



414 Nicollet Mall
Minneapolis, MN 55401

May 15, 2017

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NOT PUBLIC OR PRIVILEGED INFORMATION
HAS BEEN EXCISED**

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

- Via Electronic Filing -

RE: REPLY COMMENTS

IN THE MATTER OF THE FORMAL COMPLAINT AND PETITION FOR
RELIEF BY MINNESOTA ENERGY RESOURCES CORPORATION AGAINST
NORTHERN STATES POWER COMPANY D/B/A XCEL ENERGY FOR
VIOLATIONS OF MINN. STAT. § 216B.01 AND COMMISSION POLICY

DOCKET NO. G011, G002/C-17-305

Dear Mr. Wolf:

In order to facilitate an expedited review by the Commission, Xcel Energy submits as attachments each information request served upon the Company along with our response. We believe our responses, when considered alongside the record, support the prompt and complete dismissal of MERC's complaint.

A number of the attachments to the Not-Public version of this filing include information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information has independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized under the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

Please contact me at (612) 215-5331 or Amanda.Rome@xcelenergy.com with any questions.

Sincerely,

/s/

AMANDA J. ROME
LEAD ASSISTANT GENERAL COUNSEL

Enclosures

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 1

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please provide copies of all responses Northern State Power Company provides to any information request asked by any other party or participant to this proceeding by email to the following email address: brian.meloy@stinson.com. This request is ongoing.

Response:

To date, the Company has not responded to information requests from other parties or participants to this proceeding. We will provide Minnesota Energy Resources Corporation with copies of all public responses to information requests from other parties on a going-forward basis.

Preparer: Mary A. Martinka

Title: Case Specialist

Department: NSPM Regulatory

Telephone: 612.330.6737

Date: May 5, 2017

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Xcel Energy

Docket No.: G011, 002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 2

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please identify the rate schedule(s) applicable to Northern States Power Company's proposed provision of natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota.

Response:

While the Company has provided the Minnesota Vikings with rate options, the parties have not yet entered into a Service Agreement identifying the applicable tariffed rates. The following tariffs detailing commercial rates from Northern States Power Company's Gas Rate Book may be applicable to the Company's proposed provision of natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota: 102/108 Small Commercial Firm; 118/125 Large Commercial Firm; 103 Large Firm Commercial Demand Billed; 106 Medium Interruptible; and/or Limited Firm Service.

Preparer: Scott Hults

Title: Manager, Acct Mgmt & Gas Business Development

Department: Gas Business Development

Telephone: 651.229.2265

Date: May 5, 2017

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Xcel Energy

Docket No.: G011, 002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 3

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please explain when Northern States Power Company entered into an agreement to provide natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota, and provide a copy of such agreement or contract.

Response:

Northern States Power Company executed a Natural Gas Competitive Agreement with MV Eagan Ventures, LLC on March 29, 2017. See Attachment A to this response for a copy of the agreement.

We note that the promotional incentive contemplated by the agreement is an operation and maintenance expenditure paid for by the Company's shareholders. It is not a ratepayer expense and is, thus, not included in rates. Further, the conservation incentive contemplated by the agreement is governed by the filed energy conservation program.

Portions of Attachment A are marked as "Not-Public" because they include information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information includes confidential contract, service and cost terms having independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized by the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

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NOT PUBLIC OR PRIVILEGED INFORMATION HAS BEEN EXCISED

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 5, 2017



NATURAL GAS COMPETITIVE AGREEMENT

This Natural Gas Competitive Agreement made this 29th day of March, 2017 between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), 414 Nicollet Mall, Minneapolis, Minnesota 55401, and its successors, and MV Eagan Ventures, LLC a Delaware Limited Liability Co. (the "Owner/Developer") (collectively, the "Parties"). This agreement is only valid if signed within 90 days from the date above.

The Owner/Developer owns and is developing property located in Eagan, in the County of Dakota, State of MN, and desires to have Xcel Energy install natural gas main and services to serve the property (the "Project") which is described more specifically on the map or plat attached hereto as Attachment A, and incorporated herein by reference. Xcel Energy is a natural gas public utility and desires to provide service to this property. Therefore, the Parties agree as follows:

1. Xcel Energy agrees to install natural gas main and services to serve the Project. The Owner/Developer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the property utilized for the Project. Therefore, in consideration of Xcel Energy's agreement to design and install the natural gas service for the Project, the Owner/Developer grants Xcel Energy the exclusive right to transport natural gas to all residential, commercial and industrial structures of any kind within the Project. If another entity transports natural gas to any Structure within the Project, then the Owner/Developer will reimburse Xcel Energy for its costs in the design and installation of its natural gas main and services.
2. All natural gas mains and/or services installed by Xcel Energy shall be and shall remain the property of Xcel Energy, and neither the Owner/Developer nor any contractor of Owner/Developer shall acquire any right, title or interest in any gas main and/or services installed under this Agreement. The Owner/Developer will grant to Xcel Energy all easements necessary for the installation and operation of all natural gas mains and other facilities, as requested by Xcel Energy.
3. It is understood that any incentives offered to the Owner/Developer by Xcel Energy are contingent upon the number and type of customers and respective loads the Owner/Developer has represented to Xcel Energy will exist in the Project. For the Project, the Owner/Developer represents the associated customers and loads are as follows: future development of up to 200 acres. All structures in the Project will utilize natural gas for space heating, unless specified herein: ^{except for Phase 1,} electric heat may be selected at owner/customer discretion. Any change in the customer count or type may constitute a revised offer to the Owner/Developer from Xcel Energy.
4. The Owner/Developer warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement, to construct the Project and to perform fully its obligation hereunder.
5. The Owner/Developer may not assign this Agreement. This is the complete Agreement between the Owner/Developer and Xcel Energy and it may not be changed except in writing and signed by both parties. The laws of the state where the Project is located govern the terms of this Agreement.
6. Xcel Energy agrees to maintain in good standing all government licenses, permits and other authorizations granted by any governmental agency or department which are necessary for it to fulfill its obligation hereunder. Xcel Energy will provide services in accordance with all applicable laws, ordinances, codes and regulations. Xcel Energy shall also, at its expense, maintain all natural gas mains it installs and services it provides.



7. Additional terms, if any, are included in Attachment B, which is incorporated herein by reference.

Trade Secret information excised

- Natural Gas Promotion Allowance** - Xcel Energy agrees to allocate \$ _____ towards the cost of natural gas equipment or other promotional costs associated with _____ the 200 acre project and approved by Xcel Energy.

(**Promotional dollars should be used for programs that would be mutually beneficial to MV Eagan Ventures, LLC, their partners and Xcel Energy.)

Owner/Developer

Mark Wilf

(NAME)

President, MV Eagan Ventures, LLC


(COMPANY)

9520 Viking Drive

(ADDRESS)


Eden Prairie, MN 55344

(CITY, STATE, ZIP CODE)

SIGNATURE: 
PRINT FULL NAME: Mark Wilf
DATE: 3/30/17

**Northern States Power Company,
a Minnesota corporation ("Xcel Energy")**

Christopher W. Conrad
Director, Large Account Management
825 Rice Street
St. Paul, Minnesota 55117

SIGNATURE: 
PRINT FULL NAME: Christopher W. Conrad
DATE: 29-Mar-17

ATTACHMENT A
3/29/17



NORTHEAST EAGAN DEVELOPMENT

2016_0805

Crawford Architects
1301 McCam Street, Suite 200
Kansas City, MO 64108
816-251-1234



825 Rice Street
Saint Paul, MN 55117-5485

Attachment B

Natural Gas Marketing Proposal, MV Eagan Ventures, LLC

To: MV Eagan Ventures, LLC

From: Xcel Energy: Juan Galloway, Michael Mayerchak; Gas Business Development

CC: Xcel Energy: Scott Hults, Gas Business; Chris Conrad, Account Management

Date: 3/29/17

Re: Proposal: 200 Acre Development, Eagan

Xcel Energy is excited to partner with MV Eagan Ventures, LLC on your project to develop the former Northwest Airlines office site off Lone Oak Parkway in Eagan. Xcel Energy's proposed partnership plan for the Eagan Site is listed below for your review and consideration. When creating this proposal, our goal is to provide you with information on how natural gas from Xcel Energy will be your most cost effective resource.

2017 Competitive Incentive

Trade Secret information excised

<p>→</p> <p>↘</p>	<p>Promotional Incentive</p> <p>\$15,000 Potential tax reduction</p> <p>\$59,714 Natural Gas EDA Conservation Rebate</p> <hr/> <p>1X Incentive benefits</p>	<p>\$51,000 Est. Annual gas rate savings</p> <hr/> <p>\$51,000 Est. ongoing annual savings</p>
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We recognize new projects have start-up costs. Xcel Energy will provide the MV Eagan Ventures, LLC the following:

Trade Secret information excised

Promotional Incentive = _____ initial promotional incentive upon receipt of signed Competitive Agreement for Xcel Energy to provide natural gas to all phases of the 200 acre development, and → _____ promotional incentive after consumption of 250,000 therms of natural gas usage from Xcel Energy in any of the development phases for the 200 acres. (250,000 therms would be equivalent to the usage of 7 Commercial Firm Service meters with connected load of 2,300 CFH). It's anticipated that the first phase would consume this amount of natural gas in less than 1 year and the 2nd payment would be made as soon as this threshold was met.

Attachment B - Natural Gas Marketing Proposal, MV Eagan Ventures, LLC (Continued) page 2

Considerations and Benefits

In addition to Paragraph 2 of the Natural Gas Competitive Agreement, the Owner/Developer will cooperate with Xcel Energy to grant to Xcel Energy easements necessary along public rights-of-way or private roads for the installation and operation of all natural gas mains and other facilities, as requested by Xcel Energy.

In addition to Paragraph 4 of the Natural Gas Competitive Agreement, the Owner/Developer warrants that it has received Preliminary Planned Development approvals for the Project and Final Planned Development for phase 1. Xcel Energy acknowledges that the Project will be developed in multiple phases over time, and that Owner/Developer's future phases shall be subject to Final Planned Development approvals as well as obtaining building permits prior to commencing construction of a future phase.

Total anticipated value to MV Eagan Ventures, LLC from choosing Xcel Energy natural gas may exceed as follows:

- Trade Secret information excised
 - - - - - in promotional incentive that can be paid directly to MV Eagan Ventures, LLC or used to offset other utility installation costs for electricity or natural gas upon execution of Competitive Agreement – additional tax benefits of \$15,000 could be gained (assumes 30% corporate tax on revenues received)
 - - in promotional incentive that can be paid directly to MV Eagan Ventures, LLC or used for promotional signage, or events that benefit MV Eagan Ventures, LLC and Xcel Energy upon consumption of 250,000 therms by the development
 - - \$16,000 in estimated annual rate savings with Xcel Energy natural gas vs. other natural gas distribution company options – estimated total savings increases to \$51,000
 - - Natural gas conservation rebate estimate based on Xcel Energy's Energy Design Assistance program Bundle Requirements Document, dated 1/19/17 (pending final site verification):
Xcel Energy natural gas rebate - \$59,714
 - - Single monthly bill for natural gas and electric
 - - Account manager assigned to assist with energy management, customer service
 - - Joint trench gas and electric utility installation of mains & service, including waiver of one utility fee during winter joint construction conditions

Trade Secret information excised

To accept this proposal, please refer to the enclosed Competitive Agreement. Once the agreement is signed and received, Xcel Energy will do the following:

- - Issue a check to the MV Eagan Ventures, LLC in the amount of _____ or credit towards utility facilities.
- - Follow up on additional _____ (issue a check or credit towards utility facilities) once 250,000 therms consumed by the development.

Trade Secret information excised

Trade Secret information excised

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 4

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please explain in detail how Northern States Power Company has applied (or will apply) its Extension Policies reflected in Section 5 of its Tariff in agreeing to extend natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota. In answering this question, please answer the following:

- (a) Whether Northern States Power Company has waived any requirement of its Tariff in extending gas service to the Vikings complex; and
- (b) Whether the Minnesota Vikings are contributing to the cost of extending natural gas service, e.g., Contribution in Aid of Construction (CIAC).

Response:

- (a) The Company did not waive any requirement of the Extension Policies included in Section 5 of its Gas Rate Book in extending gas service to the Minnesota Vikings complex in Eagan, Minnesota.
- (b) The Minnesota Vikings are not required to make a Contribution in Aid of Construction (CIAC) to the cost of extending natural gas service to their new planned headquarters. That said, the Company has not waived any CIAC that may need to be collected if unusual and unanticipated conditions are uncovered during the course of construction. In that case, the Minnesota Vikings could elect to pay a CIAC *[TRADE SECRET BEGINS ...*

... TRADE SECRET ENDS]

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This response is marked as "Not-Public" because it includes information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information has independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized under the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 5, 2017

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Xcel Energy

Docket No.: G011, 002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 5

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please provide a detailed map showing any plans to install or construct new distribution pipeline or associated facilities that Northern States Power Company is planning to construct to extend natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota.

- (a) Please identify the length of any pipeline, its diameter and operating pressure.
- (b) Please indicate whether Northern States Power Company has obtained all necessary easements to facilitate the extension natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota.

Response:

- (a) Please see Attachment A to this response for a map showing the pipeline the Company currently plans to install to serve the Vikings complex. As can be seen from the map, ***[TRADE SECRET BEGINS...***

... TRADE SECRET ENDS].

- (b) The Company has not yet obtained any permits or easements, but it has filed for a permit with the Minnesota Department of Transportation (MnDOT). The Company's application for a MnDOT permit is provided as Attachment B to this response.

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Part (a) of this response and Attachments A and B are marked as "Not-Public" because they include information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information has independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized by the Minnesota Data Practices Act. The attachments also contain information that is security data under Minn. Stat. § 13.37(1)(a). Thus, Xcel Energy maintains the information as a trade secret pursuant to Minn. Rule 7829.0500.

Attachments A and B submitted with the Not-Public version of this response are marked as "Not-Public" in their entirety. Pursuant to Minn. R. 7829.0500, subp. 3, the Company provides the following description of the excised material:

1. **Nature of the Material:** Attachment A is a map in pdf format showing the pipeline the Company currently plans to install to serve the Vikings complex. Attachment B is a copy of the Company's application for a MnDOT permit.
2. **Authors:** Attachment A was drafted by Company engineering personnel. Attachment B was drafted by Company distribution personnel.
3. **Importance:** The information contained in Attachments A and B has independent economic value to the Company by not being generally known to or ascertainable by other parties. In addition, we protect certain customer information therein as confidential. The attachments also contain security data we maintain as trade secret.
4. **Date the Information was Prepared:** The attachments were prepared in Spring of 2017.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 5, 2017

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Xcel Energy

Docket No.: G011, 002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 6

Requestor: Brian Meloy

Date Received: April 27, 2017

Question:

Please indicate whether Northern States Power Company will provide or intends to provide a flexible rate, including but not limited to those flexible rates reflected in Section 5 of its Tariff, for its proposed provision of natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota.

Response:

The Company did not provide, nor does it intend to provide a flexible rate for the Vikings facilities.

Preparer: Scott Hults

Title: Manager, Acct Mgmt & Gas Business Development

Department: Gas Business Development

Telephone: 651.229.2265

Date: May 8, 2017

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Xcel Energy

Docket No.: G011, 002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 7

Requestor: Brian Meloy

Date Received: April 27, 2017

Question:

Please indicate the distance between Xcel's existing natural gas system in Eagan, Minnesota to the nearest interstate natural gas pipeline, and the distance between Xcel's proposed extension to provide natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota and the nearest interstate natural gas pipeline.

Response:

The Company has existing natural gas facilities less than 1/2 mile away from the Vikings complex and anticipates a main feed of less than 1.5 miles will be needed in order to provide service. The Company's existing natural gas system in Eagan interconnects directly with Northern Natural Gas Company's interstate pipeline at a Town Border Station in Eagan. The Vikings complex is approximately 3.7 miles from the Eagan Town Border Station.

Preparer: Scott Hults

Title: Manager, Acct Mgmt & Gas Business Development

Department: Gas Business Development

Telephone: 651.229.2265

Date: May 8, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 8

Requestor: Brian Meloy

Date Received: May 1, 2017

Question:

Please refer to Northern State Power Company’s (“Xcel”) April 28, 2017 Response to Complaint filed in the above-referenced docket at page 1 where Xcel states: “The customer at issue here – the Minnesota Vikings – selected Xcel Energy as its chosen provider for its new corporate headquarters in Eagan, Minnesota following a competitive bidding process that included the Complainant, Minnesota Energy Resources Corporation (MERC).”

- (a) Please provide a copy of any and all written materials relating to the referenced “competitive bidding process,” including but not limited to any (1) written documents provided by the Vikings, (2) response(s) provided by Xcel, and (3) any electronic communications between Xcel and the Vikings related to Xcel’s offer to provide natural gas service to the Vikings.
- (b) Please identify the names and titles of all individuals at Xcel that participated in developing, negotiating or preparing the rates, terms and conditions of service to the Vikings.
- (c) Please identify the time, place and participants for all meetings that occurred in 2016 and 2017 between the Vikings and Xcel related to the provision of electric or gas service to the Vikings’ planned development in Eagan.
- (d) Please identify all instances in which Xcel has participated in a Request for Proposal (“RFP”) or competitive bidding process for natural gas service in the last five years. Please provide the timeframe, the customer that issued the RFP, and the other natural gas providers that participated in the bid process.

Response:

The Company objects to this information request as overly broad, burdensome, premature and improper in that it seeks information that is not relevant to the Complaint filed by MERC in the above-captioned docket.

Notwithstanding our objection, the Company notes that on September 13, 2016, it was invited to the Minnesota Vikings' current headquarters to present a service proposal to the Vikings and its representatives. It is our understanding that MERC also presented a service proposal to the Vikings and its representatives in September 2016, and perhaps on the same day that Xcel Energy made its presentation. The analyses that informed the Company's proposal have been produced as attachments to the Company's responses to prior information requests, including MERC Information Request No. 5, DOC Information Request Nos. 8 and 9 and OAG Information Request No. 101.

Following the presentation of our proposal, Company representatives engaged in ongoing discussions with the Vikings and its representatives during which we answered questions about our natural gas operations and refined our service proposal.

On or about February or March 2017, the Vikings or its representative informed Company representatives that Xcel Energy had been selected as the Vikings' preferred natural gas service provider. It is our understanding that, at that time, MERC was informed by the Vikings or its representative that Xcel Energy had been selected as the exclusive natural gas service provider for the Vikings' development site.

On March 29, 2017, the Company entered into a Natural Gas Competitive Agreement with MV Eagan Ventures LLC, which granted Xcel Energy the exclusive right to serve the Vikings complex as well as any future developments on the 200-acre site. We produced this agreement as Attachment A to the Company's response to MERC Information Request No. 3.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 11, 2017

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Xcel Energy

Docket No.: G011, 002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 9

Requestor: Brian Meloy

Date Received: May 1, 2017

Question:

Please refer to Northern State Power Company’s (“Xcel”) April 28, 2017 Response to Complaint filed in the above-referenced docket at page 3 where Xcel states: “As the Vikings’ natural gas service provider of choice, we are actively working to coordinate the timing and installation of natural gas and electric facilities with Kraus-Anderson, the City of Eagan, and the Minnesota Department of Transportation.”

- (a) Please provide a copy of all written materials relating to Xcel’s communications with Kraus-Anderson, the City of Eagan, and the Minnesota Department of Transportation related to Xcel’s proposed provision of service to the Vikings.
- (b) Please identify the names and titles of all individuals at Kraus-Anderson, the City of Eagan, and the Minnesota Department of Transportation that Xcel “coordinated” with related to Xcel’s provision of service to the Vikings.

Response:

The Company objects to this information request as overly broad, burdensome, premature and improper in that it seeks information that is not relevant to the Complaint filed by MERC in the above-captioned docket.

Notwithstanding our objection, the Company notes that on Monday, May 8, it was granted a permit by the Minnesota Department of Transportation to build infrastructure in a State of Minnesota Right of Way. We produced the underlying permit application as Attachment B to the Company's response to MERC Information Request No. 5. The Company has also met with the City of Eagan

on permitting issues, and shared with the City our proposed route, which we have produced as Attachment A to MERC Information Request No. 5.

The Company further notes that it communicates regularly with Kraus-Anderson about the progress of construction, site and plan modifications, and how those items may impact Xcel Energy's engineering design and construction work.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 11, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 10

Requestor: Brian Meloy

Date Received: May 1, 2017

Question:

Please refer to Northern State Power Company’s (“Xcel”) April 28, 2017 Response to Complaint filed in the above-referenced docket at page 3 where Xcel states: “In August 2016, the Vikings, along with their construction partner, Kraus-Anderson, broke ground at their new site. The next month, in September 2016, the Vikings invited Xcel Energy to a meeting to provide a quote for the provision of natural gas service to their new development. We understand that MERC was also invited to, and did, provide a price quote during the same timeframe.”

- (a) Please provide the basis for Xcel’s statement that “MERC was also invited to, and did, provide a price quote during the same [August-September 2016] timeframe,” including but not limited to, any documents showing that MERC was invited to provide a competitive offer and that MERC did provide such an offer to the Vikings.

Response:

Please see the Company’s response to MERC Information Request No. 8.

Preparer: Scott Hults

Title: Manager, Acct Mgmt & Gas Business Development

Department: Gas Business Development

Telephone: 651.229.2265

Date: May 11, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 11

Requestor: Brian Meloy

Date Received: May 1, 2017

Question:

Please refer to Northern State Power Company's ("Xcel") April 28, 2017 Response to Complaint filed in the above-referenced docket at pages 3-4 where Xcel states: "Another potential threat to the timely advancement of the project is MERC's failure to timely cooperate with the Vikings development."

- (a) Please identify all communications between Xcel and Kraus-Anderson or Xcel and the Vikings that caused Xcel to believe that MERC has "...failed to timely cooperate with the Vikings development." Identify the source of the communication, when the communication occurred, the context in which Xcel received the communication and any reasons provided by Kraus-Anderson or the Vikings to Xcel.

Response:

Based on discussions with Kraus-Anderson, it is our understanding that MERC was asked to remove temporary gas service and meters from the Vikings project site and waited several weeks before complying with that request. We similarly understand that MERC was asked to remove an existing service located at the former Northwest Airlines headquarter building and declined to do so until the last week of April. We understand that the resulting delay forced the contractor to expend additional time and effort to avoid contact with the facilities while grading changes were underway for the new development.

Preparer: Scott Hults

Title: Manager, Acct Mgmt & Gas Business Development

Department: Gas Business Development

Telephone: 651.229.2265

Date: May 11, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 12

Requestor: Brian Meloy

Date Received: May 3, 2017

Question:

Please refer to Northern State Power Company’s (“Xcel”) April 28, 2017 Response to Complaint filed in the above-referenced docket at page 3 where Xcel states: “Pursuant to our bid, the Company will provide natural gas and electric service to the Vikings at tariff rates. Although permitted by statute, we did not flex our natural gas service rates.”

- (a) Please identify the rate schedule(s) applicable to Northern States Power Company’s proposed provision of electric service to the new Minnesota Vikings complex in Eagan, Minnesota.
- (b) Please explain when Northern States Power Company entered into an agreement to provide electric service to the new Minnesota Vikings complex in Eagan, Minnesota, and provide a copy of such agreement or contract.

Response:

- (a) While the Company has provided the Minnesota Vikings with rate options, the parties have not yet determined the applicable tariffed rates. The following tariffs detailing commercial rates from Northern States Power Company's Electric Rate Book may be applicable to the Company's proposed provision of electric service to the new Minnesota Vikings complex in Eagan, Minnesota: A14 General Service rate or A15 General Time of Day Service rate.
- (b) The agreement, if needed, will be executed prior to the customer's beginning service. We note that Xcel Energy frequently provides electric service without a separate agreement.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 15, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: MN Department of Information Request No. 7
Commerce

Requestor: John Kundert

Date Received: April 27, 2017

Question:

- A. Please provide a copy of the contract and agreement forms for natural gas service between Xcel Energy and the Minnesota Vikings.
- B. Please identify what rate tariff Xcel Energy anticipates providing service to the Minnesota Vikings and any surrounding customers.

Response:

- A. Northern State Power Company executed a Natural Gas Competitive Agreement with MV Eagan Ventures, LLC on March 29, 2017. See Attachment A to this response for a copy of the agreement.

We note that the promotional incentive contemplated by the agreement is an operation and maintenance expenditure paid for by the Company's shareholders. It is not a ratepayer expense and is, thus, not included in rates. Further, the conservation incentive contemplated by the agreement is governed by the filed energy conservation program.

- B. While the Company has provided the Minnesota Vikings with rate options, the parties have not yet entered into a Service Agreement identifying the applicable tariffed rates. We anticipate the two Minnesota Vikings buildings currently under construction will be served under *[TRADE SECRET BEGINS . . .*

. . . TRADE

SECRET ENDS]. Due to the variety of building types and development plans, Xcel Energy anticipates providing service to the MV Eagan Venture's

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project and surrounding areas from the following MN Gas Tariff Rates: 101 Residential; 102/108 Small Commercial Firm; 118/125 Large Commercial Firm; 103 Large Firm Commercial Demand Billed; 105/111 Small Interruptible; 106 Medium Interruptible; and/or Limited Firm Service.

Portions of this response and Attachment A are marked as "Not-Public" because they include information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information includes confidential contract, service and cost terms having independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized by the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 8, 2017



NATURAL GAS COMPETITIVE AGREEMENT

This Natural Gas Competitive Agreement made this 29th day of March, 2017 between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), 414 Nicollet Mall, Minneapolis, Minnesota 55401, and its successors, and MV Eagan Ventures, LLC a Delaware Limited Liability Co. (the "Owner/Developer") (collectively, the "Parties"). This agreement is only valid if signed within 90 days from the date above.

The Owner/Developer owns and is developing property located in Eagan, in the County of Dakota, State of MN, and desires to have Xcel Energy install natural gas main and services to serve the property (the "Project") which is described more specifically on the map or plat attached hereto as Attachment A, and incorporated herein by reference. Xcel Energy is a natural gas public utility and desires to provide service to this property. Therefore, the Parties agree as follows:

1. Xcel Energy agrees to install natural gas main and services to serve the Project. The Owner/Developer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the property utilized for the Project. Therefore, in consideration of Xcel Energy's agreement to design and install the natural gas service for the Project, the Owner/Developer grants Xcel Energy the exclusive right to transport natural gas to all residential, commercial and industrial structures of any kind within the Project. If another entity transports natural gas to any Structure within the Project, then the Owner/Developer will reimburse Xcel Energy for its costs in the design and installation of its natural gas main and services.
2. All natural gas mains and/or services installed by Xcel Energy shall be and shall remain the property of Xcel Energy, and neither the Owner/Developer nor any contractor of Owner/Developer shall acquire any right, title or interest in any gas main and/or services installed under this Agreement. The Owner/Developer will grant to Xcel Energy all easements necessary for the installation and operation of all natural gas mains and other facilities, as requested by Xcel Energy.
3. It is understood that any incentives offered to the Owner/Developer by Xcel Energy are contingent upon the number and type of customers and respective loads the Owner/Developer has represented to Xcel Energy will exist in the Project. For the Project, the Owner/Developer represents the associated customers and loads are as follows: future development of up to 200 acres. All structures in the Project will utilize natural gas for space heating, unless specified herein: ^{except for Phase 1,} electric heat may be selected at owner/customer discretion. Any change in the customer count or type may constitute a revised offer to the Owner/Developer from Xcel Energy.
4. The Owner/Developer warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement, to construct the Project and to perform fully its obligation hereunder.
5. The Owner/Developer may not assign this Agreement. This is the complete Agreement between the Owner/Developer and Xcel Energy and it may not be changed except in writing and signed by both parties. The laws of the state where the Project is located govern the terms of this Agreement.
6. Xcel Energy agrees to maintain in good standing all government licenses, permits and other authorizations granted by any governmental agency or department which are necessary for it to fulfill its obligation hereunder. Xcel Energy will provide services in accordance with all applicable laws, ordinances, codes and regulations. Xcel Energy shall also, at its expense, maintain all natural gas mains it installs and services it provides.



7. Additional terms, if any, are included in Attachment B, which is incorporated herein by reference.

Trade Secret information excised

- Natural Gas Promotion Allowance** - Xcel Energy agrees to allocate \$ _____ towards the cost of natural gas equipment or other promotional costs associated with _____ the 200 acre project and approved by Xcel Energy.

(**Promotional dollars should be used for programs that would be mutually beneficial to MV Eagan Ventures, LLC, their partners and Xcel Energy.)

Owner/Developer

Mark Wilf
(NAME)

President, MV Eagan Ventures, LLC
(COMPANY)

9520 Viking Drive
(ADDRESS)

Eden Prairie, MN 55344
(CITY, STATE, ZIP CODE)

**Northern States Power Company,
a Minnesota corporation ("Xcel Energy")**

Christopher W. Conrad
Director, Large Account Management
825 Rice Street
St. Paul, Minnesota 55117

SIGNATURE: _____
PRINT FULL NAME: Mark Wilf
DATE: 3/30/17

SIGNATURE: _____
PRINT FULL NAME: Christopher W. Conrad
DATE: 29-Mar-17

ATTACHMENT A
3/29/17



NORTHEAST EAGAN DEVELOPMENT

2016_0805

Crawford Architects
1801 McCam Street, Suite 200
Kansas City, MO 64108
(816) 421-1000



825 Rice Street
Saint Paul, MN 55117-5485

Attachment B

Natural Gas Marketing Proposal, MV Eagan Ventures, LLC

To: MV Eagan Ventures, LLC
From: Xcel Energy: Juan Galloway, Michael Mayerchak; Gas Business Development
CC: Xcel Energy: Scott Hults, Gas Business; Chris Conrad, Account Management
Date: 3/29/17
Re: Proposal: 200 Acre Development, Eagan

Xcel Energy is excited to partner with MV Eagan Ventures, LLC on your project to develop the former Northwest Airlines office site off Lone Oak Parkway in Eagan. Xcel Energy's proposed partnership plan for the Eagan Site is listed below for your review and consideration. When creating this proposal, our goal is to provide you with information on how natural gas from Xcel Energy will be your most cost effective resource.

2017 Competitive Incentive

Trade Secret information excised

	Promotional Incentive	\$51,000 Est. Annual gas rate savings
	\$15,000 Potential tax reduction	
	\$59,714 Natural Gas EDA Conservation Rebate	
	1X Incentive benefits	\$51,000 Est. ongoing annual savings

We recognize new projects have start-up costs. Xcel Energy will provide the MV Eagan Ventures, LLC the following:

Trade Secret information excised

Promotional Incentive = _____ initial promotional incentive upon receipt of signed Competitive Agreement for Xcel Energy to provide natural gas to all phases of the 200 acre development, and _____ promotional incentive after consumption of 250,000 therms of natural gas usage from Xcel Energy in any of the development phases for the 200 acres. (250,000 therms would be equivalent to the usage of 7 Commercial Firm Service meters with connected load of 2,300 CFH). It's anticipated that the first phase would consume this amount of natural gas in less than 1 year and the 2nd payment would be made as soon as this threshold was met.

Attachment B - Natural Gas Marketing Proposal, MV Eagan Ventures, LLC (Continued) page 2

Considerations and Benefits

In addition to Paragraph 2 of the Natural Gas Competitive Agreement, the Owner/Developer will cooperate with Xcel Energy to grant to Xcel Energy easements necessary along public rights-of-way or private roads for the installation and operation of all natural gas mains and other facilities, as requested by Xcel Energy.

In addition to Paragraph 4 of the Natural Gas Competitive Agreement, the Owner/Developer warrants that it has received Preliminary Planned Development approvals for the Project and Final Planned Development for phase 1. Xcel Energy acknowledges that the Project will be developed in multiple phases over time, and that Owner/Developer's future phases shall be subject to Final Planned Development approvals as well as obtaining building permits prior to commencing construction of a future phase.

Total anticipated value to MV Eagan Ventures, LLC from choosing Xcel Energy natural gas may exceed as follows:

- Trade Secret information excised
 - - - in promotional incentive that can be paid directly to MV Eagan Ventures, LLC or used to offset other utility installation costs for electricity or natural gas upon execution of Competitive Agreement – additional tax benefits of \$15,000 could be gained (assumes 30% corporate tax on revenues received)
 - in promotional incentive that can be paid directly to MV Eagan Ventures, LLC or used for promotional signage, or events that benefit MV Eagan Ventures, LLC and Xcel Energy upon consumption of 250,000 therms by the development
 - \$16,000 in estimated annual rate savings with Xcel Energy natural gas vs. other natural gas distribution company options – estimated total savings increases to \$51,000
Trade Secret information excised
 - Natural gas conservation rebate estimate based on Xcel Energy's Energy Design Assistance program Bundle Requirements Document, dated 1/19/17 (pending final site verification):
Xcel Energy natural gas rebate - \$59,714
 - Single monthly bill for natural gas and electric
 - Account manager assigned to assist with energy management, customer service
 - Joint trench gas and electric utility installation of mains & service, including waiver of one utility fee during winter joint construction conditions

To accept this proposal, please refer to the enclosed Competitive Agreement. Once the agreement is signed and received, Xcel Energy will do the following:

- Trade Secret information excised
 - Issue a check to the MV Eagan Ventures, LLC in the amount of or credit towards utility facilities.
Trade Secret information excised
 - Follow up on additional ↑ (issue a check or credit towards utility facilities) once 250,000 therms consumed by the development.

Trade Secret information excised

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: MN Department of Information Request No. 8
Commerce

Requestor: John Kundert

Date Received: April 27, 2017

Question:

Provide an estimate of the anticipated natural gas demands and usage for the Proposed Development. Please provide electronic copies with all links and formulas intact.

Response:

The estimate of the projected natural gas demands for the proposed development was based on the plans provided to the Company by the Minnesota Vikings and Kraus-Anderson, which included the square footage of the various building types anticipated by the site plans. The total Cubic Feet per Hour demand estimate was [**TRADE SECRET BEGINS** **TRADE SECRET ENDS**]. See Attachment A to this response, which provides underlying data supporting this demand estimate. Attachment A is provided in live Excel spreadsheet format.

This response and Attachment A are marked as "Not-Public" because they include information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information has independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized under the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 8, 2017

Password= 'GBD'

Residential And Commercial Customer Information Sheet

Proj. Wksht (AIJ) Date

Work Order #

Rev Date 03/21/16

PROJECT NAME:
 (Business Name)

NAMING CONVENTION- CITY/TWP First, Then Business Name. Ex: OAKD-Wolf Holow

AIJ SERVICE (SITE) INFO

Customer Name	<input style="width: 100%;" type="text"/>
Service Install Address	<input style="width: 100%;" type="text"/>
City, State, Zip	<input style="width: 100%;" type="text"/>
E Mail Address	<input style="width: 100%;" type="text"/>
Customer Phone Nos.	<input style="width: 50%;" type="text"/> <input style="width: 50%;" type="text"/>

AGREEMENT FILL-OUT INFO

Company Legal Name	<input style="width: 100%;" type="text"/>
Development Name	<input style="width: 100%;" type="text"/>
Type Of Business	<input style="width: 100%;" type="text"/>
Billing Address (If diff from site)	<input style="width: 100%;" type="text"/>
City, State, Zip	<input style="width: 100%;" type="text"/>
City, County, State	<input style="width: 30%;" type="text"/> <input style="width: 30%;" type="text"/> <input style="width: 40%;" type="text"/>

Billing Sheet,etc Info

	Name	Phone
Territory Rep	Juan Galloway Jr	651-779-3519
Gas Designer	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Service Designer	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
Manager of GBD	Scott Hults	651-229-2265

Agmt made this Day of Full Date

<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
HVAC Contractor Name	HVAC Contractor Phone	HVAC Contractor E-Mail
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

Area Office Info

Office Street Address	825 Rice Street
City ,State,Zip	St Paul, MN 55117

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: MN Department of Commerce Information Request No. 9

Requestor: John Kundert

Date Received: April 27, 2017

Question:

- A. Provide any and all analyses that estimate the costs, including any and all expansion costs, and revenues Xcel Energy forecasts it would incur/receive from the Proposed Development if it were to provide natural gas distribution service beginning August 1, 2017. Please provide electronic copies with all links and formulas intact.
- B. Provide any and all analyses that estimate the costs and revenue Xcel Energy forecasts MERC would incur/receive from the Proposed Development if MERC were to provide service to the Proposed Development effective August 1, 2017. Please provide electronic copies with all links and formulas intact.

Response:

- A. Please see the Company's response to DOC Information Request 8, Attachment A.
- B. Xcel Energy conducted a customer rate cost comparison using MERC's filed rates, which are publicly available. The customer rate cost comparison analyzed several natural gas usage scenarios for several buildings for which the Vikings or Kraus-Anderson had provided natural gas demand and usage estimates. The cost comparison document is provided in live Excel spreadsheet format as Attachment A to this response.

Attachment A to this response is marked as "Not-Public" because it includes information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information has independent economic value from not being

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generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized under the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

Attachment A submitted with the Not-Public version of this response is marked as “Not-Public” in its entirety. Pursuant to Minn. R. 7829.0500, subp. 3, the Company provides the following description of the excised material:

1. **Nature of the Material:** Attachment A is a live Excel spreadsheet providing a customer rate cost comparison using MERC's final rates.
2. **Authors:** Attachment A was drafted by Company gas sales personnel.
3. **Importance:** The information contained in Attachment A has independent economic value to the Company by not being generally known to or ascertainable by other parties. In addition, we protect certain customer information therein as confidential.
4. **Date the Information was Prepared:** The attachment was prepared in Spring of 2017.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 8, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: MN Department of Information Request No. 10
Commerce

Requestor: John Kundert

Date Received: April 27, 2017

Question:

- A. Provide an estimate of Xcel capital costs if Xcel Gas is allowed to serve the Proposed Development. Please provide electronic copies with all links and formulas intact.
- B. Provide an estimate of the amount of Contribution in Aid of Construction (CIAC) that the Minnesota Vikings will be required to provide to receive natural gas service from Xcel Energy. Please provide electronic copies with all links and formulas intact.

Response:

- A. The total estimate of Xcel Energy capital costs for Xcel Energy to provide natural gas service to the entire proposed Vikings development is [**TRADE SECRET BEGINS TRADE SECRET ENDS**]. See the Company's response to DOC Information Request 8, Attachment A.
- B. The Minnesota Vikings are not required to make a Contribution in Aid of Construction (CIAC) to the cost of extending natural gas service to their new planned headquarters. That said, the Company has not waived any CIAC that may need to be collected if unusual and unanticipated conditions are uncovered during the course of construction. In that case, the Minnesota Vikings could elect to pay a CIAC [**TRADE SECRET BEGINS TRADE SECRET ENDS**].

This response is marked as "Not-Public" because it includes information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information has

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independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized under the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 8, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Office of Attorney General Information Request No. 100

Requestor: Ryan Barlow

Date Received: May 8, 2017

Question:

Provide responses to all other parties' information requests (formal and informal) and to OAG information requests by email to the following email address: utilityinfo@ag.state.mn.us. Items that cannot be sent via email may be mailed to the attention of Rachael Bernardini at the following address: 445 Minnesota Street, Suite 1400, St. Paul, MN 55101.

Response:

Please find attached the Company's Public responses to the Minnesota Energy Resources Corporation's (MERC) Information Requests Nos. 1, 2, 3, 4 and 5. The Office of the Attorney General (OAG) has been copied on responses to all other inquiries submitted by parties to date in this proceeding. We will continue to provide the OAG with copies of responses to information requests from other parties.

Preparer: Mary A. Martinka

Title: Case Specialist

Department: NSPM Regulatory

Telephone: 612.330.6737

Date: May 8, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 1

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please provide copies of all responses Northern State Power Company provides to any information request asked by any other party or participant to this proceeding by email to the following email address: brian.meloy@stinson.com. This request is ongoing.

Response:

To date, the Company has not responded to information requests from other parties or participants to this proceeding. We will provide Minnesota Energy Resources Corporation with copies of all public responses to information requests from other parties on a going-forward basis.

Preparer: Mary A. Martinka

Title: Case Specialist

Department: NSPM Regulatory

Telephone: 612.330.6737

Date: May 5, 2017

- Not Public Document – Not For Public Disclosure
 Public Document – Not Public (Or Privileged) Data Has Been Excised
 Public Document

Xcel Energy

Docket No.: G011, 002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 2

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please identify the rate schedule(s) applicable to Northern States Power Company's proposed provision of natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota.

Response:

While the Company has provided the Minnesota Vikings with rate options, the parties have not yet entered into a Service Agreement identifying the applicable tariffed rates. The following tariffs detailing commercial rates from Northern States Power Company's Gas Rate Book may be applicable to the Company's proposed provision of natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota: 102/108 Small Commercial Firm; 118/125 Large Commercial Firm; 103 Large Firm Commercial Demand Billed; 106 Medium Interruptible; and/or Limited Firm Service.

Preparer: Scott Hults

Title: Manager, Acct Mgmt & Gas Business Development

Department: Gas Business Development

Telephone: 651.229.2265

Date: May 5, 2017

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Xcel Energy

Docket No.: G011, 002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 3

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please explain when Northern States Power Company entered into an agreement to provide natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota, and provide a copy of such agreement or contract.

Response:

Northern States Power Company executed a Natural Gas Competitive Agreement with MV Eagan Ventures, LLC on March 29, 2017. See Attachment A to this response for a copy of the agreement.

We note that the promotional incentive contemplated by the agreement is an operation and maintenance expenditure paid for by the Company's shareholders. It is not a ratepayer expense and is, thus, not included in rates. Further, the conservation incentive contemplated by the agreement is governed by the filed energy conservation program.

Portions of Attachment A are marked as "Not-Public" because they include information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information includes confidential contract, service and cost terms having independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized by the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

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Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 5, 2017



NATURAL GAS COMPETITIVE AGREEMENT

This Natural Gas Competitive Agreement made this 29th day of March, 2017 between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), 414 Nicollet Mall, Minneapolis, Minnesota 55401, and its successors, and MV Eagan Ventures, LLC a Delaware Limited Liability Co. (the "Owner/Developer") (collectively, the "Parties"). This agreement is only valid if signed within 90 days from the date above.

The Owner/Developer owns and is developing property located in Eagan, in the County of Dakota, State of MN, and desires to have Xcel Energy install natural gas main and services to serve the property (the "Project") which is described more specifically on the map or plat attached hereto as Attachment A, and incorporated herein by reference. Xcel Energy is a natural gas public utility and desires to provide service to this property. Therefore, the Parties agree as follows:

1. Xcel Energy agrees to install natural gas main and services to serve the Project. The Owner/Developer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the property utilized for the Project. Therefore, in consideration of Xcel Energy's agreement to design and install the natural gas service for the Project, the Owner/Developer grants Xcel Energy the exclusive right to transport natural gas to all residential, commercial and industrial structures of any kind within the Project. If another entity transports natural gas to any Structure within the Project, then the Owner/Developer will reimburse Xcel Energy for its costs in the design and installation of its natural gas main and services.
2. All natural gas mains and/or services installed by Xcel Energy shall be and shall remain the property of Xcel Energy, and neither the Owner/Developer nor any contractor of Owner/Developer shall acquire any right, title or interest in any gas main and/or services installed under this Agreement. The Owner/Developer will grant to Xcel Energy all easements necessary for the installation and operation of all natural gas mains and other facilities, as requested by Xcel Energy.
3. It is understood that any incentives offered to the Owner/Developer by Xcel Energy are contingent upon the number and type of customers and respective loads the Owner/Developer has represented to Xcel Energy will exist in the Project. For the Project, the Owner/Developer represents the associated customers and loads are as follows: future development of up to 200 acres. All structures in the Project will utilize natural gas for space heating, unless specified herein: ^{except for Phase 1,} electric heat may be selected at owner/customer discretion. Any change in the customer count or type may constitute a revised offer to the Owner/Developer from Xcel Energy.
4. The Owner/Developer warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement, to construct the Project and to perform fully its obligation hereunder.
5. The Owner/Developer may not assign this Agreement. This is the complete Agreement between the Owner/Developer and Xcel Energy and it may not be changed except in writing and signed by both parties. The laws of the state where the Project is located govern the terms of this Agreement.
6. Xcel Energy agrees to maintain in good standing all government licenses, permits and other authorizations granted by any governmental agency or department which are necessary for it to fulfill its obligation hereunder. Xcel Energy will provide services in accordance with all applicable laws, ordinances, codes and regulations. Xcel Energy shall also, at its expense, maintain all natural gas mains it installs and services it provides.



7. Additional terms, if any, are included in Attachment B, which is incorporated herein by reference. Trade Secret information excised

- Natural Gas Promotion Allowance** - Xcel Energy agrees to allocate \$ _____ towards the cost of natural gas equipment or other promotional costs associated with _____ the 200 acre project and approved by Xcel Energy.

(**Promotional dollars should be used for programs that would be mutually beneficial to MV Eagan Ventures, LLC, their partners and Xcel Energy.)

Owner/Developer

_____ Mark Wilf
(NAME)

_____ President, MV Eagan Ventures, LLC
(COMPANY)


_____ 9520 Viking Drive
(ADDRESS)

_____ Eden Prairie, MN 55344
(CITY, STATE, ZIP CODE)

**Northern States Power Company,
a Minnesota corporation ("Xcel Energy")**

Christopher W. Conrad
Director, Large Account Management
825 Rice Street
St. Paul, Minnesota 55117

SIGNATURE: 
PRINT FULL NAME: Mark Wilf
DATE: 3/30/17

SIGNATURE: 
PRINT FULL NAME: Christopher W. Conrad
DATE: 29-Mar-17

ATTACHMENT A
3/29/17



NORTHEAST EAGAN DEVELOPMENT

2016_0805

Crawford Architects
1301 McCam Street, Suite 200
Kansas City, MO 64108
816-251-1234



825 Rice Street
Saint Paul, MN 55117-5485

Attachment B

Natural Gas Marketing Proposal, MV Eagan Ventures, LLC

To: MV Eagan Ventures, LLC

From: Xcel Energy: Juan Galloway, Michael Mayerchak; Gas Business Development

CC: Xcel Energy: Scott Hults, Gas Business; Chris Conrad, Account Management

Date: 3/29/17

Re: Proposal: 200 Acre Development, Eagan

Xcel Energy is excited to partner with MV Eagan Ventures, LLC on your project to develop the former Northwest Airlines office site off Lone Oak Parkway in Eagan. Xcel Energy's proposed partnership plan for the Eagan Site is listed below for your review and consideration. When creating this proposal, our goal is to provide you with information on how natural gas from Xcel Energy will be your most cost effective resource.

2017 Competitive Incentive

Trade Secret information excised

	Promotional Incentive	\$51,000 Est. Annual gas rate savings
	\$15,000 Potential tax reduction	
	\$59,714 Natural Gas EDA Conservation Rebate	
	1X Incentive benefits	\$51,000 Est. ongoing annual savings

We recognize new projects have start-up costs. Xcel Energy will provide the MV Eagan Ventures, LLC the following:

Trade Secret information excised

Promotional Incentive = _____ initial promotional incentive upon receipt of signed Competitive Agreement for Xcel Energy to provide natural gas to all phases of the 200 acre development, and _____ promotional incentive after consumption of 250,000 therms of natural gas usage from Xcel Energy in any of the development phases for the 200 acres. (250,000 therms would be equivalent to the usage of 7 Commercial Firm Service meters with connected load of 2,300 CFH). It's anticipated that the first phase would consume this amount of natural gas in less than 1 year and the 2nd payment would be made as soon as this threshold was met.

Attachment B - Natural Gas Marketing Proposal, MV Eagan Ventures, LLC (Continued)

page 2

Considerations and Benefits

In addition to Paragraph 2 of the Natural Gas Competitive Agreement, the Owner/Developer will cooperate with Xcel Energy to grant to Xcel Energy easements necessary along public rights-of-way or private roads for the installation and operation of all natural gas mains and other facilities, as requested by Xcel Energy.

In addition to Paragraph 4 of the Natural Gas Competitive Agreement, the Owner/Developer warrants that it has received Preliminary Planned Development approvals for the Project and Final Planned Development for phase 1. Xcel Energy acknowledges that the Project will be developed in multiple phases over time, and that Owner/Developer's future phases shall be subject to Final Planned Development approvals as well as obtaining building permits prior to commencing construction of a future phase.

Total anticipated value to MV Eagan Ventures, LLC from choosing Xcel Energy natural gas may exceed as follows:

- Trade Secret information excised
→
 in promotional incentive that can be paid directly to MV Eagan Ventures, LLC or used to offset other utility installation costs for electricity or natural gas upon execution of Competitive Agreement – additional tax benefits of \$15,000 could be gained (assumes 30% corporate tax on revenues received)
- in promotional incentive that can be paid directly to MV Eagan Ventures, LLC or used for promotional signage, or events that benefit MV Eagan Ventures, LLC and Xcel Energy upon consumption of 250,000 therms by the development
 Trade Secret information excised
- \$16,000 in estimated annual rate savings with Xcel Energy natural gas vs. other natural gas distribution company options – estimated total savings
 ←
 increases to \$51,000
- Natural gas conservation rebate estimate based on Xcel Energy's Energy Design Assistance program Bundle Requirements Document, dated 1/19/17 (pending final site verification):
 Xcel Energy natural gas rebate - \$59,714
- Single monthly bill for natural gas and electric
- Account manager assigned to assist with energy management, customer service
- Joint trench gas and electric utility installation of mains & service, including waiver of one utility fee during winter joint construction conditions

To accept this proposal, please refer to the enclosed Competitive Agreement. Once the agreement is signed and received, Xcel Energy will do the following:

- Trade Secret information excised
→
 Issue a check to the MV Eagan Ventures, LLC in the amount of
 ←
 or credit towards utility facilities.
- Follow up on additional
 ↑
 (issue a check or credit towards utility facilities) once 250,000 therms consumed by the development.

Trade Secret information excised

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 4

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please explain in detail how Northern States Power Company has applied (or will apply) its Extension Policies reflected in Section 5 of its Tariff in agreeing to extend natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota. In answering this question, please answer the following:

- (a) Whether Northern States Power Company has waived any requirement of its Tariff in extending gas service to the Vikings complex; and
- (b) Whether the Minnesota Vikings are contributing to the cost of extending natural gas service, e.g., Contribution in Aid of Construction (CIAC).

Response:

- (a) The Company did not waive any requirement of the Extension Policies included in Section 5 of its Gas Rate Book in extending gas service to the Minnesota Vikings complex in Eagan, Minnesota.
- (b) The Minnesota Vikings are not required to make a Contribution in Aid of Construction (CIAC) to the cost of extending natural gas service to their new planned headquarters. That said, the Company has not waived any CIAC that may need to be collected if unusual and unanticipated conditions are uncovered during the course of construction. In that case, the Minnesota Vikings could elect to pay a CIAC *[TRADE SECRET BEGINS ...*

... TRADE SECRET ENDS]

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This response is marked as "Not-Public" because it includes information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information has independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized under the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 5, 2017

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Xcel Energy

Docket No.: G011, 002/C-17-305

Response To: Minnesota Energy Resources Corporation Information Request No. 5

Requestor: Brian Meloy

Date Received: April 25, 2017

Question:

Please provide a detailed map showing any plans to install or construct new distribution pipeline or associated facilities that Northern States Power Company is planning to construct to extend natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota.

- (a) Please identify the length of any pipeline, its diameter and operating pressure.
- (b) Please indicate whether Northern States Power Company has obtained all necessary easements to facilitate the extension natural gas service to the new Minnesota Vikings complex in Eagan, Minnesota.

Response:

- (a) Please see Attachment A to this response for a map showing the pipeline the Company currently plans to install to serve the Vikings complex. As can be seen from the map, ***[TRADE SECRET BEGINS...***

... TRADE SECRET ENDS].

- (b) The Company has not yet obtained any permits or easements, but it has filed for a permit with the Minnesota Department of Transportation (MnDOT). The Company's application for a MnDOT permit is provided as Attachment B to this response.

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Part (a) of this response and Attachments A and B are marked as "Not-Public" because they include information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information has independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized by the Minnesota Data Practices Act. The attachments also contain information that is security data under Minn. Stat. § 13.37(1)(a). Thus, Xcel Energy maintains the information as a trade secret pursuant to Minn. Rule 7829.0500.

Attachments A and B submitted with the Not-Public version of this response are marked as "Not-Public" in their entirety. Pursuant to Minn. R. 7829.0500, subp. 3, the Company provides the following description of the excised material:

1. **Nature of the Material:** Attachment A is a map in pdf format showing the pipeline the Company currently plans to install to serve the Vikings complex. Attachment B is a copy of the Company's application for a MnDOT permit.
2. **Authors:** Attachment A was drafted by Company engineering personnel. Attachment B was drafted by Company distribution personnel.
3. **Importance:** The information contained in Attachments A and B has independent economic value to the Company by not being generally known to or ascertainable by other parties. In addition, we protect certain customer information therein as confidential. The attachments also contain security data we maintain as trade secret.
4. **Date the Information was Prepared:** The attachments were prepared in Spring of 2017.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 5, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Office of Attorney General Information Request No. 101

Requestor: Ryan Barlow

Date Received: May 8, 2017

Question:

Reference: MERC's Complaint

Provide a description of how Xcel will extend its existing system to provide service to the Proposed Development, including both a narrative description, a map, and an identification of the high pressure lines that will lead to the Proposed Development.

Response:

Please see Attachment A to this response for a map showing the pipeline the Company currently plans to install to serve the Vikings complex. As can be seen from the map, *[TRADE SECRET BEGINS...*

... TRADE SECRET ENDS].

Portions of this response and Attachment A are marked as "Not-Public" because they include information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information has independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized by the Minnesota Data Practices Act. The attachment also contains information that is security data under Minn. Stat. § 13.37(1)(a). Thus, Xcel Energy maintains the information as a trade secret pursuant to Minn. Rule 7829.0500.

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Attachment A submitted with the Not-Public version of this response is marked as “Not-Public” in its entirety. Pursuant to Minn. R. 7829.0500, subp. 3, the Company provides the following description of the excised material:

1. **Nature of the Material:** Attachment A is a map in pdf format showing the pipeline the Company currently plans to install to serve the Vikings complex.
2. **Authors:** Attachment A was drafted by Company engineering personnel.
3. **Importance:** The information contained in Attachment A has independent economic value to the Company by not being generally known to or ascertainable by other parties. In addition, we protect certain customer information therein as confidential. The attachment also contains security data we maintain as trade secret.
4. **Date the Information was Prepared:** The attachment was prepared in Spring of 2017.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 8, 2017

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Office of Attorney General Information Request No. 102

Requestor: Ryan Barlow

Date Received: May 8, 2017

Question:

Re: MERC's Complaint

Please produce any agreements with the owners or developers of the Proposed Development.

Response:

Northern States Power Company executed a Natural Gas Competitive Agreement with MV Eagan Ventures, LLC on March 29, 2017. See Attachment A to this response for a copy of the agreement.

We note that the promotional incentive contemplated by the agreement is an operation and maintenance expenditure paid for by the Company's shareholders. It is not a ratepayer expense and is, thus, not included in rates. Further, the conservation incentive contemplated by the agreement is governed by the filed energy conservation program.

Portions of Attachment A are marked as "Not-Public" because they include information considered to be trade secret data as defined by Minn. Stat. § 13.37(1)(b). This information includes confidential contract, service and cost terms having independent economic value from not being generally known to and not being readily ascertainable by other parties who could obtain economic value from its disclosure or use. The disclosure of this information could adversely impact contract negotiations, potentially increasing costs for these services for our customers. The Company also considers this to be confidential customer information, recognized by

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the Minnesota Data Practices Act. Thus, Xcel Energy maintains it as a trade secret pursuant to Minn. Rule 7829.0500.

Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 8, 2017



NATURAL GAS COMPETITIVE AGREEMENT

This Natural Gas Competitive Agreement made this 29th day of March, 2017 between Northern States Power Company, a Minnesota corporation ("Xcel Energy"), 414 Nicollet Mall, Minneapolis, Minnesota 55401, and its successors, and MV Eagan Ventures, LLC a Delaware Limited Liability Co. (the "Owner/Developer") (collectively, the "Parties"). This agreement is only valid if signed within 90 days from the date above.

The Owner/Developer owns and is developing property located in Eagan, in the County of Dakota, State of MN, and desires to have Xcel Energy install natural gas main and services to serve the property (the "Project") which is described more specifically on the map or plat attached hereto as Attachment A, and incorporated herein by reference. Xcel Energy is a natural gas public utility and desires to provide service to this property. Therefore, the Parties agree as follows:

1. Xcel Energy agrees to install natural gas main and services to serve the Project. The Owner/Developer represents and warrants to Xcel Energy that it is the owner, or authorized agent of the same, of the property utilized for the Project. Therefore, in consideration of Xcel Energy's agreement to design and install the natural gas service for the Project, the Owner/Developer grants Xcel Energy the exclusive right to transport natural gas to all residential, commercial and industrial structures of any kind within the Project. If another entity transports natural gas to any Structure within the Project, then the Owner/Developer will reimburse Xcel Energy for its costs in the design and installation of its natural gas main and services.
2. All natural gas mains and/or services installed by Xcel Energy shall be and shall remain the property of Xcel Energy, and neither the Owner/Developer nor any contractor of Owner/Developer shall acquire any right, title or interest in any gas main and/or services installed under this Agreement. The Owner/Developer will grant to Xcel Energy all easements necessary for the installation and operation of all natural gas mains and other facilities, as requested by Xcel Energy.
3. It is understood that any incentives offered to the Owner/Developer by Xcel Energy are contingent upon the number and type of customers and respective loads the Owner/Developer has represented to Xcel Energy will exist in the Project. For the Project, the Owner/Developer represents the associated customers and loads are as follows: future development of up to 200 acres. All structures in the Project will utilize natural gas for space heating, unless specified herein: except for Phase 1, electric heat may be selected at owner/customer discretion. Any change in the customer count or type may constitute a revised offer to the Owner/Developer from Xcel Energy.
4. The Owner/Developer warrants that it has full right, power and authority, and has received all required approvals to enter into this Agreement, to construct the Project and to perform fully its obligation hereunder.
5. The Owner/Developer may not assign this Agreement. This is the complete Agreement between the Owner/Developer and Xcel Energy and it may not be changed except in writing and signed by both parties. The laws of the state where the Project is located govern the terms of this Agreement.
6. Xcel Energy agrees to maintain in good standing all government licenses, permits and other authorizations granted by any governmental agency or department which are necessary for it to fulfill its obligation hereunder. Xcel Energy will provide services in accordance with all applicable laws, ordinances, codes and regulations. Xcel Energy shall also, at its expense, maintain all natural gas mains it installs and services it provides.



7. Additional terms, if any, are included in Attachment B, which is incorporated herein by reference. Trade Secret information excised

- Natural Gas Promotion Allowance** - Xcel Energy agrees to allocate \$ _____ towards the cost of natural gas equipment or other promotional costs associated with the 200 acre project and approved by Xcel Energy.

(**Promotional dollars should be used for programs that would be mutually beneficial to MV Eagan Ventures, LLC, their partners and Xcel Energy.)

Owner/Developer

Mark Wilf
(NAME)

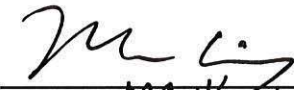
President, MV Eagan Ventures, LLC
(COMPANY)


9520 Viking Drive
(ADDRESS)

Eden Prairie, MN 55344
(CITY, STATE, ZIP CODE)

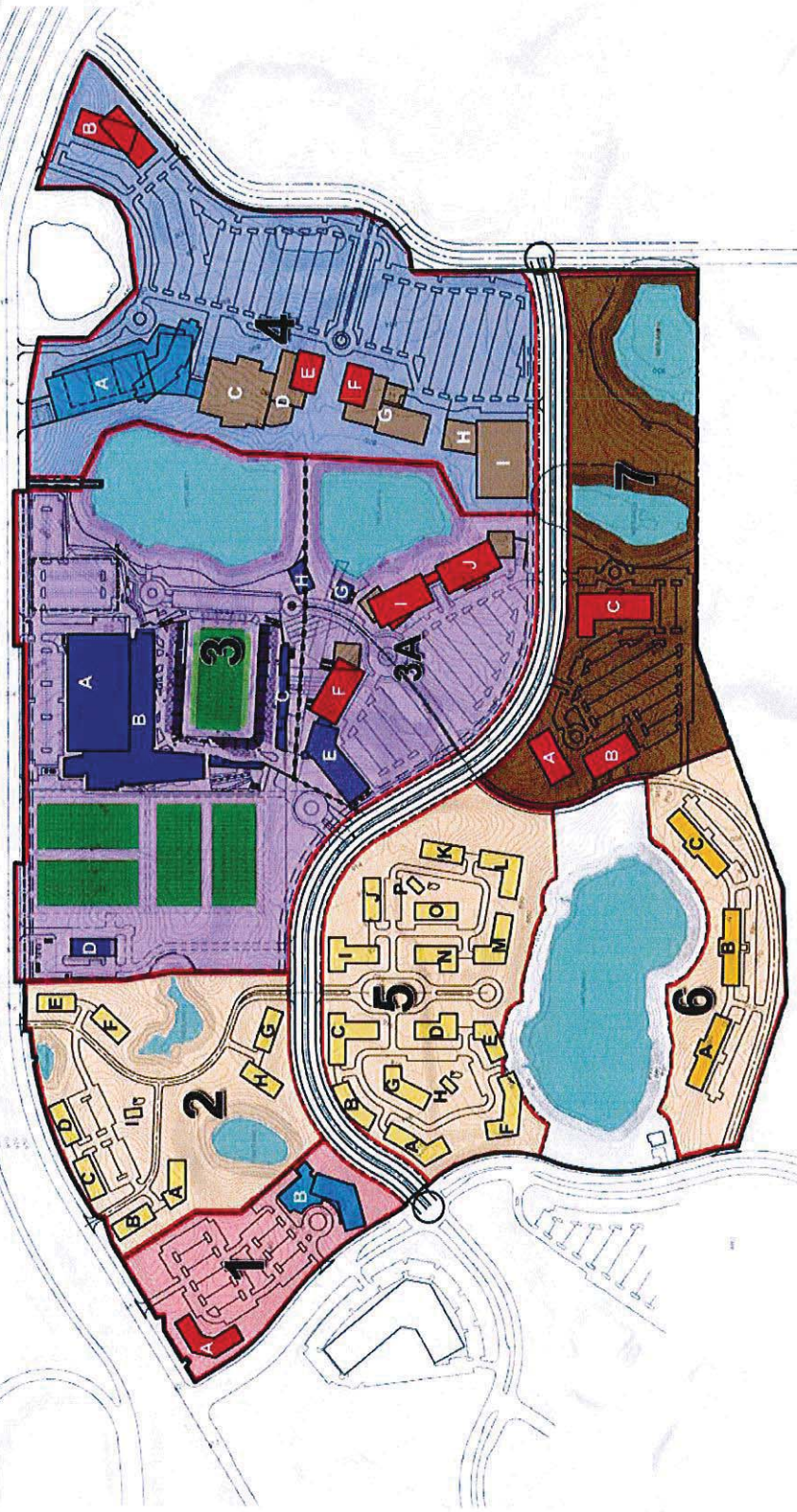
**Northern States Power Company,
a Minnesota corporation ("Xcel Energy")**

Christopher W. Conrad
Director, Large Account Management
825 Rice Street
St. Paul, Minnesota 55117

SIGNATURE: 
PRINT FULL NAME: MARK WILF
DATE: 3/30/17

SIGNATURE: 
PRINT FULL NAME: Christopher W. Conrad
DATE: 29-Mar-17

ATTACHMENT A
3/29/17



NORTHEAST EAGAN DEVELOPMENT

2016_0805

Crawford Architects
1801 McGee Street, Suite 200
Kirkland, WA 98033
914-471-0888





825 Rice Street
Saint Paul, MN 55117-5485

Attachment B

Natural Gas Marketing Proposal, MV Eagan Ventures, LLC

To: MV Eagan Ventures, LLC

From: Xcel Energy: Juan Galloway, Michael Mayerchak; Gas Business Development

CC: Xcel Energy: Scott Hults, Gas Business; Chris Conrad, Account Management

Date: 3/29/17

Re: Proposal: 200 Acre Development, Eagan

Xcel Energy is excited to partner with MV Eagan Ventures, LLC on your project to develop the former Northwest Airlines office site off Lone Oak Parkway in Eagan. Xcel Energy's proposed partnership plan for the Eagan Site is listed below for your review and consideration. When creating this proposal, our goal is to provide you with information on how natural gas from Xcel Energy will be your most cost effective resource.

2017 Competitive Incentive

Trade Secret information excised

	Promotional Incentive	\$51,000 Est. Annual gas rate savings
	\$15,000 Potential tax reduction	
	\$59,714 Natural Gas EDA Conservation Rebate	
	1X Incentive benefits	\$51,000 Est. ongoing annual savings

We recognize new projects have start-up costs. Xcel Energy will provide the MV Eagan Ventures, LLC the following:

Trade Secret information excised

Promotional Incentive = _____ initial promotional incentive upon receipt of signed Competitive Agreement for Xcel Energy to provide natural gas to all phases of the 200 acre development, and > _____ promotional incentive after consumption of 250,000 therms of natural gas usage from Xcel Energy in any of the development phases for the 200 acres. (250,000 therms would be equivalent to the usage of 7 Commercial Firm Service meters with connected load of 2,300 CFH). It's anticipated that the first phase would consume this amount of natural gas in less than 1 year and the 2nd payment would be made as soon as this threshold was met.

Attachment B - Natural Gas Marketing Proposal, MV Eagan Ventures, LLC (Continued)
page 2

Considerations and Benefits

In addition to Paragraph 2 of the Natural Gas Competitive Agreement, the Owner/Developer will cooperate with Xcel Energy to grant to Xcel Energy easements necessary along public rights-of-way or private roads for the installation and operation of all natural gas mains and other facilities, as requested by Xcel Energy.

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Total anticipated value to MV Eagan Ventures, LLC from choosing Xcel Energy natural gas may exceed as follows:

- Trade Secret information excised
 - - in promotional incentive that can be paid directly to MV Eagan Ventures, LLC or used to offset other utility installation costs for electricity or natural gas upon execution of Competitive Agreement – additional tax benefits of \$15,000 could be gained (assumes 30% corporate tax on revenues received)
 - - in promotional incentive that can be paid directly to MV Eagan Ventures, LLC or used for promotional signage, or events that benefit MV Eagan Ventures, LLC and Xcel Energy upon consumption of 250,000 therms by the development
 - - \$16,000 in estimated annual rate savings with Xcel Energy natural gas vs. other natural gas distribution company options – estimated total savings increases to \$51,000
 - - Natural gas conservation rebate estimate based on Xcel Energy's Energy Design Assistance program Bundle Requirements Document, dated 1/19/17 (pending final site verification):
Xcel Energy natural gas rebate - \$59,714
 - - Single monthly bill for natural gas and electric
 - - Account manager assigned to assist with energy management, customer service
 - - Joint trench gas and electric utility installation of mains & service, including waiver of one utility fee during winter joint construction conditions

To accept this proposal, please refer to the enclosed Competitive Agreement. Once the agreement is signed and received, Xcel Energy will do the following:

- - Issue a check to the MV Eagan Ventures, LLC in the amount of or credit towards utility facilities.
- - Follow up on additional ↑ (issue a check or credit towards utility facilities) once 250,000 therms consumed by the development.

Trade Secret information excised

Trade Secret information excised

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Xcel Energy

Docket No.: G011, G002/C-17-305

Response To: Office of Attorney General Information Request No. 103

Requestor: Ryan Barlow

Date Received: May 8, 2017

Question:

Reference: MERC's Complaint

Provide the estimated cost of the infrastructure necessary to provide service to the Proposed Development, and explain the Company's plan for recovering those costs.

Response:

The total estimate of Xcel Energy capital costs for Xcel Energy to provide natural gas service to the entire proposed Vikings development is *[TRADE SECRET BEGINS TRADE SECRET ENDS]*.

The Company anticipates that it will seek recovery of the capital costs in a future rate case, but notes that the expected sales associated with the development of the 200-acre parcel are projected to exceed the capital costs incurred to build the infrastructure necessary to serve the development.

The Company further notes that the Minnesota Vikings are not required to make a Contribution in Aid of Construction (CIAC) to the cost of extending natural gas service to their new planned headquarters. That said, the Company has not waived any CIAC that may need to be collected if unusual and unanticipated conditions are uncovered during the course of construction. In that case, the Minnesota Vikings could elect to pay a CIAC *[TRADE SECRET BEGINS ...*

... TRADE SECRET ENDS].

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Preparer: Scott Hults
Title: Manager, Acct Mgmt & Gas Business Development
Department: Gas Business Development
Telephone: 651.229.2265
Date: May 8, 2017

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.

xx by depositing a true and correct copy thereof, properly enveloped with postage paid in the United States mail at Minneapolis, Minnesota

or

xx electronic filing

DOCKET No. G011, G002/C-17-305

Dated this 15th day of May 2017

/s/

Lynnette Sweet

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	Yes	OFF_SL_17-305_Official
Lester	Bagley	bagleyl@vikings.nfl.net	Minnesota Vikings	N/A	Electronic Service	No	OFF_SL_17-305_Official
Thomas	Burman	thomas.burman@stinson.com	Stinson Leonard Street LLP	150 S 5th St Ste 2300 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-305_Official
Carl	Cronin	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_17-305_Official
Ian	Dobson	Residential.Utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_17-305_Official
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_17-305_Official
Stacy	Kotch	Stacy.Kotch@state.mn.us	MINNESOTA DEPARTMENT OF TRANSPORTATION	395 John Ireland Blvd. St. Paul, MN 55155	Electronic Service	No	OFF_SL_17-305_Official
Allen	Krug	allen.krug@xcelenergy.com	Xcel Energy	414 Nicollet Mall-7th fl Minneapolis, MN 55401	Electronic Service	No	OFF_SL_17-305_Official
Amber	Lee	ASLee@minnesotaenergyresources.com	Minnesota Energy Resources Corporation	2665 145th St W Rosemount, MN 55068	Electronic Service	No	OFF_SL_17-305_Official
Russ	Matthys	matthys@cityofeagan.com	City of Eagan	N/A	Electronic Service	No	OFF_SL_17-305_Official
Brian	Meloy	brian.meloy@stinson.com	Stinson, Leonard, Street LLP	150 S 5th St Ste 2300 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-305_Official
Matt	Smith	countyadmin@co.dakota.mn.us	Dakota County	Administration Center 1590 Hwy 55 Hastings, MN 55033-2372	Electronic Service	No	OFF_SL_17-305_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Scott M.	Wilensky	scott.wilensky@xcelenergy.com	Xcel Energy	7th Floor 414 Nicollet Mall Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_17-305_Official
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_17-305_Official