

414 Nicollet Mall Minneapolis, MN 55401

May 21, 2020

-Via Electronic Filing-

Will Seuffert Executive Secretary Minnesota Public Utilities Commission 121 7th Place East, Suite 350 St. Paul, MN 55101

RE: PETITION ONE-TIME WAIVER TO THE COMPANY TARIFF REQUIREMENTS FOR PEAK CONTROL SERVICES DOCKET NO. E002/M-20-____

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval of certain limited waivers of the requirements of our Peak Controlled Service program tariffs and Electric Service Agreement – Peak Controlled Services. In this Petition, the Company requests approval to allow customers an opportunity to adjust their predetermined demand level, remain on the program with minimum controllable load requirements for a limited time, or transfer to the Peak Partner Rewards program without further penalty.

Pursuant to Minn. Stat. § 216.17, subd. 3, we have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please contact Jessica Peterson at (612) 330-6850 or Jessica.k.peterson@xcelenergy.com if you have any questions regarding this filing.

Sincerely, /s/ Shawn White Manager, DSM Program and Policy

Enclosures c: Service List

STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben Valerie Means Matthew Schuerger Joseph Sullivan John Tuma Chair Commissioner Commissioner Commissioner

IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER COMPANY FOR APPROVAL OF A ONE-TIME WAIVER TO THE COMPANY TARIFF REQUIREMENTS FOR PEAK CONTROLLED SERVICES DOCKET NO. E002/M-20-____

PETITION

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval of certain limited waivers of the requirements of our Peak Controlled Service program tariffs and Electric Service Agreement – Peak Controlled Services. These proposed limited time waivers provide interruptible service customers additional flexibility for managing business impacts associated with the COVID-19 pandemic.

Many electric customers have experienced changes in electricity usage compared to just a few months ago. This change is causing concern for some customers participating in our Peak Control Services rate (also referred to as our Electric Rate Savings (ERS) program). We have heard from program participants who have had various questions about their participation requirements during the pandemic. In some instances, the tariffs and the associated customer agreement do not provide the flexibility that would be reasonable to accommodate this unique situation. To be clear, not all customers will have a substantial impact limiting their participation in this demand response program; many will move through these few months with the same commitments they have had in place for several years. Yet, in response to these changes, we believe it reasonable that participating customers who are in need have the flexibility and options for a limited amount of time that would not be available under ordinary circumstances. We request that from the date of Commission approval until December 31, 2020 the Commission authorizes the flexibility for customers to:

- Adjust their Predetermined Demand Level for firm service without being subject to the mandatory charges required by the tariffed Agreement; and
- Change their Predetermined Demand Level without the requirement of maintaining a minimum Controllable demand of 50 kW as required by tariff.

The Company has nearly 2,000 commercial and industrial participants in our Electric Rate Service program. We believe a small percentage of these customers will need short-term flexibility before returning to the ongoing standard controllable load requirements of the ERS program. As a result, we request these waivers in order to reduce the number of customers who would otherwise have to be removed from the program or would choose to cancel their interruptible service.

In addition, we recently began offering an alternative interruptible service program. The new Peak Partner Rewards (PPR) program provides customers an incentive for controlling a portion of their load while offering more flexibility to determine the amount of controllable load each month. Unlike the ERS program, there is no non-performance penalty and incentives are the form of a bill credit. After PPR was launched in April, some ERS participants contacted us with an interest in moving to this program, but with concern about the ERS cancellation penalty without significant advance notice. The substantial and quickly occurring impact of the pandemic on some customers' energy usage has increased interest in the Peak Partner Rewards program.¹ In order to expedite this alternative demand response program, we also request Commission approval until December 31, 2020 that authorizes flexibility for customers to:

• Terminate their participation in the Peak Controlled Services program without being subject to the mandatory notice requirements or cancellation penalties required by the Agreement if the customer enrolls in the Peak Partner Rewards Program.

During this unprecedented time and with developing circumstances, the extent and duration of customer impacts is not fully known. We believe that most customers participating in our Peak Controlled Services program will not have a need or interest

¹ The PPR option is available to customers for the first time in 2020. It requires a rate change to General Service but offers a lower controllable load requirement (25 kW), monthly load obligations, and incentive to control during an event.

in the proposed limited waivers but that offering this option will be necessary for those who do.

Our demand response programs are an important resource and are valued not only by the Company and our customers, but also the Commission and the Midcontinent Independent System Operator (MISO). Being able to reduce demand in response to system peak conditions is a superior alternative to building new generation. For these programs to be successful, it is important that when customers commit to having a controllable load that it is actually available when needed. A prompt Commission consideration and approval of this petition would allow us to begin contacting customers as soon as possible to help ensure they can adjust committed load before an event (where they will otherwise be subject to penalties for non-compliance) and the Company can accurately communicate with the MISO our demand response availability for the summer of 2020.

We further note that the Company is not asking for tariff changes at this time, but a limited time waiver in which the customer is allowed to participate in until December 31, 2020.

The following attachments are included with this Petition for informational purposes:

- Attachment A: Peak Controlled Tariff Sheets
- Attachment B: Electric Service Agreement- Peak Controlled

I. SUMMARY OF FILING

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

II. SERVICE ON OTHER PARTIES

Pursuant to Minn. R. 7829.1300, subp. 2 and Minn. Stat. § 216.17, subd. 3, we have electronically filed this document. A summary of the filing has been served on all parties on the Company's miscellaneous electric service list.

III. GENERAL FILING INFORMATION

Pursuant to Minn. Rules 7825.1400 and 7829.1300, subp. 3, the Company provides the following required information.

A. Name, Address, and Telephone Number of Utility

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

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

Mara Ascheman Senior Attorney Xcel Energy 414 Nicollet Mall, 401-08 Minneapolis, MN 55401 (612) 215-4605

C. Date of Filing

The date of this filing is May 21, 2020. The Company requests approval of a one-time limited waiver to the Company's penalty charges and cancellation charges (so long as the terminating customer signs up for Peak Partner Rewards) for Peak Control Services to be effective by as soon as reasonably feasible.

D. Statute Controlling Schedule for Processing the Filing

This Petition is made pursuant to Minn. Stat. § 216B.16, subd. 1, which prescribes general time lines for rate and tariff changes.

Commission Rules define this filing as a "miscellaneous filing" under Minn. R. 7829.0100, subp. 11 since no determination of Xcel Energy's overall revenue requirement is necessary. Minn. R. 7829.1400, subp. 1 and 4 contemplate comments in response to a miscellaneous filing to be filed within 30 days and reply comments to be filed no later than 10 days thereafter, but the Commission does have the ability to vary its rules under Minn. R. 7829.3200.

We acknowledge numerous priorities and proceedings before the Commission at this time. But we're hopeful that this will be a simple matter that can be addressed with a shorter comment and reply period than that contemplated in Minn. R. 7829.1400. Since the summer season is quickly approaching, this is a temporary request that is

unlikely to have a material impact on revenues, and to our knowledge does not conflict with standards imposed by law, we believe a variance is reasonable. A prompt decision on this petition will allow customers the opportunity to make needed adjustments to their Contract without being penalized for these changes and to verify these changes are made prior to a summer control event.

E. Utility Employee Responsible for Filing

Shawn White Xcel Energy 414 Nicollet Mall, (401-6) Minneapolis, MN 55401 612-330-6096

IV. MISCELLANEOUS INFORMATION

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

Mara Ascheman	Lynnette Sweet
Senior Attorney	Regulatory Administrator
Xcel Energy	Xcel Energy
414 Nicollet Mall, 401-08	414 Nicollet Mall, 401-07
Minneapolis, MN 55401	Minneapolis, MN 55401
Mara.a.ascheman@xcelenergy.com	regulatory.records@xcelenergy.com

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

V. EFFECT OF CHANGE UPON XCEL ENERGY REVENUE

The Company does not anticipate a significant change in revenue or earnings as a result of these temporary waivers in part because the Company does not anticipate that all participants will see a need to take advantage of these waivers.

VI. DESCRIPTION AND PURPOSE OF FILING

A. Background

Northern States Power Company has a large portfolio of demand response resources built through decades of customer engagement. Our suite of programs includes our residential and business Saver's Switch, Residential Demand Response, Electric Rate Savings and Peak Partner Rewards programs.

Electric Rate Savings (including Peak Control Services and associated Energy Control and Short Notice riders) provide customers with an incentive to reduce their electric loads during Company specified control periods. Customers receive a monthly discount on their demand charges in return for reducing electric loads when notified by the Company. Participating customers must be able to reduce their electric loads by a minimum of 50 kW of controllable load on control days. The program is generally utilized on hot, humid summer weekdays when the Company's load in the MISO region is expected to exceed peak capacity or when the Company's own system is constrained. Although control days typically occur in the summer months, there is no restriction to control at other times of the year and our most recent control event occurred in January 2019. The MISO Tariff requires us to register demand response resources with the system operator in order for the Company to obtain credit against our capacity requirements

During control events, participating customers are required to limit their peak load to their contractual firm service level, which is defined in the tariff as the Predetermined Demand Level (PDL). Controllable load is measured as the customer's monthly peak load above the PDL. When customers fail to meet this PDL requirement during a control event, they are subject to a significant failure to control penalty.

As noted in Table 1 below, we currently have several hundred customers who have elected to participate in ERS.

Peak Controlled Service Tariff	Average Participants	% of Total Participation
Peak Controlled Service	1,402	80%
Peak Controlled TOD Service	346	19.5%
Energy Controlled Service Rider	14	0.5%
Total	1,762	100%

Table 1: Electric Customers Participating in Peak Controlled Services (2020)

Peak Controlled Services includes 411 MW of available controllable load in Minnesota for the Company as a registered with MISO.

B. Waiver Request

The Company's communications with customers and metering information confirm there are varied and substantial pandemic related changes to customer energy usage and load requirements. Some customers with now significantly lower load levels have expressed concern to us about not needing their full firm load levels and their ability to meet the minimum controllable load requirements for ERS this summer. Some of these customers are concerned about being transferred to higher cost noninterruptible tariffs by not maintaining the minimal required controllable demand, which would also prompt a cancellation charge. Other customers have had higher energy usage and requested the ability to increase their firm service level due to critical pandemic response operations, such as making protective masks for health care professionals. Without the requested waiver, if these customers choose to continue their critical operations, they could be at risk of having penalties for not meeting their controllable load requirements.²

The Company reviewed its interruptible service requirements to address customer concerns. The review included the Peak Controlled Service tariffs and related riders, the Rules for Application of Peak Controlled Services, and the Electric Service Agreement for Peak Controlled Services (Electric Rate Book at Section 7, 2nd Revised Sheet No. 5). This review found that some interruptible program requirements could be reasonably relaxed on a temporary basis to relieve pandemic related customer impacts. In response, we seek a limited one-time waiver of the charge for increasing the level of firm service by changing the PDL to a higher level, which reduces a customers' controllable load. Additionally, we request a temporary waiver of the 50 kW minimum controllable load requirement, which may not be met when the total load of a customer is reduced by the pandemic. We also propose to allow participants to cancel their Contract and transfer to our Peak Partner Rewards program without financial penalty. We summarize the impact to our customers and detail the waivers below.³

² The Company continues to aim towards an increase of overall demand response resources of 400 MW by the end of 2023. We do not believe that this waiver will have a significant impact to the portfolio at this time; however, will note the possibility of delaying our efforts as a result of the pandemic.

³ Customers will still be charged all installation and removal of costs for special equipment and facilities provided by the Company for the program.

1. Firm Service PDL Increase Charge

Customers are subject to a charge for increasing their firm service PDL level, which reduces the amount of their controllable load. This charge is applied to the difference between past firm and controllable demand charges for up to 18 months, if that amount is less than any failure to control penalties over the same period. Considering the unique circumstance of this pandemic, how quickly businesses were impacted by the pandemic and the different ways businesses have been impacted, the Company believes it is reasonable to temporarily give customers the ability to increase their PDL with no charge. We request a waiver of the charges defined in Section 12 of the Electric Service Agreement for Peak Controlled Service (Rate Book Section 7, 2nd Revised Sheet No. 7 (excerpted below)), so that a customer who requests it can increase their PDL without the contemplated penalty through December 31, 2020.

If the revision of the PDL occurs AFTER THE TRIAL PERIOD, the [Customer pays the demand charge differential] for the most recent months up to but not to exceed 18. In this case, however, the Customer is responsible for the greater of the following: (a) the amount determined by multiplying the demand charge differential by the PDL increase, as described above, or (b) the total amount of any penalties paid/owed for failure to control load to the previous PDL.

It is important to note that customers can decrease their PDL (i.e., provide more controllable load to the Company) at any time and without any penalty. We believe the temporary waiver requested here will allow some participating customers the ability to stay on the program albeit at an increased PDL, as opposed to terminating their participation. Those customers will be able to decrease their PDL at their discretion and on their own timeframe.

2. Minimum Controllable Load Level

Customers are also required to provide a minimum of 50 kW for controllable load. *See* Rate Book Section 5, 22nd Revised Sheet 40 and 7th Revised Sheet No. 48 and 13th Revised Sheet No. 115. If the minimum controllable load is not be met, customers are no longer eligible for the Peak Controlled Service tariff and must be transferred to a firm service General Service tariff (Rate Code A14, A15, A17, and A19). We have had customers notify us that because of their reduced operations and corresponding reduced energy usage, they will not be able to provide at least 50 kW of controllable load. While we have other demand response options available to them, we believe that the circumstances of the pandemic merit providing these customers a choice to transfer to another program (Peak Partner Rewards) or to remain on a Peak

Controlled Service tariff without the minimal load control requirement. This will allow customers who are temporarily unable to provide the 50 kW minimum controllable load the opportunity to make decisions based on the long-term, rather than on the short-term impact of the pandemic. Only customers who have less than 50 kW of controllable load will be offered this option, and under our proposal, they can remain on the Peak Controlled Service with less than 50 kW of controllable load through December 31, 2020. If a customer accepts this option, they will not be automatically removed from the program in 2020 or need to reapply for a return to the program, but the customer would still be subject to non-performance penalties to the extent an event is called and they cannot control their load down to their PDL.

3. Contract Cancellation Notice and Charges

Under the Energy Service Agreement, participating customers who choose to cancel after an initial one-year trial period must give the Company advance notice of their cancellation and pay cancellation charges. The cancellation notice requirement is three years for Tier 1 customers and six-months for Tier 2 customers. Cancellation charges are defined by the re-billing difference between applicable firm service General Service tariffs and the corresponding Peak Controlled Service tariffs over the period of the most recent 36 months (Tier 1) or 18 months (Tier 2).

As explained above, when the Peak Partner Rewards program was launched, customers contacted the Company interested in transitioning to that program, which incented performance and gave the flexibility to have different load availability provided by the customer in varying months of the year, as opposed to penalizing non-performance. In light of how quickly businesses were impacted by the pandemic, other customers have expressed interest in the PPR program. The Company proposes that at this time it is reasonable to waive the notice requirements for cancelling and the penalty charges *only in circumstances where the customer immediately switches to the PPR program.* By requiring the customer to switch to another demand response program we are not losing the customer's demand response in its entirety, rather it is switching to a different program and incentive structure with more flexibility.

We are therefore requesting the notice requirement language excerpted below at Rate Book Section 7, 2nd Revised Sheet No. 5, Section 3 (Term) be waived for customers who are willing to immediately join the PPR program from the date of Commission approval through December 31, 2020: This Agreement . . . if not then terminated by at least six months prior written notice by either part for Tier 2 customers or by at least 36 months prior written notice by either party for Tier 1 customers, shall continue further until so terminated.

We also request that the cancellation charge language excerpted below at Section 7, 2nd Revised Sheet Nos. 7-8, Section 13 (Trial Period and Cancellation Charge) be waived for customers who are willing to immediately join the PPR program from the date of Commission approval through December 31, 2020.

Customer will pay a cancellation charge after the twelve month trial period if Customer terminates this Agreement and elects to receive service from NSP on a non-interruptible basis or this Agreement is terminated as a result of any default of Customer. Customers no longer receiving service from NSP upon termination of Agreement will not be assessed the cancellation charge. The cancellation charge will be the difference between the billing amounts described above, for the most recent 18 months for Tier 2 or 36 months for Tier 1 of Peak Controlled Service or Peak Controlled Time of Day Service. Customer will not receive a refund for any additional charges which were assessed during this 18 or 36 month period due to Customer failure to control load.

Temporarily waiving the notice requirement and cancellation fees will allow customers to cancel their contract, if they so choose and are willing to join PPR, if long term effects of the pandemic are forecasted. It will also allow customers to transfer to a new program if it meets their changing needs more effectively.

4. Customer Options

By providing a waiver to active participants, we enable customers to make appropriate choices for their business for a limited time without our requiring them to adjust their rates during this unprecedented time as required by our tariff. We again note that most customers will not be impacted by this waiver, but for those who are; this could be a significant impact to their operations. To be clear, we provide three options below to help stakeholders understand the impact.

Example 1: Customer no longer meets the 50 kW controllable load requirement.

Under the Company proposal, this ERS participant will have two options to choose from:

1. Request to waive the control requirement until December 31; or

2. Terminate their ERS contract and transfer their controllable load to the PPR program.

If the customer believes their decreased controllable load is temporary, it is likely they will waive the control requirement; however, if they believe that it may be permanent this is an opportunity to move to a program that offers the flexibility necessary to continue to participate in demand response options.

Example 2: Customer no longer has 200 kW of controllable load to reduce as indicated in their contract but meets the minimum load control requirement.

Under the Company's proposal, this customer would have two options:

- 1. Temporarily increase their PDL. The customer would be able to decrease their PDL at any time and without penalty; or
- 2. Terminate their ERS contract and transfer their controllable load to the PPR program.

In this example, we would like to see customers stay on the Peak Control Rate by temporarily increasing their PDL.

Example 3: Customer's operation has changed (for example, manufacturing) and can no longer commit to load reduction in the same way.

Under the Company's proposal, this customer would have two options:

- 1. Temporarily increase their PDL until such time as they can decrease it based on normal operations; or
- 2. Terminate their ERS contract and transfer their controllable load to the PPR program.

Like Example 2, we would like to see the customer stay on the Peak Control Rate, but understand that situations are no longer the same. We want to allow customers to have the tools they need to make decisions for their unique business needs without unnecessary penalties during this time.

C. Summer Control Season

We are closely approaching our summer control season. For this reason, and those described above, we would request the Commission's approval as soon as reasonably feasible so that we can communicate this with participant customers as soon as possible.

As we are in unique circumstances, if this proposal is approved, the Company will provide a compliance filing in January 2021 to update the Commission on the impact of the waiver.

CONCLUSION

The COVID-19 health pandemic has caused an unprecedented socioeconomic situation. This event has caused our business customers changes in load and operations. By providing a temporary waiver, we can offer the limited amount of customers with controllable load capabilities that are impacted by this pandemic the opportunity to make needed adjustments to their Contract without being charged for these changes. We believe this step would help customers and allow them to make temporary changes as normal operations resume while remaining on the ERS program or transferring to the newly launched PPR program.

The Company respectfully requests the ability to temporarily waive certain limiting provisions to our Peak Control Service tariff and Electric Service Agreement: Peak Control Services as detailed in this Petition.

Dated: May 21, 2020

Northern States Power Company

STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben Valerie Means Matthew Schuerger Joseph Sullivan John Tuma Chair Commissioner Commissioner Commissioner

IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER COMPANY FOR APPROVAL OF A ONE-TIME CANCELLATION CHARGE WAIVER TO THE COMPANY TARIFF REQUIREMENTS FOR PEAK CONTROLLED SERVICES DOCKET NO. E002/M-20-____

PETITION

SUMMARY OF FILING

Please take notice that on May 21, 2020 Northern States Power Company, doing business as Xcel Energy, filed with the Minnesota Public Utilities Commission a Petition for approval of a temporarily waiver to certain limiting provisions to our Peak Control Service tariff and Electric Service Agreement: Peak Control Services. In this Petition, we request approval to allow customers an opportunity adjust their predetermined demand level, remain on the program with minimum load requirements for a limited time, or transfer to the Peak Partner Rewards program without further penalty.

PEAK CONTROLLED SERVICE RATE CODE A23

Section No. 5 22nd Revised Sheet No. 40

AVAILABILITY

Available to any non-residential customer for general service who agrees to control demand to a predetermined level whenever required by Company and where customer is not required to be on a time-of-day rate schedule. Once the customer's total 15-minute measured demands (Firm plus Controllable) are equal to or greater than 1000 kW for at least 4 of the past 12 consecutive months, the customer will be transferred to the Peak Controlled Time of Day service. Availability is restricted to customers with a minimum Controllable demand of 50 kW.

DETERMINATION OF CUSTOMER BILLS

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

RATE Customer Charge per Month		\$55.00	
Service at Secondary Voltage Energy Charge per kWh	5	\$0.03407	R
Energy Charge Credit per Month per kWh All kWh in Excess of 400 Hours Times the Sum of All Billing Demands	S	\$0.01518	R
Demand Charge per Month per kW Firm Demand	Tier 1	Tier 2	
June - September	\$14.79	\$14.79	R
Other Months	\$10.49	\$10.49	R
Controllable Demand (Jan-Dec)			
Level A: < 65% PF	Not Available	\$8.88	R
Level B: <u>></u> 65% and < 85% PF	\$7.15	\$7.86	R
Level C: <u>></u> 85% PF	\$6.56	\$7.34	R R
Short Notice Rider	\$6.09	Not Available	ĸ
	Janua	ary – December	
Voltage Discounts per Month	Per kW	<u>Per kWh</u>	
Primary Voltage	\$0.80	\$0.00105	R
Transmission Transformed Voltage	\$1.55	\$0.00267	R
Transmission Voltage	\$2.35	\$0.00277	R

	(Continued on Sheet No. 5-41)					
Date Filed:	03-15-19	By: Christopher B. Clark	Effective Date:	06-01-19		
	President, N	Northern States Power Company, a Minnesota	corporation			
Docket No.	E,G999/CI-17-895		Order Date:	05-10-19		

PEAK CONTROLLED SERVICE (Continued) RATE CODE A23

Section No. 5 18th Revised Sheet No. 41

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

FUEL CLAUSE

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

RESOURCE ADJUSTMENT

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

ENVIRONMENTAL IMPROVEMENT RIDER

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

SURCHARGE

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

LOW INCOME ENERGY DISCOUNT RIDER

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

LATE PAYMENT CHARGE

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

DEFINITION OF PERFORMANCE FACTOR (PF)

Performance factor is defined in percentage terms as the average of the July and August calendar month unadjusted maximum Controllable Demand occurring from 1:00 p.m. to 7:00 p.m. on weekdays, or which has been permanently shifted out of normal control period times, divided by the unadjusted maximum annual Controllable Demand. Customers claiming permanent load shifts must provide verification to Company, based on NSP's established criteria.

DETERMINATION OF DEMAND

Maximum Actual Demand in kW shall be the greatest 15-minute load during the billing month.

<u>Adjusted Demand</u> in kW for billing purposes shall be determined by dividing the Maximum Actual Demand in kW by the power factor expressed in percent but not more than a 90% power factor and multiplying the quotient so obtained by 90% and rounding to the nearest whole kW.

(Continued on Sheet No. 5-42)				
Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
President, Northern States Power Company, a Minnesota corporation				
Docket No.	E002/GR-15-826		Order Date:	06-12-17

D

PEAK CONTROLLED SERVICE (Continued) **RATE CODE A23**

Section No. 5 6th Revised Sheet No. 42

DETERMINATION OF DEMAND (Continued)

Predetermined Demand shall be specified and agreed to by the customer and Company. Customer's Adjusted Demand must not exceed the Predetermined Demand Level (PDL) during a control period.

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

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

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

Controllable Demand shall be the difference between Adjusted Demand during the billing month and the greater of Predetermined Demand or Firm Demand, but never less than zero.

Minimum Demand to be billed each month as either Firm Demand, Controllable Demand or a combination of both shall not be less than the current month's adjusted demand in kW.

POWER FACTOR

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

ANNUAL MINIMUM DEMAND CHARGE

The Annual Minimum Demand Charge shall be no less than six times the average monthly Firm Demand Charge per kW times the maximum Predetermined Demand, plus six times the Controllable Demand Charge per kW times the maximum Controllable Demand.

(Continued on Sheet No. 5-43)				
Date Filed:	11-02-15	By: Christopher B. Clark	Effective Date:	10-01-17
President, Northern States Power Company, a Minnesota corporation				
Docket No.	E002/GR-15-826		Order Date:	06-12-17

PEAK CONTROLLED SERVICE (Continued) RATE CODE A23 Section No. 5 6th Revised Sheet No. 43

TIER 1 PEAK CONTROLLED SHORT NOTICE

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

COMPETITIVE SERVICE

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

OTHER PROVISIONS

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

TERMS AND CONDITIONS OF SERVICE

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

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

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

PEAK CONTROLLED TIME OF DAY SERVICE RATE CODE A24

Section No. 5 17th Revised Sheet No. 44

AVAILABILITY

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

AVAILABILITY-MANDATORY

Effective November 1, 2007, this rate schedule is mandatory for any Peak Controlled customer having a 15minute measured demand equal to or greater than 1000 kW for at least 4 of the past 12 consecutive months. Customer will remain on this rate schedule on a mandatory basis unless their demand remains below 1000 kW for 12 consecutive months.

AVAILABILITY-OPTIONAL

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

DETERMINATION OF CUSTOMER BILLS

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

RATE

Customer Charge per Month	\$55.00	
Service at Secondary Voltage		
Energy Charge per kWh		
On Peak Period Energy	\$0.04855	R
Off Peak Period Energy	\$0.02341	R
Energy Charge Credit per Month per kWh		Р
All kWh in Excess of 400 Hours Times the	\$0.01518	R
Sum of All On Peak Period Billing Demands,		
Not to Exceed 50% of Total kWh		

(Continued on Oneet No. 3-43)				
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(Continued on Sheet No. 5-45)

PEAK CONTROLLED TIME OF DAY SERVICE (Continued) RATE CODE A24		Section No. 25th Revised Sheet No.	5 45	_
RATE (Continued)				
Demand Charge per Month per kW On Peak Period Demand Firm Demand	<u>Tier 1</u>	<u>Tier 2</u>		
June - September	\$14.79	\$14.79		F
Other Months	\$10.49	\$10.49		
Controllable Demand (Jan-Dec)	<i>Q</i>10.10	φ10.10		
Level A: < 65% PF	Not Available	\$8.88		
Level B: <u>></u> 65% and < 85% PF	\$7.15	\$7.86		
 Level C: <u>></u> 85% PF	\$6.56	\$7.34		
Short Notice Rider	\$6.09	Not Available		
Off Peak Period Demand in Excess of On Peak Period Demand (Jan-Dec)	\$2.35	\$2.35		
	Janu	uary - December		
Voltage Discounts per Month	Per kW	Per kWh		
Primary Voltage	\$0.80	\$0.00105		
Transmission Transformed Voltage	\$1.55	\$0.00267		
Transmission Voltage	\$2.35	\$0.00277		

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

FUEL CLAUSE

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

RESOURCE ADJUSTMENT

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

ENVIRONMENTAL IMPROVEMENT RIDER

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

SURCHARGE

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

(Continued on Sheet No. 5-46)				
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PEAK CONTROLLED TIME OF DAY SERVICE (Continued) RATE CODE A24 Section No. 5 12th Revised Sheet No. 46

LOW INCOME ENERGY DISCOUNT RIDER

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

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

LATE PAYMENT CHARGE

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

DEFINITION OF PEAK PERIODS

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

DEFINITION OF PERFORMANCE FACTOR (PF)

Performance factor is defined in percentage terms as the average of the July and August calendar month unadjusted maximum Controllable Demand occurring from 1 p.m. to 7 p.m. on weekdays, or which has been permanently shifted out of normal control period times, divided by the unadjusted maximum annual Controllable Demand. Customers claiming permanent load shifts must provide verification to Company, based on NSP established criteria.

DETERMINATION OF DEMAND

<u>Maximum Actual On Peak Period Demand</u> in kW shall be the greatest 15-minute load for the on peak period during the billing month.

<u>Adjusted On Peak Period Demand</u> in kW for billing purposes shall be determined by dividing the Maximum Actual on peak demand by the power factor expressed in percent but not more than 90%, multiplying the quotient so obtained by 90%, and rounding to the nearest whole kW.

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

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

(Continued on Sheet No. 5-47)				
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PEAK CONTROLLED TIME OF DAY SERVICE (Continued) RATE CODE A24

Section No. 5 7th Revised Sheet No. 47

<u>Predetermined Demand</u> shall be specified and agreed to by the customer and Company. Customer's adjusted on peak demand must not exceed the predetermined demand level (PDL) during a control period.

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

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

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

<u>Controllable Demand</u> shall be the difference between Adjusted on Peak Period Demand during the billing month and the greater of Predetermined Demand or firm demand, but never less than zero.

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

POWER FACTOR

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

ANNUAL MINIMUM DEMAND CHARGE

The Annual Minimum Demand Charge shall be no less than six times the average monthly Firm Demand Charge per kW times the predetermined demand, plus six times the Controllable Demand Charge per kW times the maximum Controllable Demand.

(Continued on Sheet No. 47.1)					
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PEAK CONTROLLED TIME OF DAY SERVICE (Continued) RATE CODE A24

Section No. 5 6th Revised Sheet No. 47.1

TIER 1 ENERGY CONTROLLED SERVICE

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

TIER 1 PEAK CONTROLLED SHORT NOTICE

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

COMPETITIVE SERVICE

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

OTHER PROVISIONS

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

TERMS AND CONDITIONS OF SERVICE

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

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

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

RULES FOR APPLICATION OF PEAK CONTROLLED SERVICES

Section No. 5 7th Revised Sheet No. 48

- 1. Customer has the responsibility of controlling own load to Predetermined Demand Level.
- 2. Customer must allow Company to inspect and approve the load control installation and equipment provided by customer.
- 3. If controlled demand is 10,000 kW or larger, Company may require customer to:
 - a. Provide auxiliary contacts for remote indication of position of switch or circuit breaker used to control demand and wire auxiliary contacts into a connection point designated by Company,
 - b. Install the remote breaker indication equipment provided by Company, and
 - c. Provide a continuous 120 volt AC power source at the connection point for operation of the Company remote breaker indication equipment.
- 4. Company will endeavor to give customer one hour notice of commencement of control period, and as much additional notice as is practical. However, control period may be commenced without notice should Company determine such action is necessary.
- 5. Failure to Control Charge: An additional charge of \$8.00 (\$10.00 for Tier 1) per kW will apply during each Company specified control period to the amount by which customer's Maximum Adjusted Demand or Maximum Adjusted On Peak Period Demand exceeds their predetermined demand level. After three such customer failures to control load to their Predetermined Demand Level, Company reserves the right to increase the Predetermined Demand Level, or transfer customer to General Service or General Time of Day Service and apply the cancellation charge specified in customer's Electric Service Agreement.
- 6. The duration and frequency of control periods shall be at the discretion of Company. Control periods will normally occur when:
 - Company expects a reasonable possibility of system load levels surpassing the level for which NSP has sufficient accredited capacity under the Midwest Reliability Organization (MRO) or any successor organization, including reserve requirements, or
 - b. In Company's opinion, the reliability of the system is endangered.

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(Continued on Sheet No. 5-49)

RULES FOR APPLICATION OF PEAK CONTROLLED SERVICES (Continued)

Section No. 5 6th Revised Sheet No. 49

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

Peak Controlled Service - Tier 1

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

Peak Controlled Service - Tier 2

- a. A minimum initial five year term of service which includes a one year trial period and a six month cancellation notice effective after the initial term of service,
- b. The Predetermined Demand Level, or the fixed Controllable Demand if Optional PDL is selected which may be revised subject to approval by Company,
- c. Maximum 80 hours of interruption,
- d. Cancellation charge terms, and
- e. Control period notice.
- 8. Peak Controlled Service customers choosing the Tier 1 rate option will be subject to an additional monthly charge for a Company approved and installed two-way communications system. The system equipment allows NSP to determine remotely customer load levels and to notify customers of control periods.
- 9. Minimum Controllable Demand during the Company's peak season shall be 50 kW.
- 10. Company shall not be liable for any loss or damage caused by or resulting from any interruption of service.
- 11. Company will determine, at a service location designated by Company, the number of services supplied. Customers requesting special facilities will be charged the additional costs incurred for such facilities.

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(Continued on Sheet No. 5-50)

RULES FOR APPLICATION OF PEAK CONTROLLED SERVICES (Continued)

Section No. 5 6th Revised Sheet No. 50

- 12. Customers choosing the Predetermined Demand Level option requiring a fixed demand reduction will be subject to an additional charge for metering and billing when additional metering equipment is necessary. The additional charge is \$17.00 per month for an application using a single meter in close proximity to customer's service point. The additional charge for more complex applications will be based on the actual costs of the specific application.
- 13. Company will maintain Firm Demand Charge rates at the General Service and General Time of Day Service levels, whichever is applicable.
- 14. Any customer with generating equipment which is operated in parallel with Company must comply with all requirements associated with parallel operations as specified in the General Rules and Regulations of the Company.
- 15. Any load served by customer generation during Company requested control periods must be served by Company at all other times.
- 16. Customers selecting Peak Controlled Services will normally remain at a specific Performance Factor level for a minimum of one year, subject to the Company's discretion. The Company may transfer customers between Performance Factor levels following verification of a customer's performance, as defined in the applicable rate schedule and as specified in the customer's Electric Service Agreement. This rate contemplates that increases in summer Controllable Demand, which thereby affect a customer's Performance Factor level, will be at sufficient consumption levels to yield a July and August calendar month load factor of 34% or greater. The Company reserves the right to limit the customer's eligibility to be on a higher Performance Factor level due to the above restriction.

COMMERCIAL AND INDUSTRIAL CONTROLLED AIR CONDITIONING RIDER

Section No. 5 8th Revised Sheet No. 99

AVAILABILITY

Available to non-residential customers with Company controlled central air conditioning. Availability is restricted to customers with single and/or dual stage air conditioning units.

RIDER

A \$5.00 per ton per month credit shall be applied to customer's bill during each of the four summer billing months (June through September).

TERMS AND CONDITIONS OF SERVICE

- 1. The duration and frequency of interruptions will be determined by the Company. Customer single and dual stage air conditioners will be cycled on a schedule designed to achieve a 50% reduction in the building air conditioning requirements during a load management period. Dual stage air conditioners will be allowed to have the first stage run without interruption while the second stage will be shut off for the entire load management period. Air conditioning interruptions will normally occur on high demand days during summer months. Interruption will normally be based on meeting peak demands and system economic dispatch requirements of Company. However, interruption may also occur at times when, in the Company's opinion, the reliability of the system may be at risk. Air conditioning interruptions will not normally occur during the observation day of the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. The interruptions as described above, will be made so as to benefit native load and may occur up to a maximum of 300 hours per calendar year.
- 2. Company shall not be liable for any loss or damage caused by or resulting from any interruption of service.
- To be eligible for this service, customer must be on Small General Service, Small General Time of Day Service, General Service, or General Time of Day Service and customer must agree to Company load control for no less than one year.
- 4. Rider will not be available to customers that have an air conditioning system which significantly exceeds summer cooling requirements, as determined by Company.
- 5. Company will normally control every air conditioning unit at the customer's building. Subject to Company approval, customers may exclude individual air conditioning units from Company control where those units serve either a sufficiently isolated area within a building or a separate building.
- 6. Availability is limited to customers located within the operating range of radio control transmitters.
- 7. Those air conditioning units that the Company is not able to install equipment on will be excluded.

		(Continued on Sheet No. 5-99.1)		
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COMMERCIAL AND INDUSTRIAL CONTROLLED AIR CONDITIONING RIDER (Continued)

Section No. 5 5th Revised Sheet No. 99.1

TERMS AND CONDITIONS OF SERVICE (Continued)

8. If the Company determines that its load management equipment on the customer's premises has been rendered ineffective due to tampering by use of mechanical, electrical, or other devices or actions, then the Company may discontinue the customer's participation in the program. The customer would be billed for all expenses involved with the removal of the load management equipment and any charges resulting from the investigation of the device tampering. The Company may rebill all prior load management credits received by the customer to the date the tampering appears to have first occurred or the previous twelve months, which ever is longer. The customer will be removed from the program and is not eligible to participate again for twelve months. The Company will verify installation has been corrected before the customer is permitted to participate in the program.

TIER 1 ENERGY CONTROLLED SERVICE RIDER RATE CODE A27

Section No. 5 13th Revised Sheet No. 115

AVAILABILITY

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

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

RATE

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

Energy Charge per kWh		
Firm On Peak Period Energy	\$0.04855	R
Firm Off Peak Period Energy	\$0.02341	R
Controllable On Peak Period Energy	\$0.04647	R
Controllable Off Peak Period Energy	\$0.02280	R
Control Period Energy	\$0.09000	IX IX

TERMS AND CONDITIONS OF SERVICE

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

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

(Continued on Sheet No. 5-116)

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

Section No. 5 8th Revised Sheet No. 116

TERMS AND CONDITIONS OF SERVICE (Continued)

2. The duration and frequency of interruption periods shall be at the discretion of Company. Interruption periods will normally occur at such times when:

a. Company is required to use generation equipment or to purchase power that results in production costs in excess of \$70 per MWH,

b. Company expects a reasonable possibility of system load levels surpassing the level for which NSP has sufficient accredited capacity under the Midwest Reliability Organization (MRO) or any successor organization, including reserve requirements, or

c. In Company's opinion, the reliability of the system is endangered.

- 3. Customer's Electric Service Agreement with Company will include a maximum of 300 hours of interruption per year.
- 4. All other provisions of Tier 1 of the Peak Controlled Time of Day Service schedule not in conflict with the Tier 1 Energy Controlled Service Rider shall apply.

CONTROL PERIOD ENERGY SERVICE

AVAILABILITY

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

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

RATE

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

TERMS AND CONDITIONS OF SERVICE

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

		(Continued on Sheet No. 116.1)		
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TIER 1 ENERGY CONTROLLED SERVICE RIDER (Continued) RATE CODE A27

Section No. 5 5th Revised Sheet No. 116.1

TERMS AND CONDITIONS OF SERVICE (Continued)

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

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Northern States Power Company, a Minnesota corporation Minneapolis, Minnesota 55401 MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

ELECTRIC SERVICE AGREEMENT PEAK CONTROLLED SERVICE

Section No. 7 2nd Revised Sheet No. 5

	Account No
ELECTRIC SERVICE AGREEN PEAK CONTROLLED SERVI	
in the business of	·
WITNESSETH: That the parties hereto, each in consideration of the a	agreements of the other, agree as follows:
1. KIND OF SERVICE: Company agrees to supply and Customer a of Phase, Wire, Alternating Current at a nomin voltage of, for Customer's use solely for the operation of e installed by Customer on the property known as	al frequency of 60 Hertz and at a nominal lectric equipment now installed or to be
located at	
 ANNUAL MINIMUM DEMAND CHARGE: In consideration of the investment in facilities to serve Customer, Customer agrees that if the contract year hereunder, in accordance with the rate selected specifie the minimum demand charge specified in this rate schedule, the diffe charge and said net demand charge payment shall be included in the month and Customer agrees to pay same as a charge for service ren TERM: This Agreement shall commence at 12:01 A.M. on, least six months prior written notice by either party for Tier 2 custome notice by either party for Tier 1 customers, shall continue further until 	e net demand charge payments during any ed in Section 4 below, amount to less than rence between such minimum demand bill following the contract anniversary dered. , and shall , and if not then terminated by at rs or by at least 36 months prior written

(Continued on Sheet No. 7-6)

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Northern States Power Company, a Minnesota corporation Minneapolis, Minnesota 55401 MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

ELECTRIC SERVICE AGREEMENT PEAK CONTROLLED SERVICE (Continued)

Section No. 7 2nd Revised Sheet No. 6

4. RATE: Customer agrees to qualify for and elects the Rate Schedule for ____

5. PAYMENT OF BILLS: All bills are payable at Company's office on or before the date the bill is due for service supplied by Company in the preceding billing period. All bills will be issued to Customer at the location identified in Section 1 above, unless the Customer has given the Company written notice of a different address for billing purposes.

6. SERVICE INSTALLATION: Customer may be responsible at its cost to provide certain capabilities or conditions prior to the Company's installation of service, as provided in the General Rules and Regulations of Company and/or in the Rate Schedule for Customer's specific service, as they now exist or may hereafter be changed and both on file with the state Regulatory Commission.

7. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use subject to the General Rules and Regulations of Company on file with the state regulatory commission as they now exist or may hereafter be changed. A copy of such rules and regulations is available from the Company. This Agreement is also subject to Sections(s) ______ appearing under the heading "Additional Terms and Conditions" which are attached to this Agreement. Customer agrees to use electrical service only as herein stated and will not assign this Agreement except upon written consent of Company.

8. MAXIMUM HOURS OF INTERRUPTION: Company agrees that the total intentional interruptions of controlled demand will not exceed 80 hours per calendar year for Tier 2 customers, 150 hours per year for Tier 1 customers, and 300 hours per year for Tier 1 Energy Controlled Service Rider customers.

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

		(Continued on Sheet No. 7-7)		
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Northern States Power Company, a Minnesota corporation Minneapolis, Minnesota 55401 MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

ELECTRIC SERVICE AGREEMENT PEAK CONTROLLED SERVICE (Continued)

Section No. 7 2nd Revised Sheet No. 7

- 11. EXPECTED MAXIMUM DEMANDS: For the term of this Agreement, Customer's expected maximum <u>annual</u> <u>adjusted</u> demand is ______ kW. The expected maximum annual demand less the predetermined demand level is the expected maximum controlled demand. The Customer's expected maximum <u>summer</u> <u>season adjusted</u> demand is ______ kW.
- 12. PREDETERMINED DEMAND LEVEL (PDL): Customer may elect either the standard or optional arrangement as specified below.

Standard: Customer agrees to limit adjusted demand to ______ kW during control periods. Optional: Customer agrees to reduce adjusted demand by ______ kW during control periods. Customer's PDL will be the monthly adjusted demand less the agreed to load reduction.

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

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

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

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(Continued on Sheet No. 7-8)

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ELECTRIC SERVICE AGREEMENT PEAK CONTROLLED SERVICE (Continued)

Section No. 7 2nd Revised Sheet No. 8

13. (Continued)

Customer will pay a cancellation charge after the twelve month trial period if Customer terminates this Agreement and elects to receive service from NSP on a non-interruptible basis or this Agreement is terminated as a result of any default of Customer. Customers no longer receiving service from NSP upon termination of Agreement will not be assessed the cancellation charge. The cancellation charge will be the difference between the billing amounts described above, for the most recent 18 months for Tier 2 or 36 months for Tier 1 of Peak Controlled Service or Peak Controlled Time of Day Service. Customer will not receive a refund for any additional charges which were assessed during this 18 or 36 month period due to Customer failure to control load.

Additionally, if at any time this Agreement is terminated in any above described manner, Customer will be charged all installation and removal costs for special equipment and facilities provided by Company for Peak Controlled Service or Peak Controlled Time of Day Service.

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

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

NORTHERN STATES POWER COMPANY, a Minnesota corporation ("Xcel Energy")	CUSTOMER
Ву	Ву
Title	Title

Marketing Manager

Service Policy

 Date Filed:
 11-02-12
 By:
 David M. Sparby
 Effective Date:
 12-01-13

 President and CEO of Northern
 States Power Company, a Minnesota corporation

 Docket No.
 E002/GR-12-961
 Order Date:
 09-03-13

CERTIFICATE OF SERVICE

I, Lynnette Sweet, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

- <u>xx</u> by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota; or
- \underline{xx} by electronic filing.

Xcel Energy's Miscellaneous Electric Service List

Dated this 21st day of May 2020.

/s/

Lynette Sweet Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
David	Aafedt	daafedt@winthrop.com	Winthrop & Weinstine, P.A.	Suite 3500, 225 South Sixth Street Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James J.	Bertrand	james.bertrand@stinson.co m	STINSON LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James	Canaday	james.canaday@ag.state. mn.us	Office of the Attorney General-RUD	Suite 1400 445 Minnesota St. St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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Generic Notice	Commerce Attorneys	commerce.attorneys@ag.st ate.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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George	Crocker	gwillc@nawo.org	North American Water Office	PO Box 174 Lake Elmo, MN 55042	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
John	Farrell	jfarrell@ilsr.org	Institute for Local Self- Reliance	2720 E. 22nd St Institute for Local Self Reliance Minneapolis, MN 55406	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Sharon	Ferguson	sharon.ferguson@state.mn .us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Joseph	Meyer	joseph.meyer@ag.state.mn .us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Stacy	Miller	stacy.miller@minneapolism n.gov	City of Minneapolis	350 S. 5th Street Room M 301 Minneapolis, MN 55415	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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Generic Notice	Residential Utilities Division	residential.utilities@ag.stat e.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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Byron E.	Starns	byron.starns@stinson.com	STINSON LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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