



# RENEWABLE\*CONNECT CUSTOMER AGREEMENT

## AVAILABILITY

The Voluntary Renewable\*Connect™ program (Long Term), will be available, subject to capacity made available within the program, to any customer who elects to participate in the program that would otherwise receive service under a rate schedule that is subject to the adjustments provided for in the Fuel Clause Rider. There are 200 MW of capacity available for the program.

## DEFINITIONS

The following definitions apply:

“Applicable Retail Electric Usage” means the measured retail electric usage of the Customer on the account(s) during the monthly billing cycle for the Customer’s premises identified in the Service Agreement as being associated with the Customer’s subscription to the R\*C Service.

“High Off-Peak Usage” means that a Customer for the 12 months prior to enrollment has at least 62.5% off-peak usage for a specified premise and has selected the High Off-Peak Usage service for this specified premise in the Service Agreement.

“R\*C Adjustment” means the product resulting from the multiplication of the R\*C Price by the Subscription Level. “R\*C Price” means the price as shown in the Rate section below.

“R\*C Resources” for this program means portions of renewable sources applicable to the R\*C Service (Long Term).

“R\*C Service” means the service offered under this Voluntary Renewable\*Connect Program Rider (Long Term).

“Service Agreement” means the tariffed service agreement associated with the R\*C Service which the Customer signs.

“Standard Usage” means any specified premise of the Customer that is not High Off-Peak Usage. “Subscription Level” means the Customer’s allocated share set forth in the Service Agreement, in kWh, of the energy from the R\*C Resources. The Subscription Level is a blend of renewable resources.

## RIDER

Customer may elect to receive R\*C Service. The following types of R\*C Service are available (“R\*C Service Type”) in the following billing methods (“R\*C Billing Method”), and the Customer if it qualifies may elect to participate as a High Off-Peak Usage customer:

R*C Service Types	R*C Billing Methods
5 Years	100 kWh Blocks
10 Years	Entire Monthly Usage

Each billing month the R\*C Price associated with the R\*C Service Type chosen by the Customer will be applied to the Subscription Level chosen by the Customer, the product of the R\*C Price and Subscription Level being the R\*C Adjustment. Customers receiving R\*C Service shall not be subject to the Minnesota Electric Fuel Clause Rider for the portion of its Applicable Retail Electric Usage that is less than or equal to the Customer’s Subscription Level. All usage shall be subject to any other applicable adjustments and surcharges, including city surcharge or sales tax. The cost to the Customer for participating in the R\*C Service will appear on the Customer’s retail electric bill.

## DETERMINATION OF R\*C PRICE

The R\*C Price shall be calculated as follows: For the 5 and 10 year R\*C Service Types, pricing shall be based on the actual delivered cost of the R\*C Resources applicable to this R\*C Service, adjusted for capacity credits and neutrality charges, plus recoverable program expenses. Recoverable program expenses include renewable energy purchases, marketing, and other costs approved by the Minnesota Public Utilities Commission (“Commission”).

## RATE

The R\*C Price for the R\*C Resources for each R\*C Service Type shall be as follows based on year of production, unless otherwise provided for in this tariff:

The \$/ kWh rates for the 5 and 10 Year R\*C Service Types are as follows:

Year	For Customers who are on Standard Usage for Qualifying Premises		For Customer who are on High Off-Peak Usage for Qualifying Premises	
	5 Year	10 Year	5 Year	10 Year
2023	0.03974	0.03959	0.03719	0.03704
2024	0.04013	0.03998	0.03763	0.03748
2025	0.04051	0.04036	0.03810	0.03795
2026	0.04092	0.04077	0.03857	0.03842
2027	0.04132	0.04117	0.03904	0.03889
2028	0.04174	0.04159	0.03954	0.03939
2029	0.04217	0.04202	0.04002	0.03987
2030	0.04261	0.04246	0.04055	0.04040
2031	0.04304	0.04289	0.04106	0.04091
2032	0.04352	0.04337	0.04161	0.04146

## NEUTRALITY CHARGE

The neutrality charge is included within the R\*C Price. The neutrality charge mitigates the impact of the R\*C program on non-participating customers. The neutrality charge is applicable to the 5 and 10 year Service Types for this R\*C Service and is as follows:

Year	For Customers who are on Standard Usage for Qualifying Premises	For Customer who are on High Off-Peak Usage for Qualifying Premises
	\$/kWh	\$/kWh
2023	0.01529	0.01488
2024	0.01544	0.01504
2025	0.01560	0.01521
2026	0.01577	0.01538
2027	0.01592	0.01554
2028	0.01610	0.01573
2029	0.01627	0.01589
2030	0.01645	0.01609
2031	0.01662	0.01626
2032	0.01680	0.01646

The Neutrality Charge is subject to change upon Commission Order.

**TRACKER ACCOUNT**

Due to the variability of renewable resources, the Renewable\*Connect program tracker account for this R\*C Service may have an excess or shortage of supply in any given hour or month. The Company will balance Renewable\*Connect program usage at the end of the program year. Energy produced by the R\*C Resources that is not associated with any R\*C Service subscription and therefore not allocated to an R\*C Customer will be sold to all customers at the delivered cost through the Fuel Clause Adjustment. The Company will maintain accounting of the monthly balance of total R\*C Resources production, total program usage, total revenues collected under the program and the expenses associated with offering the R\*C Service, including the renewable energy purchases, marketing and other costs for this program.

**TERMS AND CONDITIONS OF SERVICE**

1. Any Customer enrolling in this R\*C Service shall execute the Service Agreement with the Company. The effective date of such service, and the Customer's Subscription Level, will be set forth in the Service Agreement. A Customer's ability to continue receiving this R\*C Service terminates upon the termination of the Service Agreement, subject to the Evergreen Provision in the Service Agreement.
2. A Customer may elect to subscribe to this R\*C Service by selecting: (i) a specified number of 100 kWh blocks; or, (ii) the Customer's entire Applicable Retail Electric Usage.
3. Unless otherwise agreed to by the Company, for a Customer electing to receive the R\*C Service by the 100 kWh Blocks R\*C Billing Method, the Subscription Level shall be set so that when combined with other distributed generation resources serving the premises designated in the Service Agreement the subscription size does not exceed one hundred (100) percent of the previous annual (12-month) consumption of electric energy by Customer at Customer Premises. If twelve (12) months of historical electric energy consumption data is not available for a particular Customer Premise, the Company will calculate the estimated annual electric energy consumption as follows: if there is less than twelve (12) months but four (4) months or more of consumption history, the average monthly consumption is multiplied by twelve (12) to figure the yearly consumption. In cases where there is less than four (4) months of consumption history, home usage is estimated based on the historical average energy use of homes of a similar size. Homes are assumed to have central A/C, electric appliances, and natural gas water and space heating. For commercial properties and all properties over 4,500 square feet with less than four (4) months of consumption history, the Customer must submit an energy audit (HERS Rating or similar) or load calculations for the property stating the estimated annual consumption. Load calculations must be documented and sent to the Renewable\*Connect Program Manager for approval. The compliance check by the Company with this 100% rule will be performed once at the beginning of a subscription and later only if the Customer changes his or her subscription size or relocates to a new premise. In the event a customer's Applicable Retail Electric Usage in a given billing month results in the partial consumption of a 100 kWh Block, the charge on that partial block will be prorated accordingly.
4. For a Customer electing to receive its entire Applicable Retail Electric Usage pursuant to this R\*C Service, Xcel Energy reserves the right to provide system energy in any given billing month for any portion of the Customer's Applicable Retail Electric Usage that exceeds its monthly average usage (calculated as the actual or estimated 12-month annual electric energy consumption described in paragraph 3, divided by 12).
5. A Customer's subscription becomes effective on the first day of Customer's billing period immediately following the Company counter-signing the

Service Agreement. Subscription periods are 5 or 10 years and are calculated as described in the Service Agreement. Any termination by the Customer ahead of the end of the term shall be provided by notice by the Customer to the Company at least 30 days prior to the Termination Date. The Termination Date is the last day of the billing month following 30 days from Company receipt of the termination notice provided by the Customer. A Customer that terminates a Service Agreement prior to the completion of that term shall be subject to an Early Termination Fee. The Early Termination Fee shall be equal to the customer's actual R\*C Service usage for the 12-month billing period ending on the Termination Date multiplied by a per MWh amount of \$10 (R\*C Early Termination Fee Rate) and then multiplied by the following ratio:

$$\frac{\text{Number of months between Termination Date and end the term had there been no early termination}}{\text{Number of months in the term}}$$

Number of months in the term

For purposes of the above equation the word "term" shall mean the number of months in a 5 or 10 year term. Where the Service Agreement is counter-signed before the resources to support this R\*C Service are available, the "term" does not include the number of months associated with that period of time between when the Company has counter-signed the Service Agreement and when the new resources to support this R\*C Service are available. In the event the Customer terminates the Service Agreement prior to when the new resources to support this R\*C Service are available, then the above ratio shall be calculated as being 100% (one hundred percent).

If the Customer does not have at least 12 billing months of R\*C Service usage, the anticipated 12-month R\*C Service usage will be calculated as follows:

- a. For Customers choosing the 100 kWh Blocks R\*C Billing Method, the number of 100 kWh Blocks subscribed will be multiplied by twelve (12).
- b. For Customers choosing the Entire Monthly Usage R\*C Billing Method, the estimated annual (12-month) usage for the Customer using the methodology described in paragraph 3.

This anticipated 12-month R\*C Service usage will then be multiplied by the R\*C Early Termination Fee Rate and then multiplied by the above ratio to determine the value of the Early Termination Fee.

6. Xcel Energy may cancel this R\*C Service and any Service Agreement applicable to the R\*C Service on written order from the Commission based on good cause shown. Additionally, Xcel Energy may, upon reasonable notice to a Customer, cancel any Service Agreement applicable to the R\*C Service to assure that the Service Agreement does not extend beyond the term of this R\*C Program. The term of this R\*C Service ends on December 31, 2040, but this date may be modified as allowed by written Commission order.
7. The Company will submit reports to the Commission each April 1, or as otherwise ordered in relation to the tracker accounting.
8. For customers on time of day tariffs, their usage met by R\*C Service and any excess usage not met by R\*C Service shall both be assigned to the on-peak and off-peak periods in proportion to the Customer's total billing period on-peak and off-peak usage.
9. The discounts under Residential Controlled Air Conditioning and Water Heating Rider and Commercial and Industrial Controlled Air Conditioning Riders are not applicable to the charges under this Rider.
10. This Rider is provided to satisfy the conditions of Minn. Stat. §216B.169, subd. 2 related to renewable and high-efficiency energy rate options. The sales arrangements of renewable energy from the Renewable\*Connect program supplies are such that the power supply is sold only once to retail customers.

11. The R\*C Service shall only apply to the Applicable Retail Electric Usage of a Customer in excess of other renewable or other energy self-supplied by the Customer or supplied to the Customer by a different entity.
12. Any customer taking service under this Rider shall execute a Renewable\*Connect Service Agreement. The effective date of service under this Rider will be set forth in the Service Agreement.
13. The Company shall assign to Customer, or retire on Customer's behalf, all renewable energy credits (RECs) associated with the Customer's Subscription Level for which the Customer has paid to the Company the applicable R\*C Price. RECs assigned to Customer or retired on the Customer's behalf will not also be claimed by the Company as its renewable energy for other purposes.

### RENEWABLE\*CONNECT SERVICE AGREEMENT

THIS AGREEMENT ("Service Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_, ("Effective Date") by and between NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy") 414 Nicollet Mall, Minneapolis, Minnesota 55401, and \_\_\_\_\_ ("Customer"), who are each a Party and together are the Parties.

### RECITALS

Customer receives service from Xcel Energy at the following location (the "Premises") which is the subject of its subscription under this Service Agreement:

[Address Line 1] \_\_\_\_\_

[Address Line 2] \_\_\_\_\_

[City], \_\_\_\_\_ [State] \_\_\_\_\_ [Zip] \_\_\_\_\_

If Customer has additional Premises which are the subject of its subscription, they may be identified in an Attachment to this Service Agreement. Customer may enter into one or more Renewable\*Connect Service Agreements governing the same or different Premises.

Customer desires to subscribe to Xcel Energy's Voluntary Renewable\*Connect ("R\*C") Program (Long Term), which is described in more detail in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utility Commission ("Commission"). Unless otherwise defined in this Service Agreement, the definitions, terms, and conditions set forth in Xcel Energy's Voluntary Renewable\*Connect Program Rider (Long Term), General Rules and Regulations and Rate Schedules are applicable to this Service Agreement as if fully set forth herein.

### AGREEMENT

Xcel Energy and Customer agree as follows:

1. **SUBSCRIPTION LEVEL:** The Subscription Level is based on the Customer's selection below of the R\*C Service Type, R\*C Billing Method; choice of number of 100 kWh Blocks or entire Monthly Usage and whether High Off-Peak Usage is chosen;

Choose one of the following (R\*C Service Type):

5-Year term

10-Year term

Choose one of the following (R\*C Billing Type):

100 kWh Blocks (If selecting this, provide here the number of blocks selected: \_\_\_\_\_ )

Entire Monthly Usage

Designate here with word "YES" if High Off-Peak Usage is chosen \_\_\_\_\_ .

2. **SUBSCRIPTION TERM:** The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement. However, where this Service Agreement is counter-signed by Xcel Energy prior to the time that the new resources to support this R\*C Service are available, the start date of such term begins upon the date set forth in a Company notice to Customer that the new resources to support this R\*C Service will be applicable. The Subscription Term shall continue until the earlier of the following (the "Termination Date"):

- A. The last day of a billing cycle following 30 days from the termination notice from customer;
- B. The last day of the 5 or 10 Year term where such a term is selected by the Customer, and where not extended by the Evergreen Provision described below;
- C. The date the Customer ceases to receive service at the Premises without beginning to take service at another location in Xcel Energy's Minnesota service area; or
- D. The last day that this R\*C Service is offered.

After the Termination Date, Customer shall receive service as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. The Evergreen Provision is applicable to a Service Agreement with a 5 and 10 year term, and is as follows: At least 60 days before the end of a 5 or 10 year term of a Service Agreement, the Company may provide notice to the Customer that the end of this term is approaching and that if the Customer does not provide a notice of cancellation to the Company at least 10 days prior to the end of the term, the Service Agreement shall continue but be at a 5 year term commencing at the end of the immediately prior term. The Company may choose to not provide notice to the Customer that the end of the term is approaching, such as when the resources to support this R\*C Service are not expected to be sufficient or available to reasonably accommodate the Customer's subscription for a 5 year term, and in such a situation the Evergreen Provision will no longer apply to this Customer's Service Agreement. This Evergreen Provision shall continue to be in effect for successive terms of this Service Agreement.

3. **SUPPLY RISK:** Customer hereby acknowledges, understands, and agrees that Customer has subscribed for an allocated share in kWh of a portion of the energy from the capacity of the R\*C Resources. Xcel Energy shall not be liable to the Customer in the event that the R\*C Resources are unavailable. Customer expressly acknowledges and agrees to assume any and all risks associated with Xcel Energy's purchase of renewable energy for Customer's benefit from the R\*C Resources, including the risk that the operator of R\*C Resources will be unable to perform under the terms of the power purchase agreement between it and Xcel Energy. To the extent that the operator(s) of the R\*C Resources is unable to perform under the terms of its power purchase agreement with Xcel Energy, Xcel Energy will be under no obligation to continue to provide R\*C Service to Customer at the rates specified in the tariff for the R\*C Service or under this Service

- Agreement. In the event that for any time period the energy and/or capacity from the R\*C Resources in the aggregate are insufficient to meet the meet the aggregate of the Subscription Level among all customers in this program, then the Company shall use its judgment to determine how to allocate the energy and/or capacity among all customers in this program.
4. **EARLY TERMINATION:** Customer may elect to terminate this agreement on the Termination Date. If Customer so elects, and the Termination Date pursuant to the above provisions is less than the full term designated in Paragraph 1 or 5-Year term under the Evergreen Provision in Paragraph 2, Customer shall pay to Xcel Energy an Early Termination Fee, as detailed in the tariff for the R\*C Service as identified in the Voluntary Renewable\*Connect Program Rider for this R\*C Service, contained in Xcel Energy's Electric Rate Book as it now exists or may hereafter be changed, on file with the Commission. Further, if Customer elects to terminate this Service Agreement prior to the completion of the applicable term, Customer may not prospectively subscribe the same Premises in a different Renewable\*Connect or Renewable\*Connect Government tranche until the end of what would have been the full term. Xcel Energy may cancel the R\*C Service and this Service Agreement on written order from the Commission based on good cause shown.
  5. **CHANGE OF PREMISES:** If Customer ceases to receive service at the Premises and begins taking service at another location in Xcel Energy's Minnesota service area, then Xcel Energy will automatically transfer Customer's Renewable\*Connect subscription to the new service location.
  6. **ASSIGNMENT:** The only condition under which this Service Agreement may be assigned is if it is assigned to a corporate affiliate of Customer subject to the following conditions: 1.) If the Service Agreement is for a number of 100 kWh Blocks, then the Premises associated such assignment must have sufficient energy usage to be reasonably expected to accommodate this; 2.) If the Service Agreement is the Entire Monthly Usage, then the Premises associated with the Assignment, based on the last 12 months of data, must be within 85% to 115% of the energy usage of the Premises set forth in the Service Agreement prior to the assignment in order to keep the Entire Monthly Usage election; 3.) If the Service Agreement is the Entire Monthly Usage, but the Premises associated with the Assignment, based on the last 12 months of data, is greater than 115% of the energy usage of the Premises set forth in the Service Agreement prior to the assignment, then a roughly equivalent number of 100 kWh blocks may be substituted as part of the Assignment so that the actual subscription amount is roughly the same. 4.) The Company may develop an Assignment form for the Parties to execute in the event that the Company allows an Assignment. No assignment shall be valid unless the Company signs this assignment form.
  7. **FEES, RATES AND CHARGES:** All fees, rates and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set forth on a retail electric bill of the Customer and be billed and collected similar to other retail electric charges.
  8. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy.
  9. **TRADE SECRET DATA AND PERSONAL DATA:** This Service Agreement and any information provided to Xcel Energy in support of this Service Agreement, including but not limited to information or data about the Customer including Customer account information, energy data, Subscription Term and Subscription Level, may be provided to the Commission and/or other Minnesota regulatory agencies. Information related to Subscription Level and Subscription Term may be trade secrets of Customer and will be marked Trade Secret pursuant to Minnesota Government Data Practices Act.
  10. **DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS:** Nothing in this Service Agreement or the tariff for the R\*C Service shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Service Agreement.
  11. **INDEMNIFICATION AND LIMITATION OF LIABILITY:** To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Xcel Energy and all of its affiliated companies and each of their officers, directors, employees, and agents, from and against any and all third party liability, damages (direct, indirect and/or special), loss, cost, and expense of any kind (including but not limited to attorneys' fees and litigation costs) arising out of or in association with this Service Agreement or the R\*C Service, including, but not limited to, Xcel Energy's purchasing renewable energy on Customer's behalf at Customer's request and the purchase of renewable energy from the R\*C Program resources under the R\*C Service or this Service Agreement.  
  
Customer acknowledges, understands, accepts, and agrees that Xcel Energy will not be liable to Customer for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort or in contract, under the R\*C Service or this Service Agreement or any transaction thereto, or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.  
  
Other than those expressly provided herein, Xcel Energy makes no other representation or warranty, written or oral, express or implied, in connection with the purchase of renewable energy under the R\*C Service and this Service Agreement. All warranties of merchantability or of fitness for a particular purpose or arising from a course of dealing or usage of trade are specifically excluded.
  12. **DISPUTE RESOLUTION:** Failure of either party to enforce any term or condition of this Service Agreement shall not constitute a waiver of that term or condition or of any other term or condition of this Service Agreement. In the event of any dispute under this Service Agreement or the R\*C Service that cannot be resolved between the Parties, then either Party may refer the dispute for resolution to the Commission, which shall maintain continuing jurisdiction over this Service Agreement and the R\*C Service

Business Solutions Center **855-839-8862**

State

13. COUNTERPARTS: This Agreement may be executed in any number of counterparts and by any combination of the parties hereto in separate counterparts, each of which counterparts shall be an original and all of which taken together shall constitute one and the same Agreement.

14. REPRESENTATION ON AUTHORITY OF SIGNATURES: Each person signing this Agreement represents and warrants that he or she is duly authorized

and has legal capacity to execute and deliver this Agreement. Xcel Energy and Customer represent and warrant to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

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

**XCEL ENERGY REPRESENTATIVE**

Print Full Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_

**CUSTOMER**

Print Full Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_