



414 Nicollet Mall  
Minneapolis, MN 55401

April 2, 2015

—Via Electronic Filing—

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

RE: PETITION  
APPROVAL OF A STATEMENT OF WORK AGREEMENT FOR  
NON-STANDARD DISTRIBUTION FACILITIES  
DOCKET NO. E002/M-15-\_\_\_\_\_

Dear Dr. Haar:

Northern States Power Company, doing business as Xcel Energy, submits a Petition for approval of a Statement of Work Agreement for non-standard distribution facilities.

Pursuant to Minn. Stat. § 216.17, subd. 3, we have electronically filed this Petition with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list.

Please contact me at [bria.e.shea@xcelenergy.com](mailto:bria.e.shea@xcelenergy.com) or (612) 330-6064 if you have any questions regarding this filing.

Sincerely,

/s/

BRIA SHEA  
MANAGER, REGULATORY CONTENT MANAGEMENT

Enclosures  
c: Service List

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
John Tuma	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF  
NORTHERN STATES POWER COMPANY  
FOR APPROVAL OF A STATEMENT OF  
WORK AGREEMENT FOR NON-  
STANDARD DISTRIBUTION FACILITIES

DOCKET NO. E002/M-15-\_\_\_\_\_

**PETITION**

**INTRODUCTION**

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval of a Statement of Work agreement to be used by the Company and municipalities for the removal or installation of non-standard distribution facilities when the municipality chooses to pay for the incremental additional cost of the non-standard distribution facilities rather than use the City Requested Facilities Surcharge tariff (CRFS) procedure.

When a municipality directs the Company to remove or install non-standard distribution facilities (such as underground lines), the municipality has two options to pay the Company for the incremental project costs caused by the more expensive, non-standard facility: (1) give notice to the Company that the city elects the CRFS procedure or (2) make a cash payment to the Company for the incremental amount (over and above costs that would have been incurred for a standard facility), in conjunction with actual project construction.

This proposed Statement of Work (SOW) agreement will be used by the Company and a municipality only under the cash payment option number (2). It is inapplicable to the CRFS because the municipality is choosing to pay for the incremental additional cost rather than having it paid by Company customers within the municipality.

The SOW agreement modifies existing practices between the Company and municipalities. It provides for a down payment rather than 100 percent of the Company estimated amount, change order notifications during the project, Company provision of updates on project costs compared to estimates, final cost details when the remaining payment is due from the municipality, and a dispute resolution process if there is disagreement on cost.

We note that the agreement only relates to the form of municipal payment. There will not be any increase in revenue for Xcel Energy and there will no impact on ratepayers.

This SOW agreement was proposed by the Suburban Rate Authority (SRA) on behalf of its members and for application to all municipal customers of the Company exercising the direct payment option. After discussions with the SRA and various revisions, the SOW agreement presented here is supported by both the SRA and the Company. We appreciate the efforts of the SRA to bring these process improvements forward.

## **I. SUMMARY OF FILING**

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

## **II. SERVICE ON OTHER PARTIES**

Pursuant to Minn. R. 7829.1300, subp. 2, the Company has served a copy of this filing on the Office of the Attorney General – Antitrust and Utilities Division. A summary of the filing has been served on all parties on the enclosed service list.

## **III. GENERAL FILING INFORMATION**

Pursuant to Minn. R. 7829.1300, subp. 3, the Company provides the following information.

### **A. Name, Address, and Telephone Number of Utility**

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

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

Kari Valley  
Assistant General Counsel  
Xcel Energy  
414 Nicollet Mall, 5<sup>th</sup> Floor  
Minneapolis, MN 55401  
(612) 215-4526

**C. Date of Filing**

The date of this filing is April 2, 2015.

**D. Statute Controlling Schedule for Processing the Filing**

Minn. Stat. § 216B.16 subd. 1 requires 60-days of notice to the Commission of a proposed tariff change. Under the Commission's rules, the proposed tariff change discussed in this Petition falls within the definition of a miscellaneous tariff filing under Minn. R. 7829.0100, subp. 11, since no determination of Xcel Energy's general revenue requirement is necessary.

**E. Utility Employee Responsible for Filing**

Bria Shea  
Regulatory Manager  
Xcel Energy  
414 Nicollet Mall, 7<sup>th</sup> Floor  
Minneapolis, MN 55401  
(612) 330-6064

**IV. MISCELLANEOUS INFORMATION**

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

Kari Valley  
Assistant General Counsel  
Xcel Energy  
414 Nicollet Mall, 5<sup>th</sup> floor  
Minneapolis, MN 55401  
james.r.denniston@xcelenergy.com

Tiffany Hughes  
Records Analyst  
Xcel Energy  
414 Nicollet Mall, 7<sup>th</sup> Floor  
Minneapolis, MN 55401  
regulatory.records@xcelenergy.com

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

## **V. EFFECT OF CHANGE UPON XCEL ENERGY REVENUE**

No net increase in revenue to Xcel Energy will result from this agreement, as the incremental cost of removing or installing non-standard distribution facilities will equal the Minnesota revenue collected.

## **VI. DESCRIPTION AND PURPOSE OF FILING**

### **A. Background**

Over the past several years, a number of cities within our service territory have embarked on local development projects and have ordered the Company to install or remove segments of the Company's distribution facilities in conjunction with those projects. The Company regards the facilities as non-standard and the municipality accepts that designation. Since 2002, Company recovery of the incremental addition cost has most often been obtained under the CRFS, which authorizes the Company to recover our project costs through a surcharge applied to the monthly bill statements for each customer located within the affected municipality. Some municipalities, however, prefer to make a cash payment for the cost rather than employ the CRFS rider.

In early 2014, the Suburban Rate Authority approached the Company and proposed the development of a more detailed Statement of Work agreement for use when a municipality chooses to make a cash payment for the costs. The SOW agreement (Attachment A) is the product of those discussions with the SRA.

The Company is proposing to add this new SOW agreement to its tariff book. It is not a replacement or revision to any existing tariff.

### **B. Statement of Work Agreement Tariff**

Following are some key elements of the SOW agreement:

- The agreement applies to any municipal non-standard underground distribution facility project that costs more than \$25,000.
- The agreement requires a 50 percent down payment.
- Final payment will be made in accordance with Minn. Stat. 471.425 (Prompt Payment of Local Government Bills).

- The Company at a minimum will inform the municipality when 50 percent and 90 percent of the project cost estimate has been spent.
- During the project, Xcel Energy shall provide the municipality with notice of any proposed change order that may increase the cost of the project.
- The Company agrees to provide the municipality with final detail of the actual work performed and the actual costs of such work.
- The Company will identify any cost information that is non-public data pursuant to Minnesota Stat. Chapter 13.
- A dispute resolution provision is included.

### **C. Public Interest and Ratepayer Impacts**

We believe the public interest supports our proposed SOW agreement because it provides a municipality with more useful cost information regarding the non-standard distribution facility projects they have requested. The SOW agreement responds to the desire on the part of municipal government managers, as well as their respective governing bodies, for more advance notice and greater detail about project change orders and project costs. Although change orders for these projects are often initiated at the municipality's request, the advance notice requirement in the SOW agreement will better inform a municipality about the possible cost impact of project changes. Also, the 50 percent and 90 percent expenditure updates will provide a municipality with improved budget tracking capability, and will help avoid last minute "sticker shock."

Further, the SOW agreement has no impact on other ratepayers. The SOW agreement relates only to municipal payment, not ratepayer surcharges.

### **CONCLUSION**

We respectfully request that the Commission approved our proposed Statement of Work agreement. We are pleased to offer this agreement on behalf of the Company and the SRA. We appreciate the efforts of the SRA in bringing this matter to us as well as their assistance in formulating a SOW agreement that benefits all parties.

Dated: April 2, 2015

Northern States Power Company

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Beverly Jones Heydinger	Chair
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
John Tuma	Commissioner
Betsy Wergin	Commissioner

IN THE MATTER OF THE PETITION OF  
NORTHERN STATES POWER COMPANY  
FOR APPROVAL OF A STATEMENT OF  
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STANDARD DISTRIBUTION FACILITIES

DOCKET NO. E002/M-15-\_\_\_\_\_

**PETITION**

**SUMMARY OF FILING**

Please take notice that on April 2, 2015, Northern States Power Company, doing business as Xcel Energy, filed with the Minnesota Public Utilities Commission a Petition for approval to implement a Statement of Work agreement with municipalities for non-standard distribution facilities.

**Redline**



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N

N  
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**STATEMENT OF WORK REQUESTED  
BY COUNTY, CITY, TOWN OR TOWNSHIP  
FOR PROJECTS WITH ESTIMATED  
CONSTRUCTION COSTS OVER \$25,000**

**DATE:** \_\_\_\_\_  
**WORK REQUESTED BY:** \_\_\_\_\_ **[Insert Name of Municipality]** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**(“Municipality”)**

**WORK LOCATION:** \_\_\_\_\_  
**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONSISTING OF:**

**The following shall constitute the “Work” to be performed by Xcel Energy:**

**[Describe work, e.g. relocation of overhead electric distribution facilities to an underground location with estimated start date and expected duration]**

**Municipality agrees to pay Xcel Energy for Xcel Energy’s actual total cost of the Work, subject to the Municipality’s right of cost review in accordance with the terms of this Statement of Work (“Statement”). The current estimate for the Work is \$ \_\_\_\_\_ (“Estimate”). The Estimate is comprised of the following major components:**

**Component** \_\_\_\_\_ **Sub-estimate**

**[Describe the various components comprising the Work and the estimated cost of each component including loadings]**

**Total:** \_\_\_\_\_

**The undersigned hereby requests and authorizes Xcel Energy to perform the Work. In consideration thereof and in lieu of a City Requested Facilities Surcharge, the City agrees to pay Xcel Energy on the date of this Statement an initial payment of (\$ \_\_\_\_\_) which is fifty (50) percent of the Estimate (“Down Payment”).**

N

N

All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy's commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy's then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therein. Municipality's and Xcel Energy's rights and obligations with respect to the facilities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission.

In advance of the Work, Municipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Municipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from requests of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy's actual cost of the Work. Upon completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by Municipality, Xcel Energy shall provide Municipality the opportunity to review more detailed documentation of the Work performed and related costs.

Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy's performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely notify the Municipality when the Work is substantially complete.

Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471.425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

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This Statement of Work is agreed to by Xcel Energy and Municipality and receipt of the above Down Payment of \$ \_\_\_\_\_ is hereby acknowledged on behalf of Xcel Energy.

N

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Northern States Power Company, \_\_\_\_\_ [Municipality]  
a Minnesota corporation ("Xcel Energy")

\_\_\_\_\_  
Print Full Name and Title Print Full Name and Title (if applicable)

\_\_\_\_\_  
Signature Signature of Authorized Representative

Address: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

Xcel Energy Work Order # \_\_\_\_\_

Estimated Construction \$ \_\_\_\_\_ Estimated Removal \$ \_\_\_\_\_

Estimated Total \$ \_\_\_\_\_

Form 17-7012

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**STATEMENT OF WORK REQUESTED  
BY COUNTY, CITY, TOWN OR TOWNSHIP  
FOR PROJECTS WITH ESTIMATED  
CONSTRUCTION COSTS OVER \$25,000**

DATE: \_\_\_\_\_  
WORK REQUESTED BY: [Insert Name of Municipality] \_\_\_\_\_  
\_\_\_\_\_  
("Municipality")  
WORK LOCATION: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

**CONSISTING OF:**

The following shall constitute the "Work" to be performed by Xcel Energy:

[Describe work, e.g. relocation of overhead electric distribution facilities to an underground location with estimated start date and expected duration]

Municipality agrees to pay Xcel Energy for Xcel Energy's actual total cost of the Work, subject to the Municipality's right of cost review in accordance with the terms of this Statement of Work ("Statement"). The current estimate for the Work is \$ \_\_\_\_\_ ("Estimate"). The Estimate is comprised of the following major components:

Component \_\_\_\_\_ Sub-estimate

[Describe the various components comprising the Work and the estimated cost of each component including loadings]

**Total:** \_\_\_\_\_

The undersigned hereby requests and authorizes Xcel Energy to perform the Work. In consideration thereof and in lieu of a City Requested Facilities Surcharge, the City agrees to pay Xcel Energy on the date of this Statement an initial payment of (\$ \_\_\_\_\_) which is fifty (50) percent of the Estimate ("Down Payment").

N  
N

All Work shall be performed pursuant to good utility practice (as that term is generally understood in the utility industry) utilizing Xcel Energy's commercially reasonable efforts to complete the Work within the Estimate under Xcel Energy's then current design standards, operating procedures, and safety procedures. The facilities installed or removed by Xcel Energy shall be the property of Xcel Energy and any payment by Municipality shall not entitle Municipality to any ownership interest or right therein. Municipality's and Xcel Energy's rights and obligations with respect to the facilities and services provided through the facilities are subject to the terms of this Statement, as well as the additional terms and conditions provided in the Xcel Energy Electric Rate Book, as now exists or may hereafter be changed, on file with the Minnesota Public Utilities Commission.

In advance of the Work, Municipality agrees to inform Xcel Energy of any Municipality-related or other projects that may affect the Work. During the Work, Xcel Energy agrees to provide the Municipality notice of any proposed change orders increasing the cost of the Work. Municipality acknowledges that change orders that result from requests of Municipality with respect to the performance of the Work or the scope of the Work may increase Xcel Energy's actual cost of the Work. Upon completion of the Work, Xcel Energy agrees to provide Municipality with final detail of the actual work performed and the actual costs of such work performed. Xcel Energy will identify any information included in such information that is non-public pursuant to Minn. Stat. Ch. 13. Upon request by Municipality, Xcel Energy shall provide Municipality the opportunity to review more detailed documentation of the Work performed and related costs.

Xcel Energy agrees to keep Municipality reasonably informed with respect to Xcel Energy's performance of the Work, consistent with good utility practice and will, at minimum, apprise Municipality when half of the Estimate has been spent and when ninety percent of the Estimate has been spent. Xcel Energy also agrees to timely notify the Municipality when the Work is substantially complete.

Upon receipt of the invoice for the cost balance, the City shall have the right to require that Xcel Energy provide reasonable cost support documentation, including change orders, for its actual total cost of the Work. The Municipality shall pay the balance of cost not subject to reasonable dispute within the timeframe set forth in the Minnesota Municipal Prompt Payment Act, Minn. Stat. 471.425. Xcel Energy and Municipality shall reasonably try to resolve any disputes with respect to costs incurred in performance of the Work in good faith. In the event Xcel Energy and Municipality are unable to resolve any such disputes, the parties may seek redress in a forum with jurisdiction over the dispute.

---

This Statement of Work is agreed to by Xcel Energy and Municipality and receipt of the above Down Payment of \$\_\_\_\_\_ is hereby acknowledged on behalf of Xcel Energy.

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

**[Municipality]**

\_\_\_\_\_  
**Print Full Name and Title**

\_\_\_\_\_  
**Print Full Name and Title (if applicable)**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature of Authorized Representative**

**Address:**

**Address:**

**Phone:**

**Phone:**

**E-mail:**

**E-mail:**

**Xcel Energy Work Order # \_\_\_\_\_**

**Estimated Construction \$ \_\_\_\_\_**

**Estimated Removal \$ \_\_\_\_\_**

**Estimated Total \$ \_\_\_\_\_**

**Form 17-7012**

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|  
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## CERTIFICATE OF SERVICE

I, Tiffany Hughes, 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

xx electronic filing

**Docket No. E002/M-15-\_\_\_\_**  
**Miscellaneous Electric Service List**

Dated this 2<sup>nd</sup> day of April 2015

/s/

---

Tiffany Hughes

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	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St  Duluth, MN 558022191	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James J.	Bertrand	james.bertrand@leonard.com	Leonard Street & Deinard	150 South Fifth Street, Suite 2300  Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Bradley	mike.bradley@lawmoss.com	Moss & Barnett	150 S. 5th Street, #1200  Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Jeffrey A.	Daugherty	jeffrey.daugherty@centerpointenergy.com	CenterPoint Energy	800 LaSalle Ave  Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ian	Dobson	ian.dobson@ag.state.mn.us	Office of the Attorney General-RUD	Antitrust and Utilities Division 445 Minnesota Street, BRM Tower St. Paul, MN 55101	Electronic Service 1400	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500  Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Hoppe	il23@mtn.org	Local Union 23, I.B.E.W.	932 Payne Avenue  St. Paul, MN 55130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Tiffany	Hughes	Regulatory.Records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7  Minneapolis, MN 554011993	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2265 Roswell Road Suite 100 Marietta, GA 30062	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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