak Period Billing Demand, Not to Exceed 50% of Total kWh	\$0.01825	
	<u>January - December</u>	
Voltage Discounts per Month	<u>Per kW</u>	<u>Per kWh</u>
Primary Voltage	\$0.70	\$0.00137
Transmission Transformed Voltage	\$2.35	\$0.00334
Transmission Voltage	\$3.35	\$0.00329

(Continued on Sheet No. 5-30)

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PEAK CONTROLLED SERVICE (Continued)
RATE CODE A23

Section No. 5
7th Revised Sheet No. 43

TIER 1 PEAK CONTROLLED SHORT NOTICE

Tier 1 Peak Controlled Short Notice is available under this schedule subject to the provisions contained in the Tier 1 Peak Controlled Short Notice Rider.

COMPETITIVE SERVICE

Competitive Service is available under this schedule subject to the provisions contained in the Competitive Response Rider.

OTHER PROVISIONS

Peak Controlled Service is also subject to provisions contained in Rules for Application of Peak Controlled and Large Peak Controlled Services.

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TERMS AND CONDITIONS OF SERVICE

1. Alternating current service is provided at the following nominal voltages:
 - a. Secondary Voltage: Single or three phase from 208 volts up to but not including 2,400 volts,
 - b. Primary Voltage: Three phase from 2,400 volts up to but not including 69,000 volts,
 - c. Transmission Transformed Voltage: Three phase from 2,400 volts up to but not including 69,000 volts, where service is provided at the Company's disconnecting means of a distribution substation transformer, or
 - d. Transmission Voltage: Three phase at 69,000 volts or higher.

Service voltage available in any given case is dependent upon voltage and capacity of Company lines in vicinity of customer's premises.

2. Transmission Transformed Service is available only to customers served by an exclusively dedicated distribution feeder. Customer will be responsible for the cost of all facilities necessary to interconnect at the Company's disconnecting means of a distribution substation transformer.
3. Transmission Service is available at transmission voltage, subject to the terms and conditions contained in the Company's General Rules and Regulations, Section 5.1(B).

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**PEAK CONTROLLED TIME OF DAY SERVICE
RATE CODE A24**

Section No. 5
20th Revised Sheet No. 44

AVAILABILITY

Available to any non-residential customer for general service who agrees to control demand to a predetermined level whenever required by Company. Availability is restricted to customers with a minimum controllable demand of 50 kW.

AVAILABILITY-MANDATORY

Effective November 1, 2007, this rate schedule is mandatory for any Peak Controlled customer having a 15-minute measured demand equal to or greater than 1000 kW for at least 4 of the past 12 consecutive months. Customer will remain on this rate schedule on a mandatory basis unless their demand remains below 1000 kW for 12 consecutive months. Waivers to certain controllable load requirements, cancellation charges and notice requirements are in effect through December 31, 2020 or the end of the COVID-19 peacetime emergency as declared by the Governor, whichever is later. For any non-residential customer seeking new or additional electric general service after MM, DD, YYYY when such customer has new demand equal to or greater than 100,000 kW, based on demand identified in an interconnection agreement, either the Large General Time of Day Service (AXX) or Large Peak Controlled Time of Day Service (AXX) shall be mandatory.

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AVAILABILITY-OPTIONAL

This rate schedule is optional for any non-residential customer for general service where customer is not required to be on a time-of-day rate.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's kWh usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and / or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

RATE

Customer Charge per Month	\$60.00
Service at Secondary Voltage	
Energy Charge per kWh	
On Peak Period Energy	\$0.06538
Off Peak Period Energy	\$0.03441
Energy Charge Credit per Month per kWh	
All kWh in Excess of 400 Hours Times the	\$0.01825
Sum of All On Peak Period Billing Demands,	
Not to Exceed 50% of Total kWh	

(Continued on Sheet No. 5-45)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

PEAK CONTROLLED TIME OF DAY SERVICE (Continued)
RATE CODE A24

Section No. 5
7th Revised Sheet No. 47.1

TIER 1 ENERGY CONTROLLED SERVICE

Tier 1 Energy Controlled Service is available under this schedule subject to the provisions contained in the Tier 1 Energy Controlled Service Rider.

TIER 1 PEAK CONTROLLED SHORT NOTICE

Tier 1 Peak Controlled Short Notice option is available under this schedule subject to the provisions contained in the Tier 1 Peak Controlled Short Notice Rider.

COMPETITIVE SERVICE

Competitive Service is available under this schedule subject to the provisions contained in the Competitive Response Rider.

OTHER PROVISIONS

Peak Controlled Time of Day Service is also subject to provisions contained in Rules for Application of Peak Controlled and Large Peak Controlled Services.

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TERMS AND CONDITIONS OF SERVICE

1. Alternating current service is provided at the following nominal voltages:
 - a. Secondary Voltage: Single or three phase from 208 volts up to but not including 2,400 volts,
 - b. Primary Voltage: Three phase from 2,400 volts up to but not including 69,000 volts,
 - c. Transmission Transformed Voltage: Three phase from 2,400 volts up to but not including 69,000 volts, where service is provided at the Company's disconnecting means of a distribution substation transformer, or
 - d. Transmission Voltage: Three phase at 69,000 volts or higher.

Service voltage available in any given case is dependent upon voltage and capacity of Company lines in vicinity of customer's premises.

2. Transmission Transformed Service is available only to customers served by an exclusively dedicated distribution feeder. Customer will be responsible for the cost of all facilities necessary to interconnect at the Company's disconnecting means of a distribution substation transformer.
3. Transmission Service is available at transmission voltage, subject to the terms and conditions contained in the Company's General Rules and Regulations, Section 5.1(B).

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

FUEL CLAUSE RIDER (Continued)

Section No. 5
22nd Revised Sheet No. 91.3

RATE SCHEDULES BY SERVICE CATEGORY

Residential

Residential (A00, A01, A03)
Residential TOD (A02, A04)
Residential TOU Pilot Program (A72, A74)
Energy Controlled (A05)
Limited Off-Peak (A06)
Residential Electric Vehicle (A08)
Residential Electric Vehicle Pilot (A80, A81)
Residential Electric Vehicle Subscription Pilot (A82, A83)

Commercial and Industrial Demand – Non-TOD

General (A14)
Peak Controlled (A23)
Municipal Pumping (A41)

Commercial and Industrial Non-Demand

Energy Controlled (A05)
Limited Off Peak (A06)
Small General (A09, A10, A11, A13)
Small General TOD (A12, A16, A18, A22)
Small Municipal Pumping (A40)
Fire and Civil Defense Siren (A42)
Multi-Dwelling Unit Electric Vehicle Service Pilot (A91, A92, A93)
Electric Service Public Charging Station Pilot (A94)

Commercial and Industrial Demand – TOD

General TOD (A15, A17, A19)
Large General TOD (AXX)
Peak Controlled TOD (A24)
Large Peak Controlled TOD (AXX)
Tier 1 Energy Controlled Rider (A27)
Light Rail Line (A29)
General TOU Pilot Program (A25, A26)

Electric Vehicle Fleet Pilot (A87, A88, A89)
Electric Vehicle Public Charging Pilot (A90)

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Outdoor Lighting

Automatic Protective (A07)
Street Lighting System (A30)
Street Lighting Energy (Closed) (A32)
Street Lighting Energy – Metered (A34)
Street Lighting - City of St. Paul (A37)

PROVISION OF FORECAST DATA

To assist commercial and industrial customers in budgeting and managing their energy costs, the Company will annually make available on May 1st a 24-month forecast of the fuel and purchased energy costs applicable to demand billed C&I customers under this Rider. The forecast period begins January 1st of the following year. This forecast will be provided only to customers who have signed a protective agreement with the Company.

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**SUPPLEMENTAL GENERATION SERVICE RIDER
(Continued)**

Section No. 5
9th Revised Sheet No. 112

TERMS AND CONDITIONS OF SERVICE (Continued)

9. Customer will be allowed to take Supplemental Generation Energy from the Company at any time, up to the maximum contracted level of Supplemental Generation Demand, without incurring any usage demand charges except during the periods listed below.
10. In the event customer requires Supplemental Generation Service during one of the Company's energy control periods, customer will pay for the Supplemental Generation Energy used during the energy control period at the applicable control period energy rate as listed in Company's Energy Controlled Service tariff.

In the event customer requires Supplemental Generation Service during one of the Company's peak control periods, as defined in the Rules for Application of Peak Controlled and Large Peak Controlled Services, customer will pay for the Supplemental Generation Energy used during the peak control period at twice the applicable control period energy rate as listed in Company's Energy Controlled Service tariff plus a fee of \$10.00 per kW of maximum Supplemental Generation Capacity used during the peak control period.

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However, if this use occurs at the times of Company's system peak hours in which the Company would have insufficient Accredited Capacity under the Midwest Reliability Organization (MRO) or any successor organization, and the Company incurs additional capacity costs as a result of such Supplemental Generation Service used by customer, customer shall pay Peak Demand Charges for the month in which such Supplemental Generation Service use occurs and for each of the five succeeding months, instead of the above listed demand charges and/or Reservation Fees. Such Peak Demand Charges shall be based upon the following:

- a. If customer has notified Company of the need to use Supplemental Generation Service at least three hours prior to Company's system peak hour, such Supplemental Generation Peak Demand charges shall be based on one-sixth of any additional capacity costs incurred by the Company as a result of using Supplemental Generation Service. Such additional capacity costs shall not include any after-the-fact capacity purchase costs incurred by the Company.
- b. If customer has not notified the Company of any need for Supplemental Generation Service at least three hours prior to the Company's system peak hour, such Supplemental Generation Peak Demand charges shall be based on one-sixth of any additional capacity costs or after-the-fact purchase costs incurred by the Company as a result of using Supplemental Generation Service. The demand for billing purposes for the succeeding five months shall be equal to the Supplemental Generation Demand placed on the system during the time of the Company's system peak hour.

(Continued on Sheet No. 5-113)

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**SUPPLEMENTAL GENERATION SERVICE RIDER
(Continued)**

Section No. 5
8th Revised Sheet No. 114

ADDITIONAL TERMS AND CONDITIONS ASSOCIATED WITH SCHEDULING MAINTENANCE

1. Supplemental Generation Service customers shall schedule maintenance of their power source during qualifying scheduled maintenance periods.
2. Qualifying Scheduled Maintenance Periods

Customers With Greater than 60 kW up to 10,000 kW of Contracted Standby and Supplemental Generation Capacity. Maintenance must occur within the calendar months of April, May, October, and November. Customer must provide Company with written notice of scheduled maintenance prior to the beginning of the maintenance period.

Customers With Greater Than 10,000 kW of Contracted Standby and Supplemental Generation Capacity. Maintenance must occur at a time period mutually agreed to by Company and customer. These time periods will normally not include those times when Company expects system seasonal peak load conditions to occur, nor at those times when Company is required to use generation equipment or to purchase power that results in production costs of \$70 or more per MWh. Customer shall provide an annual projection of scheduled maintenance to the Company. Customer shall be allowed changes or additions to this projection upon notice to the Company based on the following schedule:

<u>Outage Length</u>	<u>Required Notice</u>
Less than 48 hours	24 hours
2 days to 30 days	7 days
Over 30 days	90 days

3. The duration of qualifying scheduled maintenance periods may not exceed a total of six weeks in any 12 month period.
4. An additional charge shall apply if customer does not comply with all terms and conditions for qualifying scheduled maintenance periods. The additional charge shall be determined by calculating the additional charges which would have applied if customer were billed on the Unscheduled Maintenance Option for the period extending back to the customer's last scheduled maintenance period.
5. The demand charges of the base tariffs of General Service, General Time of Day Service, or Large General Time of Day Service shall not apply to use of Supplemental Service during qualifying scheduled maintenance periods.

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MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

**PHOTOVOLTAIC DEMAND CREDIT RIDER
RATE CODE A85 (CLOSED)
RATE CODE A86**

Section No. 5
9th Revised Sheet No. 125

AVAILABILITY – GENERAL

Applicable by customer request to demand-metered commercial and industrial customers that use Solar Photovoltaic as a customer-sited generation source with a capacity greater than 40 kW (AC) with a single production meter to serve all or a portion of customer's electric energy requirements. Not available to customer-sited generation that is the subject of another incentive program such as Solar*Rewards.

AVAILABILITY – CLOSED RATE

Availability of the closed rate is limited to qualifying customer account locations that: 1) were receiving Standby Service Rider tariff service with the Photovoltaic Solar Credit on the date this Rider was originally approved by the Commission, or 2) have enrolled by submitting to the Company a complete interconnection application for a planned qualifying generation source before February 14, 2020. The closed rate will expire April 20, 2027. After expiration of the closed rate, the applicable standard rate will replace the closed rate.

The standard rate will apply to customer account locations that do not qualify for the closed rate. The standard rate may be revised at any time subject to approval by the Commission.

RATE

Customer Charge per Month \$25.98

Credit per kWh of Peak Period Solar Photovoltaic Generation (A85 - Closed)	\$0.071390
Credit per kWh of Peak Period Solar Photovoltaic Generation (A86 - Standard)	\$0.071129

INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

CREDIT KWH LIMIT

The maximum kWh applied to the Rider credit per kWh each billing period is the Peak Period maximum 15-minute Solar Photovoltaic kW output for the billing period times 100 hours for billing periods ending in the months of June, July, August or September and 75 hours for billing periods ending in other months.

CREDIT LIMIT

The maximum credit for each billing period is the applicable standard or on-peak billed demand charge from the base tariff associated with this Rider. For Peak-Controlled Service, Peak-Controlled Time of Day Service, and Large Peak Controlled Time of Day Service customers, the maximum credit for each billing period is the billed demand charge for Firm Demand.

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DEFINITION OF PEAK PERIOD

Peak period hours are the six hours between 1:00 p.m. and 7 p.m. for all days.

TERMS AND CONDITIONS OF SERVICE

- Customer will execute an Electric Service Agreement with the Company that will specify:
 - The base tariff associated with this Rider, and
 - The installed capacity (AC) of customer's Solar Photovoltaic generation.
- Company will install, own, and maintain the metering to measure the electric power and energy supplied by customer generation to allow for proper billing of the customer under this Rider. If, as a result of the customer's construction and installation of their generating facility, it is more practical for the customer to install some or all of the metering equipment required, the customer may be permitted to do so, subject to Company's approval of such equipment.
- Company reserves the right to limit availability of this Rider to customer situations where the Solar Photovoltaic generation used by customer does not significantly affect the monthly peak demand of customer.
- For Solar Photovoltaic generation, this Rider supersedes other Standby Service tariff provisions.

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TIER 1 PEAK CONTROLLED SHORT NOTICE RIDER

Section No. 5
13th Revised Sheet No. 126

AVAILABILITY

Availability is restricted to customers who are taking service on the Tier 1 option of Peak Controlled Service, Peak Controlled Time of Day Service, or Large Peak Controlled Time of Day Service. Customers choosing service under this rider shall agree to allow the Company to interrupt customer's load to a predetermined level within 10 minutes notice of a control period. Availability is restricted to customers with a minimum certified controllable load of 3,000 kW. Participation is limited to 100,000 kW of controllable demand, which may be exceeded if part of a customer's controllable load is within the participation limit, subject to Company approval.

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CONTRACT

Customers must contract for this service rider through an Electric Service Agreement with Company. Contract period will normally be for 24 months.

RATE

The rates and provisions of Tier 1 of the applicable Peak Controlled Service schedule shall apply with the customer's Controllable Demand billed at the Short Notice Controllable Demand charge.

INTERIM RATE ADJUSTMENT

A 7.14% Interim Rate Surcharge will be applied to rate components specified in the "Interim Rate Surcharge Rider" to service provided beginning January 1, 2025.

TERMS AND CONDITIONS OF SERVICE

1. Within 10-minutes of notification from the Company, customer's controllable load shall be curtailed by Company-initiated automatic control for the duration of the control period as determined by the Company.
2. Customers taking service under this rider will be required to certify their interruptible load as described below under Certification of Interruptible Load. Customer will cooperate fully with and assist in the required certification process. Failure of customer to assist in the certification process and/or failure to obtain certification of the Controllable Demand level will result in the customer being ineligible for this tariff.
3. Certification of Interruptible Load: To be eligible, the customer's interruptible load must complete an annual control test, prior to the beginning of the Company's summer peak load season. The control test must:
 - Demonstrate that the load is controlled by the Company from its control center;
 - That the load is curtailed within ten minutes of a Company declared control period.
 - The controlled load must remain off for at least four (4) hours in the first year of application and at least one (1) hour in subsequent years.
 - The timing of the control test will be coordinated with the customer but must be conducted at a time when the customer's load is at or near the level expected during actual control periods.

Document No. _____

ELECTRIC SERVICE AGREEMENT

THIS ELECTRIC SERVICE AGREEMENT (“Agreement”) is made and entered into as of ____ day of _____, 20__, by and between Northern States Power Company, an Xcel Energy company and a Minnesota corporation, doing business as Xcel Energy, whose mailing address is 414 Nicollet Mall, Minneapolis, MN 55401, hereinafter referred to as “Company”, and [CUSTOMER OR ITS AGENT], a [STATE] corporation, whose mailing address is [ADDRESS], hereinafter referred to as “Customer”, collectively hereinafter referred to as the “Parties”.

WITNESSETH:

WHEREAS, Company is a public utility engaged in the generation, transmission, distribution and sale of electrical power and energy in various areas in the State of Minnesota under the terms, conditions, rates, rules and regulations of the Company’s [INSERT TARIFF CITATION] tariff (the “Company’s Tariff”), which is subject to the jurisdiction of the Minnesota Public Utilities Commission (“Commission”); and

WHEREAS, Customer plans to develop a [DESCRIPTION OF CUSTOMER’S PROPOSED NEW LOAD] (“Customer Facilities”); located at [ADDRESS] (together with Customer Facilities the “Site”) and

WHEREAS, in order for Company to provide electric service to the Site, contemporaneously with the execution of this Agreement, Company and Customer are entering into a separate Interconnection Agreement (“IA”). Pursuant to the IA, Company and Customer shall, respectively, provide construction of Customer Facilities, and Company Facilities as those terms are defined in the IA (and as shown on Exhibit F-1 and Exhibit F-2, respectively); and

WHEREAS, Company and Customer desire to enter into this Agreement to set forth the rates, terms and conditions of electric service that will be provided by Company under this Agreement for electric service to the Site.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties agree as follows:

1. Specification of Energy Delivered. All electric energy delivered by Company under this Agreement shall be in the form of [INSERT ENERGY VOLTAGE REQUIREMENTS], as required by Customer.

2. Service Installation.

2.1 Customer may be responsible at its cost to provide certain capabilities or conditions prior to the Company's installation of service, as provided in this Agreement, the General Rules and Regulations of Company, and/or in the Rate Schedule for Customer's specific service, as they now exist or may hereafter be changed on file with the Commission. Customer contemplates taking service at transmission voltage and will enter into all necessary and appropriate agreements, consistent with Good Utility Practice, including any necessary IA and in a form reasonably acceptable to Company, to govern the terms of the interconnection of Customer Facilities to Company's facilities operating at transmission voltage.

2.2 The Parties acknowledge that both Customer and Company require filing and approval of requisite permits with the Commission prior to construction of facilities and commencement of electric service to the Customer Site designated under this Agreement. No Party shall be required to undertake any permitting or construction until such time as Customer provides Company a "Notice to Construct" pursuant to the terms of the IA. Such Notice to Construct shall: (a) identify the site to which the Notice to Construct is applicable; (b) identify the targeted Commercial Operation Date, as defined below, of the Customer Facilities at such site; and (c) provide any other information which the Parties deem commercially reasonable and appropriate to provide in the Notice to Proceed. Where there is any conflict between any term or condition in this Agreement and the Tariff, the terms of the Tariff will control.

3. Service Provided Pursuant to Tariffs. Company shall deliver and sell to Customer, and Customer shall receive and purchase from Company, during the term of, and subject to, the provisions of this Agreement and as set forth in the Company's Tariff, all electric power and energy as may be required by Customer at the Site. All service provided pursuant to the Company's Tariff filed with the Commission shall be subject to

the terms, conditions, rates, and charges set forth in the Company's Tariff as the same may lawfully be changed or modified from time to time. Reference herein to a particular tariff or schedule on file and in effect with the Commission shall include any successor tariff or schedule to the Tariff, expressly including the Large General Time of Day Service and Large Peak Controlled Time of Day Service tariffs. Notwithstanding the forgoing, nothing in this Agreement shall abrogate any of the rights or entitlements of the Company or Customer pursuant to the Company's Tariff other than as set forth in this Agreement.

3.1 Contract Capacity. The effective Contract Capacity is contained in Exhibit E and is subject to periodic amendment according to the adjustment process as follows:

3.1.1 Contract Capacity Increases. The effective Contract Capacity will be increased, subject to generation and transmission capacity availability as determined at the sole discretion of the Company and not to exceed the Connected Load (as described in Exhibit E), if either of the following occur: (a) if the prior year actual average monthly on-peak demand exceeds the effective Contract Capacity plus nine percent (9%); or (b) in the event that a Customer Load Forecast of monthly on peak demand provided pursuant to Section 3.5 exceeds the effective Contract Capacity as described in Exhibit E, the parties will meet and confer regarding an increase to the effective Contract Capacity.

3.1.2 Contract Capacity Reductions. The Customer is subject to a minimum demand bill according to Section 3.3 of this Agreement. The Customer (i) may reduce the effective Contract Capacity or (ii) may reduce the Customer Load Ramp under Section 3.2 by providing a twelve (12) months' notice to the Company ("Customer Notice of Capacity Reduction") and making the necessary Contract Capacity Reduction Payment under Section 16.2.

3.2 Customer Load Ramp. Customer agrees to the Load Ramp detailed in Exhibit D.

3.3 Minimum Bill. Upon Company Facilities achieving the technical requirements for energization, and no later than the Customer Load Ramp period start date documented in Exhibit D, the Customer is subject to a monthly minimum bill equal to the greater of (i) on peak period demand to be billed, or (ii) seventy-five percent (75%) of

either (a) the Load Ramp Capacity as provided in Exhibit D or (b) the Contract Capacity as provided in Exhibit E (as applicable), multiplied by the effective monthly demand charge plus the effective customer charge and other applicable Tariff related charges.

3.4 Customer Load Forecast. Customer has provided Company an estimated non-binding confidential Customer Load Forecast of five (5) years of monthly expected energy, on and off peak energy and on peak demand for the Customer Site in order to conduct the incremental cost test pursuant to Section 3.5 below. Thereafter, Customer will provide the Customer Load Forecast bi-annually by January 1 and June 1, beginning on the effective date of this ESA as defined in Article 10, and as may be requested no more frequently than twice per year by Company within 30 days of such request. Each estimated Customer Load Forecast is a good-faith, commercially reasonable estimate. Customer agrees to exercise commercially reasonable efforts to notify Company of any planned load reductions or increases at the Customer Site. Inaccuracies in the estimated Customer Load Forecast shall not constitute an event of default under or breach of this Agreement.

3.5 Incremental Cost Test. Company has completed an incremental cost analysis of Customer's load cost and benefits under this ESA, including any terms addressed in Exhibit C. The Company has determined that incremental costs do not exceed revenues.

4. Facilities Provided by Customer. Customer shall provide the facilities on the load side points of delivery which are necessary to receive and utilize firm electric service under this Agreement as summarized in Exhibit F-2 and reflected in the IA.

4.1 Transmission Costs. Pursuant to the IA, Customer agrees to pay Company construction and interconnection costs in advance for necessary overhead or underground electric transmission extension facilities. Customer acknowledges that the Customer charges include interconnection, ongoing maintenance and related facilities charges necessary to maintain the interconnection facilities to a standard consistent with the Tariff and Good Utility Practices.

5. Facilities Provided by Company. Company shall construct all transmission voltage facilities for service required hereunder in accordance with the IA as approved by the Commission. Company shall provide, own, operate, maintain and, as needed, repair

and replace all facilities and equipment on the supply side of the points of interconnection as summarized in Exhibit F-1 and reflected in the IA necessary to deliver and meter Customer's electric service under this Agreement and the IA.

5.1 Customers receiving electric service pursuant to the Tariff shall participate in the North American Electric Reliability Corporation ("NERC") Under Frequency Load Shedding ("UFLS") compliance program, as set forth in NERC Standard PRC-006, and as such standard may be amended, modified, or superseded from time to time. Company shall install interrupting equipment at the transmission level to facilitate participation in the UFLS compliance program. During an UFLS activation event, Customer acknowledges that the transmission connection from the Company to the customer may be subject to disconnection. The Parties further agree that UFLS testing of NSP's interrupting equipment shall be conducted upon initial commissioning and thereafter in accordance with NERC Standard PRC-005 requirements, at such dates and times as may be mutually agreed upon by the Parties.

6. Construction of Facilities.

6.1 Construction of Company Facilities. Company shall design, engineer, procure, permit, construct, and/or relocate (as appropriate) the Company Facilities in accordance with Article 5 herein and as provided for in the IA. To the extent necessary, Company will submit any amendments to this Agreement and the IA to the Commission for subsequent approval for all designated Affiliates.

6.2 Construction of Customer Facilities. Customer shall at its expense design, engineer, procure, permit, and construct the Customer Facilities and improvements as provided for in the IA.

7. Access to Facilities. Customer hereby grants to Company the right and license to install, inspect, test, operate, protect, service, maintain, replace, remove and repair Company's equipment and facilities at the Site, together with a right of ingress and egress to and from the Site for Company to perform any one or more of the activities, rights and obligations contemplated by or in connection with performance of this Agreement, subject to safety, health and security regulations and procedures required by law and Customer's security protocol.

8. Applicable Rates for Service.

8.1 **Contract Rates.** All electric energy and power delivered by Company to Customer shall be received and paid for by Customer at the applicable rates and upon the terms and conditions set forth in the Company's Tariff on file with the Commission, which rates are subject to modification by the Commission upon application by the Company or otherwise as authorized by applicable statutes and the Commission's rules, and also upon the terms and conditions set forth in the Company's Tariff approved and on file with the Commission, which rates, terms and conditions are subject to modification, amendment or revision upon approval by the Commission.

8.2 **Terms of Service.** Customer is subject to all applicable terms of Company electric service schedules and riders except as specifically modified by this Agreement or the Tariff.

9. **Metering.** Company shall provide, own, operate and maintain its meters and associated equipment necessary to measure and monitor the electric energy and service to be provided hereunder. Meters and equipment necessary to measure and monitor electric service shall be located on the high side voltage facilities that the Company owns, operates, and maintains as indicated on Exhibit F-2.

10. **Effective Date; Term.** This Agreement shall be in full force and effect from the date the Commission deems it approved (i) in form and substance satisfactory to both Company and Customer, inclusive of all Exhibits, and (ii) is not the subject of (a) a petition or application for reconsideration or rehearing, (b) a request for judicial review, or (c) a petition for preliminary injunction, and (iii) Company's Facilities are capable of being energized. This Agreement shall remain in full force and effect for at least fifteen (15) years (the "Term") unless terminated by either Party pursuant to Article 16 or as otherwise provided herein.

11. **Indemnification.** Company shall indemnify and hold harmless Customer from and against every demand, claim, cause of action, judgment, and expense, including attorney fees, and all loss or damage, arising from any injury or damage to person or property resulting from Company's negligence, willful misconduct or breach of this Agreement on Company's side of the points of delivery. Customer shall indemnify and hold harmless Company from and against every demand, claim, cause of action, judgment, and expense, including attorney fees, and all loss and damage, arising from any injury or

damage to person or property resulting from Customer's negligence, willful misconduct or breach of this Agreement on the Customer's side of the points of delivery. Nothing herein shall be construed as relieving or releasing either party from liability for injury or damage, wherever occurring, resulting from its own intentional or negligent acts or the intentional or negligent acts of any of its respective officers, directors, agents, or employees, and in the event of concurrent liability, the parties shall be liable for damages in proportion to their respective negligence. Neither party hereto shall be responsible for indemnifying the other party for any injury or damage, wherever occurring, due solely to any defect in equipment installed, furnished, operated, or maintained by the other party hereto.

12. Notices. Notice to be given hereunder shall be deemed sufficiently given and served when and if deposited in the United States mail, postage prepaid, correctly addressed as follows:

Customer:

Company:

13. Billing and Payment. Itemized bills for electric service shall be prepared by Company and mailed to Customer and payments shall be made by Customer to Company on the basis of such bills. Any amounts not paid on or before the due date of the bill shall be subject to late payment and interest charges as set forth in the applicable Tariff on file and in effect with the Commission.

14. Credit Support. Customer shall deliver, within ten business days following the date the Commission deems this ESA is approved (i) in form and substance satisfactory to both Company and Customer, inclusive of all Exhibits, and (ii) is not the subject of (a) a petition or application for reconsideration or rehearing, (b) a request for judicial review, or (c) a petition for preliminary injunction, and thereafter maintain, a guaranty mutual agreeable to both parties that contains the essential terms and conditions in the form attached hereto as Exhibit G (the "Guaranty") from a guarantor that is (a) a United States domiciled entity; and (b) either has (i) no Credit Rating but whose Cash Balance is more than three billion dollars (\$3,000,000,000); or (ii) has a Credit Rating equal to or better

than BBB- from S&P or Baa3 from Moody's. Notwithstanding anything to the contrary herein, in no event shall the Guarantor's maximum liability exceed the Guaranty Cap. No sooner than the third anniversary of the Commercial Operation Date of the Customer Site, either Party may request that the other Party review the need for credit support pursuant to this Article 14 and the Parties may agree in writing to adjust the provision of credit support upon other commercially reasonable terms.

14.1 Upon the happening and during the continuance of a Credit Event, then within 30 days of demand from Company to Customer, Customer shall provide to Company either (a) a cash deposit, (b) a letter of credit, (c) a surety bond, or (d) other credit support in a form and from an entity reasonably acceptable to Company, in the amount of Company's credit exposure over the remaining term of this Agreement, which credit exposure shall not exceed the Guaranty Cap.

15. Assignment – Consent. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto and shall not be assigned by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld.

16. Termination; Capacity Reduction.

16.1 This Agreement may be terminated or the Contract Capacity may be reduced in the following circumstances: (i) by mutual agreement of the Parties; (ii) upon Customer delivery of written notice ("Termination Notice") to Company (a) no less than 24 months in the case of termination or (b) no less than twelve (12) months in the case of Capacity Reduction, prior to the effective date of such termination or Capacity Reduction as specified in the Termination Notice; (iii) by either Party upon receipt of a written notice of breach ("Breach Notice") in the event of any material breach of this Agreement by the other Party where such breach remains uncured for 120 days from the date of the Breach Notice (the date of termination under this Section 16.1(iii) shall be the Termination Date), (iv) by operation of the Commission through their action or inaction pursuant to Section 20.3 of this ESA.

16.2 Contract Capacity Reduction Payment. In the event of Customer Contract Capacity Reduction under Section 3.3 and subject to the Termination Notice required in 16.1(ii), Customer shall pay to Company an Early Contract Capacity Reduction

Payment as of the date of the Customer Notice of Capacity Reduction, calculated as follows: In addition to any revenue or other fees that may be due and owing, Customer shall pay within 30 days of the Termination Date the total of (i) the difference between the effective Contract Capacity and reduced Contract Capacity or the difference between the effective Load Ramp Capacity and reduced Load Ramp Capacity multiplied by (ii) the current effective Tariff rates on peak demand charges contained in Exhibit C multiplied by (iii) seventy-five percent (75%) multiplied by (iv) the “Termination Fee Period,” defined for this Section 16.2 as the lesser of the remaining contract months in Article 10 or 120 months from the date of the Termination Notice, as liquidated damages and not as a penalty.

16.3 Exit Fee. In the event of termination by Customer under Section 16.1 (ii)(b) and termination by Company due to Customer breach under 16.1(iii), Customer shall pay to Company an Exit Fee (a) in the case of termination pursuant to 16.1(ii)(b) 24 months from the date of the Termination Notice, or (b) in the case of termination pursuant to 16.1(ii) within 30 days of the Termination Date, calculated as follows: In addition to any revenue or other fees that may be due and owing, the total of (i) the current effective Tariff rates on-peak demand charges contained in Exhibit B multiplied by (ii) seventy-five percent (75%) of the Contract Capacity multiplied by (iii) the “Termination Fee Period” defined for this Section 16.3 as the lesser of the remaining contract months in Article 10 or 120 months, as liquidated damages and not as a penalty.

16.4 The Parties will use commercially reasonable efforts to mitigate the costs, damages, and charges arising out of a termination or Customer Contract Capacity Reduction under this Article 16, including consideration of assignment made pursuant to Article 15. Company shall track all mitigated costs, damages, and charges achieved (i) during the Term of the ESA for Contract Capacity Reduction mitigations, or (ii) for 24 months after payment of an Exit Fee under 16.3. Company shall remit to Customer such mitigation amounts within 60 days of the end of each twelve (12) month period, where applicable (“Mitigation Payments”). In no event will the Mitigation Payments exceed the amount paid by Customer to Company as the Exit Fee. In the event of a dispute regarding the Exit Fee or the Contract Capacity Reduction Payment, either Party may request dispute resolution pursuant to the procedures in Article 21.

16.5 A default under the IA by Customer that has not been cured by any applicable cure period specified in the IA shall also be a default of this Agreement and the terms of Sections 16.3 and 16.4 shall apply.

17. Governing Law. This Agreement is made under, and shall be interpreted and enforced in accordance with, the laws of the State of Minnesota. It is specifically understood and agreed that all electric power and energy supplied hereunder and the rates for such service are subject to the jurisdiction, rules and regulations of the Commission. This Agreement shall not be amended, modified, or supplemented except by a written instrument signed by an authorized representative of each of the Parties hereto; any such amendment being expressly subject to and conditioned on the approval of the Commission.

18. Entire Agreement. Each Party acknowledges that it has read and understands the contents of this Agreement, and that this Agreement constitutes the entire agreement and understanding between the Parties, and supersedes all prior agreements, representations, statements, documents, understandings, or correspondence between the Parties hereto relating to the subject matter herein. With the exception of the IA which specifically operates to amend in part and is to be read in conjunction with this Agreement, this Agreement may not be amended or modified, nor shall any waiver of any provision of this Agreement be effective, except by an instrument in writing, signed by the parties hereto.

19. Waiver. Any term or provision of this Agreement may be waived by the Party entitled to the benefit thereof. No waiver of any breach of any one or more of the conditions or covenants of this Agreement by either Party will be deemed to imply or constitute a waiver of a breach of the same condition or covenant in the future or a waiver of a breach of any other condition or covenant of this Agreement.

20. Regulatory Approvals

20.1 This Agreement shall be subject to any and all regulatory approvals deemed necessary under law or prudent by the Company; including, without limitation, approvals for this Agreement, permitting of Company Facilities under Article 5, as well as the appropriate rate treatment of Company's costs and revenues arising from or expended due to this Agreement as may be requested by Company from the Commission.

20.2 Requesting Regulatory Approvals. Company will seek Commission Approval of (a) this Agreement and its applicability to Customer's Site; and (b) any other items it deems necessary or prudent to fulfill the essential purposes hereof to request, with advance notice thereof to Customer ((a) and (b) collectively, the "Regulatory Request") from the Commission by filing the Agreement within a reasonable time after its execution and requesting the Regulatory Request be granted in an Order.

20.3 Termination for Failure of Regulatory Approvals. In the event the Commission: (a) does not approve the Regulatory Request; (b) materially modifies the Regulatory Request; or (c) conditions the approval of this Agreement in a manner materially affecting the approval of the Regulatory Request in the reasonable opinion of either Party, the Parties shall meet and confer to amend this Agreement with the goal of reaching an agreement with the same allocation of benefits and burdens as provided herein, except as may be mutually otherwise agreed by the Parties and seek regulatory approval thereof. If such agreement to an amend cannot be reached by the Parties within 120 days, either Party may terminate this Agreement within five (5) days by written notice to the other Party, including payment of any fees that may be due and owing.

20.4 The Parties represent and warrant that they have not engaged in, and covenant that they will refrain from, offering, promising, paying, authorizing the payment of, soliciting, or accepting money or anything of value, directly or indirectly, to or from (a) any government official or other person to (i) influence any act or decision of a government official in his or her official capacity, (ii) induce a government official to act in violation of his or her lawful duty, (iii) induce a government official to use his or her influence with a government or instrumentality thereof, or (iv) otherwise secure any improper advantage; or (b) any other person in any manner that would constitute commercial bribery or an illegal kickback, or would otherwise violate any applicable anti-corruption law.

21. Dispute Resolution

21.1 The Parties agree that, if a dispute arises between the Parties regarding the terms of this Agreement or the application of the Tariff to this Agreement, either Party will give written notice to the other Party. If the Parties are unable to resolve the dispute between themselves within 60 days from receipt of such notice, the Parties agree that they will present their dispute to the Commission for resolution.

21.2 In the event the Commission does not accept jurisdiction over such dispute under this Agreement, then the Parties agree to meet within ten (10) days of any Commission order declining jurisdiction and confer in good faith to attempt to reach a settlement within 30 days of the date of the Commission Order.

21.3 In the event no settlement is reached by the Parties after such efforts to reach a settlement after the Commission has declined to accept jurisdiction, either Party may submit the dispute to a court of competent jurisdiction in Minnesota, or in the United States District Court having jurisdiction in Minnesota and each Party agrees that each such court shall have personal jurisdiction over it with respect to such proceeding, and waives any objections it may have, and expressly consents, to such personal jurisdiction.

22. Representations and Warranties. In addition to as otherwise expressly provided herein, each Party represents and warrants that it is (i) duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (ii) that performance of its obligations under this Agreement does not violate any applicable law; (iii) and that entering into this Agreement shall not result in a material breach or constitute a material default under any agreement to which it is a party or by which it or its properties or assets may be bound or affected. Except as expressly provided in this Agreement, the Parties disclaim any other representation or warranty whether written or oral, express or implied, including any representation or warranty for merchantability or fitness for a particular purpose.

23. Non-Disclosure of Information. The Parties shall consider all information provided pursuant to this Agreement to be proprietary unless such information is available from public sources. Neither Party shall publish or disclose proprietary information for any purpose without the prior written consent of the other, except disclosures required by law or as may be required to communicate with a Party's employees, agents, investors, lenders, attorneys or other expressly authorized representatives regarding the Project.

23.1 Regulatory Filing Confidentiality. The Parties will preserve the confidentiality of Customer information in regulatory approvals and future regulatory filings.

24. Severability. In the event that any part of this Agreement is deemed as a matter of law to be unenforceable, or null and void, such unenforceable or void part shall

be deemed severable from this Agreement and the Agreement shall continue in full force and effect as if each part was not contained herein.

25. Survival. The provisions of this Agreement necessary to give full effect to its terms will continue in effect after the termination or expiration of this Agreement. Such provisions include but are not limited to: Article 11 (Indemnification); Article 16 (Termination; Default), Article 20 (Regulatory Approvals); Article 21 (Dispute Resolution), Article 22 (Representations and Warranties), Article 23 (Non-Disclosure of Information). In addition, the obligation to pay any money due and owing to either Party pursuant to this Interconnection Agreement will survive termination or expiration of this Interconnection Agreement.

26. Counterparts; Headings. This Agreement may be signed in counterparts by the Parties hereto, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Section headings are provided for the convenience of the Parties as shall have no bearing on the interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by the proper officers thereunto duly authorized as of the date and year first above written.

[OPCO]

By: _____
[Name]
[Title]
Date: _____

[CUSTOMER OR ITS AGENT]

By: _____
[Name]
Title:
Date: _____

STATE OF [STATE])
) ss.
COUNTY OF [COUNTY])

The foregoing instrument was acknowledged before me this ____ day of
_____, 2024, by _____ as _____
_____, of [OPCO], a [STATE] corporation.

Witness my
hand and official seal.

Notary Public

My commission expires: _____

My commission expires:_____

EXHIBIT A

DEFINITIONS

“**Affiliate**” shall mean such other limited liability company, corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with [XXX] and whose business includes or will include operating one or more data centers in Company’s _____ service territory.

“**Commercial Operation**” means Customer has demonstrated that the Customer Facilities are physically capable of receiving retail electric service consistent with Good Utility Practice.

“**Commercial Operation Date**” (COD) means the date on which the Customer Facilities reach Commercial Operation.

“**Commission**” shall mean the Minnesota Public Utilities Commission.

“**Commission Approval**” means a final and non-appealable order of the Commission, without conditions or modifications unacceptable to the Parties, or either of them, which approves this Agreement in its entirety, subject to Commission review of the Company’s administration of the Agreement.

“**Company**” shall have the meaning set forth in the introductory paragraph of this Agreement.

“**Company Facilities**” means the facilities and improvements necessary to serve the Customer Facilities at the Customer Site as provided in the IA.

“**Contracted Load**” means the maximum Contract Capacity allowed under this Agreement as established in **Exhibit E** of this Agreement.

“**Contract Capacity**” means the monthly on peak load as established in Exhibit E of this Agreement.

“**Credit Event**” means one or more of the following: (i) that neither Customer nor Guarantor has a Credit Rating and the Guarantor’s Cash Balance is less than three billion dollars (\$3,000,000,000); (ii) the Guarantor has a Credit Rating and such Credit Rating is not equal to or better than BBB- from S&P or Baa3 from Moody’s, and Customer does not have a Credit Rating equal to or better than BBB- from S&P or Baa3 from Moody’s; (iii)

Guarantor has declared bankruptcy or has otherwise become insolvent; or (iv) a Guarantor Default.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the issuer credit rating then assigned to such entity by S&P’s, or the issuer rating then assigned to such entity by Moody’s, or any other rating agency agreed by the Parties. **“Moody’s”** means Moody’s Investor Services, Inc. or its successors.

“Customer” shall have the meaning set forth in the introductory paragraph of this Agreement.

“Customer Facilities” shall have the meaning set forth in the recitals of this Agreement.

“Customer Load Forecast” means an estimated non-binding and confidential non-binding load forecast of five (5) years of monthly expected energy, on and off-peak energy, and on peak demand for the Customer Site.

“Customer Notice of Capacity Reduction” shall have the meaning set forth in Section 3.1.2 of this Agreement.

“Customer Site” shall have the meaning set forth in the recitals of this Agreement.

“Good Utility Practice” means the practices, methods and acts engaged in, or approved by, a significant portion of the electric utilities located in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgement in light of the facts known at the time a decision is made, could be expected to produce the desired result at the lowest reasonable cost consistent with reliability, safety and expedition. Good Utility Practices are not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to be a range of acceptable practices, methods or acts.

“Guaranty Cap” means 50% of (i) the Contract Capacity detailed in Exhibit E multiplied by (ii) the current effective Tariff firm or controlled on-peak demand charges contained in Exhibit C multiplied by (iii) the Term of this ESA.

“Guarantor Default” shall have the meaning as set forth in Section 14.2 of this Agreement.

“**Load Ramp Period**” shall mean the period of time described in **Exhibit D** of this Agreement, not to exceed five (5) years.

“**S&P**” means Standard & Poor’s Rating Group (a division of McGraw-Hill, Inc.) or its successors. “Cash Balance” means the sum of “cash and cash equivalents” and “marketable securities” as reported on the audited consolidated balance sheet of an entity.

“**Tariff**” shall mean that _____ tariff subject to the jurisdiction of the Commission.

EXHIBIT B

Tariff Sheet

EXHIBIT C

RATES

This Exhibit, and any modifications hereof, is subject to Minnesota Public Utilities Commission approval.

1. The electric services are provided pursuant to the Tariff rates as reflected in Exhibit B attached to this ESA.
2. The electric services are subject to the following riders (“Riders”):
[LIST ALL RIDERS, OR “N/A”]
3. The electric services are subject to the following additional considerations:
[LIST ALL CONSIDERATIONS, OR “N/A”]

EXHIBIT D
CUSTOMER LOAD AND
LOAD RAMP

*This Exhibit is subject to revision in accordance with the ESA. Such revisions do not
require the review or approval of the Minnesota Public Utilities Commission*

Effective Load Ramp Capacity: _____

Month	MW	Month	MW	Month	MW
1 (COD)		13		25	
2		14		26	
3		15		27	
4		16		28	
5		17		29	
6		18		30	
7		19		31	
8		20		32	
9		21		33	
10		22		34	
11		23		35	
12		24		36	

**Provided as example, Table content subject to extension up to 60 months*

EXHIBIT E CONTRACT CAPACITY

*This Exhibit is subject to revision in accordance with the ESA. Such revisions do not
require the review or approval of the Minnesota Public Utilities Commission*

Effective Contract Capacity:

Year	MW
COD + 12 months	XXX MW
COD + 24 months	XXX MW
COD + 36 months	XXX MW
COD + 48 months	XXX MW
COD + <60 Months	XXX MW

Contract Capacity Reserve Margin:
9%

Contracted Load:
_____ MW

EXHIBIT F-1
GENERAL DESCRIPTION OF THE CUSTOMER FACILITIES

EXHIBIT F-2
GENERAL DESCRIPTION OF THE COMPANY FACILITIES

EXHIBIT G PARENT GUARANTY

This Guaranty, dated as of _____, 20__ ("Effective Date"), is made by _____, a _____, (the "Guarantor"), in favor of Northern States Power Company, a Wisconsin corporation ("Beneficiary").

WHEREAS, Beneficiary has entered into, or may enter into from time to time hereafter, one or more agreements or transactions with _____ ("Company") including, without limitation, agreements or transactions with respect to (i) the purchase, sale or exchange of any tangible or intangible commodity of any type or description, including, without limitation, electricity, capacity, ancillary services, natural gas, natural gas liquids, any type of emissions allowance or renewable energy credits, and any products or by-products of any of the foregoing (collectively, the "Commodities"); (ii) any services relating to or in respect of the Commodities, including, without limitation, transportation, transmission, exchange, tolling and asset management; (iii) any physically-settled or financially-settled Commodities derivative transaction, including, without limitation, swaps, futures, options and hybrid instrument transactions; (iv) any foreign exchange or interest rate transactions; and (v) any combination of any of the foregoing (each agreement or transaction, as heretofore or hereafter amended or modified, is herein individually called an "Agreement" and collectively are called the "Agreements");

WHEREAS, as a condition of, and as a material inducement for Beneficiary to enter into any one or more of the Agreements with Company, Beneficiary is requiring Guarantor to enter into this Guaranty; and

WHEREAS, Guarantor, by virtue of its interest in and relationship with Company, deems it to be in Guarantor's best interest, based on sound business judgment, in that valuable direct and indirect benefits will be derived by Guarantor by virtue of any one or more of such Agreements, to execute and deliver this Guaranty to Beneficiary.

NOW, THEREFORE, for good and valuable consideration, the receipt and the adequacy of which is hereby acknowledged by Guarantor, including in order for Guarantor to obtain the benefits resulting from Beneficiary's performance pursuant to one or more of the Agreements, Guarantor desires to enter into this Guaranty and hereby agrees as follows:

1. Guaranty. (a) Guarantor hereby absolutely, irrevocably, unconditionally and fully guarantees to the Beneficiary, its successors and assigns, the prompt and full payment of all amounts (including, without limitation, amounts payable as damages in case of default) to be paid by Company to Beneficiary pursuant to the terms of each of the Agreements whether such indebtedness, obligations or liabilities now exist or arise hereafter, as and when the same shall become due and payable in accordance with the terms of each such Agreement (such indebtedness, obligations and liabilities are herein referred to, with respect to each such Agreement, as the "Agreement Obligations").

(b) Guarantor hereby waives diligence, promptness, presentment, demand on Company for payment, protest of nonpayment, notice of acceptance of this Guaranty, notice of or proof of reliance by Beneficiary, notice of acceleration or intent to accelerate, notice of dishonor, notice of the creation, renewal, extension or accrual of any of the Agreement Obligations, and all other notices of any kind with respect to any of the Agreement Obligations or this Guaranty. In addition, Guarantor's

obligations hereunder shall not be affected by the existence, validity, enforceability, perfection, impairment, or extent of any collateral securing any of the Agreement Obligations or of any liens thereon or therein. Beneficiary shall not be obligated to proceed against Company before claiming under this Guaranty nor to file any claim relating to the Agreement Obligations in the event that Company becomes subject to bankruptcy, reorganization or similar proceeding, and the failure of Beneficiary so to file shall not affect Guarantor's obligations hereunder. Guarantor agrees that its obligations under this Guaranty constitute a guaranty of payment and not of collection.

2. Consents, Waivers and Renewals. (a) Guarantor agrees that Beneficiary, may at any time and from time to time, either before or after the maturity thereof, without notice to or further consent of Guarantor, extend the time of payment of, exchange or surrender any collateral for, or renew any of the Agreement Obligations, and may also make any agreement with Company or with any other party to or person liable on any of the Agreement Obligations, or interested therein, for the extension, renewal, payment, compromise, discharge or release thereof, in whole or in part, or for any modification of the terms thereof or of any agreement between Beneficiary and Company or any such other party or person, without in any way impairing or affecting this Guaranty. Guarantor agrees that Beneficiary may resort to Guarantor for payment of any of the Agreement Obligations, whether or not Beneficiary shall have resorted to any collateral security or shall have proceeded against any other obligor principally or secondarily obligated with respect to any of the Agreement Obligations.

(b) Guarantor hereby waives all defenses, including, without limitation, all suretyship defenses (i.e. defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a guaranty), and agrees that it will remain bound and liable upon this Guaranty notwithstanding any such defenses, except however, Guarantor does not waive and hereby reserves the right to assert Certain Company Defenses (as hereinafter defined). For purposes of this paragraph, the term "Certain Company Defenses" shall mean only those defenses to payment of any Agreement Obligation which Company may assert in good faith as a primary obligor under the Agreement, other than defenses arising from the bankruptcy or insolvency of Company, other than defenses arising from incapacity or lack of corporate or other authority to execute the Agreement, and other than as expressly provided herein.
3. Expenses. Guarantor agrees to pay on demand all out-of-pocket costs and expenses (including without limitation the reasonable fees and disbursements of Beneficiary's counsel) incurred in the enforcement or protection of the rights of Beneficiary hereunder; provided that Guarantor shall not be liable for any expenses of Beneficiary if no payment under this Guaranty is due.
4. Amendments. No amendment of this Guaranty shall be effective unless such amendment is in writing and signed by Guarantor and Beneficiary. No waiver by Beneficiary of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless the same shall be in writing and signed by Beneficiary, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

5. Addresses for Notices. All notices and other communications provided for hereunder shall, unless otherwise specifically provided elsewhere herein, (i) be in writing and shall be addressed to the parties at their respective addresses set forth below or at such other addresses as shall be designated in a written notice to the other party, and (ii) when mailed, be effective five (5) business days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid, or, in the case of personal delivery, when delivered at the following addresses:

if to the Guarantor: _____

if to Company: _____

if to Beneficiary:

Northern States Power Company

6. Subrogation. The Guarantor will not exercise any right that it may now or hereafter acquire against Company that arises from the existence, payment, performance or enforcement of the Guarantor's obligations under this Guaranty, including, without limitation, any right of subrogation, reimbursement, exoneration, contribution or indemnification and any right to participate in any claim or remedy of Beneficiary against Company or any collateral, whether or not such claim, remedy or right arises in equity or under contract, statute or common law (including, without limitation, the right to take or receive from Company, directly or indirectly, in cash or other property or by setoff or in any other manner, payment or security on account of such claim, remedy or right), unless and until all of the Agreement Obligations of Company under all of the Agreements and all other amounts payable under this Guaranty shall have been paid to Beneficiary in full in cash (and not subject to disgorgement in bankruptcy or otherwise). If any amount shall be paid to the Guarantor in violation of the preceding sentence at any time prior to the later of the payment in full in cash of the Agreement Obligations and all other amounts payable under this Guaranty, the Guarantor shall hold such amount in trust for the benefit of Beneficiary, which amount shall immediately be paid to Beneficiary by Guarantor to be credited and applied to the Agreement Obligations pursuant to the Agreements and all other amounts payable under this Guaranty, whether matured or unmatured. Subject to the foregoing, upon payment of all the Agreement Obligations and all other amounts payable under this Guaranty, Guarantor shall be subrogated to all rights of Beneficiary against Company and Beneficiary agrees to take, at Guarantor's expense, such steps as Guarantor may reasonably request to implement such subrogation.

7. Cumulative Rights. No failure on the part of Beneficiary to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Beneficiary of any right, remedy or power hereunder preclude any other or future exercise of any right, remedy or power. Each and every right, remedy and power hereby granted to Beneficiary or allowed it by law or other agreement shall be cumulative and not exclusive of any other and may be exercised by Beneficiary from time to time.
8. Representations and Warranties.
 - (a) Guarantor is a _____ duly existing and in good standing under the laws of the State of _____.
 - (b) The execution, delivery and performance of this Guaranty have been duly authorized by all necessary corporate action and do not conflict with or violate any provision of law, any regulation, or Guarantor's charter or by-laws, or any agreement binding upon it.
 - (c) No consent, approval and authorization of, registration with, or declaration to any governmental authority are required in connection with the execution, delivery and performance of this Guaranty.
 - (d) This Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable against Guarantor in accordance with its terms, subject as to enforcement to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting creditors' rights and to general equity principles.
9. Continuing Guaranty. The Guaranty is a continuing guaranty and shall continue and remain in full force and effect and be binding upon the Guarantor and its successors and permitted assigns during the Term hereof with respect to all Agreement Obligations (whether now existing or arising in the future). In the event that any payment by Company in respect of any Agreement Obligations is rescinded or must otherwise be returned for any reason whatsoever, this Guaranty shall remain in effect and the Guarantor shall remain liable hereunder in respect of such Agreement Obligations as if such payment had not been made.
10. Assignment. The Guarantor may assign its obligations under this Guaranty only with the prior written consent of Beneficiary. Any reasonable uncertainty on the part of Beneficiary concerning the ability on the part of any potential assignee of the Guarantor to carry out the Guarantor's obligations hereunder shall be considered a reasonable and sufficient basis for Beneficiary to withhold its consent, unless and until the potential assignee can satisfy Beneficiary, in Beneficiary's commercially reasonably exercised discretion, that the assignee is capable of fully performing the obligations of the Guarantor hereunder.
11. Governing Law and Jurisdiction. THE VALIDITY, CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS GUARANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE. With respect to any suit, action or proceedings relating to this Guaranty ("Proceedings"), the Guarantor irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of the State of New York and the United States District Court located in the Borough of Manhattan in New York City, and (b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over the Guarantor. Nothing in this Guaranty precludes Beneficiary from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

12. Term. This Guaranty shall be effective as of the Effective Date and shall continue in full force and effect and be binding upon the Guarantor, and shall inure to the benefit of the Beneficiary and its successors and assigns, until such time as all the Agreement Obligations under each of the Agreements shall be indefeasibly paid, satisfied, performed and discharged in full, and all of the guaranties, covenants, duties, obligations and agreements of Guarantor hereunder shall have been duly paid, satisfied, performed or discharged in full (the "Term"). Notwithstanding the foregoing and anything else herein to the contrary, Guarantor may, by providing at least thirty (30) days prior written notice to Beneficiary, earlier terminate this Guaranty; provided that this Guaranty shall remain in full force and effect after such termination with respect to all Agreement Obligations and all other amounts owing by Guarantor hereunder, if any, incurred prior thereto, until such Agreement Obligations and such other amounts have been fully paid, satisfied, performed and discharged.
13. Waiver of Right to Trial by Jury. GUARANTOR WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS IT MAY HAVE UNDER THIS GUARANTY OR ANY AGREEMENT OBLIGATIONS OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION HERewith OR THEREWITH OR ARISING FROM ANY RELATIONSHIP EXISTING IN CONNECTION WITH THIS GUARANTY OR THE AGREEMENT AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
14. Non-Disclosure of Information. The parties shall consider all information provided pursuant to this Guaranty to be proprietary unless such information is available from public sources. No party shall publish or disclose proprietary information for any purpose without the prior written consent of the disclosing party, except disclosures required by law or as may be required to communicate with a party's employees, agents, investors, lenders, attorneys or other expressly authorized representatives regarding this Guaranty.
15. Severability. In case any one or more of the provisions (or portions thereof) contained in this Guaranty should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions (or portions thereof) shall not in any way be affected or impaired thereby.
16. Headings. The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof.

IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of the Effective Date.

GUARANTOR

By: _____

Printed Name: _____

Title: _____

EXHIBIT H
“FORM OF” LETTER OF CREDIT
[LETTERHEAD OF ISSUING BANK]

IRREVOCABLE STANDBY LETTER OF CREDIT NO: _____
DATE OF ISSUANCE: _____
INITIAL EXPIRATION DATE: [MUST BE AT
LEAST ONE YEAR AFTER DATE OF
ISSUANCE]

BENEFICIARY:
NORTHERN STATES POWER COMPANY,
A WISCONSIN CORPORATION
C/O XCEL ENERGY
APPLICANT:

ATTN: CREDIT DEPARTMENT
CO1453-02-MCA
3500 BLAKE ST
DENVER, CO 80205

AS THE ISSUING BANK ("ISSUER"), WE, [NAME OF ISSUING BANK], HEREBY ESTABLISH THIS IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ (THIS "LETTER OF CREDIT") IN FAVOR OF THE ABOVE-NAMED BENEFICIARY ("BENEFICIARY") FOR THE ACCOUNT OF THE ABOVE-NAMED APPLICANT ("APPLICANT") IN THE AMOUNT OF USD \$ _____ (_____ U.S. DOLLARS).

BENEFICIARY MAY DRAW ALL OR ANY PORTION OF THIS LETTER OF CREDIT AT ANY TIME AND FROM TIME TO TIME AND ISSUER WILL MAKE FUNDS IMMEDIATELY AVAILABLE TO BENEFICIARY UPON PRESENTATION OF BENEFICIARY'S DRAFT(S) AT SIGHT IN SUBSTANTIALLY THE FORM ATTACHED HERETO AS **ATTACHMENT 1** ("SIGHT DRAFT"), DRAWN ON ISSUER AND ACCOMPANIED BY THIS LETTER OF CREDIT. ALL SIGHT DRAFT(S) MUST BE SIGNED ON BEHALF OF BENEFICIARY AND SIGNATOR MUST INDICATE HIS OR HER TITLE OR OTHER OFFICIAL CAPACITY. NO OTHER DOCUMENTS WILL BE REQUIRED TO BE PRESENTED. THIS ISSUER WILL EFFECT PAYMENT UNDER THIS LETTER OF CREDIT WITHIN THREE (3) DAYS AFTER PRESENTMENT OF THE SIGHT DRAFT(S). PAYMENT SHALL BE MADE IN U.S. DOLLARS WITH ISSUER'S OWN FUNDS IN IMMEDIATELY AVAILABLE FUNDS.

ISSUER WILL HONOR ANY SIGHT DRAFT(S) PRESENTED IN SUBSTANTIAL COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT AT THE ISSUER'S LETTERHEAD OFFICE, THE OFFICE LOCATED AT _____ OR ANY OTHER FULL SERVICE OFFICE OF THE ISSUER ON OR BEFORE THE ABOVE STATED EXPIRATION DATE, AS SUCH EXPIRATION DATE MAY BE EXTENDED HEREUNDER. PARTIAL AND MULTIPLE DRAWS AND PRESENTATIONS ARE PERMITTED ON ANY NUMBER OF OCCASIONS. FOLLOWING ANY PARTIAL DRAW, ISSUER WILL ENDORSE THIS LETTER OF CREDIT AND RETURN THE ORIGINAL TO BENEFICIARY.

ISSUER ACKNOWLEDGES THAT THIS LETTER OF CREDIT IS ISSUED PURSUANT TO THE PROVISIONS OF THAT CERTAIN ELECTRIC SERVICE AGREEMENT BETWEEN THE BENEFICIARY AND THE APPLICANT DATED AS OF _____, 20__ (AS THE SAME MAY HAVE BEEN OR MAY BE AMENDED FROM TIME TO TIME, THE "ESA") NOTWITHSTANDING ANY REFERENCE IN THIS LETTER OF CREDIT TO THE ESA OR ANY OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS, OR REFERENCES IN THE ESA OR ANY OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS TO THIS LETTER OF CREDIT,

THIS LETTER OF CREDIT CONTAINS THE ENTIRE AGREEMENT BETWEEN BENEFICIARY AND ISSUER RELATING TO THE OBLIGATIONS OF ISSUER HEREUNDER.

THIS LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED EACH YEAR WITHOUT AMENDMENT FOR A PERIOD OF ONE YEAR FROM THE EXPIRATION DATE HEREOF, AS EXTENDED, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE, ISSUER NOTIFIES BENEFICIARY BY REGISTERED MAIL THAT IT ELECTS NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD. NOTICE OF NON-EXTENSION WILL BE GIVEN BY ISSUER TO BENEFICIARY AT BENEFICIARY'S ADDRESS SET FORTH HEREIN OR AT SUCH OTHER ADDRESS AS BENEFICIARY MAY DESIGNATE TO ISSUER IN WRITING AT ISSUER'S LETTERHEAD ADDRESS.

THIS LETTER OF CREDIT IS FREELY TRANSFERABLE IN WHOLE OR IN PART, AND THE NUMBER OF TRANSFERS IS UNLIMITED. ISSUER AGREES THAT IT WILL EFFECT ANY TRANSFERS IMMEDIATELY UPON PRESENTATION TO ISSUER OF THIS LETTER OF CREDIT AND A COMPLETED WRITTEN TRANSFER REQUEST SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS **ATTACHMENT 2** ("TRANSFER REQUEST"). SUCH TRANSFER WILL BE EFFECTED AT NO COST TO BENEFICIARY. ANY TRANSFER FEES ASSESSED BY ISSUER WILL BE PAYABLE SOLELY BY APPLICANT, AND THE PAYMENT OF ANY TRANSFER FEES WILL NOT BE A CONDITION TO THE VALIDITY OR EFFECTIVENESS OF THE TRANSFER OR THIS LETTER OF CREDIT.

ISSUER WAIVES ANY RIGHTS IT MAY HAVE, AT LAW OR OTHERWISE, TO SUBROGATE TO ANY CLAIMS BENEFICIARY MAY HAVE AGAINST APPLICANT OR APPLICANT MAY HAVE AGAINST BENEFICIARY.

THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600 (THE "UCP"), EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE UCP, INCLUDING BUT NOT LIMITED TO ARTICLES 14(B) AND 36 OF THE UCP, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDIT SHALL GOVERN. WITH RESPECT TO ARTICLE 14(B) OF THE UCP, ISSUER SHALL HAVE A REASONABLE AMOUNT OF TIME, NOT TO EXCEED THREE (3) BANKING DAYS FOLLOWING THE DATE OF ISSUER'S RECEIPT OF DOCUMENTS FROM THE BENEFICIARIES (TO THE EXTENT REQUIRED HEREIN), TO EXAMINE THE DOCUMENTS AND DETERMINE WHETHER TO TAKE UP OR REFUSE THE DOCUMENTS AND TO INFORM BENEFICIARY ACCORDINGLY.

IN THE EVENT OF AN ACT OF GOD, RIOT, CIVIL COMMOTION, INSURRECTION, WAR OR ANY OTHER CAUSE BEYOND ISSUER'S CONTROL THAT INTERRUPTS ISSUER'S BUSINESS (COLLECTIVELY, AN "INTERRUPTION EVENT") AND CAUSES THE PLACE FOR PRESENTATION OF THIS LETTER OF CREDIT TO BE CLOSED FOR BUSINESS ON THE LAST DAY FOR PRESENTATION, THE EXPIRY DATE OF THIS LETTER OF CREDIT WILL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT TO A DATE THIRTY (30) CALENDAR DAYS AFTER THE PLACE FOR PRESENTATION REOPENS FOR BUSINESS.

ISSUER:

BY:

AUTHORIZED SIGNATURE

ITS:

ATTACHMENT 1
TO "FORM OF" LETTER OF CREDIT

SIGHT DRAFT

Sight Draft

\$ _____

At sight, pay to the order of [Name of Beneficiary to be inserted], the amount of USD \$ _____
(_____ and 00/100ths U.S. Dollars).

Drawn under [Name of Issuer to be inserted] Standby Letter of Credit No. _____.

Dated: _____, 20____

[Name of Beneficiary to be inserted]

By:

Its Authorized Representative and [Title or
Other Official Capacity to be inserted]

To: [Name and Address of Issuer to be inserted]

ATTACHMENT 2
TO "FORM OF" LETTER OF CREDIT

FORM OF TRANSFER REQUEST

IRREVOCABLE STANDBY LETTER OF
CREDIT NO: _____

CURRENT BENEFICIARY:

APPLICANT:

TO: [NAME OF ISSUING BANK]

The undersigned, as the current "Beneficiary" of the above referenced Letter of Credit, hereby requests that you reissue the Letter of Credit in favor of the transferee named below [INSERT TRANSFEREE NAME AND ADDRESS BELOW]:

From and after the date this transfer request is delivered to the Issuer, the transferee shall be the "Beneficiary" under the Letter of Credit for all purposes and shall be entitled to exercise and enjoy all of the rights, privileges and benefits thereof.

DATED: _____

[NAME OF BENEFICIARY]

By:
Name:
Title:

[NOTARY ACKNOWLEDGMENT]

[TO BE SIGNED BY A PERSON PURPORTING TO BE AN AUTHORIZED REPRESENTATIVE OF THE BENEFICIARY AND INDICATING THEIR TITLE OR OTHER OFFICIAL CAPACITY AND ACKNOWLEDGED BY A NOTARY PUBLIC.]

**Interconnection Agreement for Retail Electric Service
at Transmission Voltage**

Between

Northern States Power Company, a Minnesota corporation

and

[INSERT CUSTOMER/CUSTOMER AGENT LEGAL ENTITY]

Dated as of _____ 20__

This INTERCONNECTION AGREEMENT FOR RETAIL ELECTRIC SERVICE AT TRANSMISSION VOLTAGE (the "**Interconnection Agreement**") is dated as of this ____ day of _____, 20__, between [CUSTOMER OR CUSTOMER'S AGENT LEGAL ENTITY], a [STATE] [LEGAL ENTITY TYPE] located at [ADDRESS], hereinafter called ("**Customer**"), and Northern States Power Company, a Minnesota corporation located at 414 Nicollet Mall, Minneapolis, MN 55401 (the "**Company**"). For purposes of this Interconnection Agreement, "Party" will mean Customer or the Company, and "Parties" will mean Customer and the Company.

RECITALS

WHEREAS, Company is, *inter alia*, a public utility under Minnesota law engaged in the business of generating, transmitting, distributing, and selling electric power and energy and related services in the State of Minnesota; and

WHEREAS, Customer proposes to own and operates a data center located [LOCATION] (the "**Data Center**"); and

WHEREAS, Customer and Company are parties to that certain Electric Service Agreement ("**ESA**") dated as of [ESA DATE] by which Company will provide Customer retail electric service to the Data Center; and

WHEREAS, pursuant to the ESA, Customer will take retail electric service from Company at transmission voltage (approximately ____ kilovolts ("**kV**")) consistent with the ESA, the Tariff (as hereinafter defined), and the Ancillary Agreements (as hereinafter defined); and

WHEREAS, the anticipated retail electric service at transmission voltage from Company to Customer requires that Customer and Company design, engineer, procure, permit, construct, own, operate, and maintain facilities to allow Customer to interconnect to the Company System (as hereinafter defined); and

WHEREAS, the Customer and Company intend that Company need not commence to develop, permit, or construct any of the Company Facilities (as hereinafter defined) until such time as Company receives a Notice to Construct (as hereinafter defined) from Customer; and

WHEREAS, Customer's Notice to Construct will put Company on notice to procure, permit, construct and/or relocate (as applicable) the Company Facilities, and the requested in-service date of the Company Facilities identified; and

WHEREAS, following the issuance of a Notice to Construct, Customer intends that the Data Center will have initial peak annual load of at least _____ (____) megawatts ("**MW**") and load factor of approximately _____; and

WHEREAS, the Parties desire to execute this Interconnection Agreement to provide the terms and conditions for the interconnection of the Customer Facilities (as hereinafter defined) with the Company System and to define the continuing rights, responsibilities, and obligations of the Parties

with respect to the use of certain of their own and the other Party's property, assets, and facilities;
and

WHEREAS, the Parties desire to avail themselves of mutual benefits of coordinating the development and operations of their respective systems with respect to the Customer Facilities and Company Facilities, as defined herein.

NOW THEREFORE, the Parties agree as follows:

Article I. DEFINITIONS

Section 1.01 Rules of Construction.

Capitalized terms used in this Interconnection Agreement will have the meanings set forth in this Article I, whether in the singular or the plural or in the present or past tense. Other terms used in this Interconnection Agreement but not so defined will have meanings as commonly used in the English language and, where applicable, in Good Utility Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

Section 1.02 Good Faith and Fair Dealing.

The Parties will act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Interconnection Agreement. Unless expressly provided otherwise in this Interconnection Agreement, (a) where the consent, approval, or similar action is required by a Party, such consent or approval will not be unreasonably withheld, conditioned, or delayed; and (b) wherever a Party has the right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action will be reasonable.

Section 1.03 General Provisions.

- (a) In the event Customer enters into any agreements with Company or an Affiliate of Company in addition to this Interconnection Agreement, the Parties acknowledge and agree that such agreements will be deemed to be separate and free-standing contracts that do not alter the terms of this Interconnection Agreement except to the extent specified therein, nor will the terms of this Interconnection Agreement be deemed to alter the terms of any other contract between the Company or Affiliate of Company and Customer, including, without limitation the ESA. Notwithstanding the foregoing, this Interconnection Agreement is intended to be read in concert with the ESA and to the extent there are any conflicts between this Interconnection Agreement and the ESA, the ESA will control.
- (b) This Interconnection Agreement will not be construed to create any rights between Customer and Company for any purpose other than interconnection of the facilities

described herein. Specifically, this Interconnection Agreement does not provide Customer with electric service, FERC jurisdictional interconnection service, or any other rights or service except as expressly identified herein.

- (c) This Interconnection Agreement will apply to interconnections of load located on Customer's side of the Point(s) of Interconnection to the Company System. This Interconnection Agreement will not apply to interconnections that support the transmission of electricity across the Company System.
- (d) Except to the extent precluded by an Emergency, Force Majeure, Forced Outage, or compliance with Applicable Law (including for the avoidance of doubt those necessary to comply with Reliability Standards) (such terms as hereinafter defined), Company will reasonably consult with Customer, and as appropriate negotiate an amendment to this Interconnection Agreement, whenever (a) Company requires Customer to add, modify, or improve its facilities that are the subject of this Interconnection Agreement; or (b) Company requires Customer to change its operation standards or practices, or operation of facilities that are the subject of this Interconnection Agreement. The requirements set forth in clauses (a) and (b) in the preceding sentence will be applied on a comparable, just and reasonable, and non-discriminatory basis in accordance with Good Utility Practice, as applicable.
- (e) This Interconnection Agreement provides no rights to Customer with respect to any backup generation located at the premises used to support the Data Center. Under no circumstance, whatsoever, including without limitation during an Emergency (except as may be necessary to prevent damage to the Company Facilities and the Company System), will Customer's backup generation at the Data Center be allowed to feed any energy over the Point(s) of Interconnection onto the Company System.

Section 1.04 Definitions.

"Affiliate" means with respect to a corporation, partnership, or other entity, each such other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

"Ancillary Agreements" means the ESA, and any other relevant agreements as may be applicable to the Project.

"Applicable Law" means all duly promulgated applicable federal, state, and local laws, statutes, treaties, codes, ordinances, regulations, rules, certificates, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

“Balancing Area” means an electric power system or combination of electric power systems bounded by interconnection metering and telemetering to which a common generation control scheme is applied in order to: (a) match the power output of generation resources within the electric power system(s) and energy delivered from or to entities outside the electric power system(s), with the load within the electric power system(s); (b) maintain scheduled interchange with other Balancing Areas, within the limits of Good Utility Practice; and (c) maintain the frequency of the electric power system(s) within reasonable limits in accordance with Good Utility Practice and the criteria of the NERC and the Minnesota Public Utilities Commission.

“Balancing Area Operator” means the entity with responsibility for operating and controlling generation and loads affecting the Company System. The Balancing Area Operator for the Company System is the Midcontinent Independent System Operation, or its successor.

“Business Day” means any Day that is not a Saturday, a Sunday, or a federal holiday.

“Commercial Operation” means Customer has demonstrated that the Data Center is physically capable of receiving retail electric service consistent with Good Utility Practice.

“Commercial Operation Date” means the date on which the Data Center reaches Commercial Operation.

“Commercially Reasonable” or **“Commercially Reasonable Efforts”** means, with respect to any action to be taken or attempted by a Party under this Interconnection Agreement, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost; (b) is consistent with Good Utility Practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

“Company” has the meaning set forth in the introductory paragraph of this Interconnection Agreement.

“Company Facilities” means the transmission voltage equipment, apparatus, and devices owned by Company for purposes of providing retail electric service at transmission voltage and for interconnection to the Customer Facilities, including but not limited to switching stations, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment and any replacement or additional equipment that Customer may install due to equipment failure or to meet changed industry standards and all related instrument transformers, substation, and physical structures, all transmission facilities required to access the Point(s) of Interconnection, and Company’s metering, relays, electric energy collection network, and generation control equipment. The Company Facilities are identified and described in Appendix A and its sub-appendices.

“Company System” means: (a) the Company’s transmission system, as subject to the jurisdiction of FERC; and (b) the Company’s distribution system, as subject to the jurisdiction of the Minnesota Public Utilities Commission. For the avoidance of doubt, the Company System will include the Company Facilities.

“Confidential Information” has the meaning set forth in Section 17.02.

“Customer” has the meaning set forth in the introductory paragraph of this Interconnection Agreement.

“Customer Facilities” means the equipment, apparatus, and devices owned by Customer for purposes of interconnecting to the Company Facilities, including but not limited to substation, circuits, circuit breakers, bus work, land easements, relays, communications circuits, and associated equipment and any replacement or additional equipment that Customer may install due to equipment failure or to meet changed industry standards and all related instrument transformers, substation and physical structures, all transmission facilities required to access the Point(s) of Interconnection, and Customer’s metering, relays, electric energy collection network, and generation control equipment. The Customer Facilities are identified and described in Appendix B.

“Data Center” has the meaning set forth in the recitals.

“Day” means a calendar day.

“Early Termination Fee” means the Net Book Value of the cost of the Company Facilities as of the date this Interconnection Agreement is terminated.

“Effective Date” has the meaning set forth in Section 3.01.

“Electric Service Agreement” or **“ESA”** means that certain Electric Service Agreement dated as of [ESA DATE] by and between the Parties for the provision of retail electric service by Company to Customer for the Data Center.

“Emergency” means a condition or situation that in the reasonable good faith determination of the affected Party based on Good Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property, or the environment.

“FERC” means the Federal Energy Regulatory Commission, or any successor agency.

“Force Majeure” means any act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm or flood, explosion, epidemic, order, regulation, or restriction imposed by governmental military or lawfully established civilian authorities, or any other cause beyond a Party’s control. Force Majeure also includes the failure of one or both Parties, despite Commercially Reasonable Efforts in accordance with Good Utility

Practice, to obtain the Regulatory Approvals and Permits for the Company Facilities and/or Customer Facilities, as applicable. Neither the Company nor the Customer will be considered in default as to any obligation under this Interconnection Agreement if prevented from fulfilling the obligation due to an event of Force Majeure. However, a Party whose performance under this Interconnection Agreement is hindered by an event of Force Majeure will make all Commercially Reasonable Efforts to perform its obligations under this Interconnection Agreement.

“Forced Outage” means: (a) in the case of Customer, taking Customer’s system, in whole or in part, out of service by reason of an Emergency or Network Security condition, unanticipated failure, or other cause beyond the reasonable control of Customer, when such removal from service was not scheduled in accordance with Section 5.02; and (b) in the case of Company, taking the Company System, in whole or in part, out of service by reason of an Emergency or Network Security Condition, unanticipated failure, or other cause beyond the reasonable control of Company, when such removal from service was not scheduled in accordance with Section 5.02.

“Good Utility Practice” means any of the practices, methods, standards, and acts engaged in or approved by a significant portion of the applicable segment of the electric utility industry during the relevant time period, or any of the practices, methods, standards, and acts which, in the exercise of Commercially Reasonable judgment, in light of the facts known (or reasonably should have been known) at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Law, Permits, codes, standards, equipment manufacturer’s recommendations, good business practices, reliability, safety, environmental protection, economy, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to those practices, methods, standards, and acts generally acceptable or approved in the region, including those practices required by Federal Power Act section 215(a)(4).

“Governmental Authority” means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other Governmental Authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Customer, the Company, or any Affiliate thereof.

“Guarantor” means (a) where an Affiliate of Customer providing a guaranty under this Interconnection Agreement, meeting each of the following requirements: (i) organized under the Applicable Laws of the United States of America or any State thereof; (ii) capital and surplus of at least [SPELL OUT DOLLARS] (US\$ _____); and (iii) a credit rating from one (1) of the following three (3) rating agencies: of at least ____ by S&P, ____ by Moody’s, or ____ by Fitch, and (b) where a third party is providing a guaranty

under this Interconnection Agreement, meets each of the following requirements: (i) organized under the Applicable Laws of the United States of America or any State thereof, (ii) capital and surplus of [SPELL OUT DOLLARS] (US\$_____), and (iii) a credit rating from one (1) of the following three (3) rating agencies: of at least ____ by S&P, ____ by Moody's, or ____ by Fitch.

"Indemnified Party" has the meaning set forth in Section 13.02.

"Indemnifying Party" has the meaning set forth in Section 13.02.

"Initial Period" has the meaning set forth in Section 3.01.

"Interconnection Guidelines" means *Xcel Energy's Interconnection Guidelines For Transmission Interconnected Customer Loads*, as they may be revised from time to time by the Company and posted on the Company's website (www.xcelenergy.com), the provisions of which will apply to the Parties as set forth in this Interconnection Agreement.

"Interconnection Service" means the service Company will provide to Customer to interconnect the Customer Facilities to the Company Facilities (such facilities being described more fully in Appendix A and its sub-appendices and Appendix B) for the provision of retail electric service at transmission voltage, and the ongoing operations and maintenance of such facilities.

"kV" has the meaning set forth in the recitals.

"Local Balancing Area Operator" or **"LBA"** means the entity with responsibility for operating and controlling local generation and loads affecting the Company System, subject to the authority of the Balancing Area Operator.

"Metering Device(s)" means all meters, current and potential transformers, and data processing equipment used to measure, record, or transmit data relating to the electric power and energy output from, or input to, the Customer, as identified in Appendix A and its sub-appendices. The Metering Point will be separately identified from the Point(s) of Interconnection.

"MISO" means the Midcontinent Independent System Operator, Inc., a non-profit, nonstock, Delaware corporation, and any successor entity.

"MPUC" means the Minnesota Public Utilities Commission, the regulatory agency having jurisdiction over the retail electric and gas service of Company in the State of Minnesota (including, without limitation, the retail electric service covered by this Interconnection Agreement; electric transmission infrastructure over 100 kV and 1500 feet in length; and natural gas infrastructure). or any successor entity

"MW" has the meaning set forth in the recitals.

“**NERC**” means the North American Electric Reliability Corporation, and any successor entity.

“**Net Book Value**” means the Company’s original cost of the Company’s Facilities, depreciated, as reflected on the Company’s books and records as of a date certain.

“**Network Security**” means the ability of the Company System to withstand sudden disturbances such as unforeseen conditions, electric short circuits, or unanticipated loss of system elements.

“**Notice To Construct**” means the notice(s) by Customer to Company as contemplated by Section 4.02.

“**Other Party Group**” has the meaning set forth in Section 12.01(e).

“**Premises**” means those locations identified in Attachment XX

“**Permit(s)**” means all applicable construction, land use, air quality, emissions control, environmental, protected species, routing, zoning, and other permits, licenses, and approvals from any Governmental Authority, including without limitation the MPUC, [LIST GOVERNMENTAL ENTITIES, IF ANY, FOR APPROVAL], for the routing, design, construction, ownership, operation, and maintenance of the Company Facilities or Customer Facilities, as applicable.

“**Planned Outage**” means action: (a) by Customer to take its equipment, facilities, or systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02; or (b) by Company to take its equipment, facilities, and systems out of service, partially or completely, to perform work on specific components that is scheduled in advance and has a predetermined start date and duration pursuant to the procedures set forth in Section 5.02.

“**Point(s) of Interconnection**” means the physical point or points at which the Customer Facilities interconnect with the Company Facilities, as depicted in Appendix A and its sub-appendices.

“**Regulatory Approvals**” will have the meaning set forth in Section 9.02.

“**Regulatory Approval Date**” means the date on which a final non-appealable order is issued by the MPUC providing the Regulatory Approvals.

“**Reliability Standards**” means mandatory reliability standards adopted by NERC and approved by FERC, as amended from time to time, applicable to the facilities owned, and/or operated by Customer and Company, respectively.

“System Protection Facilities” means the equipment required to protect: (a) the Company System, the systems of others directly or indirectly interconnected with the Company System, and Company’s customers from faults occurring on Customer’s side of the Point(s) of Interconnection; and (b) Customer from faults occurring on the Company System or on the systems of others to which the Company System is directly or indirectly interconnected.

“Tariff” means _____ Company’s Minnesota Electric Rate Book, on file with the MPUC, and as amended from time to time.

“Voltage Transformer” or **“VT”** means a transformer intended for metering, protective, or control purposes and designed to have its primary winding connected either between the primary conductors to be measured or between a conductor and ground. A voltage transformer normally reduces voltage magnitudes to levels which can be handled by control, protection, and metering equipment. The historic term for a VT is potential transformer.

Article II. SCOPE

Section 2.01 Scope of Interconnection.

- (a) General. Company will provide Interconnection Service to Customer at the Point(s) of Interconnection as provided herein. This Interconnection Agreement sets forth the terms and conditions of the interconnection of the Data Center to the Company System for the provision of retail electric service at transmission voltage by Company to Customer for varying amounts of Data Center load and the rights and duties of the Parties.
- (b) Other Arrangements. The establishment of an interconnection under this Interconnection Agreement does not in itself entitle Customer to obtain any services from Company that may be subject to the jurisdiction of FERC or the MPUC; Customer must arrange for any such services in accordance with the applicable tariff or service requirements.

Section 2.02 Facilities Providing Service.

The scope of the Interconnection Service for retail electric service at transmission voltage provided hereunder is based on Company’s description of the Company’s Facilities, and Customer’s description of the Customer’s Facilities, as set forth in Appendix A and its sub-appendices and Appendix B, respectively.

Article III. TERMS AND TERMINATION

Section 3.01 Term.

This Interconnection Agreement will become effective upon execution by the Parties, unless otherwise ordered by the MPUC pursuant to Section 9.02 (the “Effective Date”). Unless terminated earlier in accordance with Section 3.02, the Interconnection Service provided under this Interconnection Agreement will remain in effect for an initial period of at least fifteen (15) years from the Commercial Operation Date (“Initial Period”). Upon expiration of the Initial Period, this Interconnection Agreement will automatically renew for additional twelve (12) month periods (“Renewal Period”, together with the Initial Period the “Term”) until such time as either Party may terminate the Interconnection Agreement in accordance with Section 3.02.

Section 3.02 Termination.

This Interconnection Agreement may be terminated in the following circumstances: (a) by mutual agreement of the Parties; (b) upon twelve (12) months’ notice by either Party prior to the expiration of the Term of its intent not to renew, or (c) by either Party in the event of any material breach of this Interconnection Agreement by the other Party where such breach remains uncured for a period of thirty (30) days after written notice thereof. In the event of termination by Customer under Section 3.02(a) or (c), Customer shall pay to Company an amount equal to the Early Termination Fee as of the date of termination of this Interconnection Agreement.

The Parties will use Commercially Reasonable Efforts to mitigate the costs, damages, and charges arising out of a termination under this Section 3.02. In the event of a dispute regarding the termination or the Early Termination Fee, either Party may request dispute resolution pursuant to the procedures in Article XV.

Section 3.03 Survival.

The provisions of this Interconnection Agreement necessary to give full effect to its terms will continue in effect after the termination or expiration of this Interconnection Agreement. Such provisions include but are not limited to: Section 3.02 (Termination), Section 5.01 (Disconnection), Section 13.01 (Waiver of Consequential Damages), Section 13.02 (Indemnity), Article 14 (Default), and Article 15 (Dispute Resolution). In addition, the obligation to pay any money due and owing to either Party pursuant to this Interconnection Agreement will survive termination or expiration of this Interconnection Agreement.

Article IV. OWNERSHIP, CONSTRUCTION, OPERATION AND MAINTENANCE

Section 4.01 New Facilities.

To enable Customer to carry out the initial construction and potential expansion of the Data Center, the Parties have identified certain equipment that is necessary to design, engineer, procure, permit, construct, own, operate, and maintain in order to ensure that Company can deliver and Customer can accept retail electric service at transmission voltage for the Data Center, consistent with the requirements of the ESA. Appendix A and its sub-appendices identify the Company Facilities, and Appendix B identifies the Customer Facilities. The Company Facilities and the Customer Facilities will be constructed, operated, and maintained consistent with the terms of this Interconnection Agreement for transmission voltage retail electric service.

Section 4.02 Notice to Construct.

- (a) Company's obligations for the construction of the Company Facilities as provided for in this Interconnection Agreement are expressly conditioned on Company receiving Customer's "Notice to Construct." Company need not undertake any action (although it may do so) in furtherance of the development or permitting of the Company Facilities identified in Appendix A or its sub-appendices until such time as Company receives a Notice to Construct from Customer identifying the specific Company Facilities to be constructed. A form of Customer's Notice to Construct is provided in Appendix C.
- (b) In Customer's Notice to Construct, Customer may request Company to construct the Company Facilities identified in Appendix A-1 not sooner than _____ months prior to the requested in-service date for the Company's Facilities identified in Appendix A-1.
- (c) For the Company Facilities identified in Appendix A-1, Customer's requested in-service date will not be sooner than _____ after Company's receipt of Notice to Construct. Notwithstanding the foregoing, if Company determines that it is unable to meet the requested in-service date for any reason, Company will notify Customer and describe the reasons for any delay as well as potential mitigations.
- (d) In the event that Company does not receive Customer's Notice to Construct by the fifth (5th) anniversary of the Regulatory Approval Date, Company may terminate this Interconnection Agreement, without prior MPUC approval, upon thirty (30) days' notice to Customer.

Section 4.03 Company Facilities.

- (a) Company will design, engineer, procure, permit, construct, own, operate, and maintain in accordance with Applicable Law, Good Utility Practice, and the

Interconnection Guidelines, the Company Facilities shown in Appendix A and its sub-appendices, and will operate such facilities in a manner that protects the Customer's electric system, including the Customer Facilities, from transients, faults, and other operating contingencies.

- (b) Company will construct the Company Facilities in accordance with the Tariff, including the Facilities identified in Appendix A at Customer's cost and expense as identified in Table 1 in Appendix A-2, as well as interrupting equipment at the transmission level for the purpose of implementing the UFLS scheme in accordance with the requirements of NERC Standard PRC-006.

Section 4.04 Customer Facilities and System Protection Facilities.

- (a) Upon issuance of its Notice to Construct, Customer will, at Customer's sole expense, design, engineer, procure, permit, construct, own, operate, and maintain the Customer Facilities as described in Appendix B, in accordance with Applicable Law and Good Utility Practice, and will operate the Customer Facilities in a manner that protects the Company System, including the Company Facilities, from transients, faults, and other operating contingencies occurring at the Customer Facilities or caused by Customer. Design and construction of the Customer Facilities will occur as provided for in Appendix B.
- (b) Design and specification of System Protection Facilities, including protective relaying, alarming, fault recording, control, dVAR controller, metering, and related systems for substations, high voltage switch gear, and transformers will be subject to the Company's review and approval, which approval will not be unreasonably withheld or delayed. All System Protection Facilities must be in compliance with Applicable Law, Good Utility Practice, and the requirements set forth in this Interconnection Agreement.
- (c) To the extent Customer is required to install, operate, and maintain facilities and equipment required for Company to comply with applicable frequency-based, voltage-based, and manual load shedding obligations established by Reliability Standards or the Balancing Area Operator, Company will provide Customer with sufficient advanced written notice and in a manner consistent with Good Utility Practice.

Section 4.05 Final Invoice.

- (a) Within six (6) months after completion of the construction of the Company's Facilities, Company shall provide an invoice of the final cost of the construction of the Company's Facilities and shall set forth such costs in sufficient detail to enable Customer to compare the actual costs with the estimates and to ascertain deviations, if any, from the cost estimates. Company shall refund, without interest, to Customer any amount by which the actual payment by Customer for estimated costs

exceeds the actual costs of construction within thirty (30) Calendar Days of the issuance of such final construction invoice.

- (b) Customer shall pay Company any amount by which the actual costs exceeds the estimated costs of construction within thirty (30) Days of the issuance of such construction invoice.

Section 4.06 Modifications to Facilities.

- (a) Either Party may undertake modifications to its respective Facilities, identified in Appendix A and its sub-appendices, and in Appendix B respectively and as applicable, and such modifications will be designed, constructed, and operated in accordance with Applicable Law, Good Utility Practice, and this Interconnection Agreement; provided, however, if: (1) Customer proposes (A) to make any change or modification to the configuration or operation of the Customer Facilities that may affect the Company System, including the Company Facilities, (B) to add a new Point(s) of Interconnection, or (C) to eliminate a Point(s) of Interconnection (except when this Interconnection Agreement is terminated); or (2) Company proposes to make any change or modification to the configuration or operation of the Company Facilities that may affect the Customer Facilities, then (x) the Party proposing the change will provide sufficient notice and information regarding such modification so that the other Party may evaluate the potential impact of such modification prior to the commencement of any work, and (y) the Parties will negotiate in good faith an amendment to this Interconnection Agreement as may be necessary to address the proposed change.
 - (1) Information provided under this Section 4.06(a) regarding such modification may be designated by a Party to be Confidential Information hereunder, including, but not be limited to, information concerning the timing of such modification and how such modifications are expected to affect the other Party's system. Unless a shorter period of time is appropriate for a Party to respond to an Emergency, or comply with Reliability Standards or Applicable Law, the Party desiring to perform such work will provide the relevant drawings, plans, and specifications to the other Party at least ninety (90) Days in advance of the commencement of the work or such shorter period upon which the Parties may agree, which agreement will not unreasonably be withheld, conditioned, or delayed.
 - (2) In the event the Parties are unable to agree to such modification of the Company Facilities or the Customer Facilities pursuant to Section 4.06(a), the Parties will consider such failure to agree a dispute under this Interconnection Agreement and will resolve such dispute pursuant to Article XV.

- (3) Where it is necessary to add or modify one (1) or more Point(s) of Interconnection, the Parties will work together in good faith with respect to the location, cost, and timing of such Point(s) of Interconnection, consistent with Good Utility Practice.
- (b) Customer will be responsible for the costs of any additions, modifications, or replacements that may be necessary to maintain or upgrade the Customer Facilities consistent with Applicable Law, Good Utility Practice, and the Interconnection Guidelines, as applicable. Customer will own any modifications to the Customer Facilities.

Section 4.07 Reliability Standards.

Customer will be responsible for compliance with all Reliability Standards applicable to Customer's electrical system; and Company will be responsible for compliance with all Reliability Standards applicable to the Company System. Each Party will be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including: (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance. The Parties agree to share data or documentation as may be required to demonstrate compliance with Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

Section 4.08 Interconnection Guidelines.

The Interconnection Guidelines provide additional and more detailed standards for designing, testing, studying, constructing, operating, maintaining, and interconnecting at the Point(s) of Interconnection. The Interconnection Guidelines include, among other things, power factor requirements and metering requirements. Customer will comply with the Interconnection Guidelines, as appropriate, for: (a) any new Point(s) of Interconnection requested by Customer on or after the Effective Date; and (b) any existing Point(s) of Interconnection materially modified after the Effective Date.

Section 4.09 Power Factor.

Unless prevented by circumstances beyond Customer's control, including Forced Outages, Customer will have sufficient power factor control equipment (such as capacitors) installed to maintain at minimum a ninety-five percent (95%)-lagging or leading power factor at the Point(s) of Interconnection. Customer will maintain the aforesaid requirement during peak load periods and avoid leading power factor during light load conditions.

In the event Customer does not have sufficient power factor control equipment (such as capacitors) installed, to maintain at a minimum a ninety-five percent (95%)-lagging or leading power factor at the Point(s) of Interconnection, Customer will, within thirty (30)

Days after written notice from Company of such deficiency, will correct the deficiency or provide Company with a written commitment to correct the deficiency. In the event Customer makes a written commitment to add power factor control equipment (such as capacitors), Customer will exert Commercially Reasonable Efforts to expeditiously bring such equipment into service.

Section 4.10 Access.

Appropriate representatives of Company will at all reasonable times, including weekends and nights, and with one (1) Business Day prior notice, have access to the Customer Facilities, to take readings and to perform all inspections, maintenance, service, and operational reviews as may be appropriate or necessary to facilitate the performance of this Interconnection Agreement. While on Customer's premises, Company's representatives will announce their presence and observe such safety precautions as may be required and will conduct themselves in a manner that will not interfere with Customer's operations. Company and Customer will provide such access subject to Company's compliance with Customer's reasonable security guidelines, standard site rules and regulations, and any required right of entry agreements. Customer will provide Company with such guidelines, rules, regulations, and agreements promptly when available, and will provide updated versions of such guidelines, rules, regulations, and agreements promptly when available.

Section 4.11 Right of Installation.

Each Party will make available suitable space for installation by the other Party of necessary equipment, apparatus, and devices required for the performance of this Interconnection Agreement.

Section 4.12 Right of Removal.

Any and all equipment, apparatus, and devices caused to be placed or installed by one Party on, or in, the premises of the other Party will be and remain the property of the Party owning such equipment, apparatus, and devices regardless of the mode or manner of annexation or attachment to the relevant premises. Unless otherwise agreed by the Parties, upon termination or expiration of this Interconnection Agreement, each Party will completely remove all foundations for all of its equipment from the other Party's premises. Notwithstanding the forgoing, in lieu of removal, the Parties reserve the right to sell any and all equipment, apparatus, and devices that are attached to the premises. Once the aforesaid equipment is removed, the Parties will update Appendix A and its sub-appendices, and Appendix B, as appropriate, to reflect the removal.

Section 4.13 Transfer of Control or Sale of Facilities.

In any sale or transfer of control of the Customer Facilities, Customer will: (a) provide sufficient notice to Company; and (b) as a condition of such sale or transfer require the acquiring party or transferee with respect to the transferred facilities either to assume the

obligations of Customer with respect to this Interconnection Agreement or to enter into an agreement with Company imposing on the acquiring party or transferee the same obligations applicable to Customer under this Interconnection Agreement. For the avoidance of doubt, "sale or transfer of control of the Customer Facilities" does not include any change of ownership from Customer to its Affiliate that may be incidental to any corporate structural changes of any of Customer's Affiliates; provided, however, that Customer provides reasonably prompt notice of such transfer to Company, and further provided, however, that failure by Customer to provide notice of such transfer will not be deemed a breach or event of default under this Interconnection Agreement.

Article V. OUTAGES AND COORDINATION

Section 5.01 Disconnection.

- (a) Except when there is an Emergency, Forced Outage, Force Majeure, and/or a requirement to comply with Reliability Standards or Applicable Law, the Parties will reasonably consult each other prior to disconnecting the Customer Facilities from the Company Facilities.
- (b) If at any time Company observes any protective equipment that appears to have failed or to have been changed other than pursuant to Section 4.06, Company will have the right, if Company determines that such failure or change may have a material adverse impact on the safety or reliability of the Company System consistent with Good Utility Practice, to temporarily disconnect the Customer Facilities from the Company Facilities, provided Company first provides Commercially Reasonable notice to Customer, and only for so long as reasonably consistent with Good Utility Practice. Company may require, at Customer's expense, a new calibration and activation test of Customer's protective equipment after such equipment has been corrected or repaired

Section 5.02 Outages.

- (a) In accordance with Good Utility Practice, each Party may, in close cooperation with the other Party, remove from service its system elements that may affect the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, the Party scheduling a removal of a system element from service will use good faith efforts to schedule such removal on a date mutually acceptable to both Parties, in accordance with Good Utility Practice.
- (b) In the event of a Forced Outage of a system element of Customer's electric system adversely affecting the Company Facilities or the Company System, Customer will use Good Utility Practice to promptly restore that system element to service. In the event of a Forced Outage of a system element of the Company System adversely

affecting the Customer Facilities or Customer's electric system, Company will use Good Utility Practice to promptly restore that system element to service.

- (c) In the event of a Planned Outage of a system element of Customer's electric system adversely affecting the Company Facilities or the Company System, Customer will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the Planned Outage. In the event of a Planned Outage of a system element of Company's electric system adversely affecting Customer's electric system, Company will act in accordance with Good Utility Practice to promptly restore that system element to service in accordance with its schedule for the work that necessitated the Planned Outage. Performance Planned Outages will comply with all applicable Reliability Standards, including, without limitation, NERC TPL and TOP Standards, as applicable.

Section 5.03 Outage Reporting.

The Parties will comply with all current Company reporting requirements, as they may be revised from time to time, and as they apply to Customer or Company. When a Forced Outage occurs that affects the Company Facilities or affects the Company System such that there is an adverse impact to the Point(s) of Interconnection, Company will notify Customer of the existence, nature, and expected duration of the Forced Outage as soon as is reasonably practical and consistent with Good Utility Practice.

Section 5.04 Switching and Tagging Rules.

The Parties will abide by their respective switching and tagging rules for obtaining clearances for work or for switching operations on equipment. Company will notify Customer of the Company's switching and tagging rules and provide periodic updates of such rules as they may change from time to time. Customer will establish switching and tagging rules for Customer Facilities and will provide such rules to Company.

Section 5.05 Coordination.

In all circumstances:

- (a) Electrical system operation will be coordinated between Customer and Company, including the coordination of equipment outages, voltage levels, real and reactive power flow monitoring, and switching operations, which affect the Balancing Area or LBA, as required by this Interconnection Agreement.
- (b) If either Customer or Company operations are causing a condition on the interconnected electrical network where line loadings, equipment loadings, voltage levels, or reactive flow significantly deviate from normal operating limits or can be expected to exceed emergency limits following a contingency, and reliability of the

bulk power supply is threatened, Company will take immediate steps and make Commercially Reasonable Efforts to relieve, correct, or control the condition. These steps may include: (a) notifying other affected electric utility systems and MISO, as applicable; (b) adjusting generation; (c) changing schedules between Balancing Areas; (d) initiating load relief measures; and (e) taking such other reasonable action as may be required. Electrical equipment is to be operated within its normal rating established by the owning Party except for temporary conditions after a contingency has occurred.

- (c) If either Customer or Company changes the normal operation of its system at a Point(s) of Interconnection, the Parties will consider any resulting benefits or adverse impacts to the reliability or transfer capability of the interconnected network for purposes of determining any applicable adjustments to the Parties' respective system usage rights and responsibilities.
- (d) Each Party will notify the other Party as soon as practicable whenever:
 - (1) Problems with a Point(s) of Interconnection are detected that could result in mis-operation of interconnection protection or other interconnection equipment;
 - (2) The interconnection is opened by protective relay action;
 - (3) Interconnection equipment problems occur and result in an outage to a portion of the Company System;
 - (4) A Party intends to initiate switching to close the interconnection; or
 - (5) A Party intends to initiate switching to open the interconnection.

Section 5.06 Emergency.

In the event of an Emergency, the Party becoming aware of the Emergency may, in accordance with Good Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

- (a) Company may, consistent with Good Utility Practice, take whatever actions or inactions Company deems necessary during an Emergency in order to: (a) preserve public health and safety; (b) preserve the reliability of the Company System, including the Company Facilities; (c) limit or prevent damage; and (d) expedite restoration of service. Company will use Commercially Reasonable Efforts to minimize the effect of such actions or inactions on the Customer Facilities.
- (b) Customer may, consistent with Good Utility Practice, take whatever actions or inactions with regard to the Customer Facilities Customer deems necessary during

an Emergency in order to: (a) preserve public health and safety; (b) preserve the reliability of the Customer Facilities; (c) limit or prevent damage; and (d) expedite restoration of service. Customer will use Commercially Reasonable Efforts to minimize the effect of such actions or inactions on the Company System.

- (c) Company will provide Customer with reasonably prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect Customer's operations, to the extent Company is aware of the Emergency. Customer will provide Company with reasonably prompt oral or electronic notification under the circumstances of an Emergency that may reasonably be expected to affect the Company System, to the extent Customer is aware of the Emergency. To the extent the Party becoming aware of an Emergency is aware of the facts of the Emergency, such oral or electronic notification will describe the Emergency, the extent of the damage or deficiency, its anticipated duration, and the corrective action taken and/or to be taken.
- (d) To the extent an Emergency exists on the Company System, and Company, Balancing Area Operator, or Reliability Coordinator determines it is necessary for Company and Customer to shed load, the Parties will shed load in accordance with the applicable Reliability Standards.

Article VI. SAFETY

Section 6.01 Safety Standards.

- (a) The Parties agree that all work performed under this Interconnection Agreement will be performed in accordance with all Applicable Law, standards, practices, and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's premises, the Party performing work will also abide by the safety, or other access rules applicable to those premises.
- (b) Each Party will be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

Article VII. ENVIRONMENTAL CONSIDERATIONS

Section 7.01 Environmental Considerations.

- (a) Each Party will remain responsible for compliance with all Applicable Law with respect to the environment and applicable to its own respective property, facilities, and operations. Each Party will promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of the other Party and will promptly furnish to the other Party copies of any reports filed with any Governmental Authority addressing such events.

- (b) The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of, the other Party will be responsible for the reasonable cost of performing any and all remediation or abatement activity and submitting all reports or filings required by Applicable Law. Advance written notification (except in Emergency situations, in which verbal, followed by written notification, will be provided as soon as practicable) will be provided by any Party performing any remediation or abatement activity on the property or facilities of the other Party, or which may adversely affect the property, facilities, or operations of the other Party. Except in an Emergency, such remediation or abatement activity will be performed only with the consent of the Party owning the affected property or facilities. The Parties agree to coordinate, to the extent necessary, the preparation of site plans, reports, or filings required by Applicable Law.

Article VIII. FORCE MAJEURE

Section 8.01 Effect of Declaring Force Majeure.

Neither Party will be considered to be in default or breach of this Interconnection Agreement or liable in damages or otherwise responsible to the other Party for any delay in or failure to carry out any of its obligations under this Interconnection Agreement if, and only to the extent that, the Party is unable to perform or is prevented from performing by an event of Force Majeure. Notwithstanding the foregoing sentence, neither Party may claim Force Majeure for any delay or failure to perform or carry out any provision of this Interconnection Agreement to the extent that such Party has been negligent or engaged in intentional misconduct and such negligence or intentional misconduct substantially and directly caused that Party's delay or failure to perform or carry out its duties and obligations under this Interconnection Agreement.

Section 8.02 Procedures for Declaring Force Majeure.

A Party claiming Force Majeure must:

- (a) Give written notice to the other Party of the occurrence of a Force Majeure as soon as practicable following such occurrence;
- (b) Use Commercially Reasonable Efforts to resume performance or the provision of service hereunder as soon as practicable;
- (c) Take all Commercially Reasonable actions to correct or cure the Force Majeure;
- (d) Exercise all Commercially Reasonable Efforts to mitigate or limit damages to the other Party; except that neither Party will be required to settle any strike, walkout, lockout, or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest; and

- (e) Provide written notice to the non-declaring Party, as soon as practicable, of the cessation of the adverse effect of the Force Majeure on its ability to perform its obligations under this Interconnection Agreement.

Section 8.03 Remedy for Force Majeure

- (a) In the event of any such delay, a Party's remedy shall be a time extension for the completion dates required by the Agreement, which extension shall be the time period lost by reason of the Force Majeure; and
- (b) The Parties shall properly coordinate with one another, their personnel and sub-contractors working on the Project to ensure that each Party continues to carry out their respective work assignments to the extent that such work is not impacted by the Force Majeure event.

Article IX. JURISDICTION AND REGULATORY APPROVALS

Section 9.01 Jurisdiction.

This Interconnection Agreement is subject to the jurisdiction of the MPUC as part of the provision of retail electric service by Company to Customer pursuant to the Tariff and ESA. The Parties agree that no FERC jurisdictional services or other activities are provided for in this Interconnection Agreement.

Section 9.02 Interconnection Agreement Conditioned on Approval by MPUC.

This Interconnection Agreement will be subject to any and all jurisdictional regulatory approvals deemed necessary under Applicable Law or prudent by Company in its sole discretion; including, without limitation: (a) approval of this Interconnection Agreement; (b) approvals for appropriate rate treatment of Company's costs of the Company Facilities as may be requested by Company in Company's sole discretion, and (c) any other approvals of the MPUC in relation to this Interconnection Agreement that the Company deems necessary or prudent in Company's sole discretion (collectively, the "Regulatory Approvals"). Company will, in its sole discretion, use all Commercially Reasonable Efforts consistent with Good Utility Practice to obtain Regulatory Approvals, and Customer will reasonably cooperate with any request of Company in furtherance of Company's request for Regulatory Approvals. Company will keep Customer apprised of the status of such filings.

Section 9.03 Termination for Failure of Regulatory Approvals.

Notwithstanding anything in this Interconnection Agreement to the contrary, and without limiting any other obligations of Customer, this Interconnection Agreement will be null and void and of no effect at no cost to Company or Customer in the event that any one of the following occurs: (a) Company is unable to obtain an order of the MPUC specifically

approving this Interconnection Agreement without modification; (b) Company is unable to receive MPUC approval without modification with respect to rate base treatment of all Company costs not reimbursed by Customer of the Company Facilities; or (c) Company is unable to receive approvals contemplated and provided for in the ESA. In the event any of the proceeding events occurs, the Parties will negotiate in good faith to modify this Interconnection Agreement in compliance with any final order of the MPUC, provided, however, that such modifications provide the Parties with economic terms that are substantially equivalent to those provided under this Interconnection Agreement and the Ancillary Agreements. In the event mutual agreement cannot be reached within thirty (30) Days, then this Interconnection Agreement will terminate pursuant to Article 8 unless Company and Customer mutually agree in writing to accept any modifications to this Interconnection Agreement and/or to the ratemaking treatment of the Company Facilities and/or to the ratemaking treatment contemplated and provided for in the ESA.

Article X. NOTICES

Section 10.01 Notices.

Any notice, demand, request, or communication required or authorized by this Interconnection Agreement will be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties at the addresses set forth in Appendix D. In addition to the obligations set forth in the preceding sentence, a Party providing notice, demand, request, or communication pursuant to this Section 10.01 may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email. Any Party may update that portion of Appendix D that pertains to such Party's address by giving written notice to the other Parties of such change at any time.

Article XI. ASSIGNMENT

Section 11.01 Successors and Assigns.

This Interconnection Agreement will be binding upon the respective Parties, their successors and permitted assigns, on and after the Effective Date hereof.

Section 11.02 Assignment Restrictions.

This Interconnection Agreement may be assigned by either Party only with the written consent of the other; provided, however, that either Party may assign this Interconnection Agreement, upon written notice to the other Party, to any Affiliate of the assigning Party with the legal authority and operational ability to satisfy the obligations of the assigning Party under this Interconnection Agreement, provided, however, that the obligations with respect to the guarantee provided pursuant to Section 16.07 may not be delegated or assigned to an Affiliate of Customer that does not meet the definition of Guarantor. Where Customer assigns this Interconnection Agreement to an Affiliate, failure by Customer to provide notice of such assignment will not constitute a Customer event of default.

Article XII. INSURANCE

Section 12.01 Insurance Coverage.

Each Party will, at its own expense, maintain in force until this Interconnection Agreement is terminated and until released by the other Party, the following insurance coverages, with insurers authorized to do business in the State of Minnesota:

- (a) Employer's Liability and Worker's Compensation Insurance providing statutory benefits in accordance with the laws and regulations of the State of Minnesota.
- (b) Commercial General Liability, including premises and operations, personal injury, broad form property damage, broad form blanket contractual liability coverage (including coverage for the contractual indemnification) products and completed operations coverage, coverage for explosion, collapse, and underground hazards, independent contractors coverage, coverage for pollution to the extent normally available and punitive damages to the extent normally available and a cross liability endorsement, with minimum limits of one million dollars (\$1,000,000) per occurrence/one million dollars (\$1,000,000) aggregate combined single limit for personal injury, bodily injury, including death and property damage including premises and operations, personal injury, broad form property damage.
- (c) Comprehensive Automobile Liability for coverage of owned and non-owned and hired vehicles, trailers or semi-trailers designed for travel on public roads, with a minimum, combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury, including death, and property damage.
- (d) Excess Public Liability Insurance over and above the Employers' Liability Commercial General Liability and Comprehensive Automobile Liability Insurance coverage, with a minimum combined single limit of ten million dollars (\$10,000,000) per occurrence/ ten million dollars (\$10,000,000) aggregate.
- (e) The Commercial General Liability Insurance, Comprehensive Automobile Insurance, and Excess Public Liability Insurance policies will name the other Party, its parent, associated and Affiliate companies and their respective directors, officers, employees, and agents ("Other Party Group") as additional insured. All policies will contain provisions whereby the insurers waive all rights of subrogation in accordance with the provisions of this Interconnection Agreement against the Other Party Group and provide thirty (30) Days advance written notice to the Other Party Group prior to the anniversary date of cancellation or any material change in coverage or condition.
- (f) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies will contain provisions that specify that the policies will apply to such extent without

consideration for other policies separately carried. Each Party will be responsible for its respective deductibles or retentions.

- (g) The Commercial General Liability Insurance, Comprehensive Automobile Liability Insurance, and Excess Public Liability Insurance policies, if written on a Claims First Made Basis, will be maintained in full force and effect for two (2) years after termination of this Interconnection Agreement, which coverage may be in the form of tail coverage or extended reporting period coverage if agreed by the Parties.
- (h) The requirements contained herein as to the types and limits of all insurance to be maintained by the Parties are not intended to and will not in any manner, limit or qualify the liabilities and obligations assumed by the Parties under this Interconnection Agreement.
- (i) Within ten (10) days following execution of this Interconnection Agreement, and as soon as practicable after the end of each fiscal year or at the renewal of the insurance policy and in any event within ninety (90) Days thereafter, each Party will provide certification of all insurance required in this Section 12.0.1, executed by each insurer or by an authorized representative of each insurer.
- (j) Notwithstanding the foregoing, each Party may self-insure to meet the minimum insurance requirements of subsections (a)-(h) of this Section 12.01 to the extent the Party maintains a self-insurance program; provided that, such Party's senior secured debt is rated at investment grade or better by Standard & Poor's and that its self-insurance program meets the minimum insurance requirements set forth in subsections (a)-(h) of this Section 12.01. For any period of time that a Party's senior secured debt is unrated by Standard and Poor's, such Party will not self-insure and will comply with the insurance requirements set forth in subsections (a)-(i) of this Section 12.01. In the event that a Party is permitted to self-insure pursuant to this Section 12.01(i) it will notify the other Party that it meets the requirements to self-insure and that its self-insurance program meets the minimum insurance requirements in a manner consistent with that specified in this Section 12.01(i).

Section 12.02 Subcontractors.

Each Party will require its subcontractors to maintain substantially equivalent insurance coverage and in substantially equivalent amounts as is required of the Parties as set forth in this Article XII and provide proof of coverage to the other Party upon request.

Section 12.03 Notice of Occurrence.

The Parties agree to report to each other in writing as soon as practicable all accidents or occurrences resulting in injuries to any person, including death, and any property damage arising out of this Interconnection Agreement.

Article XIII. CONSEQUENTIAL DAMAGES, INDEMNITY, AND RISK OF LOSS

Section 13.01 Waiver of Consequential Damages.

In no event will either Party, its governing board members, officers, employees or agents be liable to the other Party under this Interconnection Agreement from any cause howsoever arising in contract, tort or otherwise for any indirect, incidental, special, punitive, exemplary, or consequential damages, including but not limited to, loss of use, loss of revenue, loss of profit, and/or cost of replacement power, interest charges, cost of capital, claims of its customers to which service is made.

Section 13.02 Indemnity.

Each Party will at all times indemnify, defend, and hold harmless the other Party, its shareholders, members, partners, Affiliates, employees, consultants, representatives, agents, successors and permitted assigns (“Indemnified Party”) from any and all liability, damages, losses, claims, including claims and actions relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs, attorney fees, and all other obligations by or to third parties, arising out of or resulting from the other Party’s (“Indemnifying Party”) negligence, or breach of its obligations under this Interconnection Agreement, except in cases of negligence, gross negligence or intentional wrongdoing by the Indemnified Party. Nothing in this Section 13.02 will relieve Company or Customer of any liability to the other for any breach of this Interconnection Agreement.

- (a) If an Indemnified Party is entitled to indemnification under this Section 13.02 as a result of a claim by a third party, and the Indemnifying Party fails, after notice and reasonable opportunity to proceed, to assume the defense of such claim, the Indemnified Party may at the expense of the Indemnifying Party contest, settle or consent to the entry of any judgment with respect to, or pay in full, such claim.
- (b) If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Section 13.02, the amount owing to the Indemnified Party will be the amount of such Indemnified Party’s loss net of any insurance or other recovery they may receive from other sources.
- (c) Promptly after receipt by an Indemnified Party of any claim or notice of the commencement of any action or administrative or legal proceeding or investigation as to which the indemnity provided in this Section 13.02 may apply, the Indemnified Party will notify the Indemnifying Party of such fact. Any failure of or delay in such notification will not affect the Indemnifying Party’s obligation to indemnify the Indemnified Party unless such failure or delay is materially prejudicial to the Indemnifying Party.

Section 13.03 Risk of Loss.

Except under situations of gross negligence or intentional wrong-doing by the other Party, each Party will have the full risk of loss for its own property and material, and each Party will (subject to Article XII) obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party will require its property insurer to waive the right of subrogation. Each Party will have title and risk of loss for those materials or capital equipment purchased for its ownership by the other Party as an authorized agent under this Interconnection Agreement confirmed by written confirmation and approval of supplier, specifications, equipment warranty, delivery and installation arrangements (the principal being entitled to any sales tax exemptions). All such equipment and materials will be inspected by the purchasing agent Party upon delivery and damaged or nonconforming equipment or materials will be rejected and returned to the seller upon consultation and agreement with the Party for whom the equipment was purchased.

Article XIV. DEFAULT

Section 14.01 Default by Customer.

Customer will be in default if it materially breaches any provision of this Interconnection Agreement, and fails to cure any such breach within sixty (60) Days after written notice by Company of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such sixty (60)-Day period, then Customer will have additional time (not exceeding an additional ninety (90) Days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

Section 14.02 Default by the Company.

Company will be in default if it materially breaches any provision of this Interconnection Agreement, and fails to cure any such breach within sixty (60) Days after written notice by Customer of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such sixty (60)-Day period, then Company will have additional time (not exceeding an additional ninety (90) Days) as is reasonably necessary to cure the breach, so long as Company promptly commences and diligently pursues the cure.

Section 14.03 Termination for Default.

Should a Party fail to cure a default pursuant to Section 14.01 or Section 14.02, as applicable, within the applicable cure period, and the default is not contested pursuant to the dispute resolution process provided in Section 15.01 or other legal processes, the non-defaulting Party will have the right (a) to terminate this Interconnection Agreement pursuant to Section 3.02(c), and (b) whether or not the non-defaulting Party terminates this

Interconnection Agreement, to recover from the defaulting Party all amounts due hereunder, plus all other damages and remedies to which the non-defaulting Party is entitled subject to the limitations set forth in Article XIII.

Article XV. DISPUTE RESOLUTION

Section 15.01 Dispute Resolution Process.

In the event the Parties are required by this Interconnection Agreement or mutually agree to try and resolve a dispute, the Parties will first refer the dispute to designated senior representatives, with authority to bind their respective Party, for resolution on an informal basis as promptly as practicable. In the event the designated representatives are unable to resolve the dispute within sixty (60) Days, or such other period as the Parties may mutually agree, either Party may initiate legal proceedings at the MPUC or, in the event that the MPUC declines to adjudicate such dispute, a federal or state court of competent jurisdiction located in the State of [STATE OF OPCO].

Article XVI. MISCELLANEOUS

Section 16.01 Third Party Contracts.

The Parties recognize that each has entered into and may in the future enter into contractual commitments with various third parties regarding benefits, use and operation of network transmission facilities it owns within the interconnected regional transmission network. Each Party hereby covenants that its respective contracts with third parties will not interfere with its obligations to the other Party made under this Interconnection Agreement.

Section 16.02 No Residual Value.

This Interconnection Agreement will not be construed to provide any residual value to either Party or its successors or permitted assigns or any other party, for rights to, use of, or benefits from the other Party's system following expiration of this Interconnection Agreement.

Section 16.03 No Third Party Beneficiary.

Unless otherwise specifically provided in this Interconnection Agreement, the Parties do not intend to create rights in or to grant remedies to any third Party as a beneficiary of this Interconnection Agreement or of any duty, covenant, obligation or undertaking established hereunder.

Section 16.04 Headings.

Article headings and titles are included for the convenience of Parties and will not be used to construe the meaning of any provision of this Interconnection Agreement.

Section 16.05 Governing Law.

This Interconnection Agreement will be interpreted and governed by the internal laws of the State of Minnesota, without regard to its conflict of laws provisions.

Section 16.06 No Joint System.

The Parties each own and operate separate interconnected electric systems, and no provision of this Interconnection Agreement will be interpreted to mean or imply the Parties have established or intend to establish a jointly owned electric system, a joint venture, trust, a partnership, or any other type of association.

Section 16.07 Guarantee

Within thirty (30) Days of the Effective Date, Customer will post a guarantee from a Guarantor in a form substantially similar to Appendix E, and in an amount equivalent to the estimated cost of the Company's Facilities to secure any obligations and ensure performance under this Interconnection Agreement by Customer; such guarantee will address performance of all obligations by Customer hereunder, including without limitation, any indemnities, payments of monies, insurance, damages, and construction.

Section 16.08 Relationship to Tariffs.

The Parties acknowledge that all the rights and obligations identified in the Tariff will apply to this Interconnection Agreement, and nothing contained herein will abrogate any of the rights or entitlements of Company or Customer pursuant to the Tariff other than as explicitly set forth in this Interconnection Agreement, subject to any required approval of the MPUC or other applicable regulatory authority for the provision of retail electric service at transmission voltage to Customer. In the event any term of this Interconnection Agreement conflicts with the Tariff, the terms of this Interconnection Agreement will control.

Section 16.09 Amendment.

Any amendment, alteration, variation, modification or waiver of the provisions of this Interconnection Agreement, other than revisions to the Appendices authorized by this Interconnection Agreement, will be valid only after it has been reduced to writing and duly signed by both Parties, and if required, approved by the appropriate regulatory bodies.

Section 16.10 Waiver.

The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Interconnection Agreement, or to take advantage of any of its rights thereunder, will not constitute a waiver or relinquishment of any such

terms, conditions, or rights, but the same will be and remain at all times in full force and effect.

Section 16.11 Counterparts.

This Interconnection Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

Section 16.12 Severability.

If any Governmental Authority holds or declares that any provisions of this Interconnection Agreement is invalid, or if, as a result of a change in any Applicable Law, any provision of this Interconnection Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Interconnection Agreement not affected thereby will continue in full force and effect. In such an event, the Parties will promptly renegotiate in good faith new provisions to restore this Interconnection Agreement as nearly as possible to its original intent and effect.

Article XVII. CONFIDENTIAL INFORMATION

Section 17.01 Furnishing of Information.

It is recognized by the Parties that the successful operation of this Interconnection Agreement depends upon the cooperation by the Parties in the operation of their systems. As a part of such cooperation, subject to the limitations regarding disclosing Confidential Information provided in this Interconnection Agreement, each Party agrees that it will furnish to the other Party such data concerning its system as may be necessary to support the other Party's system reliability. The Parties stipulate and agree that, absent an order issued by the MPUC or a court of competent jurisdiction, all Confidential Information disclosed by either Party to the receiving Party may and will be, to the fullest extent permitted by Applicable Law, withheld from public disclosure pursuant to Minn. Stat. §§ 13.02, subd. 9, 13.37, Minn. R. 7829.0500, and the MPUC Procedures for Handling Trade Secret and Privileged Data, all as amended from time to time.

Section 17.02 Confidential Information.

- (a) "Confidential Information" means (a) any confidential, proprietary, or trade secret information of a plan, specification, pattern, procedure, design, device, drawing, list, concept, customer information, policy, or compilation relating to the present or planned business of a Party, which is designated as Confidential Information by the Party (or Affiliate) supplying the information, whether conveyed orally, electronically, in writing, through inspection, or otherwise; or (b) any Critical Energy Infrastructure Information as that term is defined in 18 C.F.R. § 388.113. Confidential Information includes, without limitation, all information relating to a Party's (or Affiliate's) technology, research and development, business affairs, and

pricing, and any information supplied by a Party to another Party on a confidential basis prior to the execution of this Interconnection Agreement.

- (b) Confidential Information does not include information that the receiving Party can demonstrate: (a) is generally available to the public other than as a result of a disclosure by the receiving Party; (b) was in the lawful possession of the receiving Party on a nonconfidential basis before receiving it from the disclosing Party; (c) was supplied to the receiving Party without restriction by a third party, who, to the knowledge of the receiving Party, was under no obligation to the other Party to keep such information confidential; (d) was independently developed by the receiving Party without reference to Confidential Information of the disclosing Party; or (e) is, or becomes, publicly known, through no wrongful act or omission of the receiving Party or breach of this Interconnection Agreement.
- (c) Information is Confidential Information only if it is clearly designated or marked in writing as confidential on the face of the document; or, if it is disclosed in a manner in which the disclosing Party reasonably communicated, or the receiving Party should reasonably have understood under the circumstances, including without limitation those described in Section 17.02(a) above, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used. Each Party will be responsible for clearly designating or marking information governed by FERC's Critical Energy Infrastructure Information rules and regulations.
- (1) Information designated as Confidential Information will no longer be deemed confidential if the Party that designated the information as Confidential Information notifies the other Party that such information no longer is confidential.

Section 17.03 Protection of Confidential Information.

- (a) No Party will disclose any Confidential Information of the other Party obtained pursuant to or in connection with the performance of this Interconnection Agreement to any third party without the express written consent of the providing Party; provided, however, that any Party may produce Confidential Information in response to a subpoena, discovery request, or other compulsory process issued by a Governmental Authority upon reasonable notice to the providing Party that: (a) a protective order from such Governmental Authority has been issued relating to the Confidential Information; and (b) a binding nondisclosure agreement is in effect with a proposed recipient of any Confidential Information.
- (b) The Parties will use at least the same standard of care to protect Confidential Information they receive as they use to protect their own Confidential Information from unauthorized disclosure, publication, or dissemination.

- (c) Any Party may use Confidential Information solely: (a) to fulfill its obligations to the other Party under this Interconnection Agreement; (b) to fulfill its regulatory requirements except to the extent that such information constitutes or has been designated Critical Energy Infrastructure Information; (c) in any proceeding before a Governmental Authority addressing any dispute arising under this Interconnection Agreement, subject either to a written confidentiality agreement with all Parties (including, if applicable, an arbitrator(s)) or to a protective order; or (d) as required by Applicable Law. As it pertains to clauses (c) and (d), notwithstanding the absence of a protective order or waiver, a Party may disclose such Confidential Information which, in the opinion of its counsel, the Party is legally compelled to disclose. In the event that the receiving Party is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process, or in the opinion of its counsel, by Applicable Law) to disclose any Confidential Information, the receiving Party will, to the extent permitted under Applicable Law, promptly notify the disclosing Party of such request or requirement prior to disclosure, so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Interconnection Agreement and will request confidential treatment of any such disclosure.
- (d) The Parties agree that monetary damages by themselves may be inadequate to compensate a Party for the other Party's breach of its obligations under this Article XVII. Each Party accordingly agrees that the other Party is entitled to equitable relief, by way of injunction or otherwise and without the requirement of posting a bond, if it breaches or threatens to breach its obligations under this Article.

Section 17.04 Survival.

The confidentiality obligations of this Article will survive termination of this Interconnection Agreement for a period of two (2) years.

[SIGNATURE PAGE FOLLOWS]

SIGNATURES

In Witness Whereof, the Parties have caused this Interconnection Agreement to be duly executed as of the date first written above.

CUSTOMER

By _____

Name: _____

Title: _____

Date: _____

XE OPCO

By _____

Name: _____

Title: _____

Date: _____

Signature Page to Interconnection Agreement

APPENDIX A IDENTIFICATION OF COMPANY FACILITIES AND POINT(S) OF INTERCONNECTION

This Appendix A and its sub-appendices (i.e., A-1 and A-2), identify certain Company Facilities that are necessary to enable Customer to carry out the construction and potential expansion of the Data Center. Company need not undertake any action (although it may do so) in furtherance of the development or permitting of the Company Facilities identified in Appendix A or its sub-appendices until such time as Company receives a Notice to Construct from Customer identifying the specific Company Facilities to be constructed. A form of Customer's Notice to Construct is provided in Appendix C.

Additional requirements with regard to this Appendix A and with the Notice to Construct are provided in Article IV of this Interconnection Agreement.

Appendix A-1 provides the following information: (1) scope of work and total load served (MW); (2) estimated cost of the Company Facilities identified (in 2021 United States dollars); (3) estimated time required to design, permit, procure, and construct the identified Company Facilities; (4) description of the Company Facilities, including Point(s) of Interconnection and metering information; and (5) illustrative one-line diagram(s) and area map(s).

The cost estimate listed for the Company Facilities identified in Appendix A-1 is a scoping level estimate (\pm __ percent) and the cost estimate is provided in 2021 dollars.

The Parties acknowledge that the scope of work, total load served, estimated costs, estimated timeframes, description of the Company Facilities, and illustrative one-line diagram(s) and area map(s) are based on the Parties' good faith efforts to identify the scope of work for the Company Facilities identified in Appendix A-1 as of the Effective Date of this Interconnection Agreement. The Parties further acknowledge that the information provided in each sub-appendix is subject to change and may be affected by numerous factors outside of the Parties' control, including without limitation, the increase or decrease of load in the vicinity of the Data Center resulting from the actions of other customers, the change in cost of materials, and other factors.

A summary of the available load increments is provided below:

Appendix	Incremental Load Supported by Individual Group (MW @ 0.95 power factor)	Total Cumulative Load Supported (MW @ 0.95 power factor)
Appendix A-1		
[DATE]		
[DATE]		
[DATE]		
[DATE]		

**APPENDIX A-1
COMPANY FACILITIES
AND POINT(S) OF INTERCONNECTION**

SYSTEM ONE-LINE

AREA MAP - BEFORE

AREA MAP - AFTER

APPENDIX A-2 MILESTONES

- I. The description and date entries listed in the following tables are provided solely for the convenience of the Parties in establishing their applicable Milestones consistent with the provisions of this Interconnection Agreement.

A. Customer Milestones

B. Company Milestones

APPENDIX B

IDENTIFICATION OF CUSTOMER FACILITIES

I. Scope of Work and Size of Load (MW)

Summary Description:

Size of Load (MW):

II. Description of Facilities

Transmission Line(s):

Switching Station Equipment:

System Protection Facilities:

Other Information:

III. Estimated Cost (in 20__ dollars, \pm __ percent)

IV. Estimated Time to Permit and Construct

V. Other Relevant Information

VI. Illustrative One-Line Diagram(s)

APPENDIX C

TEMPLATE FOR NOTICE TO CONSTRUCT

The Parties understand that Company need not endeavor to design, engineer, procure, permit, construct, and/or relocate (as appropriate) any Company Facilities until Company receives a Notice to Construct from Customer. Should Customer elect to issue a Notice to Construct, Customer will use the following form or another that is substantially similar to it for purposes of documenting its Notice to Construct pursuant to this Interconnection Agreement:

Date of Notice to Construct: _____

Appendix(ces) Selected for Construction: _____

Requested In-Service Date of the Company Facilities identified (date will be not sooner than as provided for in the Interconnection Agreement for Retail Electric Service at Transmission Voltage).

Any Other Relevant Information Reasonably Deemed Appropriate to Provide:

Upon receipt of a Notice to Construct, Company will design, engineer, procure, permit, construct, and/or relocate (as applicable) the Company Facilities identified, and will make Commercially Reasonable Efforts to meet the requested in-service date. Customer acknowledges that if Company reasonably believes that such requested in-service date is not plausible, the Parties will negotiate in good faith to identify a plausible in-service date for the Company Facilities identified. Notwithstanding the foregoing, if Company determines that it is unable to meet the requested in-service date for any reason, Company will notify Customer and describe the reasons for any delay.

In Witness Whereof, the Parties have confirmed this Notice to Construct to become part of Retail Electric Service at Transmission Voltage Interconnection Agreement between the Parties dated _____, 20____, and to be duly executed as of this ____ day of _____, 20____.

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____

Any notice, demand, request, or communication required or authorized by this Interconnection Agreement will be hand delivered or mailed by certified mail, return receipt requested, with postage prepaid, to Parties, and may also provide a courtesy copy of such notice, demand, request, or communication via electronic mail, or email, as follows:

For Customer:	For the Company:
For Invoices:	
For Operational Matters:	

APPENDIX E
FORM OF GUARANTY

Large General Time of Day Service - Energy Charge Rate Design

Comparison to Demand Class Energy Rate - 2024 Plan Year Compliance

Page 1 of 3

	Demand Class Energy Rate Design (Stratified)		Large General TOD Service Energy Rate Design (Stratification Removed)		Notes
Class Cost of Service Study	(\$000s)	Cents/kWh	(\$000s)	Cents/kWh	
Fuel	\$400,514	2.2	\$400,514	2.2	
Purchased Power	\$256,292	1.4	\$256,292	1.4	
Production O&M Stratified Energy Related	\$217,941	1.2	\$1,921	0.0	
Total Production	\$874,748	4.7	\$658,728	3.6	Remove fixed production O&M costs stratified as energy related
Sales, A&G, Customer Service	\$183,432	1.0	\$183,432	1.0	
Total O&M Expense	\$1,058,180	5.7	\$842,160	4.6	
Payroll and Deferred Income Tax	\$11,740	0.1	\$11,740	0.1	
Total Operating Expense	\$1,069,920	5.8	\$853,900	4.6	
Income Tax	\$28,815	0.2	\$28,815	0.2	
Return	\$3,852	0.0	\$3,852	0.0	
Other Retail Revenue	-\$215	0.0	-\$215	0.0	
Other Operating Revenue	-\$479	0.0	-\$479	0.0	
Total Ener Rev Req	\$1,101,893	6.0	\$885,873	4.8	
Fixed Production Stratified as Energy Related	\$256,374	1.4	\$0	0.0	Remove fixed production costs stratified as energy related
Stratified Energy Related Revenue Requirement	\$1,358,267	7.4	\$885,873	4.8	
Rate Design Model					
Demand Class Fuel Clause Rate	-\$550,876	-3.0	-\$550,876	-3.0	
Energy Charge Credit	\$45,660	0.2	\$0	0.0	Energy Charge Credit is eliminated from the rate design since that feature is tied to the stratification methodology
Total	-\$505,217	-2.7	-\$550,876	-3.0	
Energy Related Cost per kWh	\$853,051	4.6	\$334,997	1.8	
Rate Design Adjustment	\$26,928	0.1	\$26,928	0.1	
Average Secondary Energy Rate	\$879,979	4.8	\$361,925	2.0	
Voltage Discount	-\$60,781	-0.3	-\$60,781	-0.3	
Average Transmission Level Energy Rate	\$819,198	4.4	\$301,144	1.6	
High Load Factor Mix Shift	\$32,905	-0.2	-\$5,679	0.0	
Super Large Average Transmission Energy Rate	\$786,293	4.3	\$295,464	1.6	
2024 Plan Year Sales Forecast	18,474,550		18,474,550		

Large General Time of Day Service Rate Design Work Paper

Transmission Voltage Rates

Page 2 of 3

Billing Determinants

Customer Count	1				
	Load (KW)	Load Factor	Hours/Yr	Percent On/Off-Peak	KWH
Annual Energy Usage (KWh)	100,000	90%	8,760		788,400,000
On-peak Energy Usage (KWh)				37%	291,708,000
Off-peak Energy Usage (KWh)				63%	496,692,000
	Annual Usage	400 Hour Threshold	Monthly Usage In Excess		
Energy Charge Credit	788,400,000	480,000,000	308,400,000		
	Contracted Load	Months	Billing Demand		
Annual Demand (KW)	100,000	12	1,200,000		
Summer Demand	100,000	4	400,000		
Winter Demand	100,000	8	800,000		

Annual Current Customer Bill - Base Rates Only

	Billing Determinants	Rate	Base Rate Charges
Customer Charge	12	\$29.98	\$360
On-peak Energy Charge (Includes Energy Voltage Discount)	291,708,000	\$0.06209	\$18,112,150
Off-peak Energy Charge (Includes Energy Voltage Discount)	496,692,000	\$0.03112	\$15,457,055
Total Energy Charges		\$0.04258	\$33,569,205
Energy Charge Credit	308,400,000	-\$0.01825	-\$5,628,300
Net Energy Charges			\$27,940,905
Summer Demand Charges (Includes Dmd Voltage Discount)	400,000	\$13.14	\$5,256,000
Winter Demand Charge (Includes Dmd Voltage Discount)	800,000	\$8.55	\$6,840,000
Demand Charges	1,200,000	\$10.08	\$12,096,000
Total Base Rate Charges			\$40,037,265

Annual New Customer Bill - Base Rates Only

	Billing Determinants	Rate	Base Rate Charges
Customer Charge ¹	12	29.98	\$360
On-peak Energy Charge (Includes Energy Voltage Discount)	291,708,000	\$0.02422	\$7,065,168
Off-peak Energy Charge (Includes Energy Voltage Discount)	496,692,000	\$0.01119	\$5,557,983
Total Energy Charges		\$0.01601	\$12,623,151
Energy Charge Credit	308,400,000	\$0.00000	\$0
Net Energy Charges			\$12,623,151
Summer Demand Charges (Includes Dmd Voltage Discount)	400,000	\$25.90	\$10,361,918
Winter Demand Charge (Includes Dmd Voltage Discount)	800,000	\$21.31	\$17,051,836
Demand Charges	1,200,000	\$22.84	\$27,413,754
Total Base Rate Charges			\$40,037,265

¹ Set to current A15 customer charge for rate design purposes only. Actual customer charge includes incremental customer related costs specific only to the Large General Time of Day Service Tariff

Large General Time of Day Service Rate Design Work Paper

Transmission Transformed Voltage Rates

Page 3 of 3

Billing Determinants

Customer Count	1				
	Load (KW)	Load Factor	Hours/Yr	Percent On/Off-Peak	KWH
Annual Energy Usage (KWh)	100,000	90%	8,760		788,400,000
On-peak Energy Usage (KWh)				37%	291,708,000
Off-peak Energy Usage (KWh)				63%	496,692,000
	Annual Usage	400 Hour Threshold	Monthly Usage In Excess		
Energy Charge Credit	788,400,000	480,000,000	308,400,000		
	Contracted Load	Months	Billing Demand		
Annual Demand (KW)	100,000	12	1,200,000		
Summer Demand	100,000	4	400,000		
Winter Demand	100,000	8	800,000		

Annual Current Customer Bill - Base Rates Only

	Billing Determinants	Rate	Base Rate Charges
Customer Charge	12	\$29.98	\$360
On-peak Energy Charge (Includes Energy Voltage Discount)	291,708,000	\$0.06204	\$18,097,564
Off-peak Energy Charge (Includes Energy Voltage Discount)	496,692,000	\$0.03107	\$15,432,220
Total Energy Charges		\$0.04253	\$33,529,785
Energy Charge Credit	308,400,000	-\$0.01825	-\$5,628,300
Net Energy Charges			\$27,901,485
Summer Demand Charges (Includes Dmd Voltage Discount)	400,000	\$14.14	\$5,656,000
Winter Demand Charge (Includes Dmd Voltage Discount)	800,000	\$9.55	\$7,640,000
Demand Charges	1,200,000	\$10.08	\$13,296,000
Total Base Rate Charges			\$41,197,845

Annual New Customer Bill - Base Rates Only

	Billing Determinants	Rate	Base Rate Charges
Customer Charge ¹	12	29.98	\$360
On-peak Energy Charge (Includes Energy Voltage Discount)	291,708,000	\$0.02417	\$7,050,582
Off-peak Energy Charge (Includes Energy Voltage Discount)	496,692,000	\$0.01114	\$5,533,149
Total Energy Charges		\$0.01596	\$12,583,731
Energy Charge Credit	308,400,000	\$0.00000	\$0
Net Energy Charges			\$12,583,731
Summer Demand Charges (Includes Dmd Voltage Discount)	400,000	\$26.90	\$10,761,918
Winter Demand Charge (Includes Dmd Voltage Discount)	800,000	\$22.31	\$17,851,836
Demand Charges	1,200,000	\$23.84	\$28,613,754
Total Base Rate Charges			\$41,197,845

¹ Set to current A15 customer charge for rate design purposes only. Actual customer charge includes incremental customer related costs specific only to the Large General Time of Day Service Tariff

Northern States Power Company
Large General Time of Day Service Rate Design
Customer Charge

Docket No. E002/M-25-____
Petition
Attachment J - Page 1 of 1

Large General Time of Day Service Customer Charge Analysis

Incremental Economic Development Costs
Incremental Account Management Costs
Incremental Billing and Billing Support Costs
Total Monthly Customer Related Costs

**Monthly
Cost**

\$6,200

\$1,400

\$1,400

\$9,000