



AN ALLETE COMPANY

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November 13, 2018

VIA ELECTRONIC FILING

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101-2147

Re: In the Matter of Updating the Generic Standards for the
Interconnection and Operation of Distributed Generation Facilities
Established under Minn. Stat. §216B.1611
Docket No. E-999/CI-16-521

Dear Mr. Wolf:

Minnesota Power (or, the Company”) hereby submits, via electronic filing, its updated tariffs for review and approval in response to the Minnesota Public Utilities Commission’s August 18, 2018 Order Establishing Updated Interconnection Process and Standard Interconnection Agreement in Docket No. E-999/CI-16-521. The updated tariffs encompass Minnesota Power’s Rider for Parallel Generation, Rider for Standby Service, Rider for Distributed Generation Service, and the Company’s Electric Service Regulations. Redlined and clean versions of the tariffs are included as attachments to this filing.

Included in Minnesota Power’s revisions is a request for approval to increase the uniform statewide contract threshold from 20 kW to 40 kW via Minnesota Distributed Energy Resource Interconnection Process (“MNDIP”) section 1.1.5 (emphasis added) -

1.1.5.2 The Area EPS Operator may propose in its tariff an increase to the size threshold for the application of the Uniform Statewide Contract as a replacement for the MN DIA in its tariff. There may also be situations where the Interconnection Customer would need to sign both the Uniform Statewide Contract and the MN DIA; such as, where the Nameplate Rating of the system is above the size threshold where the Uniform Statewide Contract replaces the MN DIA but the DER qualifies for net metering (Minn. Stat. §216B.164 and Minn. R. Ch. 7835) under the Uniform Statewide Contract.

This threshold revision can be found on the attached Section V, Page No. 60.7 of the Company’s Rider for Parallel Generation.

Mr. Wolfe
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The Company appreciates the Commission's attention to this matter. Please contact me at the number above with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jenna Warmuth". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

Jenna Warmuth

JW:sr
Attach.
cc: Official Service List

RIDER FOR PARALLEL GENERATION

APPLICATION

Applicable to cogenerator or small power producers rated at less than 1,000 kW. To any customer taking single or three phase service under one of the Company's standard electric rate schedules and who has entered into a contract with the Company for the sale of electricity as a cogenerator or small power producer (Seller) as defined under State or Federal Law.

RATE (Monthly)

The following charges and credits are applicable in addition to all charges for service being taken under Company's standard rate schedule:

- I. Sellers with facilities rated at less than 40 kW shall have the option of selling to Company under either the Average Retail Energy Rate, the Simultaneous Purchase and Sale Rate or the Time-of-Day Purchase Rate. The Rate selected shall be as specified in the Cogeneration and/or Small Power Production Facilities Agreement between Seller and Minnesota Power.

A. Average Retail Energy Rate

The Seller shall be billed according to the Company's applicable standard rate schedule for the energy (kWh) supplied by the Company that exceeds the amount of energy supplied by the Seller to the Company's distribution system during each billing period. The Seller will be subject to the following Meter Aggregation Charge. When energy supplied by the Seller exceeds the amount of energy supplied by the Company, the Seller shall be subject to the following Average Retail Energy Rate Credit:

Meter Aggregation Charge (Monthly, if option selected by Customer)
\$0.00

Average Retail Energy Rate Credit

9.60¢ per kWh of Net Energy - Residential Customers
10.32¢ per kWh of Net Energy - General Service Customers
8.28¢ per kWh of Net Energy - Large Light & Power Customers

B. Simultaneous Purchase and Sale Rate

The Seller shall be billed for all energy and capacity it consumes during each billing period according to the Company's applicable retail rate schedule. The Company shall purchase all energy and capacity which is made available to it by the Seller. The Seller will be subject to the following Meter Aggregation Charge and applicable Credit:

Meter Aggregation Charge (Monthly, if option selected by Customer)
\$0.00

Energy Credit

2.49¢ per kWh delivered to Company.

Filing Date ~~July 21, 2017~~ November 13, 2018 MPUC Docket No. E-999/CI-16-521
Effective Date December 1, 2017 Order Date October 31, 2017

Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR PARALLEL GENERATION

Energy and Firm Power Capacity Credit
2.96¢ per kWh delivered to Company.

C. Time-of-Day Purchase Rate

The Seller shall be billed for all energy and capacity it consumes during each billing period according to the Company's applicable retail rate schedule. The Company may require those facilities that choose to sell power on a time-of-day basis to also purchase power on a time-of-day basis. The Company shall purchase all energy and capacity which is made available to it by the Seller. The Seller will be subject to the following Meter Aggregation Charge and applicable Credit:

Meter Aggregation Charge (Monthly, if option selected by Customer)
\$0.00

Energy Credit
2.89¢ per kWh delivered to Company during On-Peak periods.
2.14¢ per kWh delivered to Company during Off-Peak periods.

Energy and Firm Power Capacity Credit
3.90¢ per kWh delivered to Company during On-Peak periods.
2.14¢ per kWh delivered to Company during Off-Peak periods.

- II. Facilities rated at 40 kW or greater and less than 500 kW shall have the option of selling to Company under either the Kilowatt-Hour Energy Credit, the Simultaneous Purchase and Sale Rate, or the Time-of-Day Purchase Rate. Customers who do not elect to be compensated for net input in the form of a kilowatt-hour credit under the Kilowatt-Hour Energy Credit rate will be compensated for the net input at the Company's Simultaneous Purchase and Sale Rate or Time-of-Day Purchase Rate.

A. Kilowatt-Hour Energy Credit Rate

The Seller shall be compensated for net input in the form of a kilowatt-hour credit shown on the customer's bill, which will be carried forward on subsequent energy bills. The Seller will be subject to the following Meter Aggregation Charge. Any remaining net input at the end of the calendar year shall be compensated at the applicable Credit as shown below:

Meter Aggregation Charge (Monthly, if option selected by Customer)
\$0.00

Energy Credit
2.49¢ per kWh delivered to Company.

Energy and Firm Power Capacity Credit
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B. Simultaneous Purchase and Sale Rate

The Seller shall be billed for all energy and capacity it consumes during each billing period according to the Company's applicable retail rate schedule. The Company shall purchase all energy and capacity which is made available to it by the Seller. The Seller will be subject to the Meter Aggregation Charge and applicable Credit:

Meter Aggregation Charge (Monthly, if option selected by Customer)
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Energy and Firm Power Capacity Credit
2.96¢ per kWh delivered to Company.

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The Seller shall be billed for all energy and capacity it consumes during each billing period according to the Company's applicable retail rate schedule. The Company may require those facilities that choose to sell power on a time-of-day basis to also purchase power on a time-of-day basis. The Company shall purchase all energy and capacity which is made available to it by the Seller. The Seller will be subject to the following Meter Aggregation Charge and Energy and applicable Credit:

Meter Aggregation Charge (Monthly, if option selected by Customer)
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Energy Credit
2.89¢ per kWh delivered to Company during On-Peak periods.
2.14¢ per kWh delivered to Company during Off-Peak periods.

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3.90¢ per kWh delivered to Company during On-Peak periods.
2.14¢ per kWh delivered to Company during Off-Peak periods.

III. Facilities rated at 500 kW or greater and less than 1,000 kW shall have the option of selling to Company under either the Kilowatt-Hour Energy Credit, the Simultaneous Purchase and Sale Rate, or the Time-of-Day Purchase Rate.

A. Kilowatt-Hour Energy Credit Rate

The Seller shall be compensated for net input in the form of a kilowatt-hour credit shown on the customer's bill, which will be carried forward on subsequent energy bills. The Seller will be subject to the following Meter Aggregation Charge. Any remaining net input

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Meter Aggregation Charge (Monthly, if option selected by Customer)
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The Seller shall be billed for all energy and capacity it consumes during each billing period according to the Company's applicable retail rate schedule. The Company shall purchase all energy and capacity which is made available to it by the Seller. The Seller will be subject to the following Meter Aggregation Charge and applicable Credit:

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The Seller shall be billed for all energy and capacity it consumes during each billing period according to the Company's applicable retail rate schedule. The Company may require those facilities that choose to sell power on a time-of-day basis to also purchase power on a time-of-day basis. The Company shall purchase all energy and capacity which is made available to it by the Seller. The Seller will be subject to the following Meter Aggregation Charge and applicable Credit:

Meter Aggregation Charge (Monthly, if option selected by Customer)
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Energy and Firm Power Capacity Credit

3.90¢ per kWh delivered to Company during On-Peak periods.

2.14¢ per kWh delivered to Company during Off-Peak periods.

DETERMINATION OF FIRM POWER

Energy delivered by the QF to the Company must have a 65 percent on-peak capacity factor in the month to be considered "firm power". The capacity factor is based upon the QF's maximum on-peak metered capacity delivered to the Company during the month. If the QF does not meet the firm power requirements, compensation will be for the energy portion only.

INDIVIDUAL SYSTEM CAPACITY LIMITS

- 1) Customers with a facility of 40-kilowatt AC capacity or more and participating in net metering and net billing may be required to limit the total generation capacity of individual distributed generation systems by either:
 - a. for wind generation systems, limiting the total generation system capacity kilowatt alternating current to 120 percent of the customer's on-site maximum electric demand; or
 - b. for solar photovoltaic and other distributed generation, limiting the total generation system annual energy production kilowatt hours alternating current to 120 percent of the customer's on-site annual electric energy consumption.
- 2) Limits under paragraph (a) applicable to measuring on-site maximum electric demand must be based on standard 15-minute intervals, measured during the previous 12 calendar months, or on a reasonable estimate of the average monthly maximum demand or average annual consumption if the customer has either:
 - a. less than 12 calendar months of actual electric usage; or
 - b. no demand metering available.
- 3) The total generation capacity of individual distributed generation systems is determined by the total capacity of all of the customer's systems which are on the same set of aggregated meters. On-site maximum electric demand and on-site annual electric energy consumption are determined by total demand or electric energy consumption associated with the same set of aggregated meters.
- 4) For wind generation systems, the Company will estimate customer demand use for purposes of calculating the 120 percent rule by determining a demand-billed customer's highest billed on-site kW demand in all bills issued during the most recent calendar year. For non-demand customers, the Company shall impute the equivalent peak demand level by first determining the customer's most recent on-site annual (12-month) billed kWh sales. Those kWh sales shall be divided by the product of the annual load factor for the applicable customer class and the number of actual hours in that year (either 8,760 hours in a standard year or 8,784 hours in a leap year). The resulting quotient will serve as the customer's estimated on site maximum electric demand. The load factor is 19.3 percent for the residential customer class and 24.2 percent for the non-demand general service customer class as calculated in the Company's 2013 Load Research study.
- 5) For solar photovoltaic and other distributed generation systems, where 12 months of usage data is not available, the Company will estimate customer energy use for purposes of calculating the 120 percent rule by averaging four months of usage. If four months of usage is not available, the

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Company will estimate usage based on home size for residential customers and other substantiating documentation for commercial and demand billed customers.

METER AGGREGATION

The Company will aggregate for billing purposes a Customer's designated distributed generation bidirectional meter with one or more aggregated retail meters if a Customer requests that it do so and the following conditions are satisfied:

- 1) the meters must be located on contiguous property owned by the customer requesting the aggregation;
- 2) the account(s) associated with the meters must be in the name of the customer;
- 3) the retail services associate with the aggregated meters of a customer must be either all time-of-day or all non-time-of-day;
- 4) the total of all aggregated meters must be subject in the aggregate to the size limitation under the single rate chosen by the Customer applicable to all of the aggregated meters; and
- 5) the total of all aggregated meters is subject in the aggregate to the Individual System Capacity Limits.

As the term is used here, "contiguous property" means property owned or leased by the Customer sharing a common border, without regard to interruptions in contiguity caused by easements, public thoroughfares, transportation rights-of-way, or Company rights-of-way. The Company must comply with a request by a customer-generator to aggregate additional meters within 90 days. The specific meters must be identified at the time of the request. In the event that more than one meter is identified, the Customer must designate the rank order for the aggregated meters to which the net metered credits are to be applied. At least 60 days prior to the beginning of the next annual billing period, a Customer may amend the rank order of the aggregated meters.

The aggregation of meters applies only to charges that use kilowatt-hours as the billing determinant. All other charges applicable to each meter account shall be billed to the customer. The Company will first apply the kilowatt-hour credit to the charges for the designated meter and then to the charges for the aggregated meters in the rank order specified by the customer. If the Net Metered Facility supplies more electricity to the Company than the energy usage recorded by the customer-generator's designated and aggregated meters during a monthly billing period, the Company will apply, at the election of the Customer, any excess production based on a monthly credit or the Annual Net Metering (kWh) Banking Option. Where a monthly credit is selected, the Company shall apply monetary credits to the customer's next monthly bill for the excess kilowatt-hours.

FACILITIES OF 1,000 KILOWATT CAPACITY OR MORE

A Seller with 1,000 kW capacity or more must negotiate a contract with the Company to set the applicable rates for payments to the customer of avoided capacity and energy costs. Sellers fueled by natural gas or a renewable fuel, or another similarly clean fuel or combination of fuels of no more than 10,000 kW of interconnected capacity at a point of common coupling to Company's distribution system may also apply for service under the Company's Rider for Distributed Generation Service.

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DEFINITIONS

"Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available before each filing required by parts 7835.0300 to 7835.1200 must be used in the computation.

"Capacity" means the capability to produce, transmit, or deliver electric energy, and is measured by the number of megawatts alternating current at the point of common coupling between a qualifying facility and a utility's electric system.

"Firm power" means energy delivered by the qualifying facility to the utility with at least a 65 percent on-peak capacity factor in the month. The capacity factor is based upon the qualifying facility's maximum on-peak metered capacity delivered to the utility during the month.

"Interconnection costs" means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the utility that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a qualifying facility. Costs are considered interconnection costs only to the extent that they exceed the corresponding costs which the utility would have incurred if it had not engaged in interconnected operations, but instead generated from its own facilities or purchased from other sources an equivalent amount of electric energy or capacity. Costs are considered interconnection costs only to the extent that they exceed the costs the utility would incur in selling electricity to the qualifying facility as a nongenerating customer.

"Net metered facility" means an electric generation facility constructed for the purpose of offsetting energy use through the use of renewable energy or high-efficiency distributed generation sources.

"Off-Peak periods" shall include all hours not included in On-Peak periods.

"On-Peak periods" shall include all hours between 7 a.m. and 10 p.m. Monday through Friday excluding holidays.

"Qualifying facility" means a cogeneration or small power production facility which satisfies the conditions established in Code of Federal Regulations, title 18, part 292. The initial operation date or initial installation date of a cogeneration or small power production facility must not prevent the facility from being considered a qualifying facility for the purposes of this chapter if it otherwise satisfies all stated conditions.

"Standby charge" means the rate or fee a utility charges for the recovery of costs for the provision of standby service or standby power.

"Standby service" means:

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- A. for public utilities, service or power that includes backup or maintenance services, as described in the public utility's commission-approved standby tariff, necessary to make electricity service available to the distributed generation facility; and
- B. for a utility not subject to the commission's rate authority, the service associated with the applicable tariff in effect under Minnesota Statutes, section 216B.1611, subdivision 3, clause (2).

TERMS AND CONDITIONS

1. The interconnection between the QF and the Company must comply with the requirements in the most recently published edition of the National Electrical Safety Code issued by the Institute of Electrical and Electronics Engineers.
2. The QF is responsible for complying with all applicable local, state, and federal codes, including building codes, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and noise and emissions standards. The Company requires proof that the QF is in compliance with the NEC before the interconnection is made. The QF must obtain installation approval from an electrical inspector recognized by the Minnesota State Board of Electricity.
3. The QF's generation system and installation must comply with the American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) standards applicable to the installation.
4. Any existing interconnection contract executed between the Company and a QF with capacity of less than 40 kilowatts remains in force until terminated by mutual agreement of the parties or as otherwise specified in the contract.
5. In accordance with Minnesota Rules 7835.5950, generators own all renewable energy credits unless other ownership is expressly provided for by a contract between the generator and the Company, state law specifies a different outcome, or specific commission orders or rules specify a different outcome.
6. Customers with generators under ~~1,000~~ 40 kW ac shall execute the Uniform Statewide Contract with the Company in the form prescribed by Minn. Rules 7835.9910. [Customers with generators 40 kW ac or greater and less than 10,000 kW ac shall execute the Minnesota Distributed Energy Resource Interconnection Agreement with the Company.](#) Before the Customer signs the Uniform Statewide Contract [or the Minnesota Distributed Energy Resource Interconnection Agreement](#), the Company shall provide the Customer a copy of, or link to current interconnection standards in accordance with Minnesota Rules 7835.4750.
7. In accordance with Minnesota Rules 7835.4500, in case of a dispute between the Company and a QF or an impasse in the negotiations between them, either party may request the Minnesota Public Utilities Commission (MPUC) to determine the issue. When the MPUC makes the determination, the burden of proof must be on the utility. Fees and costs for disput resolution shall be in accordance with Minnesota Rules 7835.4550.
8. QFs with distributed generation systems rated at more than 100 kW may be required to take service under the Company's Rider for Standby Service, as described in the tariff.
9. Customers with generators sized between 40 kW and 1,000 kW taking service under the Rider for Parallel Generation will be required to install a separate production meter to record generation.

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RIDER FOR PARALLEL GENERATION

APPLICATION

Applicable to cogenerator or small power producers rated at less than 1,000 kW. To any customer taking single or three phase service under one of the Company's standard electric rate schedules and who has entered into a contract with the Company for the sale of electricity as a cogenerator or small power producer (Seller) as defined under State or Federal Law.

RATE (Monthly)

The following charges and credits are applicable in addition to all charges for service being taken under Company's standard rate schedule:

- I. Sellers with facilities rated at less than 40 kW shall have the option of selling to Company under either the Average Retail Energy Rate, the Simultaneous Purchase and Sale Rate or the Time-of-Day Purchase Rate. The Rate selected shall be as specified in the Cogeneration and/or Small Power Production Facilities Agreement between Seller and Minnesota Power.

A. Average Retail Energy Rate

The Seller shall be billed according to the Company's applicable standard rate schedule for the energy (kWh) supplied by the Company that exceeds the amount of energy supplied by the Seller to the Company's distribution system during each billing period. The Seller will be subject to the following Meter Aggregation Charge. When energy supplied by the Seller exceeds the amount of energy supplied by the Company, the Seller shall be subject to the following Average Retail Energy Rate Credit:

Meter Aggregation Charge (Monthly, if option selected by Customer)

\$0.00

Average Retail Energy Rate Credit

9.60¢ per kWh of Net Energy - Residential Customers

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8.28¢ per kWh of Net Energy - Large Light & Power Customers

B. Simultaneous Purchase and Sale Rate

The Seller shall be billed for all energy and capacity it consumes during each billing period according to the Company's applicable retail rate schedule. The Company shall purchase all energy and capacity which is made available to it by the Seller. The Seller will be subject to the following Meter Aggregation Charge and applicable Credit:

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Energy and Firm Power Capacity Credit
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C. Time-of-Day Purchase Rate

The Seller shall be billed for all energy and capacity it consumes during each billing period according to the Company's applicable retail rate schedule. The Company may require those facilities that choose to sell power on a time-of-day basis to also purchase power on a time-of-day basis. The Company shall purchase all energy and capacity which is made available to it by the Seller. The Seller will be subject to the following Meter Aggregation Charge and applicable Credit:

Meter Aggregation Charge (Monthly, if option selected by Customer)
\$0.00

Energy Credit
2.89¢ per kWh delivered to Company during On-Peak periods.
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Energy and Firm Power Capacity Credit
3.90¢ per kWh delivered to Company during On-Peak periods.
2.14¢ per kWh delivered to Company during Off-Peak periods.

- II. Facilities rated at 40 kW or greater and less than 500 kW shall have the option of selling to Company under either the Kilowatt-Hour Energy Credit, the Simultaneous Purchase and Sale Rate, or the Time-of-Day Purchase Rate. Customers who do not elect to be compensated for net input in the form of a kilowatt-hour credit under the Kilowatt-Hour Energy Credit rate will be compensated for the net input at the Company's Simultaneous Purchase and Sale Rate or Time-of-Day Purchase Rate.

A. Kilowatt-Hour Energy Credit Rate

The Seller shall be compensated for net input in the form of a kilowatt-hour credit shown on the customer's bill, which will be carried forward on subsequent energy bills. The Seller will be subject to the following Meter Aggregation Charge. Any remaining net input at the end of the calendar year shall be compensated at the applicable Credit as shown below:

Meter Aggregation Charge (Monthly, if option selected by Customer)
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Meter Aggregation Charge (Monthly, if option selected by Customer)
\$0.00

Energy Credit
2.89¢ per kWh delivered to Company during On-Peak periods.
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III. Facilities rated at 500 kW or greater and less than 1,000 kW shall have the option of selling to Company under either the Kilowatt-Hour Energy Credit, the Simultaneous Purchase and Sale Rate, or the Time-of-Day Purchase Rate.

A. Kilowatt-Hour Energy Credit Rate

The Seller shall be compensated for net input in the form of a kilowatt-hour credit shown on the customer's bill, which will be carried forward on subsequent energy bills. The Seller will be subject to the following Meter Aggregation Charge. Any remaining net input

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Meter Aggregation Charge (Monthly, if option selected by Customer)
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The Seller shall be billed for all energy and capacity it consumes during each billing period according to the Company's applicable retail rate schedule. The Company may require those facilities that choose to sell power on a time-of-day basis to also purchase power on a time-of-day basis. The Company shall purchase all energy and capacity which is made available to it by the Seller. The Seller will be subject to the following Meter Aggregation Charge and applicable Credit:

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DETERMINATION OF FIRM POWER

Energy delivered by the QF to the Company must have a 65 percent on-peak capacity factor in the month to be considered "firm power". The capacity factor is based upon the QF's maximum on-peak metered capacity delivered to the Company during the month. If the QF does not meet the firm power requirements, compensation will be for the energy portion only.

INDIVIDUAL SYSTEM CAPACITY LIMITS

- 1) Customers with a facility of 40-kilowatt AC capacity or more and participating in net metering and net billing may be required to limit the total generation capacity of individual distributed generation systems by either:
 - a. for wind generation systems, limiting the total generation system capacity kilowatt alternating current to 120 percent of the customer's on-site maximum electric demand; or
 - b. for solar photovoltaic and other distributed generation, limiting the total generation system annual energy production kilowatt hours alternating current to 120 percent of the customer's on-site annual electric energy consumption.
- 2) Limits under paragraph (a) applicable to measuring on-site maximum electric demand must be based on standard 15-minute intervals, measured during the previous 12 calendar months, or on a reasonable estimate of the average monthly maximum demand or average annual consumption if the customer has either:
 - a. less than 12 calendar months of actual electric usage; or
 - b. no demand metering available.
- 3) The total generation capacity of individual distributed generation systems is determined by the total capacity of all of the customer's systems which are on the same set of aggregated meters. On-site maximum electric demand and on-site annual electric energy consumption are determined by total demand or electric energy consumption associated with the same set of aggregated meters.
- 4) For wind generation systems, the Company will estimate customer demand use for purposes of calculating the 120 percent rule by determining a demand-billed customer's highest billed on-site kW demand in all bills issued during the most recent calendar year. For non-demand customers, the Company shall impute the equivalent peak demand level by first determining the customer's most recent on-site annual (12-month) billed kWh sales. Those kWh sales shall be divided by the product of the annual load factor for the applicable customer class and the number of actual hours in that year (either 8,760 hours in a standard year or 8,784 hours in a leap year). The resulting quotient will serve as the customer's estimated on site maximum electric demand. The load factor is 19.3 percent for the residential customer class and 24.2 percent for the non-demand general service customer class as calculated in the Company's 2013 Load Research study.
- 5) For solar photovoltaic and other distributed generation systems, where 12 months of usage data is not available, the Company will estimate customer energy use for purposes of calculating the 120 percent rule by averaging four months of usage. If four months of usage is not available, the

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Director - Rates

RIDER FOR PARALLEL GENERATION

Company will estimate usage based on home size for residential customers and other substantiating documentation for commercial and demand billed customers.

METER AGGREGATION

The Company will aggregate for billing purposes a Customer's designated distributed generation bidirectional meter with one or more aggregated retail meters if a Customer requests that it do so and the following conditions are satisfied:

- 1) the meters must be located on contiguous property owned by the customer requesting the aggregation;
- 2) the account(s) associated with the meters must be in the name of the customer;
- 3) the retail services associate with the aggregated meters of a customer must be either all time-of-day or all non-time-of-day;
- 4) the total of all aggregated meters must be subject in the aggregate to the size limitation under the single rate chosen by the Customer applicable to all of the aggregated meters; and
- 5) the total of all aggregated meters is subject in the aggregate to the Individual System Capacity Limits.

As the term is used here, "contiguous property" means property owned or leased by the Customer sharing a common border, without regard to interruptions in contiguity caused by easements, public thoroughfares, transportation rights-of-way, or Company rights-of-way. The Company must comply with a request by a customer-generator to aggregate additional meters within 90 days. The specific meters must be identified at the time of the request. In the event that more than one meter is identified, the Customer must designate the rank order for the aggregated meters to which the net metered credits are to be applied. At least 60 days prior to the beginning of the next annual billing period, a Customer may amend the rank order of the aggregated meters.

The aggregation of meters applies only to charges that use kilowatt-hours as the billing determinant. All other charges applicable to each meter account shall be billed to the customer. The Company will first apply the kilowatt-hour credit to the charges for the designated meter and then to the charges for the aggregated meters in the rank order specified by the customer. If the Net Metered Facility supplies more electricity to the Company than the energy usage recorded by the customer-generator's designated and aggregated meters during a monthly billing period, the Company will apply, at the election of the Customer, any excess production based on a monthly credit or the Annual Net Metering (kWh) Banking Option. Where a monthly credit is selected, the Company shall apply monetary credits to the customer's next monthly bill for the excess kilowatt-hours.

FACILITIES OF 1,000 KILOWATT CAPACITY OR MORE

A Seller with 1,000 kW capacity or more must negotiate a contract with the Company to set the applicable rates for payments to the customer of avoided capacity and energy costs. Sellers fueled by natural gas or a renewable fuel, or another similarly clean fuel or combination of fuels of no more than 10,000 kW of interconnected capacity at a point of common coupling to Company's distribution system may also apply for service under the Company's Rider for Distributed Generation Service.

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RIDER FOR PARALLEL GENERATION

DEFINITIONS

"Average retail utility energy rate" means, for any class of utility customer, the quotient of the total annual class revenue from sales of electricity minus the annual revenue resulting from fixed charges, divided by the annual class kilowatt-hour sales. Data from the most recent 12-month period available before each filing required by parts 7835.0300 to 7835.1200 must be used in the computation.

"Capacity" means the capability to produce, transmit, or deliver electric energy, and is measured by the number of megawatts alternating current at the point of common coupling between a qualifying facility and a utility's electric system.

"Firm power" means energy delivered by the qualifying facility to the utility with at least a 65 percent on-peak capacity factor in the month. The capacity factor is based upon the qualifying facility's maximum on-peak metered capacity delivered to the utility during the month.

"Interconnection costs" means the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the utility that are directly related to installing and maintaining the physical facilities necessary to permit interconnected operations with a qualifying facility. Costs are considered interconnection costs only to the extent that they exceed the corresponding costs which the utility would have incurred if it had not engaged in interconnected operations, but instead generated from its own facilities or purchased from other sources an equivalent amount of electric energy or capacity. Costs are considered interconnection costs only to the extent that they exceed the costs the utility would incur in selling electricity to the qualifying facility as a nongenerating customer.

"Net metered facility" means an electric generation facility constructed for the purpose of offsetting energy use through the use of renewable energy or high-efficiency distributed generation sources.

"Off-Peak periods" shall include all hours not included in On-Peak periods.

"On-Peak periods" shall include all hours between 7 a.m. and 10 p.m. Monday through Friday excluding holidays.

"Qualifying facility" means a cogeneration or small power production facility which satisfies the conditions established in Code of Federal Regulations, title 18, part 292. The initial operation date or initial installation date of a cogeneration or small power production facility must not prevent the facility from being considered a qualifying facility for the purposes of this chapter if it otherwise satisfies all stated conditions.

"Standby charge" means the rate or fee a utility charges for the recovery of costs for the provision of standby service or standby power.

"Standby service" means:

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RIDER FOR PARALLEL GENERATION

- A. for public utilities, service or power that includes backup or maintenance services, as described in the public utility's commission-approved standby tariff, necessary to make electricity service available to the distributed generation facility; and
- B. for a utility not subject to the commission's rate authority, the service associated with the applicable tariff in effect under Minnesota Statutes, section 216B.1611, subdivision 3, clause (2).

TERMS AND CONDITIONS

1. The interconnection between the QF and the Company must comply with the requirements in the most recently published edition of the National Electrical Safety Code issued by the Institute of Electrical and Electronics Engineers.
2. The QF is responsible for complying with all applicable local, state, and federal codes, including building codes, the National Electrical Code (NEC), the National Electrical Safety Code (NESC), and noise and emissions standards. The Company requires proof that the QF is in compliance with the NEC before the interconnection is made. The QF must obtain installation approval from an electrical inspector recognized by the Minnesota State Board of Electricity.
3. The QF's generation system and installation must comply with the American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) standards applicable to the installation.
4. Any existing interconnection contract executed between the Company and a QF with capacity of less than 40 kilowatts remains in force until terminated by mutual agreement of the parties or as otherwise specified in the contract.
5. In accordance with Minnesota Rules 7835.5950, generators own all renewable energy credits unless other ownership is expressly provided for by a contract between the generator and the Company, state law specifies a different outcome, or specific commission orders or rules specify a different outcome.
6. Customers with generators under 40 kW ac shall execute the Uniform Statewide Contract with the Company in the form prescribed by Minn. Rules 7835.9910. Customers with generators 40 kW ac or greater and less than 10,000 kW ac shall execute the Minnesota Distributed Energy Resource Interconnection Agreement with the Company. Before the Customer signs the Uniform Statewide Contract or the Minnesota Distributed Energy Resource Interconnection Agreement, the Company shall provide the Customer a copy of, or link to current interconnection standards in accordance with Minnesota Rules 7835.4750.
7. In accordance with Minnesota Rules 7835.4500, in case of a dispute between the Company and a QF or an impasse in the negotiations between them, either party may request the Minnesota Public Utilities Commission (MPUC) to determine the issue. When the MPUC makes the determination, the burden of proof must be on the utility. Fees and costs for disput resolution shall be in accordance with Minnesota Rules 7835.4550.
8. QFs with distributed generation systems rated at more than 100 kW may be required to take service under the Company's Rider for Standby Service, as described in the tariff.
9. Customers with generators sized between 40 kW and 1,000 kW taking service under the Rider for Parallel Generation will be required to install a separate production meter to record generation.

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RIDER FOR STANDBY SERVICE

APPLICATION

Applicable to any customer with on-site generation of 10 MW or less and taking service under one of Company's following standard rate schedules: General Service (Schedule 25), Large Light and Power Service (Schedule 55, 75), Municipal Pumping Service (Schedule 87) and Large Power Service (Schedule 54, 74) who has a distributed generation system which is able to generate on a continuous basis and who has entered into the "[Minnesota Distributed Energy Resource Interconnection Agreement](#)~~State of Minnesota Interconnection Agreement for the Interconnection of Extended Parallel Distributed Generation Systems with Electric Utilities~~" with [the](#) Company.

Service under this Rider shall be required for a customer who has a distributed generation system that is run on a continuous basis and for non-emergency purposes which normally serves all or a portion of that customer's electric load requirements, and who desires use of the Company's electric service for temporary backup. Exceptions to this Application include: (i) For any customers with distributed generation systems rated at 100 kW or less, standby service will be available through their standard rate schedules; or (ii) any customer, in lieu of service under this Rider, who provides physical assurance that standby service is not taken. A customer requesting physical assurance shall agree to furnish and install an approved load limiting device which shall be set and sealed by the Company to prevent the customer from utilizing standby service. The cost of the load limiting device shall be paid by the customer.

The Customer shall execute a Standby Service Agreement with the Company for service under this Rider. The initial minimum term of service taken under this Rider shall be one (1) year. At the end of the initial term the contract will be automatically renewed on an annual basis, unless written notice from either party is delivered to the other party no later than 180 days prior to the end of the initial term or any subsequent renewal thereof.

Energy provided to the Customer under this rider is limited to energy for Scheduled and Unscheduled Outages as defined below. The Customer shall not generate and allow energy flow onto the Company's system unless it is separately metered and permitted in accordance with the Company's Electric Service Regulations.

All provisions of the applicable standard rate schedule shall apply to service under this Rider except as noted below.

TYPE OF SERVICE

Service shall be taken at 60 hertz and at the voltage and phase relationship specified under the Company's applicable standard rate schedule for service to the Customer.

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Director - Rates

RIDER FOR STANDBY SERVICE

DEFINITIONS

Nominated Standard Service

Billed demand up to the level specified in the Standby Service Agreement under the Customer's standard rate schedule.

Reserved Standby Service

Maximum Scheduled Outage or Unscheduled Outage service allowed under this Rider for Standby Service as stated in the Standby Service Agreement. The contracted Reserved Standby Service shall not exceed the nameplate capacity of the Customer's distributed generation system.

Excess Standard Service

Demand utilized in excess of the aggregation of the Customer's Nominated Standby Service and Reserved Standby Service billed on the Customer's standard rate schedule.

Scheduled Standby Service Demand

Measured demand during Scheduled Outages greater than the Nominated Standard Service that is not Excess Standard Service.

Unscheduled On-Peak Standby Service Demand

Measured demand during Unscheduled Outages and on-peak periods greater than the Nominated Standard Service that is not Excess Standard Service. On-peak periods shall include all hours between 6 a.m. and 10 p.m. Monday through Friday excluding holidays.

Unscheduled Off-Peak Standby Service Demand

Measured demand during Unscheduled Outages and off-peak periods in excess of Unscheduled On-Peak Standby Service Demand and greater than the Nominated Standard Service that is not Excess Standard Service. Off-peak periods shall include all hours not included in on-peak periods.

Generator Outage Rate

The unplanned generator outage expressed as a percentage. For the first twelve (12) months the Customer takes service under this Rider, such rate shall be the Equivalent demand Forced Outage Rate (EFORd) class average published on the Midcontinent Independent System Operator (MISO) website most similar to the Customer's generation. The EFORd measures the probability that a generating unit will not be available. For subsequent 12-month periods, the Generator Outage Rate will be calculated based on generator availability for the Customer's generating facilities within the previous 12-month period. The Generator Outage Rate for the Customer's generating facilities shall be calculated as the number of hours the generator was not available in the prior 12-month period excluding Scheduled Outages divided by the number of hours in a year.

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RIDER FOR STANDBY SERVICE

Scheduled Outage

Planned outage periods that shall be prearranged by the Customer with the Company. Scheduled outages are available in April, May, October, November during any hours, and in all other months during off-peak hours between 10:00 p.m. and 06:00 a.m. Monday through Friday, and all hours on weekends and holidays. The Customer must provide at least a 45-day notice of its proposed timeline for a Scheduled Outage. The Customer may modify the outage schedule with 45 days' notice to the Company.

Scheduled Outages may not exceed 60 days in any continuous 12-month period unless otherwise agreed to by the Company in writing. Any extension of the outage period may be requested by the Customer in writing and shall be responded to by the Company in writing.

Customers that do not comply with the terms and conditions for qualifying Scheduled Outage periods will be subject to Unscheduled Outage charges as defined below.

Unscheduled Outage

Any outage that occurs outside of the allowed months listed above or which occurs without a 45-day notice to the Company. Any usage above the Nominated Standard Service that does not occur during the Scheduled Outage periods as defined above or that exceeds the allowed number of Scheduled Outage days will be treated as an Unscheduled Outage.

RATE (Monthly)

The following charges are applicable in addition to all charges for service being taken under the Customer's standard rate schedule:

Standby Reservation Fee (\$/kW)

For purposes of applying the Standby Reservation Fee, the contracted Reserved Standby Service shall be the quantity specified by the Customer in the Standby Service Agreement with the Company. The contracted Reserved Standby Service shall not exceed the nameplate capacity of the Customer's distributed generation system.

The Customer shall pay a Standby Reservation Fee equal to the rate specified below times the contracted Reserved Standby Service and multiplied by the Generator Outage Rate as stated in the Customer's Standby Service Agreement.

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RIDER FOR STANDBY SERVICE

Standby Reservation Fee Rate

| Rate Schedule \ Service Voltage Level | General Service | Municipal Pumping | Large Light and Power | Large Power |
|---------------------------------------|-----------------|-------------------|-----------------------|-------------|
| Transmission | NA | NA | 11.02 | 19.75 |
| Primary | 10.07 | 10.07 | 14.12 | NA |
| Secondary | 11.97 | 11.97 | 15.81 | NA |

During months in which Scheduled or Unscheduled Outages occur, the Standby Reservation Fee shall apply only if the Standby Demand Charge as defined below is less than the Standby Reservation Fee.

Standby Demand Charge (\$/kW)

The Standby Demand Charge shall be sum of Scheduled and Unscheduled Standby Demand Charges as defined below. During months in which Scheduled or Unscheduled Outages occur, the Standby Demand Charge shall only apply if the Standby Reservation Fee as defined above is less than the Standby Demand Charge.

Scheduled Outage

For purposes of applying the Standby Demand Charge during Scheduled Outages, the measured demand shall be determined during the 15-minute period of the Customer's greatest Scheduled Standby Service Demand during the billing month. To determine the standby billing demand, the measured demand will be multiplied by the number of days the Scheduled Outage lasts during the billing month and divided by the number of days in the billing month.

During Scheduled Outages, the Customer shall pay a Standby Demand Charge equal to the rate established in the standard rate schedule times the standby billing demand.

Unscheduled Outage

For purposes of applying the Standby Demand Charge during Unscheduled Outages, the demand shall be determined during the 15-minute periods of the Customer's greatest Unscheduled On- and Off-Peak Standby Service Demands during the billing month.

During Unscheduled Outages, the Customer shall pay a Standby Demand Charge equal to the rate defined below times the corresponding Unscheduled On- and Off-Peak Standby Service Demand.

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RIDER FOR STANDBY SERVICE

On-Peak Standby Demand Charge

| Rate Schedule \ Service Voltage Level | General Service | Municipal Pumping | Large Light and Power | Large Power |
|---------------------------------------|-----------------|-------------------|-----------------------|-------------|
| Transmission | NA | NA | 11.68 | 20.95 |
| Primary | 10.68 | 10.68 | 14.98 | NA |
| Secondary | 12.70 | 12.70 | 16.77 | NA |

Off-Peak Standby Demand Charge

| Rate Schedule \ Service Voltage Level | General Service | Municipal Pumping | Large Light and Power | Large Power |
|---------------------------------------|-----------------|-------------------|-----------------------|-------------|
| Transmission | NA | NA | 10.39 | 18.63 |
| Primary | 9.50 | 9.50 | 13.32 | NA |
| Secondary | 11.29 | 11.29 | 14.91 | NA |

Energy Charge

Scheduled Outage

The Customer shall pay for all energy usage during a Scheduled Outage according to their standard rate schedule, plus any applicable adjustments.

Unscheduled Outage

For all energy usage during an Unscheduled Outage, the Customer shall pay the Company's hourly incremental energy costs during the time of the sale, including third-party transmission costs incurred by the Company, plus an energy surcharge of \$0.02 per kWh. Incremental energy costs are determined after assigning lower-cost energy to all firm retail and firm wholesale customers including all inter-system pool sales which involve capacity on a firm or participation basis and to all interruptible sales to Large Power, Large Light and Power, and General Service customers.

SERVICE CONDITIONS

1. All electricity delivered to the Customer by the Company shall be measured by one or more meters installed at a single point of common coupling or as determined by the Company. The Company's meter for standby service shall measure the flow of

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RIDER FOR STANDBY SERVICE

- capacity and energy from the Company to the Customer only. Any flow of capacity and energy from the Customer to the Company shall be separately metered.
2. The Customer shall be required to pay the installation, operation, and maintenance costs incurred by the Company for the metering equipment installed on the Customer's generation equipment. Access shall be provided by the Customer to the Company for maintaining and operating such equipment.
 3. The Company shall not be obligated to supply standby service to back up the Customer's distributed generation system at a level in excess of Reserved Standby Service. This restriction in no way limits the electric load requirements for which the Customer may require service from the Company under the standard rate schedule to which this Rider is attached.
 4. Service shall be provided under this Rider if the Company has sufficient capacity available in existing production, transmission and distribution facilities to provide such service at the location where service is requested.
 5. The Customer shall pay the Company the installed cost of any additional required facilities which are not supported by this Rider.
 6. The Company may be reimbursed by the Customer for costs which are incurred, or which have been incurred, in providing facilities which were utilized principally or exclusively in providing service for any portion of the Customer's electric load requirements which are to be normally provided from the distributed generation system.
 7. The Company shall not be liable for any loss or damage, including consequential damages, caused by or resulting from any limitation in providing service under this Rider.

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Minnesota Power

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Director - Rates

RIDER FOR STANDBY SERVICE

Standby Rate Options

The following charges are applicable in addition to all charges for service being taken under the Customer's standard rate schedule:

| Unscheduled Outage | | | |
|--|---|---|---|
| | Transmission | Distribution Primary | Distribution Secondary |
| Minimum Monthly Bill | Greater of Reservation Fee or Demand Charge + Energy Charge | Greater of Reservation Fee or Demand Charge + Energy Charge | Greater of Reservation Fee or Demand Charge + Energy Charge |
| General Service/Municipal Pumping | | | |
| Reservation Fee | N/A | \$10.07 (\$/kW) | \$11.97 (\$/kW) |
| On-Peak Demand Charge | N/A | \$10.68 (\$/kW) | \$12.70 (\$/kW) |
| Off-Peak Demand Charge C | N/A | \$9.50 (\$/kW) | \$11.29 (\$/kW) |
| Energy Charge | N/A | incremental | incremental |
| Large Light & Power | | | |
| Reservation Fee | \$11.02 (\$/kW) | \$14.12 (\$/kW) | \$15.81 (\$/kW) |
| On-Peak Demand Charge | \$11.68 (\$/kW) | \$14.98 (\$/kW) | \$16.77 (\$/kW) |
| Off-Peak Demand Charge | \$10.39 (\$/kW) | \$13.32 (\$/kW) | \$14.91 (\$/kW) |
| Energy Charge | incremental | incremental | incremental |
| Large Power | | | |
| Reservation Fee | \$19.75 (\$/kW) | N/A | N/A |
| On-Peak Demand Charge | \$20.95 (\$/kW) | N/A | N/A |
| Off-Peak Demand Charge | \$18.63 (\$/kW) | N/A | N/A |
| Energy Charge | incremental | N/A | N/A |

Note: The reservation fee only applies in months when no standby service was taken or when the calculated demand charge is less than the reservation fee.

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**Minnesota Power
Standby Rate Options**

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RIDER FOR STANDBY SERVICE

The following charges are applicable in addition to all charges for service being taken under the Customer's standard rate schedule, plus any applicable adjustments:

| Scheduled Outage | | | |
|---|--|--|--|
| | Transmission | Distribution Primary | Distribution Secondary |
| Minimum Monthly Bill | Greater of Reservation Fee or Demand Charge + Energy Charge + Applicable Adjustments | Greater of Reservation Fee or Demand Charge + Energy Charge + Applicable Adjustments | Greater of Reservation Fee or Demand Charge + Energy Charge + Applicable Adjustments |
| General Service and Municipal Pumping without a Demand Meter | | | |
| Reservation Fee | N/A | \$10.07 (\$/kW) | \$11.97 (\$/kW) |
| Demand Charge ¹ | N/A | N/A | N/A |
| Energy Charge | N/A | \$7.836 (¢/kWh) | \$7.836 (¢/kWh) |
| General Service with a Demand Meter | | | |
| Reservation Fee | N/A | \$10.07 (\$/kW) | \$10.07 (\$/kW) |
| Demand Charge ¹ | N/A | \$5.86 (\$/kW) | \$5.86 (\$/kW) |
| Energy Charge | N/A | \$5.288(¢/kWh) | \$5.288(¢/kWh) |
| Municipal Pumping with a Demand Meter | | | |
| Reservation Fee | N/A | \$10.07 (\$/kW) | \$11.97 (\$/kW) |
| Demand Charge ¹ | N/A | \$6.20 (\$/kW) | \$6.20 (\$/kW) |
| Energy Charge | N/A | \$5.163 (¢/kWh) | \$5.163 (¢/kWh) |
| Large Light & Power | | | |
| Reservation Fee | \$11.02 (\$/kW) | \$14.12 (\$/kW) | \$15.81 (\$/kW) |
| Demand Charge ¹ | \$9.30 (\$/kW) | \$9.30 (\$/kW) | \$9.30 (\$/kW) |
| Energy Charge | \$3.722 (¢/kWh) | \$3.722 (¢/kWh) | \$3.722 (¢/kWh) |
| Large Power | | | |
| Reservation Fee | \$19.75 (\$/kW) | N/A | N/A |
| Demand Charge ¹ | \$19.85 (\$/kW) | N/A | N/A |
| Energy Charge | \$1.232 (¢/kWh) | N/A | N/A |

Note: The reservation fee only applies in months when no standby service was taken or when the calculated demand charge is less than the reservation fee.

¹ The demand charge is calculated based on a daily proration.

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STANDBY BILLING EXAMPLES

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Director - Rates

RIDER FOR STANDBY SERVICE

Scheduled Outage:

| <u>Customer Example:</u> | | |
|----------------------------------|---------------------|-----|
| Peak Load | 5,000 | kW |
| Nominated Standard Service | 3,000 | kW |
| Reserved Standby Service | 2,000 | kW |
| Generator Outage Rate | 10% | |
| Scheduled Standby Service Demand | 2,000 | kW |
| Outage Days | 5 | |
| Standby Energy Used | 156,000 | kWh |
| Standard Service Schedule | Large Light & Power | |
| Service Voltage | 115,000 volts | |

| | <u>Billing Units</u> | <u>Rate</u> | <u>Billing</u> |
|--|----------------------|-------------|--------------------|
| Reservation Fee | 200 kW | \$ 11.02 | \$ - |
| <i>Reserved Standby Service * Generator Outage Rate * Reservation Fee</i> | | | |
| <i>Note: Not charged if Standby Demand charge is greater</i> | | | |
| Demand Charge | | | |
| | 2,000 kW | \$ 9.30 | \$ 3,000.00 |
| | 2,000 kW | \$ (1.75) | \$ (564.52) |
| <i>Scheduled Standby Service Demand * Standard Service Rate * (# of Outage Days/Days in Month)</i> | | | |
| Energy Charge | 156,000 kWh | \$ 0.03722 | \$ 5,806.32 |
| TOTAL STANDBY SERVICE BILLING | | | \$ 8,241.80 |
| <i>Also subject to other applicable adjustments</i> | | | |

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Unscheduled Outage:

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Director - Rates

RIDER FOR STANDBY SERVICE

| <u>Customer Example:</u> | | |
|--|---------------------|-----|
| Peak Load | 5,000 | kW |
| Nominated Standard Service | 3,000 | kW |
| Reserved Standby Service | 2,000 | kW |
| Generator Outage Rate | 10% | |
| Unscheduled Off-Peak Standby Service Demand | 500 | kW |
| <i>Note: customer standby demand peaked at 2,000 kW in off-peak hour</i> | | |
| Unscheduled On-Peak Standby Service Demand | 1,500 | kW |
| Standby Energy Used | 156,000 | kWh |
| Standard Service Schedule | Large Light & Power | |
| Service Voltage | 115,000 volts | |

| | <u>Billing Units</u> | <u>Rate</u> | <u>Billing</u> |
|---|-----------------------------|--------------------|-----------------------|
| Reservation Fee | 200 kW | \$11.02 | \$0.00 |
| <i>Reserved Standby Service * Generator Outage Rate * Reservation Fee</i> | | | |
| <i>Note: Not charged if Standby Demand charge is greater</i> | | | |
| Demand Charge | | | |
| Unscheduled Off-Peak Standby Service Demand | 500 kW | \$10.39 | \$5,195.00 |
| <i>Unscheduled Off-peak Standby Service Demand * Off-peak Standby Demand Charge</i> | | | |
| Unscheduled On-Peak Standby Service Demand | 1,500 kW | \$11.68 | \$17,520.00 |
| <i>Unscheduled On-peak Standby Service Demand * On-peak Standby Demand Charge</i> | | | |
| Energy Charge | 156,000 kWh | \$0.0550 | \$8,580.00 |
| <i>Company's hourly incremental energy costs during the time of sale</i> | | | |
| <i>Rate of \$0.055 per kWh is for example purposes</i> | | | |
| TOTAL STANDBY SERVICE BILLING | | | \$31,295.00 |
| <i>Also subject to other applicable adjustments</i> | | | |

Filing Date ~~May 19, 2016~~ November 13, 2018 MPUC Docket No. E-999/CI-16-521
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Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

APPLICATION

Applicable to any customer with on-site generation of 10 MW or less and taking service under one of Company's following standard rate schedules: General Service (Schedule 25), Large Light and Power Service (Schedule 55, 75), Municipal Pumping Service (Schedule 87) and Large Power Service (Schedule 54, 74) who has a distributed generation system which is able to generate on a continuous basis and who has entered into the "Minnesota Distributed Energy Resource Interconnection Agreement" with the Company.

Service under this Rider shall be required for a customer who has a distributed generation system that is run on a continuous basis and for non-emergency purposes which normally serves all or a portion of that customer's electric load requirements, and who desires use of the Company's electric service for temporary backup. Exceptions to this Application include: (i) For any customers with distributed generation systems rated at 100 kW or less, standby service will be available through their standard rate schedules; or (ii) any customer, in lieu of service under this Rider, who provides physical assurance that standby service is not taken. A customer requesting physical assurance shall agree to furnish and install an approved load limiting device which shall be set and sealed by the Company to prevent the customer from utilizing standby service. The cost of the load limiting device shall be paid by the customer.

The Customer shall execute a Standby Service Agreement with the Company for service under this Rider. The initial minimum term of service taken under this Rider shall be one (1) year. At the end of the initial term the contract will be automatically renewed on an annual basis, unless written notice from either party is delivered to the other party no later than 180 days prior to the end of the initial term or any subsequent renewal thereof.

Energy provided to the Customer under this rider is limited to energy for Scheduled and Unscheduled Outages as defined below. The Customer shall not generate and allow energy flow onto the Company's system unless it is separately metered and permitted in accordance with the Company's Electric Service Regulations.

All provisions of the applicable standard rate schedule shall apply to service under this Rider except as noted below.

TYPE OF SERVICE

Service shall be taken at 60 hertz and at the voltage and phase relationship specified under the Company's applicable standard rate schedule for service to the Customer.

Filing Date November 13, 2018 MPUC Docket No. E-999/CI-16-521
Effective Date _____ Order Date _____

Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

DEFINITIONS

Nominated Standard Service

Billed demand up to the level specified in the Standby Service Agreement under the Customer's standard rate schedule.

Reserved Standby Service

Maximum Scheduled Outage or Unscheduled Outage service allowed under this Rider for Standby Service as stated in the Standby Service Agreement. The contracted Reserved Standby Service shall not exceed the nameplate capacity of the Customer's distributed generation system.

Excess Standard Service

Demand utilized in excess of the aggregation of the Customer's Nominated Standby Service and Reserved Standby Service billed on the Customer's standard rate schedule.

Scheduled Standby Service Demand

Measured demand during Scheduled Outages greater than the Nominated Standard Service that is not Excess Standard Service.

Unscheduled On-Peak Standby Service Demand

Measured demand during Unscheduled Outages and on-peak periods greater than the Nominated Standard Service that is not Excess Standard Service. On-peak periods shall include all hours between 6 a.m. and 10 p.m. Monday through Friday excluding holidays.

Unscheduled Off-Peak Standby Service Demand

Measured demand during Unscheduled Outages and off-peak periods in excess of Unscheduled On-Peak Standby Service Demand and greater than the Nominated Standard Service that is not Excess Standard Service. Off-peak periods shall include all hours not included in on-peak periods.

Generator Outage Rate

The unplanned generator outage expressed as a percentage. For the first twelve (12) months the Customer takes service under this Rider, such rate shall be the Equivalent demand Forced Outage Rate (EFORd) class average published on the Midcontinent Independent System Operator (MISO) website most similar to the Customer's generation. The EFORd measures the probability that a generating unit will not be available. For subsequent 12-month periods, the Generator Outage Rate will be calculated based on generator availability for the Customer's generating facilities within the previous 12-month period. The Generator Outage Rate for the Customer's generating facilities shall be calculated as the number of hours the generator was not available in the prior 12-month period excluding Scheduled Outages divided by the number of hours in a year.

Filing Date November 13, 2018 MPUC Docket No. E-999/CI-16-521
Effective Date _____ Order Date _____

Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

Scheduled Outage

Planned outage periods that shall be prearranged by the Customer with the Company. Scheduled outages are available in April, May, October, November during any hours, and in all other months during off-peak hours between 10:00 p.m. and 06:00 a.m. Monday through Friday, and all hours on weekends and holidays. The Customer must provide at least a 45-day notice of its proposed timeline for a Scheduled Outage. The Customer may modify the outage schedule with 45 days' notice to the Company.

Scheduled Outages may not exceed 60 days in any continuous 12-month period unless otherwise agreed to by the Company in writing. Any extension of the outage period may be requested by the Customer in writing and shall be responded to by the Company in writing.

Customers that do not comply with the terms and conditions for qualifying Scheduled Outage periods will be subject to Unscheduled Outage charges as defined below.

Unscheduled Outage

Any outage that occurs outside of the allowed months listed above or which occurs without a 45-day notice to the Company. Any usage above the Nominated Standard Service that does not occur during the Scheduled Outage periods as defined above or that exceeds the allowed number of Scheduled Outage days will be treated as an Unscheduled Outage.

RATE (Monthly)

The following charges are applicable in addition to all charges for service being taken under the Customer's standard rate schedule:

Standby Reservation Fee (\$/kW)

For purposes of applying the Standby Reservation Fee, the contracted Reserved Standby Service shall be the quantity specified by the Customer in the Standby Service Agreement with the Company. The contracted Reserved Standby Service shall not exceed the nameplate capacity of the Customer's distributed generation system.

The Customer shall pay a Standby Reservation Fee equal to the rate specified below times the contracted Reserved Standby Service and multiplied by the Generator Outage Rate as stated in the Customer's Standby Service Agreement.

Filing Date November 13, 2018 MPUC Docket No. E-999/CI-16-521
Effective Date _____ Order Date _____

Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

Standby Reservation Fee Rate

| Rate Schedule \ Service Voltage Level | General Service | Municipal Pumping | Large Light and Power | Large Power |
|---------------------------------------|-----------------|-------------------|-----------------------|-------------|
| Transmission | NA | NA | 11.02 | 19.75 |
| Primary | 10.07 | 10.07 | 14.12 | NA |
| Secondary | 11.97 | 11.97 | 15.81 | NA |

During months in which Scheduled or Unscheduled Outages occur, the Standby Reservation Fee shall apply only if the Standby Demand Charge as defined below is less than the Standby Reservation Fee.

Standby Demand Charge (\$/kW)

The Standby Demand Charge shall be sum of Scheduled and Unscheduled Standby Demand Charges as defined below. During months in which Scheduled or Unscheduled Outages occur, the Standby Demand Charge shall only apply if the Standby Reservation Fee as defined above is less than the Standby Demand Charge.

Scheduled Outage

For purposes of applying the Standby Demand Charge during Scheduled Outages, the measured demand shall be determined during the 15-minute period of the Customer's greatest Scheduled Standby Service Demand during the billing month. To determine the standby billing demand, the measured demand will be multiplied by the number of days the Scheduled Outage lasts during the billing month and divided by the number of days in the billing month.

During Scheduled Outages, the Customer shall pay a Standby Demand Charge equal to the rate established in the standard rate schedule times the standby billing demand.

Unscheduled Outage

For purposes of applying the Standby Demand Charge during Unscheduled Outages, the demand shall be determined during the 15-minute periods of the Customer's greatest Unscheduled On- and Off-Peak Standby Service Demands during the billing month.

During Unscheduled Outages, the Customer shall pay a Standby Demand Charge equal to the rate defined below times the corresponding Unscheduled On- and Off-Peak Standby Service Demand.

Filing Date November 13, 2018 **MPUC Docket No.** E-999/CI-16-521
Effective Date **Order Date**

Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

On-Peak Standby Demand Charge

| Rate Schedule \ Service Voltage Level | General Service | Municipal Pumping | Large Light and Power | Large Power |
|---------------------------------------|-----------------|-------------------|-----------------------|-------------|
| Transmission | NA | NA | 11.68 | 20.95 |
| Primary | 10.68 | 10.68 | 14.98 | NA |
| Secondary | 12.70 | 12.70 | 16.77 | NA |

Off-Peak Standby Demand Charge

| Rate Schedule \ Service Voltage Level | General Service | Municipal Pumping | Large Light and Power | Large Power |
|---------------------------------------|-----------------|-------------------|-----------------------|-------------|
| Transmission | NA | NA | 10.39 | 18.63 |
| Primary | 9.50 | 9.50 | 13.32 | NA |
| Secondary | 11.29 | 11.29 | 14.91 | NA |

Energy Charge

Scheduled Outage

The Customer shall pay for all energy usage during a Scheduled Outage according to their standard rate schedule, plus any applicable adjustments.

Unscheduled Outage

For all energy usage during an Unscheduled Outage, the Customer shall pay the Company's hourly incremental energy costs during the time of the sale, including third-party transmission costs incurred by the Company, plus an energy surcharge of \$0.02 per kWh. Incremental energy costs are determined after assigning lower-cost energy to all firm retail and firm wholesale customers including all inter-system pool sales which involve capacity on a firm or participation basis and to all interruptible sales to Large Power, Large Light and Power, and General Service customers.

SERVICE CONDITIONS

1. All electricity delivered to the Customer by the Company shall be measured by one or more meters installed at a single point of common coupling or as determined by the Company. The Company's meter for standby service shall measure the flow of

Filing Date November 13, 2018 MPUC Docket No. E-999/CI-16-521
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Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

- capacity and energy from the Company to the Customer only. Any flow of capacity and energy from the Customer to the Company shall be separately metered.
2. The Customer shall be required to pay the installation, operation, and maintenance costs incurred by the Company for the metering equipment installed on the Customer's generation equipment. Access shall be provided by the Customer to the Company for maintaining and operating such equipment.
 3. The Company shall not be obligated to supply standby service to back up the Customer's distributed generation system at a level in excess of Reserved Standby Service. This restriction in no way limits the electric load requirements for which the Customer may require service from the Company under the standard rate schedule to which this Rider is attached.
 4. Service shall be provided under this Rider if the Company has sufficient capacity available in existing production, transmission and distribution facilities to provide such service at the location where service is requested.
 5. The Customer shall pay the Company the installed cost of any additional required facilities which are not supported by this Rider.
 6. The Company may be reimbursed by the Customer for costs which are incurred, or which have been incurred, in providing facilities which were utilized principally or exclusively in providing service for any portion of the Customer's electric load requirements which are to be normally provided from the distributed generation system.
 7. The Company shall not be liable for any loss or damage, including consequential damages, caused by or resulting from any limitation in providing service under this Rider.

Exhibit 1
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Minnesota Power

Filing Date November 13, 2018 **MPUC Docket No.** E-999/CI-16-521
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Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

Standby Rate Options

The following charges are applicable in addition to all charges for service being taken under the Customer's standard rate schedule:

| Unscheduled Outage | | | |
|--|---|---|---|
| | Transmission | Distribution Primary | Distribution Secondary |
| Minimum Monthly Bill | Greater of Reservation Fee or Demand Charge + Energy Charge | Greater of Reservation Fee or Demand Charge + Energy Charge | Greater of Reservation Fee or Demand Charge + Energy Charge |
| General Service/Municipal Pumping | | | |
| Reservation Fee | N/A | \$10.07 (\$/kW) | \$11.97 (\$/kW) |
| On-Peak Demand Charge | N/A | \$10.68 (\$/kW) | \$12.70 (\$/kW) |
| Off-Peak Demand Charge C | N/A | \$9.50 (\$/kW) | \$11.29 (\$/kW) |
| Energy Charge | N/A | incremental | incremental |
| Large Light & Power | | | |
| Reservation Fee | \$11.02 (\$/kW) | \$14.12 (\$/kW) | \$15.81 (\$/kW) |
| On-Peak Demand Charge | \$11.68 (\$/kW) | \$14.98 (\$/kW) | \$16.77 (\$/kW) |
| Off-Peak Demand Charge | \$10.39 (\$/kW) | \$13.32 (\$/kW) | \$14.91 (\$/kW) |
| Energy Charge | incremental | incremental | incremental |
| Large Power | | | |
| Reservation Fee | \$19.75 (\$/kW) | N/A | N/A |
| On-Peak Demand Charge | \$20.95 (\$/kW) | N/A | N/A |
| Off-Peak Demand Charge | \$18.63 (\$/kW) | N/A | N/A |
| Energy Charge | incremental | N/A | N/A |

Note: The reservation fee only applies in months when no standby service was taken or when the calculated demand charge is less than the reservation fee.

Exhibit 1
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**Minnesota Power
Standby Rate Options**

Filing Date November 13, 2018 MPUC Docket No. E-999/CI-16-521
Effective Date _____ Order Date _____

Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

The following charges are applicable in addition to all charges for service being taken under the Customer's standard rate schedule, plus any applicable adjustments:

| Scheduled Outage | | | |
|---|--|--|--|
| | Transmission | Distribution Primary | Distribution Secondary |
| Minimum Monthly Bill | Greater of Reservation Fee or Demand Charge + Energy Charge + Applicable Adjustments | Greater of Reservation Fee or Demand Charge + Energy Charge + Applicable Adjustments | Greater of Reservation Fee or Demand Charge + Energy Charge + Applicable Adjustments |
| General Service and Municipal Pumping without a Demand Meter | | | |
| Reservation Fee | N/A | \$10.07 (\$/kW) | \$11.97 (\$/kW) |
| Demand Charge ¹ | N/A | N/A | N/A |
| Energy Charge | N/A | \$7.836 (¢/kWh) | \$7.836 (¢/kWh) |
| General Service with a Demand Meter | | | |
| Reservation Fee | N/A | \$10.07 (\$/kW) | \$10.07 (\$/kW) |
| Demand Charge ¹ | N/A | \$5.86 (\$/kW) | \$5.86 (\$/kW) |
| Energy Charge | N/A | \$5.288(¢/kWh) | \$5.288(¢/kWh) |
| Municipal Pumping with a Demand Meter | | | |
| Reservation Fee | N/A | \$10.07 (\$/kW) | \$11.97 (\$/kW) |
| Demand Charge ¹ | N/A | \$6.20 (\$/kW) | \$6.20 (\$/kW) |
| Energy Charge | N/A | \$5.163 (¢/kWh) | \$5.163 (¢/kWh) |
| Large Light & Power | | | |
| Reservation Fee | \$11.02 (\$/kW) | \$14.12 (\$/kW) | \$15.81 (\$/kW) |
| Demand Charge ¹ | \$9.30 (\$/kW) | \$9.30 (\$/kW) | \$9.30 (\$/kW) |
| Energy Charge | \$3.722 (¢/kWh) | \$3.722 (¢/kWh) | \$3.722 (¢/kWh) |
| Large Power | | | |
| Reservation Fee | \$19.75 (\$/kW) | N/A | N/A |
| Demand Charge ¹ | \$19.85 (\$/kW) | N/A | N/A |
| Energy Charge | \$1.232 (¢/kWh) | N/A | N/A |

Note: The reservation fee only applies in months when no standby service was taken or when the calculated demand charge is less than the reservation fee.

¹ The demand charge is calculated based on a daily proration.

Exhibit 1
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STANDBY BILLING EXAMPLES

Filing Date November 13, 2018 MPUC Docket No. E-999/CI-16-521
Effective Date _____ Order Date _____

Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

Scheduled Outage:

| <u>Customer Example:</u> | | |
|----------------------------------|---------------------|-------|
| Peak Load | 5,000 | kW |
| Nominated Standard Service | 3,000 | kW |
| Reserved Standby Service | 2,000 | kW |
| Generator Outage Rate | 10% | |
| Scheduled Standby Service Demand | 2,000 | kW |
| Outage Days | 5 | |
| Standby Energy Used | 156,000 | kWh |
| Standard Service Schedule | Large Light & Power | |
| Service Voltage | 115,000 | volts |

| | <u>Billing Units</u> | <u>Rate</u> | <u>Billing</u> |
|--|-----------------------------|--------------------|-----------------------|
| Reservation Fee | 200 kW | \$ 11.02 | \$ - |
| <i>Reserved Standby Service * Generator Outage Rate * Reservation Fee</i> | | | |
| <i>Note: Not charged if Standby Demand charge is greater</i> | | | |
| Demand Charge | | | |
| | 2,000 kW | \$ 9.30 | \$ 3,000.00 |
| | 2,000 kW | \$ (1.75) | \$ (564.52) |
| <i>Scheduled Standby Service Demand * Standard Service Rate * (# of Outage Days/Days in Month)</i> | | | |
| Energy Charge | 156,000 kWh | \$ 0.03722 | \$ 5,806.32 |
| TOTAL STANDBY SERVICE BILLING | | | \$ 8,241.80 |
| <i>Also subject to other applicable adjustments</i> | | | |

Exhibit 1
Page 4 of 4

Unscheduled Outage:

Filing Date November 13, 2018 MPUC Docket No. E-999/CI-16-521
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Marcia A. Podratz
Director - Rates

RIDER FOR STANDBY SERVICE

| <u>Customer Example:</u> | | |
|--|---------------------|-----|
| Peak Load | 5,000 | kW |
| Nominated Standard Service | 3,000 | kW |
| Reserved Standby Service | 2,000 | kW |
| Generator Outage Rate | 10% | |
| Unscheduled Off-Peak Standby Service Demand | 500 | kW |
| <i>Note: customer standby demand peaked at 2,000 kW in off-peak hour</i> | | |
| Unscheduled On-Peak Standby Service Demand | 1,500 | kW |
| Standby Energy Used | 156,000 | kWh |
| Standard Service Schedule | Large Light & Power | |
| Service Voltage | 115,000 volts | |

| | <u>Billing Units</u> | <u>Rate</u> | <u>Billing</u> |
|---|-----------------------------|--------------------|-----------------------|
| Reservation Fee | 200 kW | \$11.02 | \$0.00 |
| <i>Reserved Standby Service * Generator Outage Rate * Reservation Fee</i> | | | |
| <i>Note: Not charged if Standby Demand charge is greater</i> | | | |
| Demand Charge | | | |
| Unscheduled Off-Peak Standby Service Demand | 500 kW | \$10.39 | \$5,195.00 |
| <i>Unscheduled Off-peak Standby Service Demand * Off-peak Standby Demand Charge</i> | | | |
| Unscheduled On-Peak Standby Service Demand | 1,500 kW | \$11.68 | \$17,520.00 |
| <i>Unscheduled On-peak Standby Service Demand * On-peak Standby Demand Charge</i> | | | |
| Energy Charge | 156,000 kWh | \$0.0550 | \$8,580.00 |
| <i>Company's hourly incremental energy costs during the time of sale</i> | | | |
| <i>Rate of \$0.055 per kWh is for example purposes</i> | | | |
| TOTAL STANDBY SERVICE BILLING | | | \$31,295.00 |
| <i>Also subject to other applicable adjustments</i> | | | |

Filing Date November 13, 2018 MPUC Docket No. E-999/CI-16-521
Effective Date _____ Order Date _____

Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR DISTRIBUTED GENERATION SERVICE

APPLICATION

To any Customer taking service under one of Company's following standard rate schedules: Residential Service (Schedule 20), Residential Dual Fuel Interruptible (Schedule 21), Commercial/Industrial Dual Fuel Interruptible (Schedule 26), General Service (Schedule 25), Large Light and Power Service (Schedule 55, 75), Municipal Pumping Service (Schedule 87) and Large Power Service (Schedule 54, 74) and who has entered into the "~~Minnesota Distributed Energy Resource Interconnection Agreement~~~~State of Minnesota Interconnection Agreement for the Interconnection of Extended Parallel Distributed Generation Systems with Electric Utilities~~" with the Company for the interconnection and operation of an on-site extended parallel distributed generation system. The distributed generation system must be:

- a. an operable, permanently installed or mobile generation facility serving the customer receiving retail electric service at the same site; and
- b. fueled by natural gas or a renewable fuel, or another similarly clean fuel or combination of fuels of no more than 10 MW of interconnected capacity at a point of common coupling to Company's distribution system. The interconnection and operation of distributed generation systems at each point of common coupling shall be considered as a separate application of the Rider.

Service under this Rider shall be required for any Customer who meets the Application criteria in the previous paragraph, subject to the following exceptions: (i) any Customer who takes service, as applicable, under Company's Rider for Parallel Generation as established under Minnesota Rules Chapter 7835 – Cogeneration and Small Power Production; or (ii) any Customer, in lieu of service under this Rider, who pursues reasonable transactions outside this Rider as agreed to by Company and Customer.

Customer shall execute an electric service agreement and a power purchase agreement with Company for service under this Rider. The minimum term of service taken under this Rider shall be one (1) year or such longer period as may be required under the electric service agreement. Service under this Rider is subject to Company's Electric Service Regulations and any other rules as applicable. All provisions of the applicable standard rate schedule shall apply to service under this Rider except as noted below.

TYPE OF SERVICE

Output of the distributed generation system shall be provided at 60 hertz and at the voltage and phase relationship specified under Company's applicable standard rate schedule for service to Customer or as agreed to by Company and Customer.

RATE (Monthly)

The following charges and credits are applicable in addition to all charges for service being taken under Company's standard rate schedule:

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Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

RIDER FOR DISTRIBUTED GENERATION SERVICE

Service Charge: \$15.83

Capacity/Energy Credits:

Customer may sell all the energy produced by the distributed generation system to Company, use all the distributed generation system energy to meet its own electric load requirements or use a portion of the energy from the distributed generation system and sell the remaining to Company.

Company shall purchase all capacity and energy made available by Customer from the distributed generation system. Such capacity and energy shall be purchased by Company under the rates, terms and conditions for such purchases as established by Company in a power purchase agreement with Customer.

Capacity Credits shall only be provided on that capacity available to Company which meets the accreditation requirements of the Mid-Continent Area Power Pool or successor organization.

Capacity and Energy Credits shall be based on Company's calculation of avoided capacity and energy costs. The Capacity Credits in effect at the time Customer enters into a power purchase agreement with Company shall remain in effect for the length of the agreement. Energy Credits for use under the power purchase agreement shall vary by month and time period (on-peak and off-peak) and shall be updated annually for the upcoming calendar year. Upon written request by Customer and after Customer signs a confidentiality agreement, Company shall provide Customer the current schedule of Capacity and Energy Credits.

Delivery Charge (\$/kw):

Company may require any Customer with a distributed generation system of 1 MW or greater nameplate capacity rating to pay a Delivery Charge for all capacity and energy made available by Customer from the distributed generation system. Such Delivery Charge shall compensate Company for any additional distribution, transmission and ancillary services not included under this Rider provided by Company to Customer through Company's participation in the Midwest Independent Transmission System Operator or successor organization. For applying the Delivery Charge, the capacity shall be determined during the 15-minute period of Customer's greatest capacity delivered to Company during the billing month.

Distribution Credits:

If the installation of the distributed generation system results in Company delaying or avoiding distribution investment, Company shall provide Distribution Credits to Customer that reflect the avoided distribution cost.

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Marcia A. Podratz
Director - Rates

RIDER FOR DISTRIBUTED GENERATION SERVICE

Company shall provide, upon Customer's written request, a list of substation areas or feeders that could be likely candidates for Distribution Credits as determined through Company's normal distribution planning process. Upon receiving an application from Customer for the interconnection and operation of a distributed generation system, Company shall perform an initial screening study to determine if the project has the potential to receive Distribution Credits. Customer shall be responsible for the cost of such screening study. If Company's initial study shows that there exists potential for Distribution Credits, Company shall, at its own expense, pursue further study to determine the Distribution Credits, as part of its annual distribution capacity study.

Line Loss Credits:

If the installation of the distributed generation system results in Company avoiding additional line losses, Company shall provide Line Loss Credits to Customer that reflect the additional line loss savings.

Company shall perform, upon Customer's written request, a specific line loss study to determine if the project has the potential to receive Line Loss Credits. Customer shall be responsible for the cost of such line loss study.

Renewable Credits:

If Company's purchase of capacity and energy from the distributed generation system results in Company meeting a requirement to obtain renewable capacity and energy, Company shall provide Renewable Credits to Customer that equal the additional avoided cost of the renewable addition or purchase. The purchase price of such Renewable Credits shall be net of payment for capacity and energy identified above.

In the event that Customer producing the power receives renewable credits, (that is, the Customer is paid by the Company the avoided cost of renewable energy purchases), then the transaction represented by the power purchase agreement will constitute a transfer from the Customer to the Company of the property rights, for those renewable attributes specific to the renewable energy generated by the Customer and for which the Company paid renewable credits.

Customer may receive either renewable credits or tradable emission credits but not both.

Tradable Emission Credits:

If Company's purchase of capacity and energy from the distributed generation system results in Company receiving an economic value associated with tradable emissions, Company shall provide Tradable Emission Credits to Customer that equal the credit revenues associated with the distributed generation system of such Tradable Emission

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Marcia A. Podratz
Director - Rates

RIDER FOR DISTRIBUTED GENERATION SERVICE

Credits received by Company. Customer may receive either renewable credits or tradable emission credits but not both.

In the event that Customer producing the power receives tradable emission credits, then the transaction represented by the power purchase agreement will constitute a transfer from the Customer to Company of the property rights, if any, for those tradable emission credits received by Customer and for which Company paid tradable emission credits.

SERVICE CONDITIONS

1. All electricity delivered to Company by Customer shall be measured by one or more meters installed at a single point of common coupling or as determined by Company. Company's meter for distributed generation service shall measure the flow of capacity and energy from Customer to Company only. Any flow of capacity and energy from Company to Customer shall be separately metered.
2. Service shall be provided under this Rider if Company has sufficient capacity available in existing transmission and distribution facilities to provide such service at the location where service is requested.
3. Customer shall pay Company the installed cost of any additional required facilities which are not supported by this Rider.
4. Company shall not be liable for any loss or damage, including consequential damages, caused by or resulting from any limitation in providing service under this Rider.

PROCESS AND TECHNICAL DOCUMENTS AVAILABILITY

Company distributed generation system process and technical documents are available at www.mnpower.com or by contacting Company at [218-722-2625](tel:218-722-2625) [1-800-228-4966](tel:1-800-228-4966) or 30 West Superior Street, Duluth, MN 55802.

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Marcia A. Podratz
Director - Rates

RIDER FOR DISTRIBUTED GENERATION SERVICE

APPLICATION

To any Customer taking service under one of Company's following standard rate schedules: Residential Service (Schedule 20), Residential Dual Fuel Interruptible (Schedule 21), Commercial/Industrial Dual Fuel Interruptible (Schedule 26), General Service (Schedule 25), Large Light and Power Service (Schedule 55, 75), Municipal Pumping Service (Schedule 87) and Large Power Service (Schedule 54, 74) and who has entered into the "Minnesota Distributed Energy Resource Interconnection Agreement" with the Company for the interconnection and operation of an on-site extended parallel distributed generation system. The distributed generation system must be:

- a. an operable, permanently installed or mobile generation facility serving the customer receiving retail electric service at the same site; and
- b. fueled by natural gas or a renewable fuel, or another similarly clean fuel or combination of fuels of no more than 10 MW of interconnected capacity at a point of common coupling to Company's distribution system. The interconnection and operation of distributed generation systems at each point of common coupling shall be considered as a separate application of the Rider.

Service under this Rider shall be required for any Customer who meets the Application criteria in the previous paragraph, subject to the following exceptions: (i) any Customer who takes service, as applicable, under Company's Rider for Parallel Generation as established under Minnesota Rules Chapter 7835 – Cogeneration and Small Power Production; or (ii) any Customer, in lieu of service under this Rider, who pursues reasonable transactions outside this Rider as agreed to by Company and Customer.

Customer shall execute an electric service agreement and a power purchase agreement with Company for service under this Rider. The minimum term of service taken under this Rider shall be one (1) year or such longer period as may be required under the electric service agreement. Service under this Rider is subject to Company's Electric Service Regulations and any other rules as applicable. All provisions of the applicable standard rate schedule shall apply to service under this Rider except as noted below.

TYPE OF SERVICE

Output of the distributed generation system shall be provided at 60 hertz and at the voltage and phase relationship specified under Company's applicable standard rate schedule for service to Customer or as agreed to by Company and Customer.

RATE (Monthly)

The following charges and credits are applicable in addition to all charges for service being taken under Company's standard rate schedule:

Service Charge: \$15.83

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Capacity/Energy Credits:

Customer may sell all the energy produced by the distributed generation system to Company, use all the distributed generation system energy to meet its own electric load requirements or use a portion of the energy from the distributed generation system and sell the remaining to Company.

Company shall purchase all capacity and energy made available by Customer from the distributed generation system. Such capacity and energy shall be purchased by Company under the rates, terms and conditions for such purchases as established by Company in a power purchase agreement with Customer.

Capacity Credits shall only be provided on that capacity available to Company which meets the accreditation requirements of the Mid-Continent Area Power Pool or successor organization.

Capacity and Energy Credits shall be based on Company's calculation of avoided capacity and energy costs. The Capacity Credits in effect at the time Customer enters into a power purchase agreement with Company shall remain in effect for the length of the agreement. Energy Credits for use under the power purchase agreement shall vary by month and time period (on-peak and off-peak) and shall be updated annually for the upcoming calendar year. Upon written request by Customer and after Customer signs a confidentiality agreement, Company shall provide Customer the current schedule of Capacity and Energy Credits.

Delivery Charge (\$/kw):

Company may require any Customer with a distributed generation system of 1 MW or greater nameplate capacity rating to pay a Delivery Charge for all capacity and energy made available by Customer from the distributed generation system. Such Delivery Charge shall compensate Company for any additional distribution, transmission and ancillary services not included under this Rider provided by Company to Customer through Company's participation in the Midwest Independent Transmission System Operator or successor organization. For applying the Delivery Charge, the capacity shall be determined during the 15-minute period of Customer's greatest capacity delivered to Company during the billing month.

Distribution Credits:

If the installation of the distributed generation system results in Company delaying or avoiding distribution investment, Company shall provide Distribution Credits to Customer that reflect the avoided distribution cost.

Company shall provide, upon Customer's written request, a list of substation areas or

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feeders that could be likely candidates for Distribution Credits as determined through Company's normal distribution planning process. Upon receiving an application from Customer for the interconnection and operation of a distributed generation system, Company shall perform an initial screening study to determine if the project has the potential to receive Distribution Credits. Customer shall be responsible for the cost of such screening study. If Company's initial study shows that there exists potential for Distribution Credits, Company shall, at its own expense, pursue further study to determine the Distribution Credits, as part of its annual distribution capacity study.

Line Loss Credits:

If the installation of the distributed generation system results in Company avoiding additional line losses, Company shall provide Line Loss Credits to Customer that reflect the additional line loss savings.

Company shall perform, upon Customer's written request, a specific line loss study to determine if the project has the potential to receive Line Loss Credits. Customer shall be responsible for the cost of such line loss study.

Renewable Credits:

If Company's purchase of capacity and energy from the distributed generation system results in Company meeting a requirement to obtain renewable capacity and energy, Company shall provide Renewable Credits to Customer that equal the additional avoided cost of the renewable addition or purchase. The purchase price of such Renewable Credits shall be net of payment for capacity and energy identified above.

In the event that Customer producing the power receives renewable credits, (that is, the Customer is paid by the Company the avoided cost of renewable energy purchases), then the transaction represented by the power purchase agreement will constitute a transfer from the Customer to the Company of the property rights, for those renewable attributes specific to the renewable energy generated by the Customer and for which the Company paid renewable credits.

Customer may receive either renewable credits or tradable emission credits but not both.

Tradable Emission Credits:

If Company's purchase of capacity and energy from the distributed generation system results in Company receiving an economic value associated with tradable emissions, Company shall provide Tradable Emission Credits to Customer that equal the credit revenues associated with the distributed generation system of such Tradable Emission Credits received by Company. Customer may receive either renewable credits or tradable emission credits but not both.

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In the event that Customer producing the power receives tradable emission credits, then the transaction represented by the power purchase agreement will constitute a transfer from the Customer to Company of the property rights, if any, for those tradable emission credits received by Customer and for which Company paid tradable emission credits.

SERVICE CONDITIONS

1. All electricity delivered to Company by Customer shall be measured by one or more meters installed at a single point of common coupling or as determined by Company. Company's meter for distributed generation service shall measure the flow of capacity and energy from Customer to Company only. Any flow of capacity and energy from Company to Customer shall be separately metered.

2. Service shall be provided under this Rider if Company has sufficient capacity available in existing transmission and distribution facilities to provide such service at the location where service is requested.

3. Customer shall pay Company the installed cost of any additional required facilities which are not supported by this Rider.

4. Company shall not be liable for any loss or damage, including consequential damages, caused by or resulting from any limitation in providing service under this Rider.

PROCESS AND TECHNICAL DOCUMENTS AVAILABILITY

Company distributed generation system process and technical documents are available at www.mnpower.com or by contacting Company at 1-800-228-4966 or 30 West Superior Street, Duluth, MN 55802.

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ELECTRIC SERVICE REGULATIONS of MINNESOTA POWER

PURPOSE AND CONTENTS

These Service Regulations govern the supplying and taking of electric service. The regulations are designed to provide each Customer the greatest practicable latitude in the use of service consistent with reliable, economical and safe service to all Customers.

These Service Regulations, together with Extension Rules and Rate Schedules, are on file in the Company's various offices, and copies are obtainable by any Customer upon request by telephone, by mail, or www.mnpower.com.

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SECTION I - DEFINITIONS

The following terms when used in these Service Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

- Customer:** Any individual(s), partnership, association, firm, public or private corporation or governmental agency having Company's electric service at any specified location.
- Company:** Minnesota Power.
- Electric Service:** The supplying of electric power and energy, or its availability, irrespective of whether any electric power and energy is actually used. Supplying of service by Company consists of the maintaining by it, at the point of delivery, of approximately the agreed voltage and frequency by means of facilities adequate for carrying Customer's contracted load.
- Point of Delivery:** The end of Company's service drop, or the point where Company's wires are joined to Customer's service entrance conductors or apparatus, unless otherwise specified in Customer's Service Agreement.

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5. **Customer's Installation:** In general, all wiring, appliances and apparatus of any kind or nature on Customer's side of the point of delivery (except Company's meter installation), useful in connection with Customer's ability to take electric service.

6. **Service Drop:** The wires, owned by Company, connecting Company's distribution mains to Customer's service entrance conductors.

7. **Service Entrance Conductors:** The wires provided by the Customer extending from Customer's main line switch or center at which circuits originate, to the terminal of the Company's service drop.

8. **Month:** An interval of approximately thirty days between successive meter reading dates, except when the calendar month is specified.

9. **Service Agreement:** The agreement or contract between Company and Customer pursuant to which service is supplied and taken.

10. **Notice:** Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, the period of notice being computed from the date of such personal delivery or mailing.

11. **Meter:** The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed to measure and report the power and energy supplied to any Customer at a single point of delivery.

12. **Customer Extension:** Any branch from, or continuation of, an existing line to the point of delivery to Customer, including increases in capacity of any of Company's existing facilities, or the changing of any line to meet the Customer's requirements, and including all transformers, service drops and meters.

SECTION II - SERVICE AGREEMENTS

13. **Form and Execution of Service Agreements:** Each application for service normally is made on Company's standard form of application, which, when properly executed by Customer and Company, becomes binding and along with the applicable Rate Schedules, Rules and Regulations, is termed a Service Agreement. Any Service Agreement referred to herein is subject to amendment or change by Company. Any such amendment or change to a Service Agreement may be subject to acceptance or approval by any regulatory body having jurisdiction thereof and upon acceptance or approval will automatically apply to any executed Service Agreement.

If for any reason an application is not signed by the Customer, the giving of service by the Company and the accepting of such service by all Customers receiving service shall impose the same obligation on each as if a Service Agreement had been executed.

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14. **Contract Period of Service Agreements:** The contract period shall be as indicated in the applicable Rate Schedule, unless otherwise provided for in the Service Agreement.

15. **Renewal and Termination of Service Agreements:** Renewals shall be as provided for in the Service Agreement. Unless otherwise provided in the Service Agreement or Rate Schedule, Customer may terminate service at any time by notifying Company not less than three days prior to the date termination is desired. Customer will be held responsible for all service supplied to vacated premises until such notice has been received by Company. Notification may be made by writing, by telephone, mail or by visiting the Company's website at www.mnpower.com.

When the contract period of a Service Agreement is extended, the demand previously established by Customer is considered as having been established under the extended contract period.

When a new Service Agreement is entered into, the demand previously established by Customer is considered as having been established under the contract period of the new Service Agreement except that, when the contract demand under the new Service Agreement is less than 60% of the highest actual demand established in the previous contract year, the Company will waive the above requirement.

16. **Company's Right to Cancel Service Agreement or to Suspend Service:** Company, in addition to all other legal remedies, may terminate the Service Agreement, or suspend delivery of service, for any default or breach of the Service Agreement by the Customer, but no such termination or suspension will be made by Company without five (5) days written notice, excluding Sundays and legal holidays, to Customer, stating in what particular the Service Agreement has been violated, except in cases of unlawful or unauthorized use of service by Customer, or dangerous leakage or short circuit on Customer's side of the point of delivery, or in case of utilization by Customer of service in such manner as to cause danger to persons or property. Failure of Company at any time to either suspend delivery of service or to terminate the Service Agreement, or to resort to any other legal remedy, or its adoption of either one or the other of such alternatives, shall not affect Company's right to resort to any of such remedies for the same or any future default or breach by Customer.

17. **Successors and Assigns:** Service Agreements inure to the benefit of and are binding upon the respective heirs, legal representatives, successors and assigns of the parties thereto; but no assignment by Customer shall be binding upon Company until accepted in writing by the latter.

SECTION III - SUPPLY AND TAKING OF SERVICE

18. **Supplying of Service:** Service is supplied only under and pursuant to these Service Regulations and the applicable Rate Schedule, Riders, and Regulatory Rules. Service is supplied under a given Rate Schedule only at such points of delivery as are adjacent to facilities of Company adequate and suitable, as to capacity and voltage, for the service desired.

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Service will be subject to disconnection and deposit requirements as provided by rules of the Minnesota Public Utilities Commission and other applicable law, if, at the time of application for service, the Customer is indebted to the Company for service previously supplied at the same or another address.

19. Disconnection of Service:

A. With Notice - Service may be disconnected with notice for any reason under Minn. Rules Part 7820.1000 or as may otherwise be provided in Company's Service Regulations, Service Schedules or Service Agreements.

B. Without Notice - Service may be disconnected without notice for any reason under Minn. Rules Part 7820.1100 or as may otherwise be provided in Company's Service Regulations, Service Schedules or Service Agreements.

20. Reconnection of Service: Company shall reconnect service following disconnection for non-payment only after all past due accounts, deposits and reconnection fees, where applicable, shall have been paid.

A. The Service Reconnection Fee shall be as follows:

- i. \$20.00 between the hours of 8:00 AM and 4:30 PM Monday through Friday.
- ii. \$100.00 after 4:30 PM, before 8:00 AM and on Saturdays, Sundays and legal holidays.

B. Where service has been disconnected under Minn. Rules Part 7820.1100.B., a reconnection fee will not be required.

C. Following disconnection under Minn. Rules 7820.1100.A., reconnection will occur only after Company has received payment from Customer of the following:

- i. Power and energy not recorded on the meter at the appropriate rate, the amount of which may be estimated by Company based on the best available data.
- ii. All expenses incurred by Company due to any such unauthorized act or acts.

21. Service Relock Penalty:

A. Company shall assess a Service Relock Penalty of \$100 where the Company has previously disconnected service and is required to subsequently return to relock or disconnect the service after it was connected by a Customer without Company authorization.

B. Company shall assess a penalty for all expenses incurred if additional disconnection of service is required at Customer premises.

C. In the event of any loss or damage to such property of Company or other person caused by or arising out of carelessness, neglect or misuse by Customer or other unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by Customer.

22. Continuity of Service: Company will endeavor to provide continuous service but does not guarantee a constant supply of electric energy and shall not be liable to Customer for damages occasioned by interruption, except as provided by law. The Company shall not be liable

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for any loss of profits, special, or consequential damages resulting from the use of service or any interruption or disturbance of service.

In the event of power shortage any curtailment among Customers shall be made as nearly as practical pro rata without liability on the part of Company to any Customer affected.

If any part of service furnished by Company is employed for purpose of pumping water, Company assumes no obligation to maintain an adequate supply for fire protection, or any other purpose, whatsoever, and such use shall not subject Company to any liability to any party for damages to person or property due to failure of water supply resulting from an interruption or deficiency of electric service from whatsoever cause the same may arise.

23. Suspension of Service for Repairs and Changes: When necessary to make repairs to or changes in its lines or system, Company may, without incurring any liability therefore, suspend service for such periods as may be necessary, and in such manner as to minimize inconvenience to Customer.

24. Use of Service: Service is for Customer's use only. Company permits redistribution and submetering only where allowed by law. The electric service equipment and associated building wiring of buildings shall be arranged by the owner to permit individual metering of the electrical consumption of each building and occupancy unit to comply with Minn. Stat. 504B.161 and any law amendatory thereto. If desired by the owner, the Company will install and maintain necessary individual Company meters to measure consumption and render bills on the applicable Rate Schedules to each Customer and separately occupied building and occupancy unit.

In no case may Customer, except with the written consent of Company, extend or connect an installation to lines across or under a street, alley, lane, court or avenue or other public or private space in order to obtain service for adjacent property through one meter even though such adjacent property be owned by Customer. Such consent may be given when such adjacent properties are operated as one integral unit under the same name and for carrying on parts of the same business. In case of unauthorized remetering, sale or extension of service to another person, Company, after five (5) days written notice excluding Sundays and legal holidays, may discontinue the supplying of service to Customer until such unauthorized act is discontinued and full payment is made for all service supplied or used, billed on proper classification and Rate Schedule, and reimbursement in full made to Company for all extra expenses incurred, including expenses for clerical work, testing and inspections.

25. Customer's Responsibility: Customer assumes all responsibility on Customer's side of the point of delivery for the service supplied or taken, as well as for the electrical installation, appliances and apparatus used in connection therewith, and shall save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the point of delivery.

26. Right-of-Way: Customer shall, without compensation, make or procure satisfactory conveyance to Company of right-of-way for Company's lines necessary and incidental to the

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furnishing of service to Customer and for continuing or extending said lines over, under, across or through the property owned or controlled by Customer in a manner deemed appropriate by the Company.

27. **Access to Premises:** Company personnel may enter Customer's premises only as authorized by applicable law and regulations. Failure of Customer to provide Company reasonable access may result in disconnection of service under Minn. Rules Part 7820.1000(E).

28. **Location of Point of Attachment:** Customer's Point of Attachment is to be located at a point readily accessible to Company's distribution mains. Customer shall install and maintain a point of attachment for Company's service drop. Said point of attachment shall be of sufficient mechanical strength to support the wind and ice loaded weight of the service drop and shall be located as determined by the Company.

SECTION IV - CUSTOMER'S INSTALLATION

29. **Nature and Use of Installation:** All of Customer's wires, apparatus and equipment shall be selected with the view to obtaining safety, good efficiency, good voltage regulation and the highest practicable power factor and shall be installed in accordance with standard practices. Customer shall install and maintain, on Customer's side of point of delivery, suitable protective equipment as may be required by the Company for the protection of its service to other customers and may not employ or utilize any equipment, appliance or device so as to affect adversely Company's service to Customer or to others. The Company's failure to require such equipment shall not operate to relieve Customer from the obligation to utilize and comply with standard practices. Company may require auto starters or other suitable starting devices for motors above 5 horsepower. When polyphase service is supplied by Company, Customer shall control the use thereof so that the load at the point of delivery will be maintained in reasonable electrical balance between the phases.

Installations of neon, fluorescent, mercury vapor lamps or tubes, or other types of gaseous tube lamps, or other devices having low power factor characteristics, should be equipped with corrective apparatus to increase the power factor of each unit or separately controlled group of units to not less than approximately 90% lagging.

30. **Inspection by Company:** Company retains the right, but does not assume the duty, to inspect Customer's installation at any time and will refuse to commence or to continue service whenever it does not consider such installation to be in good operating condition, but Company does not in any event assume any responsibility whatever in connection with such matters.

31. **Changes in Installations:** As Company's service drops, transformers, meters, and other facilities used in supplying service to Customer have a definite limited capacity, Customer shall give notice to Company, and obtain Company's consent, before making any material changes or increases in Customer's installation. Company as promptly as possible after receipt of such notice will give its approval to the proposed change or increase, or will advise Customer

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upon what conditions service can be supplied for such change or increase. Failure to secure Company's approval shall make Customer liable for any damage to Company's facilities.

SECTION V - COMPANY'S INSTALLATION

32. Installation and Maintenance: Except as otherwise provided in these Service Regulations, in Service Agreements or Rate Schedules, Company will install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines or equipment, except meters, on Customer's side of the point of delivery. Only Company's agents are authorized to connect Company's service drop to Customer's service entrance conductors and to connect Company's meters.

(a) **Electrical Permit:** The Company is prohibited from connecting its service drop to Customer's service entrance conductors until permitted by the governmental authority having jurisdiction.

(b) **Standard Connection:** The ordinary method of connection between Company's distribution mains and Customer's service entrance conductors will be by overhead wires. If Customer desires to have connection made in any other manner, special arrangements will be made between Customer and Company by which the connection will be made and maintained at Customer's expense.

(c) **Suitable Space:** The Customer shall provide at no cost to Company a suitable room or space for Company's transformers and equipment specifically used in providing service to Customer when such room or space is deemed necessary by Company.

33. Protection by Customer: Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one except Company's agents or persons authorized by law to inspect or handle same. In the event of any loss or damage to such property of Company or other person caused by or arising out of carelessness, neglect or misuse by Customer or other unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by Customer.

Company shall not be responsible to Customer or any other party because of any damage resulting from such installations which are not readily subject to inspection from the ground and the exterior of the premises, or from the meter location, unless Customer shall have notified Company of a condition which, in the reasonable opinion of the Customer, requires attention and the Company shall have had a reasonable time within which to inspect and, if necessary, repair the same.

34. Customer Extensions: The Company, at its own expense, makes extensions where the revenue therefrom is sufficient, in Company's opinion, to justify the necessary expenditure.

Where the Company cannot be assured that the business offered is of sufficient duration, where unusual expenditures are necessary to supply service because of location, size or character of installation, or where area requirements of regulatory bodies may control, the Customer or Customers shall make arrangements satisfactory to Company dependent upon the particular conditions of each situation.

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35. **Alteration of Facilities:** Company will, at its discretion, alter, relocate, convert to underground, or remove Company's facilities as may be requested in writing by Customer. Customer shall pay Company for all costs, except as limited below, associated with such alteration, relocation, conversion to underground, or removal including any new facilities required to provide service after the alteration, relocation, conversion, or removal.

Customers requesting the alteration, relocation, conversion, or removal shall pay the estimated cost for the change, less salvage, of the facilities required to effect such change prior to Company committing funds for the work. Where the actual cost is different from the estimated cost upon which the advance payment was based, as determined upon completion of the requested alteration, relocation, or removal, Company will refund any excess payment made by Customer or render a bill for any additional amount due. However, where Company's estimated cost is less than \$5,000, and actual cost exceeds such estimate, the additional amount due by Customer shall not exceed 15 percent of the estimate, regardless of the amount of actual cost.

SECTION VI - METERING

36. **Installation:** Company shall furnish and install the necessary meter or meters, and Customer shall provide and maintain a location, free of expense and satisfactory to Company, all in accordance with Company's Metering Standards.

37. **Evidence of Consumption:** Unless proven to be inaccurate, the registration of Company's meter shall be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by Customer.

38. **Tests:** Company tests its meters and maintains their accuracy of registration in accordance with good practice. On request of Customer, Company will make a special test which will be done at the expense of the Company. If the Customer requests another test before the expiration of a twelve-month period, the Customer shall bear the cost of the test if the meter is found to be in error by less than 2%, fast or slow. The average registration accuracy of a meter is taken as the mean of full load (100% of rated load) accuracy, and light load (5-10% of rated load) accuracy. At Company's discretion, tests may be made under average load conditions.

SECTION VII - PARALLEL GENERATION

39. **Design:** Customer's electric generating equipment shall be designed (1) to operate in synchronization with Company's system and (2) to automatically disconnect the facility from Company's system in the event Company's system becomes de-energized unless by mutual agreement between the Customer and Company. All synchronizing and protective devices to accomplish this mode of operation shall be provided and maintained by Customer.

40. **Disconnection:** Customer shall provide and maintain a manual, lockable disconnect switch providing a visible open and capable of isolating the Customer's generator from the

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Company's electrical system. This disconnect switch shall be readily accessible to Company personnel at all times, shall include a provision for padlocking it in the open position, and shall meet all other reasonable requirements established by Company.

41. **Customer Responsibility:** Customer shall pay for the cost of rebuilding and/or modifying Company facilities to provide adequate capacity for the parallel generation system and adequate protection for the Company's electrical system.

Customer shall be subject to ~~Company's Safety Standards and Interconnection Requirements Applicable to Cogenerators and/or Small Power Producers of Minnesota Power as filed annually with the Commission~~[the State of Minnesota Distributed Energy Resources Interconnection Process and Minnesota Distributed Energy Resource Technical Interconnection and Interoperability Requirements or the most recent version of Minnesota's interconnection standards](#). Copies of such standards shall be made available to Customer upon request and are available at www.mnpower.com.

SECTION VIII - BILLING

42. **Billing Periods:** Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option. Non-receipt of bills by Customer does not release or diminish the obligation of Customer with respect to payment thereof.

43. **Separate Billing for Each Point of Delivery:** At each point of delivery the use of service is metered separately for each Customer served. Whenever for any reason Company furnishes two or more meter installations for a single Customer, or supplies service under a Rate Schedule which does not require a meter, each point of metering and/or point of delivery where no meter is required is considered as a separate service. A separate Service Agreement is required, and bills are separately calculated, for each such separate service, except where Company may, under special circumstances, waive this requirement.

44. **Adjustment for Inaccurate Meter Registration:**

Meter too fast or too slow: In the event that any routine or special test of a Company meter discloses its average accuracy of registration to be in error by more than 2%, fast or slow, Company will refund the overcharge for a fast meter or charge for electricity consumed, but not included in the bills previously rendered for a slow meter. The refund or charge for both fast and slow meters will be based on corrected meter readings for a period equal to one-half the time elapsed since the last previous test but not to exceed six (6) months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed to that date, but in no event for a period longer than one (1) year.

Whenever any bill or bills have been adjusted or corrected as provided above, the Company will refund to existing Customer any amount due when the amount due exceeds one

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(\$1) dollar or to previous Customer any amount due when the amount due exceeds two (\$2) dollars or Company will bill Customer for any amount owed when the amount owed exceeds ten (\$10) dollars, as the case may be.

Meter fails to register or registers intermittently: When the average error cannot be determined by test because the meter is not found to register or is found to register intermittently, the Company may charge for an estimated amount of electricity used, which shall be calculated by averaging the amounts registered over corresponding periods in previous years or in the absence of such information, over similar periods of known accurate measurement preceding or subsequent thereto, but in no event shall such charge be for a period longer than one year.

If a Customer has called to the Company's attention doubts as to the meter's accuracy and the Company has failed within a reasonable time to check it, there shall be no back billing for the period between the date of the Customer's notification and the date the meter was checked.

45. **Late Payment Charge**: Company shall assess a Late Payment Charge of 1-1/2% or \$1.00 per monthly billing period, whichever is greater, on that portion of a retail Customer's account representing charges for Company service(s) past due, if the unpaid balance exceeds \$10.00. All late payments received will be credited against the oldest outstanding account balance before the application of any Late Payment Charge. The unpaid Company account balance for a Customer under the Budget Billing Plan or another Company approved payment plan shall mean that the Company budget arrears balance and not the accumulated actual Company balance will be subject to a Late Payment Charge. No Late Payment Charge will be charged on the portion of the Company balance in dispute while dispute procedures are underway. A Late Payment Charge may be retroactively charged on the settled amount after dispute procedures are completed. At Company's discretion, any Late Payment Charge, or portion thereof, may be waived provided such waiver is consistent with the Minnesota Public Utilities Act.

A. **Residential customer**: A Late Payment Charge shall be added to any Company account for which payment is not received and credited by Company by the next scheduled billing date. Residential customer who qualifies for assistance under the Low Income Home Energy Assistance Program (LIHEAP) may request waiver of the Late Payment Charge on the "current bill" portion of each monthly bill. Self-qualification using LIHEAP income guidelines will be permitted for Senior Citizens at age 62 or older. Efforts will be made by Company to work with local governmental agencies to pre-qualify Customers where administratively feasible. Customer accounts must be re-qualified annually.

B. **Nonresidential customer**: A Late Payment Charge shall be added to any Company account for which bill payment is not received and credited by Company within fifteen (15) days from the current billing date.

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46. **Delinquent Bills:** Bills become delinquent if not paid on or before the past due date as shown on bill and service may be discontinued upon five (5) days written notice, excluding Sundays and legal holidays, to Customer after becoming delinquent. During the cold weather months, October 15 through April 15, service may be disconnected only as provided in section 60 and Minnesota Statutes, section 216B.096. For residential customers, such written notice of disconnection shall specify a disconnection date not earlier than the third working day after the next scheduled billing date.

47. **Unlawful Use of Service:** In any case of tampering with meter installation or interfering with the proper functioning thereof or any other unlawful use or diversion of service by any person, or evidence of any such tampering, interfering, unlawful use or service diversion, Customer is liable to immediate discontinuance of service, without notice, and to prosecution under applicable laws, and Company shall be entitled to collect from Customer at the appropriate rate for all power and energy not recorded on the meter by reason of such tampering, interfering, or other unlawful use or service diversion (the amount of which may be estimated by Company from the best available data), and also for all expenses incurred by the Company on account of such unauthorized act or acts.

48. **Charge for Restoring Service:** If service to Customer is discontinued by Company for valid cause, then before service is restored, Customer shall pay Company all permitted costs of discontinuing and restoring service. There will be no charge for reconnection when service has been discontinued in the event of a condition determined to be hazardous to Customer, to other Customers of Company, to Company's equipment, or to the public.

If Customer requests that service be discontinued and subsequently requests restoration of service at same premises within twelve (12) months of discontinuance, the charge for restoring service will be the sum of minimum bills during the elapsed period but not less than all costs of discontinuing and restoring service.

49. **Selection of Schedule:** The Company's Rate Schedules are designed for service supplied to Customer on a continuous annual basis. Customer may elect to take service under any of the Rate Schedules applicable to such service. Company will advise Customer of the Rate Schedules which, in its judgment, are best adapted to Customer's needs on an annual basis, but such advice must be based upon Customer's statements as to Customer's installation and requirements for service and Company assumes no responsibility for the selection of the Rate Schedule made by Customer. If Customer changes selection of a Rate Schedule, Customer may not go back to the previous Rate Schedule for a period of twelve (12) months; provided, however, that a Large Light and Power Customer whose normal monthly firm demand is below 10,000 kW shall be billed on the Large Power Service Schedule in months in which its measured demand, as adjusted for power factor, exceeds 10,000 kW, and shall go back to the Large Light and Power Service Schedule when its demand falls below 10,000 kW. Rules applicable to specific Rate Schedules shall apply when Customer desires service on other than a continuous annual basis, or the term of service provision of the Rate Schedule is greater than one (1) year.

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If, for any cause a Service Agreement is entered into in which is specified a Rate Schedule not applicable to the class of service taken, on discovery of the error all bills rendered during the preceding twelve (12) months will be recalculated in accordance with the properly applicable Rate Schedule and Company will refund to existing Customer any amount due, when the amount due exceeds one (\$1) dollar or to previous Customer any amount due, when the amount due exceeds two (\$2) dollars, or Company will bill Customer for any amount owed, when the amount owed exceeds ten (\$10) dollars, as the case may be. If the amount due Company is not paid within ten (10) days from presentation of bill, or Customer does not agree to payment over a reasonable period of time, or Customer fails to sign a new Service Agreement, Company may, after five (5) days written notice excluding Sundays and legal holidays, disconnect service.

50. **Proration of Bills:** Bills for energy used during a billing period that is longer or shorter than the normal billing period by more than five (5) days shall be prorated on a daily basis, but no billing will be made for three (3) or less days when no energy is used. However, in no event will the total length of service between initial and final service be taken as less than one (1) month.

No bill will be prorated for change in operating level within the billing period.

51. **Company Billing Errors:** When a Customer has been overcharged or undercharged as a result of incorrect reading of the meter, incorrect application of rate schedule, incorrect connection of the meter, application of an incorrect multiplier or constant or other similar reasons, the amount of the overcharge shall be refunded to the Customer or the amount of the undercharge may be billed to the Customer as detailed in Minnesota Administrative Rules 7820.3800 subparts 2 through 4.

A. **Remedy for overcharge.** If a Customer was overcharged, the Company shall calculate the difference between the amount collected for service rendered and the amount the Company should have collected for service rendered, plus interest up to a maximum of three years from the date of discovery. Interest will be calculated as prescribed by Minnesota Statutes, section 325E.02(b). If the recalculated amount indicates that more than \$1 is due an existing Customer or \$2 is due a person no longer a Customer of the Company, the full amount of the calculated difference between the amount paid and the recalculated amount shall be refunded to the Customer.

B. **Remedy for undercharge.** If a Customer was undercharged, the Company shall calculate the difference between the amount collected for service rendered and the amount the Company should have collected for service rendered, for the period beginning one year before the date of discovery. If the recalculated amount due the Company exceeds \$10, the Company may bill the Customer for the amount due. The Company must not bill any undercharge incurred after the date of a Customer inquiry or complaint if the Company failed to begin investigating the matter within a reasonable time and the inquiry or complaint ultimately resulted in the discovery of the undercharge.

C. **Exception if error date known.** If the date the error occurred can be fixed with reasonable certainty, the remedy shall be calculated on the basis of payments for service

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rendered after that date, but in no event for a period beginning more than three years before the discovery of an overcharge or one year before the discovery of an undercharge.

SECTION IX - DEPOSITS AND GUARANTEES

52. **When Required:** Company may require Customer to make a deposit or guarantee satisfactory to Company to secure the payment of bills as they become due. Specific conditions requiring deposits or guarantees are identified in Regulation 54. The amount of such deposit shall not exceed twice the average monthly bill of Customer as estimated by Company from Customer's statement in his or her application or as thereafter ascertained.

53. **When Refunded:** The deposit shall be refunded to Customer after twelve (12) consecutive months of prompt payment of all Company bills. Company may, at its option, refund the deposit by direct payment or as a credit on the bill. Upon termination of service, the deposit with accrued interest shall be credited to Customer's final bill and the balance, if any, shall be returned within forty-five (45) days to Customer with a written receipt as required under Minn. Stat. 325E.02(b).

54. **Interest on Deposits:** Interest shall be paid annually on all deposits at the rate specified by Minn. Stat. 325E.02(b) or other applicable laws of the State of Minnesota and will be applied against the electric service bill. Any unpaid interest at time of final settlement of Customer's accounts will be credited to Customer's accounts.

55. **Conditions Requiring a Deposit or Guarantee:** Company may require a deposit or guarantee of payment as condition of obtaining new service or continuing existing service under Minn. Rules Part 7820.4300, 7820.4400 or as may otherwise be provided below.

A. Customer has outstanding a prior utility service account with another electric or gas utility which at the time of request for service remains unpaid and not in dispute.

B. Information requested under Minn. Rules Part 7820.4300 or 7820.4400 is not provided within twenty (20) days of the request for service (except where Customer has sought but not yet received credit information from a prior utility).

C. Information provided pursuant to Minn. Rules Part 7820.4300 or 7820.4400 is determined to be false or erroneous.

56. **Conditional Service Prior to Establishment of Credit:** Conditional service shall be provided expeditiously upon receipt of an application for service, and for up to twenty (20) days until credit has been satisfactorily established. Conditional service may be disconnected immediately without notice if required information or a required deposit or guarantee has not been received twenty (20) days after Company's request.

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SECTION X – COLD WEATHER RULE

57. **Applicability.** This section applies only to residential customers of the Company.
58. **Definitions.**
- A. The terms used in this section have the meanings given them in Minnesota Statute, 216B.096.
 - B. “Cold weather period” means the period from October 15 through April 15 of the following year.
 - C. “Customer” means a residential customer of the Company.
 - D. “Disconnection” means the involuntary loss of Company heating service as a result of a physical act by the Company to discontinue service. Disconnection includes installation of a service or load limiter or any device that limits or interrupts Company service in any way.
 - E. “Household income” means the combined income, as defined in Minnesota Statutes 290A.03, subdivision 3, of all residents of the Customer’s household, computed on an annual basis. Household income does not include any amount received for energy assistance.
 - F. “Reasonably timely payment” means payment within five working days of agreed-upon due dates.
 - G. “Reconnection” means the restoration of Company heating service after it has been disconnected. “Summary of rights and responsibilities” means a Commission-approved notice that contains, at a minimum, the following:
 - 1) an explanation of the provisions of subdivision 5;
 - 2) an explanation of no-cost and low-cost methods to reduce the consumption of energy;
 - 3) a third-party notice;
 - 4) ways to avoid disconnection;
 - 5) information regarding payment agreements;
 - 6) an explanation of the Customer’s right to appeal a determination of income by the Company and the right to appeal if the Company and the Customer cannot arrive at a mutually acceptable payment agreement, and a list of names and telephone numbers for county and local energy assistance, and weatherization providers in each county served by the Company.

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H. "Third-party notice" means a commission-approved notice containing, at a minimum, the following information;

- 1) a statement that the Company will send a copy of any future notice of proposed disconnection of Company heating service to a third party designated by the residential customer;
- 2) instructions on how to request this service; and
- 3) a statement that the residential customer should contact the person the Customer intends to designate as the third-party's name.

I. "Company" means Minnesota Power.

J. "Company heating service" means natural gas or electricity used as a primary heating source, including electricity service necessary to operate gas heating equipment, for the Customer's primary residence.

K. "Working days" means Mondays through Fridays, excluding legal holidays. The day of receipt of a personally served notice and the day of mailing a notice shall not be counted in calculating working days.

59. **Company obligations before cold weather period.** Each year, between September 1 and October 15, the Company must provide all Customers, personally or by first class mail, a summary of rights and responsibilities. The summary must also be provided to all new residential customers when service is initiated.

60. **Notice before disconnection during cold weather period.** Before disconnecting Company heating service during the cold weather period, the Company must provide, personally or by first class mail, a commission-approved notice to a Customer, in easy-to-understand language, that contains, at a minimum, the date of the scheduled disconnection, the amount due, and a summary of right and responsibilities.

61. **Cold Weather Rule**

- A. During the cold weather period, the Company may not disconnect and must reconnect Company heating service of a Customer whose household income is at or below 50 percent of the state median income if the Customer enters into and makes reasonably timely payments under a mutually acceptable payment agreement with the Company that is based on the financial resources and circumstances of the household; provided that, the Company may not require a Customer to pay more than ten percent of the household income toward current and past Company bills for Company heating service.
- B. The Company may accept more than ten percent of the household income as the payment arrangement amount if agreed to by the Customer

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- C. The Customer or a designated third party may request a modification of the terms of a payment agreement previously entered into if the Customer's financial circumstances have changed or the Customer is unable to make reasonably timely payments.
- D. The payment agreement terminates at the expiration of the cold weather period unless a longer period is mutually agreed to by the Customer and the Company
- E. The Company shall use reasonable efforts to restore service within 24 hours of an accepted payment agreement, taking into consideration Customer availability.

62. Verification of income

- A. In verifying a Customer's household income, the Company may:
 - 1. accept the signed statement of a Customer that the Customer is income eligible;
 - 2. obtain income verification from a local energy assistance provider or a government agency; consider one or more of the following:
 - i. the most recent income tax return filed by members of the Customer's household;
 - ii. for each employed member of the Customer's household, paycheck stubs for the last two months or a written statement from the employer reporting wages earned during the preceding two months;
 - iii. documentation that the Customer receives a pension from the Department of Human Services, the Social Security Administration, the Veteran's Administration, or other pension provider; a letter showing the Customer's dismissal from a job or other documentation of unemployment; or
 - iv. other documentation that supports the Customer's declaration of income eligibility.
- B. A Customer who receives energy assistance benefits under any federal, state or county government programs in which eligibility is defined as household income at or below 50 percent of state median income is deemed to be automatically eligible for protection under this section and no other verification of income may be required.

63. Prohibitions and requirements.

- A. Section 63 applies during the cold weather period.
- B. The Company may not charge a deposit or delinquency charge to a Customer who entered into a payment agreement or a Customer who has appealed to the Commission under Minnesota Statutes 216B.096 subdivision 8.
- C. The Company may not disconnect service during the following periods:

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- 1) during the pendency of any appeal under Minnesota Statutes 216B.096 subdivision 8;
 - 2) earlier than ten working days after the Company has deposited in first class mail, or seven working days after the Company has personally served, the notice required under Minnesota Statutes 216B.096 subdivision 4 to a Customer in an occupied dwelling;
 - 3) earlier than ten working days after the Company has deposited in first class mail the notice required under Minnesota Statutes 216B.096 subdivision 4 to the recorded billing address of the Customer, if the Company has reasonably determined from an on-site inspection that the dwelling is unoccupied; on a Friday, unless the Company makes personal contact with and offers a payment agreement consistent with this section to the Customer;
 - 4) on a Saturday, Sunday, holiday, or the day before the holiday;
 - 5) when Company offices are closed;
 - 6) when no Company personnel are available to resolve disputes, enter into payment agreements, accept payments, and reconnect service, or;
 - 7) when Commission offices are closed.
- D. The Company may not discontinue service until the Company investigates whether the dwelling is actually occupied. At a minimum, the investigation must include one visit by the Company to the dwelling during normal working hours. If no contact is made and there is reason to believe that the dwelling is occupied, the Company must attempt a second contact during non-business hours. If personal contact is made, the Company representative must provide notice required under Minnesota Statutes 216B.096 subdivision 4 and, if the Company representative is not authorized to enter into a payment agreement, the telephone number the Customer can call to establish a payment agreement.
- E. The Company must reconnect Company service if, following disconnection, the dwelling is found to be occupied and the Customer agrees to enter into a payment agreement or appeals to the commission because the Customer and the Company are unable to agree on a payment agreement.
64. **Disputes, Customer appeals.**
- A. The Company must provide the Customer and any designated third party with a Commission-approved written notice of the right to appeal:
 - 1) the Company determination that the Customer's household income is more than 50 percent of state median household income; or
 - 2) when the Company and Customer are unable to agree on the establishment or modification of a payment agreement.
 - B. A Customer's appeal must be filed with the Commission no later seven working days after the Customer's receipt of a personally served appeal

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notice, or within ten working days after the Company has deposited a first class mail appeal notice.

- C. The Commission must determine all Customer appeals on an informal basis, within 20 working days of receipt of a Customer's written appeal. In making its determination, the Commission must consider one or more of the factors in Minnesota Statutes 216B.096 subdivision 6.
- D. Notwithstanding any other law, following an appeals decision adverse to the Customer, the Company may not disconnect Company heating service for seven working days after the Company has personally served a disconnection notice, or for ten working days after the Company has deposited a first class mail notice. The notice must contain, in easy-to-understand language, the date on or after which disconnection will occur, the reason for disconnection, and ways to avoid disconnection.

65. **Customers above 50 percent of state median income.** During the cold weather period, a Customer whose household income is above 50 percent of state median income:

- A. has the right to a payment agreement that takes into consideration the Customer's financial circumstances and any other extenuating circumstances of the household; and
- B. may not be disconnected and must be reconnected if the Customer makes timely payments under a payment agreement accepted by the Company.

SECTION XI – RESIDENTIAL CUSTOMER PROTECTIONS

66. **Applicability.** The provisions of this section apply to residential customers of the Company

67. **Budget billing plans.** The Company shall offer a Customer a budget billing plan for payment of charges for service, including adequate notice to Customer prior to changing budget payment amounts.

68. **Payment agreements.** The Company shall offer a payment agreement for the payment of arrears. Payment agreements must consider a Customer's financial circumstances and any extenuating circumstances of the household. No additional service deposit may be charged as a consideration to continue service to a Customer who has entered and is reasonably on time under an accepted payment agreement.

69. **Undercharges.**

- A. In compliance with Minnesota Statutes 216B.098, the Company shall offer a payment agreement to Customers who have been undercharged if no culpable conduct by the Customer or resident of the Customer's household caused the undercharge. The agreement must cover a period equal to the

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time over which the undercharge occurred or a different time period that is mutually agreeable to the Customer and the Company, except that the duration of a payment agreement offered by the Company to a Customer whose household income is at or below 50 percent of state median household income must consider the financial circumstances of the Customer's household.

- B. No interest or delinquency fee may be charged as part of an undercharge agreement under this subdivision.
- C. If a Customer inquiry or complaint results in the Company's discovery of the undercharge, the Company may bill for the undercharges incurred after the date of the inquiry or complaint only if the Company began investigating the inquiry or complaint within a reasonable time after it was made.

70. **Medically necessary equipment.** The Company shall reconnect or continue service to a Customer's residence where a medical emergency exists or where medical equipment requiring electricity necessary to sustain life is in use, provided that the Company receives from a medical doctor written certification, or initial certification by telephone and written certification within five business days, that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the Customer's household. The Customer must enter into a payment agreement.

71. **Commission authority.** In addition to any other authority, the Commission has the authority to resolve Customer complaints against the Company, whether or not the complaint involves a violation of this Chapter 216B of Minnesota Statutes. The Commission may delegate this authority to commission staff as it deems appropriate.

SECTION XII - MISCELLANEOUS REGULATIONS

72. **Conflicts:** In case of conflict between any provision of these approved Service Regulations, Customer's Service Agreement or a Rate Schedule, the provision of the Service Agreement takes precedence, followed by the provision of the Rate Schedule. The Customer's Service Agreement will identify all such conflicts with the service Regulations or Rate Schedule.

73. **Franchise Limitations:** All Service Agreements are subject to existing franchise limitations.

74. **Franchise Fees Notification:** The Company will notify the Minnesota Public Utilities Commission of any new, renewed, expired, or changed fee, authorized by Minn. Stat. § 216B.36 to raise revenue, at least 60 days prior to its implementation. If the Company receives less than 60 days' notice of a repealed or reduced fee from a city, the Company will notify the Minnesota Public Utilities Commission within 10 business days of receiving notice. Notification to the Minnesota Public Utilities Commission will include a copy of the relevant franchise fee ordinance, or other operative document authorizing imposition of, or change in, the fee.

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75. **Franchise Fees Customer Notification:** The following language will be included with the first customer bills on which a new or amended franchise fee is collected:

The City of _____ granted Minnesota Power a franchise to operate within the City limits. An electric franchise fee of (____% OF GROSS REVENUES or \$_____ PER METER or \$_____ PER KWH) will be imposed on customers effective MM/DD/YYYY. The line item appears on your bills as "_____ Franchise Fee." Minnesota Power remits 100% of this fee to the City of _____.

76. **Regulation and Jurisdiction:** Electric service shall be available from Company at the rates and under the terms and conditions set forth in the currently applicable Rate Schedule or other superseding Rate Schedules in effect from time to time. All the rates and regulations referred to herein are subject to amendment and change by Company. Any such amendments or changes may be subject to acceptance or approval by any regulatory body having jurisdiction thereof.

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PURPOSE AND CONTENTS

These Service Regulations govern the supplying and taking of electric service. The regulations are designed to provide each Customer the greatest practicable latitude in the use of service consistent with reliable, economical and safe service to all Customers.

These Service Regulations, together with Extension Rules and Rate Schedules, are on file in the Company's various offices, and copies are obtainable by any Customer upon request by telephone, by mail, or www.mnpower.com.

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SECTION I - DEFINITIONS

The following terms when used in these Service Regulations, in Rate Schedules and in Service Agreements, shall, unless otherwise indicated, have the meanings given below:

1. **Customer:** Any individual(s), partnership, association, firm, public or private corporation or governmental agency having Company's electric service at any specified location.
2. **Company:** Minnesota Power.
3. **Electric Service:** The supplying of electric power and energy, or its availability, irrespective of whether any electric power and energy is actually used. Supplying of service by Company consists of the maintaining by it, at the point of delivery, of approximately the agreed voltage and frequency by means of facilities adequate for carrying Customer's contracted load.
4. **Point of Delivery:** The end of Company's service drop, or the point where Company's wires are joined to Customer's service entrance conductors or apparatus, unless otherwise specified in Customer's Service Agreement.

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5. **Customer's Installation:** In general, all wiring, appliances and apparatus of any kind or nature on Customer's side of the point of delivery (except Company's meter installation), useful in connection with Customer's ability to take electric service.

6. **Service Drop:** The wires, owned by Company, connecting Company's distribution mains to Customer's service entrance conductors.

7. **Service Entrance Conductors:** The wires provided by the Customer extending from Customer's main line switch or center at which circuits originate, to the terminal of the Company's service drop.

8. **Month:** An interval of approximately thirty days between successive meter reading dates, except when the calendar month is specified.

9. **Service Agreement:** The agreement or contract between Company and Customer pursuant to which service is supplied and taken.

10. **Notice:** Unless otherwise specified, a written notification delivered personally or mailed by one party to the other at such other party's last known address, the period of notice being computed from the date of such personal delivery or mailing.

11. **Meter:** The meter or meters, together with auxiliary devices, if any, constituting the complete installation needed to measure and report the power and energy supplied to any Customer at a single point of delivery.

12. **Customer Extension:** Any branch from, or continuation of, an existing line to the point of delivery to Customer, including increases in capacity of any of Company's existing facilities, or the changing of any line to meet the Customer's requirements, and including all transformers, service drops and meters.

SECTION II - SERVICE AGREEMENTS

13. **Form and Execution of Service Agreements:** Each application for service normally is made on Company's standard form of application, which, when properly executed by Customer and Company, becomes binding and along with the applicable Rate Schedules, Rules and Regulations, is termed a Service Agreement. Any Service Agreement referred to herein is subject to amendment or change by Company. Any such amendment or change to a Service Agreement may be subject to acceptance or approval by any regulatory body having jurisdiction thereof and upon acceptance or approval will automatically apply to any executed Service Agreement.

If for any reason an application is not signed by the Customer, the giving of service by the Company and the accepting of such service by all Customers receiving service shall impose the same obligation on each as if a Service Agreement had been executed.

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14. **Contract Period of Service Agreements:** The contract period shall be as indicated in the applicable Rate Schedule, unless otherwise provided for in the Service Agreement.

15. **Renewal and Termination of Service Agreements:** Renewals shall be as provided for in the Service Agreement. Unless otherwise provided in the Service Agreement or Rate Schedule, Customer may terminate service at any time by notifying Company not less than three days prior to the date termination is desired. Customer will be held responsible for all service supplied to vacated premises until such notice has been received by Company. Notification may be made by writing, by telephone, mail or by visiting the Company's website at www.mnpower.com.

When the contract period of a Service Agreement is extended, the demand previously established by Customer is considered as having been established under the extended contract period.

When a new Service Agreement is entered into, the demand previously established by Customer is considered as having been established under the contract period of the new Service Agreement except that, when the contract demand under the new Service Agreement is less than 60% of the highest actual demand established in the previous contract year, the Company will waive the above requirement.

16. **Company's Right to Cancel Service Agreement or to Suspend Service:** Company, in addition to all other legal remedies, may terminate the Service Agreement, or suspend delivery of service, for any default or breach of the Service Agreement by the Customer, but no such termination or suspension will be made by Company without five (5) days written notice, excluding Sundays and legal holidays, to Customer, stating in what particular the Service Agreement has been violated, except in cases of unlawful or unauthorized use of service by Customer, or dangerous leakage or short circuit on Customer's side of the point of delivery, or in case of utilization by Customer of service in such manner as to cause danger to persons or property. Failure of Company at any time to either suspend delivery of service or to terminate the Service Agreement, or to resort to any other legal remedy, or its adoption of either one or the other of such alternatives, shall not affect Company's right to resort to any of such remedies for the same or any future default or breach by Customer.

17. **Successors and Assigns:** Service Agreements inure to the benefit of and are binding upon the respective heirs, legal representatives, successors and assigns of the parties thereto; but no assignment by Customer shall be binding upon Company until accepted in writing by the latter.

SECTION III - SUPPLY AND TAKING OF SERVICE

18. **Supplying of Service:** Service is supplied only under and pursuant to these Service Regulations and the applicable Rate Schedule, Riders, and Regulatory Rules. Service is supplied under a given Rate Schedule only at such points of delivery as are adjacent to facilities of Company adequate and suitable, as to capacity and voltage, for the service desired.

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Service will be subject to disconnection and deposit requirements as provided by rules of the Minnesota Public Utilities Commission and other applicable law, if, at the time of application for service, the Customer is indebted to the Company for service previously supplied at the same or another address.

19. Disconnection of Service:

A. With Notice - Service may be disconnected with notice for any reason under Minn. Rules Part 7820.1000 or as may otherwise be provided in Company's Service Regulations, Service Schedules or Service Agreements.

B. Without Notice - Service may be disconnected without notice for any reason under Minn. Rules Part 7820.1100 or as may otherwise be provided in Company's Service Regulations, Service Schedules or Service Agreements.

20. Reconnection of Service: Company shall reconnect service following disconnection for non-payment only after all past due accounts, deposits and reconnection fees, where applicable, shall have been paid.

A. The Service Reconnection Fee shall be as follows:

- i. \$20.00 between the hours of 8:00 AM and 4:30 PM Monday through Friday.
- ii. \$100.00 after 4:30 PM, before 8:00 AM and on Saturdays, Sundays and legal holidays.

B. Where service has been disconnected under Minn. Rules Part 7820.1100.B., a reconnection fee will not be required.

C. Following disconnection under Minn. Rules 7820.1100.A., reconnection will occur only after Company has received payment from Customer of the following:

- i. Power and energy not recorded on the meter at the appropriate rate, the amount of which may be estimated by Company based on the best available data.
- ii. All expenses incurred by Company due to any such unauthorized act or acts.

21. Service Relock Penalty:

A. Company shall assess a Service Relock Penalty of \$100 where the Company has previously disconnected service and is required to subsequently return to relock or disconnect the service after it was connected by a Customer without Company authorization.

B. Company shall assess a penalty for all expenses incurred if additional disconnection of service is required at Customer premises.

C. In the event of any loss or damage to such property of Company or other person caused by or arising out of carelessness, neglect or misuse by Customer or other unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by Customer.

22. Continuity of Service: Company will endeavor to provide continuous service but does not guarantee a constant supply of electric energy and shall not be liable to Customer for damages occasioned by interruption, except as provided by law. The Company shall not be liable

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for any loss of profits, special, or consequential damages resulting from the use of service or any interruption or disturbance of service.

In the event of power shortage any curtailment among Customers shall be made as nearly as practical pro rata without liability on the part of Company to any Customer affected.

If any part of service furnished by Company is employed for purpose of pumping water, Company assumes no obligation to maintain an adequate supply for fire protection, or any other purpose, whatsoever, and such use shall not subject Company to any liability to any party for damages to person or property due to failure of water supply resulting from an interruption or deficiency of electric service from whatsoever cause the same may arise.

23. Suspension of Service for Repairs and Changes: When necessary to make repairs to or changes in its lines or system, Company may, without incurring any liability therefore, suspend service for such periods as may be necessary, and in such manner as to minimize inconvenience to Customer.

24. Use of Service: Service is for Customer's use only. Company permits redistribution and submetering only where allowed by law. The electric service equipment and associated building wiring of buildings shall be arranged by the owner to permit individual metering of the electrical consumption of each building and occupancy unit to comply with Minn. Stat. 504B.161 and any law amendatory thereto. If desired by the owner, the Company will install and maintain necessary individual Company meters to measure consumption and render bills on the applicable Rate Schedules to each Customer and separately occupied building and occupancy unit.

In no case may Customer, except with the written consent of Company, extend or connect an installation to lines across or under a street, alley, lane, court or avenue or other public or private space in order to obtain service for adjacent property through one meter even though such adjacent property be owned by Customer. Such consent may be given when such adjacent properties are operated as one integral unit under the same name and for carrying on parts of the same business. In case of unauthorized remetering, sale or extension of service to another person, Company, after five (5) days written notice excluding Sundays and legal holidays, may discontinue the supplying of service to Customer until such unauthorized act is discontinued and full payment is made for all service supplied or used, billed on proper classification and Rate Schedule, and reimbursement in full made to Company for all extra expenses incurred, including expenses for clerical work, testing and inspections.

25. Customer's Responsibility: Customer assumes all responsibility on Customer's side of the point of delivery for the service supplied or taken, as well as for the electrical installation, appliances and apparatus used in connection therewith, and shall save Company harmless from and against all claims for injury or damage to persons or property occasioned by or in any way resulting from such service or the use thereof on Customer's side of the point of delivery.

26. Right-of-Way: Customer shall, without compensation, make or procure satisfactory conveyance to Company of right-of-way for Company's lines necessary and incidental to the

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furnishing of service to Customer and for continuing or extending said lines over, under, across or through the property owned or controlled by Customer in a manner deemed appropriate by the Company.

27. **Access to Premises:** Company personnel may enter Customer's premises only as authorized by applicable law and regulations. Failure of Customer to provide Company reasonable access may result in disconnection of service under Minn. Rules Part 7820.1000(E).

28. **Location of Point of Attachment:** Customer's Point of Attachment is to be located at a point readily accessible to Company's distribution mains. Customer shall install and maintain a point of attachment for Company's service drop. Said point of attachment shall be of sufficient mechanical strength to support the wind and ice loaded weight of the service drop and shall be located as determined by the Company.

SECTION IV - CUSTOMER'S INSTALLATION

29. **Nature and Use of Installation:** All of Customer's wires, apparatus and equipment shall be selected with the view to obtaining safety, good efficiency, good voltage regulation and the highest practicable power factor and shall be installed in accordance with standard practices. Customer shall install and maintain, on Customer's side of point of delivery, suitable protective equipment as may be required by the Company for the protection of its service to other customers and may not employ or utilize any equipment, appliance or device so as to affect adversely Company's service to Customer or to others. The Company's failure to require such equipment shall not operate to relieve Customer from the obligation to utilize and comply with standard practices. Company may require auto starters or other suitable starting devices for motors above 5 horsepower. When polyphase service is supplied by Company, Customer shall control the use thereof so that the load at the point of delivery will be maintained in reasonable electrical balance between the phases.

Installations of neon, fluorescent, mercury vapor lamps or tubes, or other types of gaseous tube lamps, or other devices having low power factor characteristics, should be equipped with corrective apparatus to increase the power factor of each unit or separately controlled group of units to not less than approximately 90% lagging.

30. **Inspection by Company:** Company retains the right, but does not assume the duty, to inspect Customer's installation at any time and will refuse to commence or to continue service whenever it does not consider such installation to be in good operating condition, but Company does not in any event assume any responsibility whatever in connection with such matters.

31. **Changes in Installations:** As Company's service drops, transformers, meters, and other facilities used in supplying service to Customer have a definite limited capacity, Customer shall give notice to Company, and obtain Company's consent, before making any material changes or increases in Customer's installation. Company as promptly as possible after receipt of such notice will give its approval to the proposed change or increase, or will advise Customer

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upon what conditions service can be supplied for such change or increase. Failure to secure Company's approval shall make Customer liable for any damage to Company's facilities.

SECTION V - COMPANY'S INSTALLATION

32. Installation and Maintenance: Except as otherwise provided in these Service Regulations, in Service Agreements or Rate Schedules, Company will install and maintain its lines and equipment on its side of the point of delivery, but shall not be required to install or maintain any lines or equipment, except meters, on Customer's side of the point of delivery. Only Company's agents are authorized to connect Company's service drop to Customer's service entrance conductors and to connect Company's meters.

(a) **Electrical Permit:** The Company is prohibited from connecting its service drop to Customer's service entrance conductors until permitted by the governmental authority having jurisdiction.

(b) **Standard Connection:** The ordinary method of connection between Company's distribution mains and Customer's service entrance conductors will be by overhead wires. If Customer desires to have connection made in any other manner, special arrangements will be made between Customer and Company by which the connection will be made and maintained at Customer's expense.

(c) **Suitable Space:** The Customer shall provide at no cost to Company a suitable room or space for Company's transformers and equipment specifically used in providing service to Customer when such room or space is deemed necessary by Company.

33. Protection by Customer: Customer shall protect Company's wiring and apparatus on Customer's premises and shall permit no one except Company's agents or persons authorized by law to inspect or handle same. In the event of any loss or damage to such property of Company or other person caused by or arising out of carelessness, neglect or misuse by Customer or other unauthorized persons, the cost of making good such loss or repairing such damage shall be paid by Customer.

Company shall not be responsible to Customer or any other party because of any damage resulting from such installations which are not readily subject to inspection from the ground and the exterior of the premises, or from the meter location, unless Customer shall have notified Company of a condition which, in the reasonable opinion of the Customer, requires attention and the Company shall have had a reasonable time within which to inspect and, if necessary, repair the same.

34. Customer Extensions: The Company, at its own expense, makes extensions where the revenue therefrom is sufficient, in Company's opinion, to justify the necessary expenditure.

Where the Company cannot be assured that the business offered is of sufficient duration, where unusual expenditures are necessary to supply service because of location, size or character of installation, or where area requirements of regulatory bodies may control, the Customer or Customers shall make arrangements satisfactory to Company dependent upon the particular conditions of each situation.

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35. **Alteration of Facilities:** Company will, at its discretion, alter, relocate, convert to underground, or remove Company's facilities as may be requested in writing by Customer. Customer shall pay Company for all costs, except as limited below, associated with such alteration, relocation, conversion to underground, or removal including any new facilities required to provide service after the alteration, relocation, conversion, or removal.

Customers requesting the alteration, relocation, conversion, or removal shall pay the estimated cost for the change, less salvage, of the facilities required to effect such change prior to Company committing funds for the work. Where the actual cost is different from the estimated cost upon which the advance payment was based, as determined upon completion of the requested alteration, relocation, or removal, Company will refund any excess payment made by Customer or render a bill for any additional amount due. However, where Company's estimated cost is less than \$5,000, and actual cost exceeds such estimate, the additional amount due by Customer shall not exceed 15 percent of the estimate, regardless of the amount of actual cost.

SECTION VI - METERING

36. **Installation:** Company shall furnish and install the necessary meter or meters, and Customer shall provide and maintain a location, free of expense and satisfactory to Company, all in accordance with Company's Metering Standards.

37. **Evidence of Consumption:** Unless proven to be inaccurate, the registration of Company's meter shall be accepted and received at all times and places as prima facie evidence of the amount of power and energy taken by Customer.

38. **Tests:** Company tests its meters and maintains their accuracy of registration in accordance with good practice. On request of Customer, Company will make a special test which will be done at the expense of the Company. If the Customer requests another test before the expiration of a twelve-month period, the Customer shall bear the cost of the test if the meter is found to be in error by less than 2%, fast or slow. The average registration accuracy of a meter is taken as the mean of full load (100% of rated load) accuracy, and light load (5-10% of rated load) accuracy. At Company's discretion, tests may be made under average load conditions.

SECTION VII - PARALLEL GENERATION

39. **Design:** Customer's electric generating equipment shall be designed (1) to operate in synchronization with Company's system and (2) to automatically disconnect the facility from Company's system in the event Company's system becomes de-energized unless by mutual agreement between the Customer and Company. All synchronizing and protective devices to accomplish this mode of operation shall be provided and maintained by Customer.

40. **Disconnection:** Customer shall provide and maintain a manual, lockable disconnect switch providing a visible open and capable of isolating the Customer's generator from the

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Company's electrical system. This disconnect switch shall be readily accessible to Company personnel at all times, shall include a provision for padlocking it in the open position, and shall meet all other reasonable requirements established by Company.

41. **Customer Responsibility:** Customer shall pay for the cost of rebuilding and/or modifying Company facilities to provide adequate capacity for the parallel generation system and adequate protection for the Company's electrical system.

Customer shall be subject to the State of Minnesota Distributed Energy Resources Interconnection Process and Minnesota Distributed Energy Resource Technical Interconnection and Interoperability Requirements or the most recent version of Minnesota's interconnection standards. Copies of such standards shall be made available to Customer upon request and are available at www.mnpower.com.

SECTION VIII - BILLING

42. **Billing Periods:** Bills ordinarily are rendered regularly at monthly intervals, but may be rendered more or less frequently at Company's option. Non-receipt of bills by Customer does not release or diminish the obligation of Customer with respect to payment thereof.

43. **Separate Billing for Each Point of Delivery:** At each point of delivery the use of service is metered separately for each Customer served. Whenever for any reason Company furnishes two or more meter installations for a single Customer, or supplies service under a Rate Schedule which does not require a meter, each point of metering and/or point of delivery where no meter is required is considered as a separate service. A separate Service Agreement is required, and bills are separately calculated, for each such separate service, except where Company may, under special circumstances, waive this requirement.

44. **Adjustment for Inaccurate Meter Registration:**

Meter too fast or too slow: In the event that any routine or special test of a Company meter discloses its average accuracy of registration to be in error by more than 2%, fast or slow, Company will refund the overcharge for a fast meter or charge for electricity consumed, but not included in the bills previously rendered for a slow meter. The refund or charge for both fast and slow meters will be based on corrected meter readings for a period equal to one-half the time elapsed since the last previous test but not to exceed six (6) months, unless it can be established that the error was due to some cause, the date of which can be fixed with reasonable certainty, in which case the refund or charge will be computed to that date, but in no event for a period longer than one (1) year.

Whenever any bill or bills have been adjusted or corrected as provided above, the Company will refund to existing Customer any amount due when the amount due exceeds one (\$1) dollar or to previous Customer any amount due when the amount due exceeds two (\$2)

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dollars or Company will bill Customer for any amount owed when the amount owed exceeds ten (\$10) dollars, as the case may be.

Meter fails to register or registers intermittently: When the average error cannot be determined by test because the meter is not found to register or is found to register intermittently, the Company may charge for an estimated amount of electricity used, which shall be calculated by averaging the amounts registered over corresponding periods in previous years or in the absence of such information, over similar periods of known accurate measurement preceding or subsequent thereto, but in no event shall such charge be for a period longer than one year.

If a Customer has called to the Company's attention doubts as to the meter's accuracy and the Company has failed within a reasonable time to check it, there shall be no back billing for the period between the date of the Customer's notification and the date the meter was checked.

45. Late Payment Charge: Company shall assess a Late Payment Charge of 1-1/2% or \$1.00 per monthly billing period, whichever is greater, on that portion of a retail Customer's account representing charges for Company service(s) past due, if the unpaid balance exceeds \$10.00. All late payments received will be credited against the oldest outstanding account balance before the application of any Late Payment Charge. The unpaid Company account balance for a Customer under the Budget Billing Plan or another Company approved payment plan shall mean that the Company budget arrears balance and not the accumulated actual Company balance will be subject to a Late Payment Charge. No Late Payment Charge will be charged on the portion of the Company balance in dispute while dispute procedures are underway. A Late Payment Charge may be retroactively charged on the settled amount after dispute procedures are completed. At Company's discretion, any Late Payment Charge, or portion thereof, may be waived provided such waiver is consistent with the Minnesota Public Utilities Act.

A. Residential customer: A Late Payment Charge shall be added to any Company account for which payment is not received and credited by Company by the next scheduled billing date. Residential customer who qualifies for assistance under the Low Income Home Energy Assistance Program (LIHEAP) may request waiver of the Late Payment Charge on the "current bill" portion of each monthly bill. Self-qualification using LIHEAP income guidelines will be permitted for Senior Citizens at age 62 or older. Efforts will be made by Company to work with local governmental agencies to pre-qualify Customers where administratively feasible. Customer accounts must be re-qualified annually.

B. Nonresidential customer: A Late Payment Charge shall be added to any Company account for which bill payment is not received and credited by Company within fifteen (15) days from the current billing date.

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46. **Delinquent Bills:** Bills become delinquent if not paid on or before the past due date as shown on bill and service may be discontinued upon five (5) days written notice, excluding Sundays and legal holidays, to Customer after becoming delinquent. During the cold weather months, October 15 through April 15, service may be disconnected only as provided in section 60 and Minnesota Statutes, section 216B.096. For residential customers, such written notice of disconnection shall specify a disconnection date not earlier than the third working day after the next scheduled billing date.

47. **Unlawful Use of Service:** In any case of tampering with meter installation or interfering with the proper functioning thereof or any other unlawful use or diversion of service by any person, or evidence of any such tampering, interfering, unlawful use or service diversion, Customer is liable to immediate discontinuance of service, without notice, and to prosecution under applicable laws, and Company shall be entitled to collect from Customer at the appropriate rate for all power and energy not recorded on the meter by reason of such tampering, interfering, or other unlawful use or service diversion (the amount of which may be estimated by Company from the best available data), and also for all expenses incurred by the Company on account of such unauthorized act or acts.

48. **Charge for Restoring Service:** If service to Customer is discontinued by Company for valid cause, then before service is restored, Customer shall pay Company all permitted costs of discontinuing and restoring service. There will be no charge for reconnection when service has been discontinued in the event of a condition determined to be hazardous to Customer, to other Customers of Company, to Company's equipment, or to the public.

If Customer requests that service be discontinued and subsequently requests restoration of service at same premises within twelve (12) months of discontinuance, the charge for restoring service will be the sum of minimum bills during the elapsed period but not less than all costs of discontinuing and restoring service.

49. **Selection of Schedule:** The Company's Rate Schedules are designed for service supplied to Customer on a continuous annual basis. Customer may elect to take service under any of the Rate Schedules applicable to such service. Company will advise Customer of the Rate Schedules which, in its judgment, are best adapted to Customer's needs on an annual basis, but such advice must be based upon Customer's statements as to Customer's installation and requirements for service and Company assumes no responsibility for the selection of the Rate Schedule made by Customer. If Customer changes selection of a Rate Schedule, Customer may not go back to the previous Rate Schedule for a period of twelve (12) months; provided, however, that a Large Light and Power Customer whose normal monthly firm demand is below 10,000 kW shall be billed on the Large Power Service Schedule in months in which its measured demand, as adjusted for power factor, exceeds 10,000 kW, and shall go back to the Large Light and Power Service Schedule when its demand falls below 10,000 kW. Rules applicable to specific Rate Schedules shall apply when Customer desires service on other than a continuous annual basis, or the term of service provision of the Rate Schedule is greater than one (1) year.

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If, for any cause a Service Agreement is entered into in which is specified a Rate Schedule not applicable to the class of service taken, on discovery of the error all bills rendered during the preceding twelve (12) months will be recalculated in accordance with the properly applicable Rate Schedule and Company will refund to existing Customer any amount due, when the amount due exceeds one (\$1) dollar or to previous Customer any amount due, when the amount due exceeds two (\$2) dollars, or Company will bill Customer for any amount owed, when the amount owed exceeds ten (\$10) dollars, as the case may be. If the amount due Company is not paid within ten (10) days from presentation of bill, or Customer does not agree to payment over a reasonable period of time, or Customer fails to sign a new Service Agreement, Company may, after five (5) days written notice excluding Sundays and legal holidays, disconnect service.

50. **Proration of Bills:** Bills for energy used during a billing period that is longer or shorter than the normal billing period by more than five (5) days shall be prorated on a daily basis, but no billing will be made for three (3) or less days when no energy is used. However, in no event will the total length of service between initial and final service be taken as less than one (1) month.

No bill will be prorated for change in operating level within the billing period.

51. **Company Billing Errors:** When a Customer has been overcharged or undercharged as a result of incorrect reading of the meter, incorrect application of rate schedule, incorrect connection of the meter, application of an incorrect multiplier or constant or other similar reasons, the amount of the overcharge shall be refunded to the Customer or the amount of the undercharge may be billed to the Customer as detailed in Minnesota Administrative Rules 7820.3800 subparts 2 through 4.

A. **Remedy for overcharge.** If a Customer was overcharged, the Company shall calculate the difference between the amount collected for service rendered and the amount the Company should have collected for service rendered, plus interest up to a maximum of three years from the date of discovery. Interest will be calculated as prescribed by Minnesota Statutes, section 325E.02(b). If the recalculated amount indicates that more than \$1 is due an existing Customer or \$2 is due a person no longer a Customer of the Company, the full amount of the calculated difference between the amount paid and the recalculated amount shall be refunded to the Customer.

B. **Remedy for undercharge.** If a Customer was undercharged, the Company shall calculate the difference between the amount collected for service rendered and the amount the Company should have collected for service rendered, for the period beginning one year before the date of discovery. If the recalculated amount due the Company exceeds \$10, the Company may bill the Customer for the amount due. The Company must not bill any undercharge incurred after the date of a Customer inquiry or complaint if the Company failed to begin investigating the matter within a reasonable time and the inquiry or complaint ultimately resulted in the discovery of the undercharge.

C. **Exception if error date known.** If the date the error occurred can be fixed with reasonable certainty, the remedy shall be calculated on the basis of payments for service

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rendered after that date, but in no event for a period beginning more than three years before the discovery of an overcharge or one year before the discovery of an undercharge.

SECTION IX - DEPOSITS AND GUARANTEES

52. **When Required:** Company may require Customer to make a deposit or guarantee satisfactory to Company to secure the payment of bills as they become due. Specific conditions requiring deposits or guarantees are identified in Regulation 54. The amount of such deposit shall not exceed twice the average monthly bill of Customer as estimated by Company from Customer's statement in his or her application or as thereafter ascertained.

53. **When Refunded:** The deposit shall be refunded to Customer after twelve (12) consecutive months of prompt payment of all Company bills. Company may, at its option, refund the deposit by direct payment or as a credit on the bill. Upon termination of service, the deposit with accrued interest shall be credited to Customer's final bill and the balance, if any, shall be returned within forty-five (45) days to Customer with a written receipt as required under Minn. Stat. 325E.02(b).

54. **Interest on Deposits:** Interest shall be paid annually on all deposits at the rate specified by Minn. Stat. 325E.02(b) or other applicable laws of the State of Minnesota and will be applied against the electric service bill. Any unpaid interest at time of final settlement of Customer's accounts will be credited to Customer's accounts.

55. **Conditions Requiring a Deposit or Guarantee:** Company may require a deposit or guarantee of payment as condition of obtaining new service or continuing existing service under Minn. Rules Part 7820.4300, 7820.4400 or as may otherwise be provided below.

A. Customer has outstanding a prior utility service account with another electric or gas utility which at the time of request for service remains unpaid and not in dispute.

B. Information requested under Minn. Rules Part 7820.4300 or 7820.4400 is not provided within twenty (20) days of the request for service (except where Customer has sought but not yet received credit information from a prior utility).

C. Information provided pursuant to Minn. Rules Part 7820.4300 or 7820.4400 is determined to be false or erroneous.

56. **Conditional Service Prior to Establishment of Credit:** Conditional service shall be provided expeditiously upon receipt of an application for service, and for up to twenty (20) days until credit has been satisfactorily established. Conditional service may be disconnected immediately without notice if required information or a required deposit or guarantee has not been received twenty (20) days after Company's request.

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Approved by: Marcia A. Podratz
Marcia A. Podratz
Director - Rates

ELECTRIC SERVICE REGULATIONS of MINNESOTA POWER

SECTION X – COLD WEATHER RULE

57. **Applicability.** This section applies only to residential customers of the Company.
58. **Definitions.**
- A. The terms used in this section have the meanings given them in Minnesota Statute, 216B.096.
 - B. “Cold weather period” means the period from October 15 through April 15 of the following year.
 - C. “Customer” means a residential customer of the Company.
 - D. “Disconnection” means the involuntary loss of Company heating service as a result of a physical act by the Company to discontinue service. Disconnection includes installation of a service or load limiter or any device that limits or interrupts Company service in any way.
 - E. “Household income” means the combined income, as defined in Minnesota Statutes 290A.03, subdivision 3, of all residents of the Customer’s household, computed on an annual basis. Household income does not include any amount received for energy assistance.
 - F. “Reasonably timely payment” means payment within five working days of agreed-upon due dates.
 - G. “Reconnection” means the restoration of Company heating service after it has been disconnected. “Summary of rights and responsibilities” means a Commission-approved notice that contains, at a minimum, the following:
 - 1) an explanation of the provisions of subdivision 5;
 - 2) an explanation of no-cost and low-cost methods to reduce the consumption of energy;
 - 3) a third-party notice;
 - 4) ways to avoid disconnection;
 - 5) information regarding payment agreements;
 - 6) an explanation of the Customer’s right to appeal a determination of income by the Company and the right to appeal if the Company and the Customer cannot arrive at a mutually acceptable payment agreement, and a list of names and telephone numbers for county and local energy assistance, and weatherization providers in each county served by the Company.

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Director - Rates

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- H. "Third-party notice" means a commission-approved notice containing, at a minimum, the following information;
- 1) a statement that the Company will send a copy of any future notice of proposed disconnection of Company heating service to a third party designated by the residential customer;
 - 2) instructions on how to request this service; and
 - 3) a statement that the residential customer should contact the person the Customer intends to designate as the third-party's name.
- I. "Company" means Minnesota Power.
- J. "Company heating service" means natural gas or electricity used as a primary heating source, including electricity service necessary to operate gas heating equipment, for the Customer's primary residence.
- K. "Working days" means Mondays through Fridays, excluding legal holidays. The day of receipt of a personally served notice and the day of mailing a notice shall not be counted in calculating working days.

59. **Company obligations before cold weather period.** Each year, between September 1 and October 15, the Company must provide all Customers, personally or by first class mail, a summary of rights and responsibilities. The summary must also be provided to all new residential customers when service is initiated.

60. **Notice before disconnection during cold weather period.** Before disconnecting Company heating service during the cold weather period, the Company must provide, personally or by first class mail, a commission-approved notice to a Customer, in easy-to-understand language, that contains, at a minimum, the date of the scheduled disconnection, the amount due, and a summary of right and responsibilities.

61. **Cold Weather Rule**

- A. During the cold weather period, the Company may not disconnect and must reconnect Company heating service of a Customer whose household income is at or below 50 percent of the state median income if the Customer enters into and makes reasonably timely payments under a mutually acceptable payment agreement with the Company that is based on the financial resources and circumstances of the household; provided that, the Company may not require a Customer to pay more than ten percent of the household income toward current and past Company bills for Company heating service.
- B. The Company may accept more than ten percent of the household income as the payment arrangement amount if agreed to by the Customer

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- C. The Customer or a designated third party may request a modification of the terms of a payment agreement previously entered into if the Customer's financial circumstances have changed or the Customer is unable to make reasonably timely payments.
- D. The payment agreement terminates at the expiration of the cold weather period unless a longer period is mutually agreed to by the Customer and the Company
- E. The Company shall use reasonable efforts to restore service within 24 hours of an accepted payment agreement, taking into consideration Customer availability.

62. Verification of income

- A. In verifying a Customer's household income, the Company may:
 - 1. accept the signed statement of a Customer that the Customer is income eligible;
 - 2. obtain income verification from a local energy assistance provider or a government agency; consider one or more of the following:
 - i. the most recent income tax return filed by members of the Customer's household;
 - ii. for each employed member of the Customer's household, paycheck stubs for the last two months or a written statement from the employer reporting wages earned during the preceding two months;
 - iii. documentation that the Customer receives a pension from the Department of Human Services, the Social Security Administration, the Veteran's Administration, or other pension provider; a letter showing the Customer's dismissal from a job or other documentation of unemployment; or
 - iv. other documentation that supports the Customer's declaration of income eligibility.
- B. A Customer who receives energy assistance benefits under any federal, state or county government programs in which eligibility is defined as household income at or below 50 percent of state median income is deemed to be automatically eligible for protection under this section and no other verification of income may be required.

63. Prohibitions and requirements.

- A. Section 63 applies during the cold weather period.
- B. The Company may not charge a deposit or delinquency charge to a Customer who entered into a payment agreement or a Customer who has appealed to the Commission under Minnesota Statutes 216B.096 subdivision 8.
- C. The Company may not disconnect service during the following periods:

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- 1) during the pendency of any appeal under Minnesota Statutes 216B.096 subdivision 8;
 - 2) earlier than ten working days after the Company has deposited in first class mail, or seven working days after the Company has personally served, the notice required under Minnesota Statutes 216B.096 subdivision 4 to a Customer in an occupied dwelling;
 - 3) earlier than ten working days after the Company has deposited in first class mail the notice required under Minnesota Statutes 216B.096 subdivision 4 to the recorded billing address of the Customer, if the Company has reasonably determined from an on-site inspection that the dwelling is unoccupied; on a Friday, unless the Company makes personal contact with and offers a payment agreement consistent with this section to the Customer;
 - 4) on a Saturday, Sunday, holiday, or the day before the holiday;
 - 5) when Company offices are closed;
 - 6) when no Company personnel are available to resolve disputes, enter into payment agreements, accept payments, and reconnect service, or;
 - 7) when Commission offices are closed.
- D. The Company may not discontinue service until the Company investigates whether the dwelling is actually occupied. At a minimum, the investigation must include one visit by the Company to the dwelling during normal working hours. If no contact is made and there is reason to believe that the dwelling is occupied, the Company must attempt a second contact during non-business hours. If personal contact is made, the Company representative must provide notice required under Minnesota Statutes 216B.096 subdivision 4 and, if the Company representative is not authorized to enter into a payment agreement, the telephone number the Customer can call to establish a payment agreement.
- E. The Company must reconnect Company service if, following disconnection, the dwelling is found to be occupied and the Customer agrees to enter into a payment agreement or appeals to the commission because the Customer and the Company are unable to agree on a payment agreement.
64. **Disputes, Customer appeals.**
- A. The Company must provide the Customer and any designated third party with a Commission-approved written notice of the right to appeal:
 - 1) the Company determination that the Customer's household income is more than 50 percent of state median household income; or
 - 2) when the Company and Customer are unable to agree on the establishment or modification of a payment agreement.
 - B. A Customer's appeal must be filed with the Commission no later seven working days after the Customer's receipt of a personally served appeal

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notice, or within ten working days after the Company has deposited a first class mail appeal notice.

- C. The Commission must determine all Customer appeals on an informal basis, within 20 working days of receipt of a Customer's written appeal. In making its determination, the Commission must consider one or more of the factors in Minnesota Statutes 216B.096 subdivision 6.
- D. Notwithstanding any other law, following an appeals decision adverse to the Customer, the Company may not disconnect Company heating service for seven working days after the Company has personally served a disconnection notice, or for ten working days after the Company has deposited a first class mail notice. The notice must contain, in easy-to-understand language, the date on or after which disconnection will occur, the reason for disconnection, and ways to avoid disconnection.

65. **Customers above 50 percent of state median income.** During the cold weather period, a Customer whose household income is above 50 percent of state median income:

- A. has the right to a payment agreement that takes into consideration the Customer's financial circumstances and any other extenuating circumstances of the household; and
- B. may not be disconnected and must be reconnected if the Customer makes timely payments under a payment agreement accepted by the Company.

SECTION XI – RESIDENTIAL CUSTOMER PROTECTIONS

66. **Applicability.** The provisions of this section apply to residential customers of the Company

67. **Budget billing plans.** The Company shall offer a Customer a budget billing plan for payment of charges for service, including adequate notice to Customer prior to changing budget payment amounts.

68. **Payment agreements.** The Company shall offer a payment agreement for the payment of arrears. Payment agreements must consider a Customer's financial circumstances and any extenuating circumstances of the household. No additional service deposit may be charged as a consideration to continue service to a Customer who has entered and is reasonably on time under an accepted payment agreement.

69. **Undercharges.**

- A. In compliance with Minnesota Statutes 216B.098, the Company shall offer a payment agreement to Customers who have been undercharged if no culpable conduct by the Customer or resident of the Customer's household caused the undercharge. The agreement must cover a period equal to the

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time over which the undercharge occurred or a different time period that is mutually agreeable to the Customer and the Company, except that the duration of a payment agreement offered by the Company to a Customer whose household income is at or below 50 percent of state median household income must consider the financial circumstances of the Customer's household.

- B. No interest or delinquency fee may be charged as part of an undercharge agreement under this subdivision.
- C. If a Customer inquiry or complaint results in the Company's discovery of the undercharge, the Company may bill for the undercharges incurred after the date of the inquiry or complaint only if the Company began investigating the inquiry or complaint within a reasonable time after it was made.

70. **Medically necessary equipment.** The Company shall reconnect or continue service to a Customer's residence where a medical emergency exists or where medical equipment requiring electricity necessary to sustain life is in use, provided that the Company receives from a medical doctor written certification, or initial certification by telephone and written certification within five business days, that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the Customer's household. The Customer must enter into a payment agreement.

71. **Commission authority.** In addition to any other authority, the Commission has the authority to resolve Customer complaints against the Company, whether or not the complaint involves a violation of this Chapter 216B of Minnesota Statutes. The Commission may delegate this authority to commission staff as it deems appropriate.

SECTION XII - MISCELLANEOUS REGULATIONS

72. **Conflicts:** In case of conflict between any provision of these approved Service Regulations, Customer's Service Agreement or a Rate Schedule, the provision of the Service Agreement takes precedence, followed by the provision of the Rate Schedule. The Customer's Service Agreement will identify all such conflicts with the service Regulations or Rate Schedule.

73. **Franchise Limitations:** All Service Agreements are subject to existing franchise limitations.

74. **Franchise Fees Notification:** The Company will notify the Minnesota Public Utilities Commission of any new, renewed, expired, or changed fee, authorized by Minn. Stat. § 216B.36 to raise revenue, at least 60 days prior to its implementation. If the Company receives less than 60 days' notice of a repealed or reduced fee from a city, the Company will notify the Minnesota Public Utilities Commission within 10 business days of receiving notice. Notification to the Minnesota Public Utilities Commission will include a copy of the relevant franchise fee ordinance, or other operative document authorizing imposition of, or change in, the fee.

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75. **Franchise Fees Customer Notification:** The following language will be included with the first customer bills on which a new or amended franchise fee is collected:

The City of _____ granted Minnesota Power a franchise to operate within the City limits. An electric franchise fee of (_____% OF GROSS REVENUES or \$_____ PER METER or \$_____ PER KWH) will be imposed on customers effective MM/DD/YYYY. The line item appears on your bills as "_____Franchise Fee." Minnesota Power remits 100% of this fee to the City of _____.

76. **Regulation and Jurisdiction:** Electric service shall be available from Company at the rates and under the terms and conditions set forth in the currently applicable Rate Schedule or other superseding Rate Schedules in effect from time to time. All the rates and regulations referred to herein are subject to amendment and change by Company. Any such amendments or changes may be subject to acceptance or approval by any regulatory body having jurisdiction thereof.

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STATE OF MINNESOTA)
) ss
COUNTY OF ST. LOUIS)

AFFIDAVIT OF SERVICE VIA
ELECTRONIC FILING

Susan Romans, of the City of Duluth, County of St. Louis, State of Minnesota, says that on the **13th** day of **November, 2018** she served Minnesota Power’s Compliance Filing in **Docket No. E-999/CI-16-521** to the Minnesota Public Utilities Commission and the Energy Resources Division of the Minnesota Department of Commerce via electronic filing. The persons on E-Docket’s Official Service List for this Docket were served as requested.



Susan Romans

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| Katelyn | Frye | kfrye@mnpower.com | Minnesota Power | 30 W Superiot St Duluth, MN 558022093 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Hal | Galvin | halgalvin@comcast.net | Provectus Energy Development llc | 1936 Kenwood Parkway Minneapolis, MN 55405 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Elaine | Garry | egarry@peoplesrec.com | Peoples Energy Cooperative | 1775 Lake Shady Ave S Oronoco, MN 55960-2351 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Edward | Garvey | garveyed@aol.com | Residence | 32 Lawton St Saint Paul, MN 55102 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Allen | Gleckner | gleckner@fresh-energy.org | Fresh Energy | 408 St. Peter Street Ste 220 Saint Paul, Minnesota 55102 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Nitzan | Goldberger | n.goldberger@energystorage.org | Energy Storage Association | 1800 M Street NW Suite 400S Washington, DC 20036 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Sarah | Groebner | sgroebner@redwoodelectric.com | Redwood Electric Cooperative | 60 Pine St Clements, MN 56224 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Timothy | Gulden | info@winonarenewableenergy.com | Winona Renewable Energy, LLC | 1449 Ridgewood Dr Winona, MN 55987 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|------------|------------------------------------|------------------------------------|--|--------------------|-------------------|--|
| Tom | Guttormson | Tom.Guttormson@connexusenergy.com | Connexus Energy | 14601 Ramsey Blvd Ramsey, MN 55303 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Tony | Hainault | anthony.hainault@co.hennepin.mn.us | Hennepin County DES | 701 4th Ave S Ste 700 Minneapolis, MN 55415-1842 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| James | Haler | jhaler@southcentralelectric.com | South Central Electric Association | 71176 Tiell Dr P. O. Box 150 St. James, MN 56081 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Laura | Hannah | hannah@fresh-energy.org | Fresh Energy | 408 St. Peter Street Ste 220 St. Paul, MN 55102 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Donald | Hanson | dfhanson@ieee.org | Solar Photovoltaic Systems | P. O. Box 44579 Eden Prairie, MN 55344 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| John | Harlander | john.c.harlander@xcelenergy.com | Xcel Energy | N/A | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Duane | Hebert | duane.hebert@novelenergy.biz | Novel Energy Solutions | 1628 2nd Ave SE Rochester, MN 55904 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Kimberly | Hellwig | kimberly.hellwig@stoel.com | Stoel Rives LLP | 33 South Sixth Street Suite 4200 Minneapolis, MN 55402 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jared | Hendricks | hendricksj@owatonnautilities.com | Owatonna Public Utilities | PO Box 800 208 S Walnut Ave Owatonna, MN 55060-2940 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Annete | Henkel | mui@mutilityinvestors.org | Minnesota Utility Investors | 413 Wacouta Street #230 St.Paul, MN 55101 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-----------|-------------------------------|--|--|--------------------|-------------------|---|
| Ryan | Hentges | ryanh@mvec.net | Minnesota Valley Electric Cooperative | 125 Minnesota Valley Electric Dr Jordan, MN 55352 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Carrie | Hitt | carrie.hitt@nexteraenergy.com | NextEra Energy Resources | 700 Universe Blvd Juno, CA 33408 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Ronald | Horman | rhorman@redwoodelectric.com | Redwood Electric Cooperative | 60 Pine Street Clements, MN 56224 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Lori | Hoyum | lhoyum@mnpower.com | Minnesota Power | 30 West Superior Street Duluth, MN 55802 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jan | Hubbard | jan.hubbard@comcast.net | | 7730 Mississippi Lane Brooklyn Park, MN 55444 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Dean | Hunter | Dean.Hunter@state.mn.us | Minnesota Department of Labor & Industry | 443 Lafayette Rd N St. Paul, MN 55155-4341 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Barb | Jacobs | jaco0270@umn.edu | University of Minnesota | Institute on the Environment , | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Casey | Jacobson | cjacobson@becp.com | Basin Electric Power Cooperative | 1717 East Interstate Avenue Bismarck, ND 58501 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Ralph | Jacobson | ralphj@ips-solar.com | | 2126 Roblyn Avenue Saint Paul, Minnesota 55104 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| John S. | Jaffray | jjaffray@jrpowers.com | JJR Power | 350 Highway 7 Suite 236 Excelsior, MN 55331 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|------------------|--|-------------------------------------|--|--------------------|-------------------|--|
| Robert | Jagusch | rjagusch@mmua.org | MMUA | 3025 Harbor Lane N Minneapolis, MN 55447 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Chris | Jarosch | chris@carrcreekelectricser vice.com | Carr Creek Electric Service, LLC | 209 Sommers Street North Hudson, WI 54016 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Sarah | Johnson Phillips | sarah.phillips@stoel.com | Stoel Rives LLP | 33 South Sixth Street Suite 4200 Minneapolis, MN 55402 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Nate | Jones | njones@hcpd.com | Heartland Consumers Power | PO Box 248 Madison, SD 57042 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Mahmoud | Kabalan, PhD | mahmoud.kabalan@stthom as.edu | | Mail OSS 100 2115 Summit Ave Saint Paul, MN 55105 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Camille | Kadoch | ckadoch@raponline.org | Regulatory Assistance Project | 50 State Street Suite 3 Montpelier, VT 05602 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Michael | Kampmeyer | mkampmeyer@a-e- group.com | AEG Group, LLC | 260 Salem Church Road Sunfish Lake, Minnesota 55118 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Kevin | Keene | kevin.keene@cummins.co m | | N/A | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jack | Kegel | jkegel@mmua.org | MMUA | 3025 Harbor Lane N Suite 400 Plymouth, MN 55447-5142 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Tam | Kemabonta | kema4033@stthomas.edu | | 2115 Summit Avenue Saint Paul, MN 55105 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-----------|-------------------------|---------------------------------------|--|--------------------|-------------------|--|
| Julie | Ketchum | N/A | Waste Management | 20520 Keokuk Ave Ste 200 Lakeville, MN 55044 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| Tom | Key | tkey@epri.com | EPRI | 942 Corridor Park Blvd Knoxville, TN 37932 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Ted | Kjos | tkjos@mienergy.coop | MiEnergy Cooperative | 31110 Cooperative Way Rushford, MN 55971 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Madeleine | Klein | mklein@socoreenergy.com | SoCore Energy | 225 W Hubbard St Ste 200 Chicago, IL 60654 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| Brad | Klein | bklein@elpc.org | Environmental Law & Policy Center | 35 E. Wacker Drive, Suite 1600 Suite 1600 Chicago, IL 60601 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Frank | Kornbaum | fkornbaum@mnpower.com | Minnesota Power | 30 West Superior St Duluth, MN 55802 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Steve | Korstad | | Korridor Capital Investments, LLC | 20 Red Fox Road St. Paul, MN 551276331 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| Steve | Kosbab | skosbab@meeker.coop | Meeker Cooperative Light and Power | 1725 US Hwy 12 E Litchfield, MN 55355 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jon | Kramer | sundialjon@gmail.com | Sundial Solar | 3209 W 76th St Edina, MN 55435 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
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| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-----------|----------------------------|---|--|--------------------|-------------------|--|
| Michael | Krause | michaelkrause61@yahoo.com | Kandiyo Consulting, LLC | 433 S 7th Street Suite 2025 Minneapolis, Minnesota 55415 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Michael | Krikava | mkrikava@briggs.com | Briggs And Morgan, P.A. | 2200 IDS Center 80 S 8th St Minneapolis, MN 55402 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jeffrey L. | Landsman | jlandsman@wheelerlaw.com | Wheeler, Van Sickle & Anderson, S.C. | 44 E. Mifflin Street, 10th Floor Madison, WI 53703 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Douglas | Larson | dlarson@dakotaelectric.com | Dakota Electric Association | 4300 220th St W Farmington, MN 55024 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Joel | Larson | jl Larson@minnkota.com | Minnkota Power Cooperative, Inc. | 1822 Mill Road Grand Forks, ND 58203 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| Mark | Larson | mlarson@meekeer.coop | Meekeer Coop Light & Power Assn | 1725 Highway 12 E Ste 100 Litchfield, MN 55355 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Burnell | Lauer | blauer.sundial@gmail.com | Sundial Solar | 3209 W. 76th St #305 Edina, MN 55435 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Dean | Leischow | dean@sunrisenrg.com | Sunrise Energy Ventures | 315 Manitoba Ave Wayzata, MN 55391 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Nick | Lenssen | lenssen.nick@gmail.com | | 1195 Albion Way Boulder, CO 80305 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
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| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|---------------|--------------------------------------|--|---|--------------------|-------------------|--|
| Annie | Levenson Falk | annief@cupminnesota.org | Citizens Utility Board of Minnesota | 332 Minnesota Street, Suite W1360 St. Paul, MN 55101 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Amy | Liberkowski | amy.a.liberkowski@xcelen ergy.com | Xcel Energy | 414 Nicollet Mall 7th Floor Minneapolis, MN 554011993 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Carl | Linville | clinville@raponline.org | Regulatory Assistance Project | 50 State Street Suite #3 Montpelier, VT 05602 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Phillip | Lipetsky | greenenergyproductsllc@g mail.com | Green Energy Products | PO Box 108 Springfield, MN 56087 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Michael | Loeffler | mike.loeffler@nngco.com | Northern Natural Gas Co. | CORP HQ, 714 1111 So. 103rd Street Omaha, NE 681241000 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| William | Lovelace | wlovelace@minnkota.com | Minnkota Power Cooperative | 1822 Mill Rd Grand Forks, ND 58203 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Liz | Lucente | llucente@mNSEIA.org | MnSEIA | 2512 33rd Ave So #2 Minneapolis, MN 55406 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Brian | Lydic | brian@irecusa.org | Interstate Renewable Energy Council, Inc. | PO Box 1156 Latham, NY 12110-1156 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Richard | Macke | macker@powersystem.org | Power System Engineering, Inc. | 10710 Town Square Dr NE Ste 201 Minneapolis, MN 55449 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| | | | | | | | |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|------------|-----------------------------|---|--|--------------------|-------------------|--|
| Alex | Magerko | amagerko@epri.com | EPRI | 942 Corridor Park Blvd Knoxville, TN 37932 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Pam | Marshall | pam@energycents.org | Energy CENTS Coalition | 823 7th St E St. Paul, MN 55106 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Ralph | Martin | rmartin@stearnselectric.org | Stearns Cooperative Electric Association | PO Box 40 Melrose, MN 56352 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Michael | McCarty | mmccarty@solarcity.com | Energy Freedom Coalition | 3055 Clearview Way San Mateo, CA 94402 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| Erica | McConnell | mcconnell@smwlaw.com | Shute, Mihaly & Weinberger LLP | 396 Hayes St San Francisco, California 94102-4421 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Sara G | McGrane | smcgrane@felhaber.com | Felhaber Larson | 220 S 6th St Ste 2200 Minneapolis, MN 55420 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Natalie | McIntire | natalie.mcintire@gmail.com | Wind on the Wires | 570 Asbury St Ste 201 Saint Paul, MN 55104-1850 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Dave | McNary | David.McNary@hennepin.us | Hennepin County DES | 701 Fourth Ave S Ste 700 Minneapolis, MN 55415-1842 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| John | McWilliams | jmm@dairy.net | Dairyland Power Cooperative | 3200 East Ave SPO Box 817 La Crosse, WI 54601-7227 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Thomas | Melone | Thomas.Melone@AllcoUS.com | Minnesota Go Solar LLC | 222 South 9th Street Suite 1600 Minneapolis, Minnesota 55120 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-------------|-----------------------------|--------------------------------------|--|--------------------|-------------------|---|
| Tim | Mergen | tmergen@meeker.coop | Meeker Cooperative Light And Power | 1725 US Hwy 12 E. Suite 100 PO Box 68 Litchfield, MN 55355 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Alan | Miller | N/A | | 2210 20th St NE Stewartville, MN 55976 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| Stacy | Miller | stacy.miller@state.mn.us | Department of Commerce | State Energy Office 85 7th Place East, Suite 500 St. Paul, MN 55101 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Darrick | Moe | darrick@mrea.org | Minnesota Rural Electric Association | 11640 73rd Ave N Maple Grove, MN 55369 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| David | Moe | momentums@aol.com | | 2825 28th Ave S Minneapolis, MN 55406 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| David | Moeller | dmoeller@allete.com | Minnesota Power | 30 W Superior St Duluth, MN 558022093 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Dalene | Monsebroten | dalene@mncable.net | Northern Municipal Power Agency | 123 2nd St W Thief River Falls, MN 56701 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Michael | Monsrud | mmonsrud@itasca-mantrap.com | Itasca-Mantrap Coop. Electric Assn. | PO Box 192 Park Rapids, MN 56470 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Andrew | Moratzka | andrew.moratzka@stoel.com | Stoel Rives LLP | 33 South Sixth St Ste 4200 Minneapolis, MN 55402 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| | | | | | | | |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-----------|----------------------------------|--|--|--------------------|-------------------|--|
| Martin | Morud | mmorud@trunorthsolar.com | Tru North Solar | 5115 45th Ave S Minneapolis, MN 55417 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Michael | Murtaugh | mmurtaugh@fmcs.coop | Freeborn-Mower Cooperative Services | 2501 Main Street East Albert Lea, MN 56007 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Ben | Nelson | benn@cmpasgroup.org | CMMPA | 459 South Grove Street Blue Earth, MN 56013 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Tony | Nelson | tnelson@itasca-mantrap.com | Itasca-Mantrap Coop. Electric Assn. | PO Box 192 Park Rapids, MN 56470 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| David | Niles | david.niles@avantenergy.com | Minnesota Municipal Power Agency | 220 South Sixth Street Suite 1300 Minneapolis, Minnesota 55402 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Will | Nissen | nissen@fresh-energy.org | Fresh Energy | 408 St. Peter Street Ste 220 Saint Paul, MN 55102 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Michael | Noble | noble@fresh-energy.org | Fresh Energy | Hamm Bldg., Suite 220 408 St. Peter Street St. Paul, MN 55102 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Rolf | Nordstrom | rnordstrom@gpisd.net | Great Plains Institute | 2801 21ST AVE S STE 220 Minneapolis, MN 55407-1229 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Samantha | Norris | samanthanorris@alliantenergy.com | Interstate Power and Light Company | 200 1st Street SE PO Box 351 Cedar Rapids, IA 524060351 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|----------------|-----------|---------------------------------|--|--|--------------------|-------------------|---|
| Timothy | O'Leary | toleary@llec.coop | Lyon-Lincoln Electric Cooperative, Inc | P.O. Box 639 Tyler, MN 561780639 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jeff | O'Neill | jeff.oneill@ci.monticello.mn.us | City of Monticello | 505 Walnut Street Suite 1 Monticello, Minnesota 55362 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Russell | Olson | rolson@hcpd.com | Heartland Consumers Power District | PO Box 248 Madison, SD 570420248 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Wendi | Olson | wolson@otpc.com | Otter Tail Power Company | 215 South Cascade Fergus Falls, MN 56537 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Bethany | Owen | bowen@mnpower.com | Minnesota Power | 30 West Superior Street Duluth, MN 55802 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Dan | Patry | dpatry@sunedison.com | SunEdison | 600 Clipper Drive Belmont, CA 94002 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jeffrey C | Paulson | jeff.jcplaw@comcast.net | Paulson Law Office, Ltd. | 4445 W 77th Street Suite 224 Edina, MN 55435 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Dean | Pawlowski | dpawlowski@otpc.com | Otter Tail Power Company | PO Box 496 215 S. Cascade St. Fergus Falls, MN 565370496 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Elizabeth Toba | Pearlman | epearlman@solarcity.com | Energy Freedom Coalition | 3055 Clearview Way San Mateo, CA 94402 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| Susan | Peirce | Susan.Peirce@state.mn.us | Department of Commerce | 85 Seventh Place East St. Paul, MN 55101 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|------------|------------------------------------|--------------------------------------|--|--------------------|-------------------|---|
| Joyce | Peppin | joyce@mrea.org | Minnesota Rural Electric Association | 11640 73rd Ave N Maple Grove, MN 55369 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Mary Beth | Peranteau | mperanteau@wheelerlaw.com | Wheeler Van Sickle & Anderson SC | 44 E. Mifflin Street, 10th Floor Madison, WI 53703 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jeff M | Peters | jeff.peters@mrenergy.com | Missouri River Energy Services | 3724 W Avera Dr PO Box 88920 Sioux Falls, MN 57109-8920 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Donna | Pickard | dpickardgsss@gmail.com | Genie Solar Support Services | 1215 Lilac Lane Excelsior, MN 55331 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Mike | Pontius | mpontius@mnpower.com | Minnesota Power | 30 W Superior St Duluth, MN 55802-2093 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| David G. | Prazak | dprazak@otpc.com | Otter Tail Power Company | P.O. Box 496 215 South Cascade Street Fergus Falls, MN 565380496 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Gayle | Prest | gayle.prest@minneapolisn.gov | City of Mpls Sustainability | 350 South 5th St, #315 Minneapolis, MN 55415 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Gregory | Randa | granda@lakecountrypower.com | Lake Country Power | 2810 Elida Drive Grand Rapids, MN 55744 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Mark | Rathbun | mrathbun@grenergy.com | Great River Energy | 12300 Elm Creek Blvd Maple Grove, MN 55369 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Michael | Reinertson | michael.reinertson@avantenergy.com | Avant Energy | 220 S. Sixth St. Ste 1300 Minneapolis, Minnesota 55402 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-------------|------------------------------|--|--|--------------------|-------------------|--|
| John C. | Reinhardt | | Laura A. Reinhardt | 3552 26Th Avenue South Minneapolis, MN 55406 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| Kevin | Reuther | kreuther@mncenter.org | MN Center for Environmental Advocacy | 26 E Exchange St, Ste 206 St. Paul, MN 551011667 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Darla | Ruschen | d.ruschen@bcrea.coop | Brown County Rural Electric Assn. | PO Box 529 24386 State Highway 4 Sleepy Eye, MN 56085 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Craig | Rustad | crustad@minnkota.com | Minnkota Power | 1822 Mill Road PO Box 13200 Grand Forks, ND 582083200 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Robert K. | Sahr | bsahr@eastriver.coop | East River Electric Power Cooperative | P.O. Box 227 Madison, SD 57042 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Richard | Savelkoul | rsavelkoul@martinsquires.com | Martin & Squires, P.A. | 332 Minnesota Street Ste W2750 St. Paul, MN 55101 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Larry L. | Schedin | Larry@LLSResources.com | LLS Resources, LLC | 332 Minnesota St, Ste W1390 St. Paul, MN 55101 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Kenric | Scheevel | kjs@dairy.net | Dairyland Power Cooperative | 3200 East Avenue South PO Box 817 La Crosse, Wisconsin 54602 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jacob J. | Schlesinger | jschlesinger@kfwlaw.com | Keyes & Fox LLP | 1580 Lincoln St., Suite 880 Denver, CO 80203 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| | | | | | | | |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|-------------|---------------|---------------------------------|--|--|--------------------|-------------------|--|
| Jeff | Schoenecker | jschoenecker@dakotaelectric.com | Dakota Electric Association | 4300 220th Street W Farmington, MN 55024 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Christopher | Schoenherr | cp.schoenherr@smmpa.org | SMMPA | 500 First Ave SW Rochester, MN 55902-3303 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Ronald J. | Schwartau | rschwartau@noblesce.com | Nobles Cooperative Electric | 22636 U.S. Hwy. 59 Worthington, MN 56187 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Rob | Scott Hovland | rob.scott-hovland@mrenergy.com | Missouri River Energy Services | 3724 W Avera Dr PO Box 88920 Sioux Falls, SD 571098920 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Dean | Sedgwick | N/A | Itasca Power Company | PO Box 43 Spring Lake, MN 56680 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| David | Shaffer | shaff081@gmail.com | Minnesota Solar Energy Industries Project | 1005 Fairmount Ave Saint Paul, MN 55105 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Doug | Shoemaker | dougs@mnRenewables.org | Minnesota Renewable Energy | 2928 5th Ave S Minneapolis, MN 55408 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Esther | Simon | esimon@itasca-mantrap.com | Itasca-Mantrap Cooperative | PO Box 192 Park Rapids, MN 56470 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Mrg | Simon | mrgsimon@mrenergy.com | Missouri River Energy Services | 3724 W. Avera Drive P.O. Box 88920 Sioux Falls, SD 571098920 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Felicia | Skaggs | fskaggs@meeker.coop | Meeker Cooperative Light & Power | 1725 US Highway 12 E Suite 100 Litchfield, MN 55355 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|-------------|-----------------------------------|--|--|--------------------|-------------------|--|
| Glen | Skarbakka | glen@s-pllc.com | Skarbakka PLLC | 5411 Bartlett Blvd Mound, MN 55364 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Trevor | Smith | trevor.smith@avantenergy.com | Avant Energy, Inc. | 220 South Sixth Street Suite 1300 Minneapolis, Minnesota 55402 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Rafi | Sohail | rafi.sohail@centerpointenergy.com | CenterPoint Energy | 800 LaSalle Avenue P.O. Box 59038 Minneapolis, MN 554590038 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Beth H. | Soholt | bsoholt@windonthewires.org | Wind on the Wires | 570 Asbury Street Suite 201 St. Paul, MN 55104 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Marcia | Solie | m.solie@bcrea.coop | Brown County Rural Electric Assn. | 24386 State Hwy. 4, PO Box 529 Sleepy Eye, Minnesota 56085 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Robyn | Sonstegard | robynnsec@wiktel.com | North Star Electric Cooperative, Inc. | PO Box 719 441 State Hwy 172 NW Baudette, MN 56623 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Sky | Stanfield | stanfield@smwlaw.com | Shute, Mihaly & Weinberger | 396 Hayes Street San Francisco, CA 94102 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Mike | Steckelberg | msteckelberg@greenergy.com | Great River Energy | 12300 Elm Creek Boulevard Maple Grove, MN 553694718 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| David | Strom | N/A | MN Conservative Energy Forum | 235 E 6th St Fifth Floor St. Paul, MN 55101 | Paper Service | No | OFF_SL_16-521_Official Service List PUC |
| | | | | | | | |

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|------------|-------------|---------------------------------|---|---|--------------------|-------------------|--|
| Eric | Swanson | eswanson@winthrop.com | Winthrop & Weinstine | 225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Sherry | Swanson | sswanson@noblesce.com | Nobles Cooperative Electric | 22636 US Highway 59 PO Box 788 Worthington, MN 56187 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Thomas P. | Sweeney III | tom.sweeney@easycleanenergy.com | Clean Energy Collective | P O Box 1828 Boulder, CO 80306-1828 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Bryant | Tauer | btauer@whe.org | Wright-Hennepin | 6800 Electric Dr Rockford, MN 55373 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Steve | Thompson | stevet@cmpasgroup.org | Central Minnesota Municipal Power Agency | 459 S Grove St Blue Earth, MN 56013-2629 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Daniel | Tonder | d.tonder@mnpower.com | Minnesota Power | PO Box 60 Little Falls, MN 56345 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Pat | Treseler | pat.jcplaw@comcast.net | Paulson Law Office LTD | 4445 W 77th Street Suite 224 Edina, MN 55435 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jeff | Triplett | triplettj@powersystem.org | MREA | 10710 Town Square Dr NW St 201 Minneapolis, MN 55449 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Adam | Tromblay | atromblay@noblesce.com | Nobles Cooperative Electric | 22636 US Hwy. 59 P.O. Box 788 Worthington, MN 56187-0788 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Lise | Trudeau | lise.trudeau@state.mn.us | Department of Commerce | 85 7th Place East Suite 500 Saint Paul, MN 55101 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

| First Name | Last Name | Email | Company Name | Address | Delivery Method | View Trade Secret | Service List Name |
|------------|------------|---------------------------------|---|--|--------------------|-------------------|--|
| Craig | Turner | cturner@dakotaelectric.com | Dakota Electric Association | 4300 - 220th Street West Farmington, MN 550249583 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Alan | Urban | alan.m.urban@xcelenergy.com | Xcel Energy | N/A | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Sam | Villella | sdvillella@gmail.com | | 10534 Alamo Street NE Blaine, MN 55449 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Sarah | Walinga | swalinga@solarcity.com | Energy Freedom Coalition | 3055 Clearview Way San Mateo, MN 94402 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Robert | Walsh | bwalsh@mnvalleyrec.com | Minnesota Valley Coop Light and Power | PO Box 248 501 S 1st St Montevideo, MN 56265 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Roger | Warehime | warehimer@owatonnautilities.com | Owatonna Public Utilities | 208 South WalnutPO Box 800 Owatonna, MN 55060 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Jenna | Warmuth | jwarmuth@mnpower.com | Minnesota Power | 30 W Superior St Duluth, MN 55802-2093 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Elizabeth | Wefel | eawefel@flaherty-hood.com | Flaherty & Hood, P.A. | 525 Park St Ste 470 Saint Paul, MN 55103 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| John | Williamson | John.Williamson@state.mn.us | Minnesota Department of Labor and Industry | 443 Lafayette Rd N St. Paul, MN 55155-4341 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Danielle | Winner | danielle.winner@state.mn.us | Department of Commerce | 85 7th Place East Suite 500 Saint Paul, MN 55101 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |

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|------------|-----------|-------------------------------|---------------------------------------|---|--------------------|-------------------|--|
| Randi | Winter | rwinter@felhaber.com | Felhaber Larson | Felhaber Larson 220 South Sixth Street, Suite 2200 Minneapolis, MN 55402 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Cam | Winton | cwinton@mnchamber.com | Minnesota Chamber of Commerce | 400 Robert Street North Suite 1500 St. Paul, Minnesota 55101 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Robyn | Woeste | robynwoeste@alliantenergy.com | Interstate Power and Light Company | 200 First St SE Cedar Rapids, IA 52401 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Terry | Wolf | terry.wolf@mrenergy.com | Missouri River Energy Services | 3724 W Avera Dr PO Box Sioux Falls, SD 571098920 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |
| Daniel P | Wolf | dan.wolf@state.mn.us | Public Utilities Commission | 121 7th Place East Suite 350 St. Paul, MN 551012147 | Electronic Service | Yes | OFF_SL_16-521_Official Service List PUC |
| Thomas J. | Zaremba | TZaremba@wheelerlaw.com | WHEELER, VAN SICKLE & ANDERSON | 44 E. Mifflin Street, 10th Floor Madison, WI 53703 | Electronic Service | No | OFF_SL_16-521_Official Service List PUC |