

June 14, 2024

Will Seuffert  
Executive Secretary  
Minnesota Public Utilities Commission  
121 7<sup>th</sup> Place East, Suite 350  
St. Paul, Minnesota 55101-2147

RE: **Comments of the Minnesota Department of Commerce**  
Docket No. E,G002/M-24-130

Dear Mr. Seuffert:

Attached are the comments of the Minnesota Department of Commerce (Department) in the following matter:

Petition of Northern States Power Company, d/b/a Xcel Energy, for Approval of Miscellaneous Tariff Modifications.

Xcel filed the petition on March 15, 2024.

The Department requests Xcel provide additional information in reply comments. The Department will provide final recommendations after reviewing Xcel's reply comments and is available to answer any questions the Minnesota Public Utilities Commission may have.

Sincerely,

/s/ Dr. SYDNIE LIEB  
Assistant Commissioner of Regulatory Analysis

LB,SC/ad  
Attachment



## Before the Minnesota Public Utilities Commission

### Comments of the Minnesota Department of Commerce

---

Docket No. E,G002/M-24-130

#### I. INTRODUCTION

On March 15, 2024, Northern States Power Company, doing business as Xcel Energy (Xcel or the Company), filed a petition requesting the Minnesota Public Utilities Commission (Commission) approve various updates to the Company's Minnesota Electric and Natural Gas Rate Books. Specifically, Xcel seeks to update miscellaneous terms and conditions, remove and/or update certain language, and make certain typographical and consistency edits. The petition also states that the modifications will not change the Company's revenue requirement.<sup>1</sup> The petition provided the proposed tariff modifications as Attachment B (redline) and Attachment C (clean).

#### II. DEPARTMENT ANALYSIS

The Minnesota Department of Commerce (Department or DOC) reviewed Xcel's proposed changes for consistency with Minn. Stat. § 216B.03, which requires that rates be just and reasonable.<sup>2</sup> The Department's analysis below examines the individual components of the petition, organized by Xcel's summary of its proposed changes as shown in Section VI of the petition: "Distributed Intelligence," "Service Charge Updates," and "Typographical and Consistency Edits."

##### A. DISTRIBUTED INTELLIGENCE

###### 1. *My Energy Connection Application*

My Energy Connection (MEC) is a mobile application (app) that provides Xcel electric customers with detailed information on their energy usage following smart meter installation.<sup>3</sup> Xcel proposes to update Sheets 7-137 to 7-143 (Contract and Agreement Forms) of its Electric Rate Book by adding MEC term and conditions (T&C).

The T&C states that customers must accept the T&C to use the MEC application.<sup>4</sup> The proposed terms and conditions described MEC as follows:

Xcel Energy's "My Energy Connection" application is a proprietary mobile application that, when downloaded and properly installed on a smart device, utilizes the Wi-Fi radio embedded in Xcel Energy's new smart meters to establish a connection with your home Wi-Fi network. This

---

<sup>1</sup> Petition, page 3.

<sup>2</sup> Minn. Stat. § 216B.03 states that rates must be just and reasonable.

<sup>3</sup> <https://mn.my.xcelenergy.com/s/billing-payment/energy-insights>

<sup>4</sup> Xcel proposed Sheet No. 7-138.

connection allows the My Energy Connection App on a smart device to establish a connection with the Xcel Energy smart meter and display “real-time” electricity usage data on the smart device. To download, install and use the My Energy Connection App, you will need to be an Xcel Energy electric service customer who has an active Xcel Energy “My Account.”<sup>5</sup>

Xcel’s proposed T&C goes on to state that:

By installing and registering the My Energy Connection App on your mobile device you acknowledge and understand the My Energy Connection App will communicate via the internet certain information, including your Wi-Fi network name and password to Xcel Energy’s hosted computer systems which is needed to set up and validate the My Energy Connection App on your smart device and securely connect your device to your smart meter. [emphasis added]

Xcel explained the rationale for its proposed MEC T&C as follows:

These new T&Cs notify customers that when they use the Company’s MEC app, we collect their WiFi network name and password. We are required to be transparent with our customers regarding what information we collect about them. We do not believe the existing Online Terms and Conditions are sufficiently transparent as it relates to the collection of customer WiFi network name and password. We are updating our tariff to include language that considers the sensitivities around receiving this type of information from the customer.

The proposed My Energy Connection Terms and Conditions communicate to the customer that, by installing and registering the My Energy Connection app on a mobile device, the customer acknowledges and understands the My Energy Connection app will communicate via the internet certain information, including their Wi-Fi network name and password, to Xcel Energy’s hosted computer systems which is needed to set up and validate the My Energy Connection app on the smart device and securely connect the device to their smart meter.<sup>6</sup> [emphasis added]

The Department reviewed Xcel’s proposed MEC T&C for reasonableness and justice and identified several areas of concern.

The first area concerns Xcel’s proposal for the MEC app to “communicate via the internet the customer’s Wi-Fi network name and password to Xcel’s hosted computer systems.” The T&C state this

---

<sup>5</sup> Xcel proposed Sheet No. 7-137.

<sup>6</sup> Petition, page 6.

information is “is needed to set up and validate the My Energy Connection App on [a customer’s] smart device and securely connect [a customer’s] device to [its] smart meter.”<sup>7</sup> **The Department requests Xcel explain, in reply comments, why exactly customers’ Wi-Fi network name and password need to be collected, if, in fact, such data collection is absolutely necessary, whether such data will be securely destroyed after validation, and how the company will ensure this information is protected.**

The second area concerns Xcel’s proposed legal terms as listed below. The Department requests Xcel modify the proposed tariff sheets in response to the concerns below, or explain why Xcel believes the proposed tariff sheets as filed are already reasonable and just.

- “You ... agree to indemnify and hold Xcel Energy harmless from any claims resulting from improper use of your User ID and password.” (proposed Sheet No. 7-138, paragraph 5). **The Department requests Xcel explain why it is reasonable or just for an individual consumer to indemnify and hold Xcel harmless from any such claims, including claims based on conduct outside of the consumer’s control.**
- “Xcel Energy will not sell, rent or give away your personal information to other companies for use in selling their products or services unless you consent.” (proposed Sheet No. 7-139, paragraph 8). The Department recommends Xcel modify this section to delete “to other companies for use in selling their products or services” to make clear Xcel will not sell, rent, or give away a consumer’s personal information without consent ***for any reason (not just for use in selling products or services).***
- “... use of this information is subject to the Xcel Energy Privacy Policy.” (proposed Sheet No. 7-139, paragraph 8) and “This Agreement, the individual programs terms of use referencing this Agreement, the Privacy Policy, and any amendments thereto constitute the entire agreement between you and Xcel Energy with respect to your rights to access and use of the My Energy Connection App.” (proposed Sheet No. 7-143, paragraph 15). **The Department recommends Xcel modify these sections to include or provide a link to Xcel’s privacy policy, so that customers can provide informed consent.**
- “The state commission having jurisdiction and venue regarding this agreement will depend on where you have received utility service.” (proposed Sheet No. 7-143, paragraph 14). **The Department recommends Xcel modify this section to clarify that while the Commission has jurisdiction over some aspects of this program, consumers are not waiving their rights to pursue any applicable claims any may pursue their legal rights, including consumer protections claims, through Minnesota courts.**
- “You may not distribute, publish, transmit, modify, create derivative works from, or in any way exploit, any of the Content or the My Energy Connection App for any purpose.” (proposed Sheet No. 7-1430, paragraph 11(b)). **The Department requests Xcel explain why it is reasonable or just to prevent customers from sharing their own energy use data or experiences with the MEC app.**

---

<sup>7</sup> Xcel proposed Sheet No. 7-137.

- “Xcel Energy’s Waiver of Warranties and Limitation of Its Liability.” (proposed Sheet No. 7-143, paragraph 13).
  - Paragraph 13(a): Xcel proposes to disclaim any liability “for any inaccuracies or errors on the My Energy Connection app, the content, or equipment provided related to the use of the My Energy Connection App.” For example, Xcel proposes to disclaim any liability that the MEC app or any content or service provided will “be secure, accurate, complete, or free of harmful code” and disclaim responsibility “for any errors or delays in the My Energy Connection app, the meter data or the content.” **The Department recommends Xcel modify this section to remove liability disclaimers regarding erroneous or harmful code and incorrect meter data. Xcel, not its customers, has control and responsibility over these issues.**
  - Paragraph 13(b): Other than as required under applicable law, regulation or express written agreement, Xcel proposes to disclaim any liability for itself and its agents, service providers, or licensors “for any direct, indirect, special, incidental, consequential, consequential, punitive, or exemplary damages arising out of the use or inability to use the My Energy Connection App...” and limit liability to \$250 in aggregate. **The Department requests Xcel explain why and how such liability limitation for negligent and intentional acts is reasonable and just (particularly when it seeks to impose limitless liability on its consumers).**
  - Paragraph 13(c): Xcel proposes that customers indemnify and hold Xcel, its agents, and service providers and licensors and respective affiliates harmless against any damages of any kind whatsoever arising out of customer use or ability to use the MEC app or the content provided through the app. **The Department requests that Xcel explain why and how relieving itself and its agents from all liability in relation to its own app is both reasonable and just.**

## 2. *Green Button Connect*

Xcel describes Green Button Connect (GBC) as follows:

GBC is an ongoing electronic data transfer service that allows customers to share their utility data with authorized service providers. These service providers can help customers make smarter choices about their energy usage by providing tools and applications to help them find ways to save energy. Customers can sign up for GBC in the Xcel Energy My Energy Portal and select which service providers to send their data to and how long to share their data with them. GBC sends the premises’ billing and usage data down to 15-minute intervals for customers with AMI meters, but GBC is available to all customers regardless of meter type and does not rely on DI [Distributed Intelligence].<sup>8</sup>

---

<sup>8</sup> Petition, page 7.

*i. GBC Service Provider Terms of Use*

Xcel also included GBC service provider terms of use (to be agreed to by GBC service providers, not customers) as Attachment A to its petition. Xcel stated it is not proposing to include these service provider terms of use in its rate book.<sup>9</sup> The Department concludes this approach is reasonable since GBC service providers are not Xcel customers. The Department nonetheless reviewed the GBC service provider terms of use for reasonableness since they have the potential to impact customers.

The service provider terms of use state that Xcel has established GBC allowing a service provider “to receive customer energy usage data from Xcel Energy, if an Xcel Energy customer authorizes the transfer of such data.” To participate in GBC, service providers would be required to agree to the terms of use.

Under the service provider terms of use, Xcel would disclaim “all warranties and conditions with regard to the GBC program or the data” and Xcel would “not be responsible for any errors or delays in the operation or transmission of the GBC program or data.” Xcel would “in no event” be liable for any damages and otherwise have its liability limited to \$250. While the service provider terms of use are between Xcel and service providers, the Department is nonetheless concerned about Xcel’s proposal to limit its liability given it may limit customers’ recourse for a program ultimately established and overseen by Xcel. **The Department therefore requests Xcel explain why it believes this liability limitation under proposed paragraph 3 is reasonable and just.**

*ii. GBC Service Disclaimer for Customers*

In addition to establishing GBC service provider terms of use (Attachment A), Xcel proposes to update the online terms of use in its Electric Rate Book (existing Sheet Nos. 7-124 to 7-134) for customers by adding a GBC service disclaimer as Sheet No. 7-135. The Department reviewed Xcel’s proposed GBC disclaimer and identified is concerned about Xcel’s proposed language regarding limiting Xcel’s liability, as shown below:

- “As independent parties, the Green Button Service Providers are solely responsible for their product or services and any claims, damages or other liability which may arise from their product or service or the performance of their product or service. Xcel Energy is not responsible for examining or evaluating, and does not warrant or guarantee, any Green Button product or service. Xcel Energy does not assume any responsibility or liability for the actions, products, or services of all these and any other third parties.”
- “Your utility will have no control over the data disclosed pursuant to this consent and will not be responsible for monitoring or taking any steps to ensure that the data recipient maintains the confidentiality of the data or uses the data as authorized by you.”

---

<sup>9</sup> Petition, page 7.

If Xcel is establishing a program for third-party entities to use its customers' data, presumably the Company is entering into some type of contract with those third parties and as such Xcel electing to allow third parties access to its meters and its meter data. It is not clear to the Department why Xcel should be able disclaim all responsibility for a program it has established. **The Department therefore requests that Xcel explain why the above language limiting Xcel's liability regarding GBC is reasonable and just.**

3. *Third-Party Device Meter Connection Consent*

Xcel also proposes to update the online terms of use in its Electric Rate Book by adding a Customer Authorization for Third-Party Service Provider Meter Connection as Sheet No. 7-136. Xcel describes these additions as requiring "customers to provide explicitly consent before any third-party gains access to the customer's meter and data."

The Department is concerned by the lack of ratepayer protections in Xcel's proposed language stating that Xcel "will have no control over the data once it is disclosed to a Third-Party Service Provider pursuant to your authorization and will not be responsible for monitoring or taking any steps to ensure that the Third-Party Service Provider maintains the confidentiality of the data or its use as authorized by you." While the Department understands that Xcel may not have any direct control of data once transferred, the Department also expects Xcel would establish contractual protections with all third-party service providers to ensure they maintain data confidentiality. **The Department requests Xcel explain how it would ensure customer data confidentiality is maintained by third parties accessing customers' meters and meter data.**

B. *RECONNECTION FEES*

1. *Reasons for Reconnection Fees*

Xcel Energy proposes to update the General Service Rules in its Electric Rate Book under Sheet No. 6-3 to allow Xcel to charge a fee to reconnect service that has been disconnected "for any permissible reason listed under MN Rule 7820.1000" instead of only "for non-payment" as stated currently (paragraph 1.2.B.). The Department concludes this update is permissible under Minnesota Rules 7820.1000 which states that "[w]ith notice a utility may disconnect service to any customer for any reason stated below" and the costs of reconnection do not vary according to the reason for disconnection.

2. *Date for Updating Reconnection Fees*

Xcel Energy also proposes to update Sheet No. 6-3 in its Electric Rate Book to change the effective date for updated reconnection fees from January 1, 2025 to January 1, 2026. Xcel states that this change is due to Xcel now expecting advanced metering infrastructure (AMI) roll-out to finish at the end of 2025 instead of the end of 2024. The Department agrees with this change.

C. *TYPOGRAPHICAL AND CONSISTENCY EDITS*

1. *Winter Storm Uri Surcharge Language and Rates*

Xcel proposes to remove certain tariff items in its Gas Rate Book related to Winter Storm Uri of February 2021 because the items have expired for all classes except for Residential.

First, Xcel proposes to update Sheets Nos. 5-2.1 (Commercial Firm Service), 5-4 (Commercial Demand Billed Service), and 5-11.1 (Interruptible Service) to remove the February 2021 Weather Event Surcharge for non-residential classes.

Second, Xcel proposes to update Sheet No. 5-42 in the Purchase Gas Adjustment Clause (PGA) to remove the referenced to the non-Residential February 2021 Weather Event Surcharge since the surcharge ended on December 31, 2023. As stated on the same tariff sheet, the surcharge will remain in effect for residential customers through December 31, 2026.

Third, Xcel proposes to update Sheet No. 5-42.1 in the PGA to remove the pricing event surcharge factors for October 1, 2021 through December 31, 2022 since this information is no longer applicable.

The Department agrees with these updates to remove surcharges that are no longer applied.

2. *Billing Cycle Proration*

Xcel is proposing to update Sheet No. 6-14 in its Electric Rate Book and Sheet No. 6-10 in its Gas Rate Book to change “more than five days” to “more than four days” as shown below:

If the billing period is longer or shorter than the normal billing period by more than ~~four~~five days, the bill shall be prorated on a daily basis, except for the November, December, January, and February billing periods whereby the bill shall be prorated on a daily basis whenever the billing period is less than 25 days or more than 40 days.

According to Xcel, this change is needed to reflect Xcel’s billing system following the incorporation of Martin Luther King Jr. Day as a Company holiday. The Department does not object to this change.

3. *Minor Docket Number and Language Updates*

Xcel proposes to update its Electric and Gas Rate Books to correct references to Docket No. “E002-20-842” by adding the missing “M,” resulting in “E002/M-20-842.” In addition, Xcel proposes to delete the word “proposed” in the top right corner of Sheet No. 7-79 of its Gas Rate Book. The Department appreciates Xcel’s making these corrections.



4. *Updating NSPM President Information*

Xcel proposes to update Sheet No. 2-1 in its Electric Rate Book and Sheet No. 2-1 in its Gas Rate Book to list Ryan Long as president since he replaced Christopher Clark on January 1, 2024 and also update the filer of rate changes to Ryan Long. The Department agrees with these changes.

5. *Table of Contents Updates*

Xcel is proposing to update its Table of Contents its Electric and Gas Rate Books to reflect its proposed changes. The Department reviewed Xcel's proposed Table of Contents updates and concluded that they are consistent with the proposed tariff changes.

6. *Cold Weather Rule Reporting*

Xcel proposes to update the Cold Weather Rule tariff (Electric Sheet No. 11-9 and Gas Sheet No. 9-9) to change the reporting dates to reflect changes to Minnesota Statute § 216B.096, subd. 11 made during the Minnesota 2023 Legislative session to Minnesota Statute § 216B.096.<sup>10</sup> The Department agrees with Xcel that its proposed tariff changes correctly reflect the updated statute.

7. *Average Monthly Payment Plan*

Xcel proposes to update the Average Monthly Payment Plan (AMP) language on Sheet No. 6-14.1 of its Electric Rate Book to reflect Xcel's current practices. According to Xcel, it worked with the Consumer Affairs Office to implement the changes. The Department supports updating the AMP tariff to reflect current practice and agrees that reviewing the AMP Plan on a quarterly basis versus an annual basis will prevent the customer from receiving a larger true-up at the end of the 12-month period.

8. *Vacant Rental Property*

Xcel proposes to update the "Application for Service" rules under Sheet No. 6-3 in its Electric Rate Book as follows:

... In the event a customer does not make application for service in advance, Receipt and use of electric service in the absence of application or contract shall constitute the user a customer of the Company subject to its rates, rules, and regulations and said user shall be responsible for payment of all service used.

Subject to its rates, rules, and regulations, the Company will continue to supply electric service until notified by the customer listed on the account to discontinue the service. The customer will be responsible for payment of all service furnished through the date of discontinuance.

---

<sup>10</sup> <https://www.revisor.mn.gov/laws/2023/0/60/#laws.12.10.0>

According to Xcel, this clarifying language would help avoid confusion in situations where a renter moves out, does not notify Xcel of their move, and continued to incur charges with Xcel.<sup>11</sup> Xcel believes the updated language would “reflect the expectation that new tenants in a rental unit will contact Xcel Energy to apply and become the responsible billing party and will provide the names, dates, and contact information of any new tenants when they move out” and “makes it clear that if a new tenant receives and uses service from Xcel Energy, regardless of whether that tenant has been identified as the applicant, the tenant is subject to the rates, rules and regulations that come with such service.”

The Department reviewed Xcel’s proposed tariff languages and concludes the proposed clarifying changes are reasonable.

*9. Standard Billing Form Back*

Xcel proposes to update the Standard Billing Form Back on Sheet No. 8-7 of its Electric Rate Book and Sheet No. 8-7 of its Gas Rate Book. The proposed changes are, for electric and gas, remove the TDD/TTY (Telecommunications Device for the Deaf / Teletypewriters) phone number due to the popularization of 711<sup>12</sup> and updating the payments address; for electric only, remove the Mercury Cost Recovery section, change “system” to systems” under the Transmission Cost Recovery section, and delete the Windsource section; and for gas only, remove state energy policy rider language.<sup>13</sup> The Department concludes these changes are reasonable as they reflect update information.

*10. Business Incentive and Sustainability Rider*

Xcel proposes to remove the Pandemic Affected Customer section of Business Incentive and Sustainability (BIS) Rider on Sheets 5-141 and 5-141.1 of its Electric Rate Book. The Department agrees with Xcel that this language is no longer applicable and therefore appropriate for deletion.

### **III. RECOMMENDATION**

The Department requests Xcel provide additional information as specified above in bold and will provide a final recommendation after reviewing Xcel’s reply comments.

---

<sup>11</sup> Petition, page 15.

<sup>12</sup> <https://www.fcc.gov/consumers/guides/711-telecommunications-relay-service>

<sup>13</sup> For more information about removing the references to certain riders, see Xcel’s response to DOC Informal IR No. 5 in Attachment DOC-1 to these comments.

**Responses to Informal Questions from the DOC (E,G002/M-24-130)**

**1. Tariff:** MN Electric Section 7, Sheet 140

“Xcel Energy may at any time modify or discontinue any aspect or component of the My Energy Connection App. In Xcel Energy's sole and absolute discretion, Xcel Energy may, without notice, restrict or terminate this Agreement and your use of the My Energy Connection App, user accounts, user IDs or passwords. Any such restriction or termination will not relieve you of obligations incurred and accrued prior to the effective date of such termination.”

**Question:** My Energy Connection Application- it reads as though Xcel can terminate without notice. Shouldn't there be some sort of warning to the customer before this happens?

**Response:**

Yes, that is correct. The Company is authorized to discontinue access to My Energy Connection at any time. This is consistent with previously approved terms and conditions for electronic services and applications provided by the Company, and in particular it's Online Terms Of Use (see Sheet 7-128). We would not plan on contacting the customer prior to this disconnection, however, there would be a notice when a customer opened the app, such as: “Thank you for your enrollment in My Energy Connection. Xcel Energy is no longer supporting this application. Please refer to your My Account for your billing and usage information.”

**2. Tariff:** MN Electric Section 7, Sheet 141

“If you fail to implement reasonable security measures or allow someone else to access your account(s) or your mobile device without your authorization, you are responsible for any actions taken by such individual. Xcel Energy is not required to seek damages from a third party due to your failure to maintain security from your computer or your computer's Internet connection.”

**Question:** If someone hacks into your account illegally, the consumer is responsible?

**Response:**

Yes, that is correct. The Company has no control over the security of a customer device and therefore does not take responsibility for seeking to recover damages on the customer's behalf when the security of the device is breached. Again, this is consistent with previously approved terms and conditions, and in particular the Company's Online Terms of Use (see Sheet 7-126).

3. **Tariff:** Reconnection Fee- MN Electric Section 7, sheet 6.3

**Question:** I can't seem to find this in the red-line document. What are the charges going to be?

**Response:**

Upon review, we realized there is an incorrect tariff sheet reference on page 9. The Petition should reference MN Electric Section 6, Sheet 3 as shown below:

"The Company has updated the reasons a fee may be charged for reconnection to align the tariff with Minnesota Rule. MN Electric **Section 6, Sheet 3**, Part 1.2(B) Service Charges requires updating to reflect that, when the Company has permissibly disconnected service with notice to the customer under Minn. Rule 7820.1000 and Minn. Rule 7820.2600 allows the Company to charge a reconnection fee if the customer requests reconnection."

4. **Tariff:** MN Electric Section 6, Sheet 3

**Question:** AMI Reconnection- Update to Final Implementation Phase- I can't seem to find this in the red-line document.

**Response:**

The snip below shows where the Service Reconnection Charge has been updated from January 1, 2025 to January 1, 2026 on MN Electric Section 6, Sheet 3:

Effective January 1, 202~~5~~6:

- Residential customers with a standard AMI meter: \$13.50
- Residential customers opting for Manual Meter Reading Service: \$95
- Commercial customers on Small General Service and Small General Time of Day rates with a standard AMI meter: \$13.50
- Commercial customers opting for Manual Meter Reading Service: \$95
- All other customers: \$95

5. **Tariff:** MN Electric Section 8, Sheet 7 & MN Gas Section 8, Sheet 7

**Question:** Updated Bill Images- The items that are being removed from the Billing Form: Mercury Cost Recovery System, Windsource Section and State Energy Policy Rider- are these no longer being charged to the customer? It appears that the riders are still in the rate book. If we are removing them from the Billing Form should they also be removed from the rate book?

**Response:**

For **Windsorce**, the program was discontinued in the Fall of 2023 in Docket Nos. E002/M-19-33 & E002/M-21-222. We plan to file the final tariff compliance noting the end of the program with our May 1<sup>st</sup>, 2024 compliance filing in Docket No. E002/M-01-1479, and therefore did not include it here.

For the **State Energy Policy** Rider, there is currently a \$0 rate as of our last rate case (see Docket No. E999/M-21-111 for our last gas State Energy Policy and the Gas Rate Case in Docket No. G002/GR-21-678). We do not anticipate that additional projects/programs will be recovered through the gas State Energy Policy Rider now that existing projects are recovered through base rates. Consistent with how we have historically handled riders with \$0 rates, we maintain these riders in the rate book and do not plan to cancel the tariff in case something fits the Rider's parameters in the future. The Bill Backer would be updated in the future if the rate is utilized again.

Similarly, the **Mercury Cost Recovery** Rider is currently at a \$0 rate. We do not anticipate that additional projects/programs will be recovered through the Mercury Cost Recovery Rider now that existing projects are recovered through base rates. Again, consistent with how we have historically handled riders, we do not plan to cancel the tariff in case something fits the Rider's parameters in the future. The Bill Backer would be updated in the future if the rate is utilized again.

## **CERTIFICATE OF SERVICE**

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce**  
**Comments**

**Docket No. E, G002/M-24-130**

Dated this **14<sup>th</sup>** day of **June 2024**

**/s/Sharon Ferguson**

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400  St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_24-130_M-24-130
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280  Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_24-130_M-24-130
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_24-130_M-24-130
Christine	Schwartz	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7  Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_24-130_M-24-130
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th PI E Ste 350  Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_24-130_M-24-130
Lauren	Steinheuser	lauren.steinheuser@xcelenergy.com	Northern States Power Company dba Xcel Energy	414 Nicollet Mall, 401-08  Minneapolis, MN 55401	Electronic Service	No	OFF_SL_24-130_M-24-130