

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

NORTH DAKOTA ELECTRIC RATE BOOK – NDPSC NO. 2

**CONTRACTS
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Date Filed:	12-18-12	By: David M. Sparby	Effective Date:	05-01-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-12-813		Order Date:	02-26-14

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

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2

**ELECTRIC SERVICE AGREEMENT
ENERGY-CONTROLLED**

Section No. 7
1st Revised Sheet No. 1

CANCELED

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(Continued on Sheet No. 7-2)

Date Filed:	12-18-12	By: David M. Sparby	Effective Date:	05-01-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-12-813		Order Date:	02-26-14

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NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2

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

Section No. 7
1st Revised Sheet No. 2

CANCELED

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(Continued on Sheet No. 7-3)

Date Filed:	12-18-12	By: David M. Sparby	Effective Date:	05-01-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-12-813		Order Date:	02-26-14

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Minneapolis, Minnesota 55401

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2

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

Section No. 7
1st Revised Sheet No. 3

CANCELED

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Date Filed:	12-18-12	By: David M. Sparby	Effective Date:	05-01-14
		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-12-813		Order Date:	02-26-14

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

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2

RESERVED FOR FUTURE USE

Section No. 7
Original Sheet No. 4

RESERVED FOR FUTURE USE

Date Filed:	10-26-07	By: David M. Sparby	Effective Date:	12-01-07
		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-07-740		Order Date:	11-21-07

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2

**ELECTRIC SERVICE AGREEMENT
PEAK-CONTROLLED**

Section No. 7
Original Sheet No. 5
Relocated from NDPSC No. 1 Sheet No. N/A

**Electric Service Agreement
Peak-Controlled**

Account No. _____

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

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

1. **KIND OF SERVICE:** Company agrees to supply and Customer agrees to accept electric service in the form of _____ Phase, _____ Wire, Alternating Current at a nominal frequency of 60 Hertz and a nominal voltage of _____, for Customer's use solely for the operation of electric equipment now installed or to be installed by Customer on the property known as _____ located at _____.
2. **ANNUAL MINIMUM DEMAND CHARGE:** In consideration of the capacity commitment by Company and its investment in facilities to serve Customer, Customer agrees that if the net demand charge payments during any contract year hereunder, in accordance with the rate selected specified in paragraph 4 below, amount to less than the minimum demand charge specified in this rate schedule, the difference between such minimum demand charge and said net demand charge payment shall be included in the bill following the contract anniversary month and Customer agrees to pay same as a charge for service rendered.
3. **TERM:** This Agreement shall commence at 12:01 A.M. on _____, _____, and shall continue for a period ending at 12:01 A.M. _____, _____, and if not then terminated by at least three years prior written notice by either party, shall continue further until so terminated.
4. **RATE:** Customer agrees to qualify for and elects the rate schedule for _____. Customer agrees to pay Company's established rate schedule in effect from time to time in this locality for such Service, the established rate schedule now in effect being the one attached hereto. Effective with the term commencement date, the rate code is: _____. However, the specific rate and rate code are subject to change following an annual evaluation of Performance Factor based on customer's previous 12 months usage. This rate and rate code change does not require customer authorization.
5. **TERMS AND CONDITIONS:** The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company. This agreement is also subject to Section(s) _____ appearing under the heading "Additional Terms and Conditions" which are attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Company.

(Continued on Sheet No. 7-6)

Date Filed: 10-26-07 By: David M. Sparby Effective Date: 12-01-07
President and CEO of Northern States Power Company, a Minnesota corporation
Case No. PU-07-740 Order Date: 11-21-07

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSO NO. 2

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

Section No. 7
1st Revised Sheet No. 6

6. MAXIMUM HOURS OF INTERRUPTION: Company agrees that the total intentional interruptions of controlled demand will not exceed 80 hours per calendar year.

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7. CONTROL PERIOD NOTICE: Company will endeavor to give customer one hour notice of commencement of control period.

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8. EXPECTED MAXIMUM DEMANDS: For the term of this agreement, customer's expected maximum annual adjusted demand is _____ kW. The expected maximum annual demand less the predetermined demand level is the expected maximum controlled demand. The customer's expected maximum summer season adjusted demand is _____ kW.

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9. PREDETERMINED DEMAND LEVEL (PDL): Customer may elect either the standard or optional arrangement as specified below.

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

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

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

The PDL may be revised within or after the trial period subject to approval by Company. If the revision of the PDL occurs WITHIN THE TRIAL PERIOD, the customer pays the demand charge differential for the corresponding months of the contract in the trial period multiplied by the number of kilowatts (kW) the customer increases the PDL. Charges for failure to control to their PDL are forgiven. (The customer will be credited any paid penalties against the recalculated amount.) If the revision of the PDL occurs AFTER THE TRIAL PERIOD, the same calculation is made for the most recent months up to but not to exceed 18. In this case, however, the customer is responsible for the greater of the following: (a) the amount determined by multiplying the demand charge differential by the PDL increase, as described above; or (b) the total amount of any penalties paid/owed for failure to control load to the previous PDL.

10. TRIAL PERIOD AND CANCELLATION CHARGE: Company agrees that the first twelve months of this agreement will be a trial period. Customer must notify Company in writing to terminate this agreement during the trial period. If customer terminates this agreement during the trial period, Customer's Peak-Controlled Service or Peak-Controlled Time of Day Service bills will be recalculated using the corresponding firm rate (General Service or General Time of Day Service). Customer will be charged the difference between the recalculated amount and the amount charged under the corresponding Peak-Controlled rate. Also, customer will receive a refund for any additional charges which were assessed during the trial period due to customer failure to control load.

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(Continued on Sheet No. 7-7)

Date Filed: 12-18-12 By: David M. Sparby Effective Date: 05-01-14
President and CEO of Northern States Power Company, a Minnesota corporation
Case No. PU-12-813 Order Date: 02-26-14

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSO NO. 2

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

Section No. 7
1st Revised Sheet No. 7

A trial period for Peak-Controlled Service or Peak-Controlled Time of Day Service will not be available to any customer account that has previously received either service.

Customer will pay a cancellation charge after the twelve month trial period if Customer terminates this agreement and chooses to receive electric service from NSP on a non-interruptible basis or this agreement is terminated as a result of any default of Customer. Customers who choose to terminate this contract and choose not to receive firm or higher priority service from NSP for the controllable load specified in this agreement will not be assessed the cancellation charge. The cancellation charge will be the difference between the billing amounts described above for the most recent 18 months of Peak-Controlled Service or Peak-Controlled Time of Day Service. Customer will not receive a refund for additional charges which were assessed during this 18 month period due to customer failure to control load. Additionally if at any time this agreement is terminated in any above described manner, Customer will be charged all installation and removal costs for special equipment and facilities provided by Company for Peak-Controlled Service or Peak-Controlled Time of Day Service.

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

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

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

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NORTHERN STATES POWER COMPANY

_____ Customer

By _____
Marketing Manager

By _____

_____ Marketing Representative

_____ Title

_____ Service Policy

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Date Filed: 12-18-12 By: David M. Sparby Effective Date: 05-01-14
President and CEO of Northern States Power Company, a Minnesota corporation
Case No. PU-12-813 Order Date: 02-26-14

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

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2

RESERVED FOR FUTURE USE

Section No. 7
Original Sheet No. 8

RESERVED FOR FUTURE USE

Date Filed:	10-26-07	By: David M. Sparby	Effective Date:	12-01-07
		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-07-740		Order Date:	11-21-07

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

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSC NO. 2

CUSTOMER BUYBACK PROGRAM

Section No. 7
1st Revised Sheet No. 9

CANCELED

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(Continued on Sheet No. 7-10)

Date Filed:	01-25-12	By: Judy M. Pofel	Effective Date:	03-01-12
		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-12-052		Order Date:	NA

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

NORTH DAKOTA ELECTRIC RATE BOOK – MPUC NO. 2

CUSTOMER BUYBACK PROGRAM (Continued)

Section No. 7
1st Revised Sheet No. 10

CANCELED

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(Continued on Sheet No. 7-11)

Date Filed:	01-25-12	By: Judy M. Pofert	Effective Date:	03-01-12
		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-12-052		Order Date:	NA

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

NORTH DAKOTA ELECTRIC RATE BOOK – MPUC NO. 2

CUSTOMER BUYBACK PROGRAM (Continued)

Section No. 7
1st Revised Sheet No. 11

CANCELED

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Date Filed:	01-25-12	By: Judy M. Pofert	Effective Date:	03-01-12
		President and CEO of Northern States Power Company, a Minnesota corporation		
Case No.	PU-12-052		Order Date:	NA

RESIDENTIAL BILLING OF VACANT RENTAL PROPERTY

Section No. 7
 Original Sheet No. 12



RESIDENTIAL BILLING OF VACANT RENTAL PROPERTY AGREEMENT

Landlord Company Name _____	
Landlord Contact Last Name _____	First Name _____
Title _____	Telephone _____ Email _____
Contact Address _____	
City, State, Zip Code _____	
Management Company Name (if applicable) _____	
Management Company Contact Last Name _____	First Name _____
Title _____	Telephone _____ Email _____
Contact Address _____	
City, State, Zip Code _____	
Billing Address _____	
City, State, Zip Code _____	

Description of Residential Billing of Vacant Rental Property Agreement Options

Automatic Turn On Option
 As landlord/property manager ("Landlord") for the following properties, I hereby request service pursuant to the Company's Residential Billing of Vacant Rental Property Tariff under which Xcel Energy will provide and bill rental unit(s) electric and/or gas service during periods of tenant vacancy, as notified by either tenant or Landlord (if the tenant has signed the "Residential Tenant Authorization Form for Tenant or Landlord to Start Service" or the "Residential Tenant Authorization Form for Tenant or Landlord to Stop Service"). Landlord accepts responsibility for payment of all Xcel Energy electric and/or gas billings for rental unit(s) during periods of vacancy for the following addresses:

In consideration for this service, the Service (Processing) Connection Charge for these rental units will not be assessed to the Landlord. Accurate and current information is imperative to insure no interruption of service. Failure to notify Xcel Energy in writing of the sale or ownership transfer of facilities within three business days may result in Late Payment Charges and/or billing may revert to the Landlord of record. The Agreement must be fully completed and faxed (1-800-892-0343) or mailed (Xcel Energy, Attn: Landlord Agreement Team, PO Box 8, Eau Claire, WI 54702-0008) to waive the Service (Processing) Connection Charge. The Service (Processing) Connection Charge will not be waived in cases of non-payment of services.

Lock on Disconnect Option (DEFAULT)
 As a landlord/property manager ("Landlord") for the following properties, I hereby request service pursuant to the Company's Billing of Vacant Rental Property Tariff. Service(s) will be disconnected when Xcel Energy is notified the tenant has vacated the rental unit. Service(s) will be reconnected when there is a new service request. Landlord will be assessed disconnect and reconnect charges for these units. If the meter is reconnected to prep the rental unit prior to the new tenant moving in, the Landlord will not be assessed the Service (Processing) Connection Charge but will be responsible for payment of all Xcel Energy services until the new tenant assumes service in their name. Landlord is advised that unless the facility is properly weatherized for all conditions, the LOD option may endanger health and/or result in property damage.

Anytime there is a tenant transition and it comes to the Company's attention that the landlord/property manager has not submitted a signed BVRP Agreement and has not selected either the ATO or LOD service option, the Company will mail BVRP Tariff information to the landlord/property manager. The landlord/property manager will have 15 business days to make a selection and submit the required forms, or the Company will notify the landlord/property manager, in writing, of the account's LOD designation.

Accurate and current information is imperative to insure no interruption of service. Failure to notify Xcel Energy in writing of the sale or ownership transfer of facilities within three business days may result in Late Payment Charges and/or billing may revert to the Landlord of record. The Agreement must be fully completed and faxed (1-800-892-0343) or mailed (Xcel Energy, Attn: Landlord Agreement Team, PO Box 8, Eau Claire, WI 54702-0008).

The service is subject to Company's General Rules and Regulations. Company reserves the right to make changes from time-to-time in the administration of this service and may choose to discontinue this service upon approval of the state regulatory commission. Company will notify participating Landlords of any changes to the tariff. Upon written notice, either party may terminate the agreement.

Landlord/Property Manager Contact (Printed) _____ Date _____ Phone () _____
 Signature _____ Title _____ Email _____

For Xcel Energy use only _____ Form AGREEMENT12062006
 Date received _____ Billing of Vacant Rental Property Agreement Number _____

Date Filed: 12-07-07 By: David M. Sparby Effective Date: 03-01-09
 President and CEO of Northern States Power Company, a Minnesota corporation
 Case No. PU-07-776 Order Date: 12-31-08

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSO NO. 2

**RESIDENTIAL BILLING OF VACANT RENTAL
PROPERTY (Continued)**

Section No. 7
Original Sheet No. 13



**RESIDENTIAL PROPERTIES INCLUDED IN THE
RESIDENTIAL BILLING OF VACANT RENTAL PROPERTY AGREEMENT**

Landlord/property manager will select one of the following options to apply during times of tenant vacancy for each of their buildings. Please fax (1-800-892-0343) or mail (Xcel Energy, Attn: Landlord Agreement Team, PO Box 8, Eau Claire, WI 54702-0008) this page with the completed Residential Billing of Vacant Rental Property Agreement. Additional addresses may be included on a separate page.

Automatic Turn On (ATO) Option - Landlord/property manager accepts responsibility for payment of utility bills and authorizes Xcel Energy to place the following rental unit(s) electric and/or gas services in the landlord/property manager's name during periods of tenant vacancies. Landlord/property manager will not be assessed the Service (Processing) Connection Charge for these units.

Lock on Disconnect (LOD) Option (DEFAULT) - Landlord/property manager agrees that service(s) will be disconnected when Xcel Energy is notified the Tenant has vacated the property. Service(s) will be reconnected when there is a new service request. Landlord/property manager will be assessed disconnect and connect charges. If the meter is unlocked to prep the rental unit prior to the new tenant moving in, the landlord/property manager will not be assessed the Service (Processing) Connection Charge but will be responsible for payment of all other Xcel Energy services until the new tenant assumes service in their name. Landlord/property manager is advised that unless the facility is properly weatherized for all conditions, the Lock on Disconnect option may endanger health and/or result in property damage.

New <input type="checkbox"/>	Delete <input type="checkbox"/>	ATO <input type="checkbox"/>	LOD <input type="checkbox"/>	Date of Effective Change ___/___/___
Building Name _____ Address _____				
City State Zip _____				
Management Company _____ Telephone Number _____				
Contact _____ Email _____				

New <input type="checkbox"/>	Delete <input type="checkbox"/>	ATO <input type="checkbox"/>	LOD <input type="checkbox"/>	Date of Effective Change ___/___/___
Building Name _____ Address _____				
City State Zip _____				
Management Company _____ Telephone Number _____				
Contact _____ Email _____				

New <input type="checkbox"/>	Delete <input type="checkbox"/>	ATO <input type="checkbox"/>	LOD <input type="checkbox"/>	Date of Effective Change ___/___/___
Building Name _____ Address _____				
City State Zip _____				
Management Company _____ Telephone Number _____				
Contact _____ Email _____				

New <input type="checkbox"/>	Delete <input type="checkbox"/>	ATO <input type="checkbox"/>	LOD <input type="checkbox"/>	Date of Effective Change ___/___/___
Building Name _____ Address _____				
City State Zip _____				
Management Company _____ Telephone Number _____				
Contact _____ Email _____				

New <input type="checkbox"/>	Delete <input type="checkbox"/>	ATO <input type="checkbox"/>	LOD <input type="checkbox"/>	Date of Effective Change ___/___/___
Building Name _____ Address _____				
City State Zip _____				
Management Company _____ Telephone Number _____				
Contact _____ Email _____				

Landlord Company _____ Date _____ Phone () _____
Contact Name (Printed) _____ Signature _____

For Xcel Energy use only

Form LISTINGS12062006

Date Filed: 12-07-07 By: David M. Sparby Effective Date: 03-01-09
President and CEO of Northern States Power Company, a Minnesota corporation
Case No. PU-07-776 Order Date: 12-31-08

NORTH DAKOTA ELECTRIC RATE BOOK - NDPSA NO. 2

**RESIDENTIAL BILLING OF VACANT RENTAL
PROPERTY (Continued)**

Section No. 7
Original Sheet No. 14



**NORTH DAKOTA RESIDENTIAL TENANT AUTHORIZATION FORM
FOR TENANT OR LANDLORD TO START SERVICE**

Tenant Instructions: Please read and complete the following:

1. You are responsible for payment of all electric and/or gas service used from the START date until Xcel Energy is notified to STOP such service. You may also contact Xcel Energy to START or STOP service at 1-800-895-4999, fax (1-800-892-0343), xcelenergy.com, or landlordagreement@xcelenergy.com.
2. By completing this form, you authorize the landlord/property manager to notify Xcel Energy to START your rental unit electric and/or gas service at the address listed below.
3. You are granting Xcel Energy permission to electronically communicate with you regarding your rental electric and/or gas service. Xcel Energy does not sell or rent customer contact information to any outside organization. Xcel Energy will notify the Landlord if you have notified Xcel Energy to START service. You will be notified if the Landlord has notified Xcel Energy to START service in your name.
4. You should retain a copy of this form for your records.

Landlord Instructions:

1. Fax (1-800-892-0343) completed Authorization Form within one business day or mail to Xcel Energy, Attn: Landlord Agreement Team, PO Box 8, Eau Claire, WI 54702-0008.
2. Xcel Energy will notify you if the Tenant has notified Xcel Energy to START service.

BOX A: START Service Date ___/___/___	Date Form Completed ___/___/___
Tenant Signature _____	Landlord Signature _____
Note: The tenant signature does not prevent the tenant from contacting Xcel Energy to START utility service. The form is to be signed and dated only when tenant plans to take receipt and use utility service in the rental unit.	

BOX B: Tenant Name (Last, First, and Middle) _____ _____ email _____ email _____	Other Adult(s) Residing in the Unit (optional) (Last, First, and Middle Name) _____ _____ email _____ email _____
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Box C: Rental Address this START form Applies to: _____ Unit _____ City _____ State _____ Zip _____ Tenant Telephone _____ Landlord Company Name _____ Landlord Contact _____ Landlord Contact Phone _____
NOTE: Tenant will receive utility bills at the above address. Indicate an alternate billing mailing address if appropriate: Address _____ Unit _____ City _____ State _____ Zip _____

Box D: Tenant Current Address if Different than Box C: _____ Unit _____ City _____ State _____ Zip _____ Contact Telephone _____ Should we STOP Xcel Energy service at this address? NO <input type="radio"/> YES <input type="radio"/> Date Effective ___/___/___
--

For Xcel Energy use only
Date received _____

FormSTART01032007
Owner ID _____

Date Filed: 12-07-07 By: David M. Sparby Effective Date: 03-01-09
President and CEO of Northern States Power Company, a Minnesota corporation
Case No. PU-07-776 Order Date: 12-31-08



**NORTH DAKOTA RESIDENTIAL TENANT AUTHORIZATION FORM
FOR TENANT OR LANDLORD TO STOP SERVICE**

Tenant Instructions: Please read and complete the following:

1. You are responsible for payment of all electric and/or gas service used from the START date until Xcel Energy is notified to STOP such service. You may also contact Xcel Energy to START or STOP service at 1-800-895-4999, fax (1-800-892-0343), xcelenergy.com, or landlordagreement@xcelenergy.com.
2. By completing this form, you authorize the landlord/property manager to notify Xcel Energy to STOP your rental unit electric and/or gas service at the address listed below.
3. You are granting Xcel Energy permission to electronically communicate regarding your rental electric and/or gas service. Xcel Energy does not sell or rent customer contact information to any outside organization. Xcel Energy will notify the Landlord if you have notified Xcel Energy to STOP service. You will be notified if the Landlord has notified Xcel Energy to STOP service in your name.
4. You should retain a copy of this form for your records.

Landlord Instructions:

1. Fax (1-800-892-0343) completed Authorization Form within one business day or mail to Xcel Energy, Attn: Landlord Agreement Team, PO Box 8, Eau Claire, WI 54702-0008.
2. Xcel Energy will notify you if the Tenant has notified Xcel Energy to STOP service.

BOX A: STOP Service Date ___/___/___	Date Form Completed ___/___/___
Tenant Signature _____	Landlord Signature _____
Note: The tenant signature does not prevent the tenant from contacting Xcel Energy to STOP utility service. The form is to be used when the tenant plans to stop receiving and using utility service in the rental unit.	

BOX B: Tenant Name (Last, First, and Middle) _____ _____ email _____ email _____	Other Adult(s) Residing in the Unit (optional) (Last, First, and Middle Name) _____ _____ email _____ email _____
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Box C: Rental Address this STOP form Applies to: _____ Unit _____ City _____ State _____ Zip _____ Tenant Telephone _____ Landlord Company Name _____ Landlord Contact _____ Landlord Contact Phone _____

Box D: Tenant Forwarding or New Address: _____ Unit _____ City _____ State _____ Zip _____ Contact Telephone _____ Should we START Xcel Energy service at this address? NO <input type="radio"/> YES <input type="radio"/> Date Effective ___/___/___

For Xcel Energy use only
Date received _____

Form STOP01032007
Owner ID _____

Date Filed: 12-07-07 By: David M. Sparby Effective Date: 03-01-09
President and CEO of Northern States Power Company, a Minnesota corporation
Case No. PU-07-776 Order Date: 12-31-08