

October 18, 2018

-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

COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN

DELANO MUNICIPAL UTILITIES AND XCEL ENERGY

DOCKET NO. E002,228/SA-18-\_\_\_

Dear Mr. Wolf:

Enclosed is a Joint Petition submitted by Northern States Power Company, doing business as Xcel Energy, and the Delano Municipal Utilities seeking approval of a permanent change in electric service territory boundaries, as reflected in the Compensation and Orderly Transfer Agreement (Agreement) between the two parties.

The list below identifies where items in the checklist for content of agreed upon service area agreements can be found in this filing.

| Checklist                                  | Location                                  |
|--|---|
| Joint letter explaining the change         | Petition                                  |
| Contact Information for both utilities     | This letter, page 2 and Petition, pages 3 |
|  | and 4                                     |
| Legal description of the properties in     | Schedule A, page 2                        |
| question                                   |   |
| Explanation of why agreement is consistent | Petition at page 3                        |
| with Minn. Stats. §216B.39 and §216B.44    |   |
| Permanent boundary change or service by    | Permanent, see Petition at page 3         |
| exception                                  |   |
| Compensation and Orderly Transfer          | Schedule A                                |
| Agreement                                  |   |
| Digital or paper map                       | Schedule A, pages 10-11                   |

#### **Customer Notice**

Since there are no customers in the annexed service territory transfer area, no notices will be sent.

## Utility Employee Responsible for Filing

Bridget Dockter

Manager, Policy & Outreach

Xcel Energy

414 Nicollet Mall, 401 - 7<sup>th</sup> Floor

Minneapolis, MN 55401

(612) 337-2096

Paul Twite

General Manager

Delano Municipal Utilities

11 Bridge Ave. W., P.O. Box 65

Delano, MN 55328

(763) 972-0557

#### **Electronic Service**

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

## For the City of Delano Municipal Utilities:

Kaela Brennan
Attorney
General Manager
McGrann, Shea, Carnival, Straughn & Delano Municipal Utilities
Lamb, Chartered
800 Nicollet Mall, Suite 2600
Minneapolis, MN 55402
kmb@mcgrannshea.com
Paul Twite
General Manager
Delano Municipal Utilities
11 Bridge Ave. W., P.O. Box 65
Delano, MN 55328
ptwite@delanomn.us

# For Xcel Energy:

Mara K. Ascheman

Senior Attorney

Regulatory Administrator

Xcel Energy

414 Nicollet Mall, 401 - 8<sup>th</sup> Floor

Minneapolis, MN 55401

mara.k.ascheman@xcelenergy.com

Carl Cronin

Regulatory Administrator

Xcel Energy

414 Nicollet Mall, 401 - 7<sup>th</sup> Floor

Minneapolis, MN 55401

mera.k.ascheman@xcelenergy.com

regulatory.records@xcelenergy.com

#### GIS data

David Olson of Xcel Energy will work with Norm Anderson of MNGeo, Paul Twite of Delano, and Commission staff to provide mapping information.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please contact me at <u>bridget.dockter@xcelenergy.com</u> or (612) 337-2096 or Jennifer Roesler at <u>jennifer.roesler@xcelenergy.com</u> or (612) 330-1925 if you have any questions regarding this filing.

Sincerely,

/s/

Bridget Dockter Manager, Policy & Outreach

Enclosures

c: Service List

Paul Twite, General Manager, Delano Municipal Utilities

# STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange Chair
Dan Lipschultz Commissioner
Matthew Schuerger Commissioner
Katie Sieben Commissioner
John Tuma Commissioner

IN THE MATTER OF THE PETITION FOR APPROVAL OF A COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN NORTHERN STATES POWER COMPANY AND DELANO MUNICIPAL UTILITIES DOCKET NO. E002,228/SA-18-\_\_\_

**PETITION** 

#### INTRODUCTION

Pursuant to Minn. Stat. §216B.44(b) and related Minnesota Rules, Northern States Power Company, doing business as Xcel Energy, and Delano Municipal Utilities (Delano) hereby submit to the Minnesota Public Utilities Commission (the Commission), a joint petition for approval of a permanent boundary change in their Compensation and Orderly Transfer Agreement (the Agreement).

# I. Summary of Filing

A one-paragraph summary of the filing accompanies this Petition.

#### II. Service on Other Parties

Xcel Energy has served a copy of this Petition on the attached service list.

# III. Proposed Hearing Notice

Pursuant to Minn. Stat. §§216B.17, 216B.18, and 216B.39 subd. 3, a Proposed Hearing Notice is included as Schedule B.

## IV. General Filing 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

Delano Municipal Utilities 11 Bridge Ave. W., P.O. Box 65 Delano, MN 55328 (763) 972-0557

#### B. Name, Address, and Telephone Number of Utility Attorneys

Mara K. Ascheman Senior Attorney Xcel Energy Services Inc. 414 Nicollet Mall, 401 - 8<sup>th</sup> Floor Minneapolis, MN 55401 (612) 215-4605 mara.k.ascheman@xcelenergy.com

Kaela Brennan Attorney McGrann, Shea, Carnival, Straughn & Lamb, Chartered 800 Nicollet Mall, Suite 2600 Minneapolis, MN 55402 kmb@mcgrannshea.com

# C. Date of Filing

The date of this filing is October 18, 2018.

# D. Controlling Statute

Exclusive electric service territories have existed in Minnesota since 1974, and are considered necessary to encourage the development of coordinated statewide electric service, to eliminate or avoid unnecessary duplication of utility facilities, and to promote economical, efficient, and adequate electric service to the public.

Minn. Stat. §216B.37 provides electric utilities the exclusive right to serve customers within an assigned service territory, and Minn. Stat. §216B.40 prohibits the provision of retail electric service by another utility within that assigned service territory, absent written consent.

Minn. Stat. §\$216B.37-216B.47 provide the terms and conditions under which a city may extend retail electric service throughout the corporate limits of the city and authorize and permit electric utilities to define and revise their electric service territories by their written consent and agreement. Thus, two parties may agree to modify the boundary between their service territories by requesting Commission approval after notice and hearing under Minn. Stat. §216B.39, or service by exception is consented to under Minn. Stat. §216B.40.

In this circumstance, the land at issue in the Agreement is in Xcel Energy's service territory, but currently there are no customers or facilities. Delano annexed the land, and pursuant to Minn. Stat. §216B.44 decided to provide service in the area. This Agreement is consistent with Minn. Stat. §216B.39 because it avoids the unnecessary duplication of facilities, provides adequate electric service to all areas and future customers affected, and promotes the efficient and economical use and development of the electric systems of the contracting electric utilities. This petition involves the permanent boundary change for 23.399 acres of service area (the Transfer Area) from Xcel Energy to Delano, as agreed to by both parties as shown in the Agreement, and allows Delano to provide interim service to the Transfer Area prior to Commission approval of the Agreement. For a period of ten years starting on the effective date of which the Agreement is signed by both parties, the City shall pay Xcel Energy annually, amounts based on the consumption of the future customers in the Transfer Area, as described on pages 2-3 of the Agreement.

# E. Utility Employee Responsible for Filing

Bridget Dockter Manager, Policy & Outreach Xcel Energy 414 Nicollet Mall, 401 - 7<sup>th</sup> Floor Minneapolis, MN 55401 (612) 337-2096 Paul Twite General Manager Delano Municipal Utilities 11 Bridge Ave. W., P.O. Box 65 Delano, MN 55328 (763) 972-0557

#### V. MISCELLANEOUS INFORMATION

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

## For Delano Municipal Utilities:

Kaela Brennan Paul Twite

Attorney General Manager

McGrann, Shea, Carnival, Straughn & Delano Municipal Utilities

Lamb, Chartered

800 Nicollet Mall, Suite 2600 11 Bridge Ave. W., P.O. Box 65

Minneapolis, MN 55402 Delano, MN 55328 kmb@mcgrannshea.com ptwite@delanomn.us

## For Xcel Energy:

Mara K. Ascheman Carl Cronin

Senior Attorney Regulatory Administrator

Xcel Energy Xcel Energy

414 Nicollet Mall, 401 - 8<sup>th</sup> Floor 414 Nicollet Mall, 401 - 7<sup>th</sup> Floor

Minneapolis, MN 55401 Minneapolis, MN 55401

<u>mara.k.ascheman@xcelenergy.com</u> <u>regulatory.records@xcelenergy.com</u>

Any information requests in this proceeding should be submitted to Xcel Energy via the Regulatory Records e-mail address above and to Delano Municipal Utilities to Mr. Twite at the e-mail address above.

# VI. Description and Purpose of Filing

# A. Reasons for the Filing

The purpose of this filing is to request approval of the permanent boundary change in the Compensation and Orderly Transfer Agreement between Xcel Energy and Delano Municipal Utilities.

# B. Affected Customers and Existing Facilities

There are currently no existing customers or facilities within the Transfer Area.

#### C. Attached Documents

- Schedule A: Compensation and Orderly Transfer Agreement and Bill of Sale
- Schedule B: Proposed Hearing Notice

#### **CONCLUSION**

For the reasons contained herein, we respectfully request the Commission approve the permanent boundary change of the Transfer Area in the Agreement between Xcel Energy and Delano Municipal Utilities.

Dated: October 18, 2018

Northern States Power Company and Delano Municipal Utilities

# STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange Chair
Dan Lipschultz Commissioner
Matthew Schuerger Commissioner
Katie Sieben Commissioner
John Tuma Commissioner

IN THE MATTER OF THE PETITION FOR APPROVAL OF A COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN NORTHERN STATES POWER COMPANY AND DELANO MUNICIPAL UTILITIES DOCKET NO. E002,228/SA-18-\_\_\_

**SUMMARY** 

## Summary of Filing

Please take notice that on October 18, 2018, Northern States Power Company, doing business as Xcel Energy, and Delano Municipal Utilities (Delano) filed with the Minnesota Public Utilities Commission a joint petition for approval of a Compensation and Orderly Transfer Agreement between Xcel Energy and Delano Municipal Utilities. The Agreement will transfer a portion of service territory from Xcel Energy to Delano Municipal Utilities. Delano Municipal Utilities will compensate Xcel Energy for a period of ten years, an amount based on the consumption of the future customers in the annexed service territory transfer area in Wright County.

# COMPENSATION AND ORDERLY TRANSFER AGREEMENT

#### between

#### NORTHERN STATES POWER COMPANY

a Minnesota corporation and the

# **DELANO MUNICIPAL UTILITIES**

#### RECITALS

- A. Northern States Power Company, a Minnesota corporation, d/b/a Xcel Energy ("Xcel Energy") is a "public utility" under Minn. Stat. § 216B.02, subdivision 4. Xcel Energy provides electric service to customers located within its assigned electric service area.
- B. Delano Municipal Utilities, a utility duly organized and existing under the laws of the State of Minnesota, including, inter alia Minn. Stat. § 412.321, that provides electric service within its assigned electric service area (the "Municipal").
- C. The laws of the State of Minnesota, namely Minn. Stat. § 216B.37 216B.47, provide the terms and conditions under which a Municipal utility may extend retail electric service throughout the corporate limits of the City, as well as authorize and permit electric utilities to define and revise their electric service territories by their written consent and agreement.
- D. Pursuant to Minn. Stat. § 216B.44 the City may acquire the right for its Municipal utility to serve an area within its corporate boundaries through Service Territory Transfer of Annexation. The City Council passed an ordinance to annex a portion of Xcel Energy's service territory within the City's

corporate boundaries (the "Annexed Service Territory Transfer") known as Delano West Metro Business Park First Addition.

- E. The Annexation reflected in <u>Attachment 1</u> is located in the assigned electric service area of Xcel Energy, as further described in the map attached hereto as Attachment 1.
- F. The parties have negotiated a mutual settlement in which the Municipal shall hold the exclusive right to provide electric service to the Annexed Territory, with appropriate compensation to Xcel Energy, and wish to avoid litigation. The Parties desire to set forth the terms and conditions of their agreement herein.

NOW THEREFORE, in consideration of the promises exchanged herein, the Parties agree as follows:

1. <u>Scope of Agreement</u>. The parties have agreed to a transfer of the exclusive right to provide electric service to the Annexed Service Territory Transfer from Xcel Energy to the Municipal on a date mutually agreed by the Parties.

Proposed Acquisition Property Description for the 23.399 acres of the Delano West Metro Business Park First Addition.

That part of Outlot C and Lot 1, Block 2, and McKinley Parkway, Delano West Metro Business Park First Addition, Wright County, Minnesota, according to the recorded plat thereof, lying westerly of the east line of the West Half of the Southeast Quarter of Section 3, Township 118, Range 25, Wright County, Minnesota and northerly of the easterly extension of the southerly line of Lot 1, Block 2.

- 2. Existing customers. The Parties acknowledge that there are currently no existing customers or facilities of Xcel Energy's located within the Annexed Service Territory Transfer area that would be affected by this Agreement
- 3. <u>Compensation</u>. The Municipal will pay Xcel Energy the following as compensation for the Annexed Service Territory Transfer area and the exclusive right to provide electric service to the Territory Transfer area through Annexation.

Annual Payments for the Annexed Service Territory: For a period of 10 years starting on the Effective Date of which this agreement is signed by both parties, the City shall pay Xcel Energy annually a sum equal to \$0.0192 times the KWH consumed by the customers located at service locations within the Annexed Service The consumption for customers in the Annexed Service Territory shall be determined using actual data obtained from the City's metering records to validate consumption. The City shall provide documentation of the actual consumption for the customers in the Annexed Service Territory on an annual basis and as reasonably requested by Xcel Energy. For a period of 10 years, the annual consumption data will be determined beginning on the Effective Date, running through the day preceding the Effective Date in the following year, then annually every year after until the day preceding the Effective Date of which this agreement is signed by both parties 10 years into the future, with payment due annually to Xcel Energy 30 days after the anniversary of the Effective Date of which this agreement is signed by both parties of each year of the ten (10) year contract term with supporting information. All payments need to be mailed to the Service Policy Manager at Xcel Energy located at 414 Nicollet Mall – CSC, Minneapolis, MN 55401.

a. <u>Late Charges</u>. If the Municipal fails to make any payment(s) within thirty (30) days of the date due, additional charges shall become due and payable at a rate of interest per annum equal to the prime rate for the last day of the prior month as reported in the "Wall Street Journal" plus one and one-half percent (1 ½%) per month (or the maximum percentage allowed by law, whichever is lower) on any unpaid amounts. Any payments shall be applied to outstanding interest first, followed by outstanding charges due prior to any current charges due.

4. Interim Service. The parties have agreed to allow the Municipal to serve customers in the Annexed Service Territory Transfer Area prior to the Commission Approval of this Agreement.

- 5. <u>Reservation of Rights</u>. Except as specifically set forth herein, this Agreement does not modify or limit the legal rights of any party.
- 6. No Precedent. The Parties recognize that this Agreement is the result of negotiations between the Parties and that this Agreement and the Commission's approval of this Agreement does not represent any binding or legal precedent on any party in any other matter.
- 7. Request for Commission Approval of the Agreement. Upon execution of this Agreement by all Parties, Xcel Energy will prepare a Joint Petition to the Commission by the Parties to modify the assigned service territory to reflect the Transfer Territory to the Municipal's assigned service area, along with this Agreement as evidence of the Parties' resolution of compensation. Upon drafting of such Joint Petition, the Municipal shall retain the right to review Joint Petition prior to signature of said document by duly authorized Upon filing of the Agreement, the Parties will representation. cooperate to send a notice to all affected customers informing them of the Agreement, and that it has been filed with the Commission. This notice shall provide customers with the Commission's address and the docket number to facilitate any customer participation in the proceeding.

#### 8. Miscellaneous.

Entire Agreement and Modification. (a) This Agreement contains the entire agreement and understandings of the Parties hereto regarding the scope of the Agreement and appropriate compensation for the transfer area. previous communications, or agreements, between the Parties hereto, either verbal or written, with reference to the subject matter of this Agreement are hereby abrogated. No amendment, modification or waiver of, or consent with respect to any provision of this Agreement shall be effective unless the same shall be in writing and signed by a duly appointed representatives of all Parties and then any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Headings are provided for convenience and are not part of the Agreement.

- (b) <u>Binding Assignment</u>. The Agreement shall inure to the benefit of the Parties hereto and shall be binding on them and their respective legal representatives, successors, and assigns. Provided, however, neither Party shall assign this Agreement, voluntarily, involuntarily or by operation of law, without prior written consent of the other.
- (c) <u>Severance</u>. If any provision of this Agreement shall be found invalid or unenforceable, in whole or in part, by a court of competent jurisdiction or the Commission, then such provision shall be deemed to be modified or restricted to the extent and in a manner necessary to render the same valid and enforceable, or if that is not possible, such provision shall be stricken and deleted from this Agreement, as the case may require, and this Agreement shall then be construed and enforced to the maximum extent permitted by law and with the purpose to achieve the fundamental intent of the Parties.
- (d) <u>Choice of Laws</u>. This Agreement shall be construed and interpreted in accordance with the laws of the State of Minnesota and excluding any choice of law or rules that may direct the application of laws of another jurisdiction.
- (e) Agreement Drafted Jointly. The Parties agree that none of the Parties shall be deemed solely responsible for drafting all or any portion of this Agreement, and in the event of a dispute, responsibilities for any ambiguities arising from any provision of this Agreement shall be shared equally among the Parties.
- (f) Regulation. The Parties acknowledge that this Agreement is subject to the jurisdiction of the Commission. If the Commission or other state agency with jurisdiction raises any question or challenges any provision of this Agreement, its exhibits, or the due performance thereof, the Parties shall each, at their own expense, exercise any and all lawful efforts reasonable and necessary to respond to said questions and to assure approval.

- (g) <u>Effective Date</u>. The effective date of this Agreement is the date upon which the Agreement has been signed by a duly appointed representative of both Parties.
- (h) Notice. Any notice permitted or required by this Agreement shall be made in writing and personally served or mailed (postage prepaid, return receipt requested) and shall be effective upon the date of personal service, or if by mail, upon the date of receipt.
- (i) <u>Counterparts and Electronic Signatures</u>. This Agreement may be executed in counterpart, and may be executed by way of electronic signature, and if so, shall be considered an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed hereby.

| Northern States Power Company,       | Delano Municipal Utilities    |
|--------------------------------------|-------------------------------|
| A Minnesota Corporation              |                               |
|                                      |                               |
| Greg Chamberlain                     | Jonathan Ness                 |
| Regional Vice President NSP-MN       | Delano Water, Light and Power |
|                                      | Commission Chairman           |
| Date:                                | 0/ /-                         |
|                                      | Date: 8/20/18                 |
| Ву:                                  |                               |
|                                      | By: Smather News              |
| Stephen R. Foss                      |                               |
| Regional Vice President Distribution |                               |
| Operations                           |                               |
| _                                    |                               |
| Date:                                |                               |
|                                      |                               |
| By:                                  |                               |
|                                      |                               |
|                                      |                               |

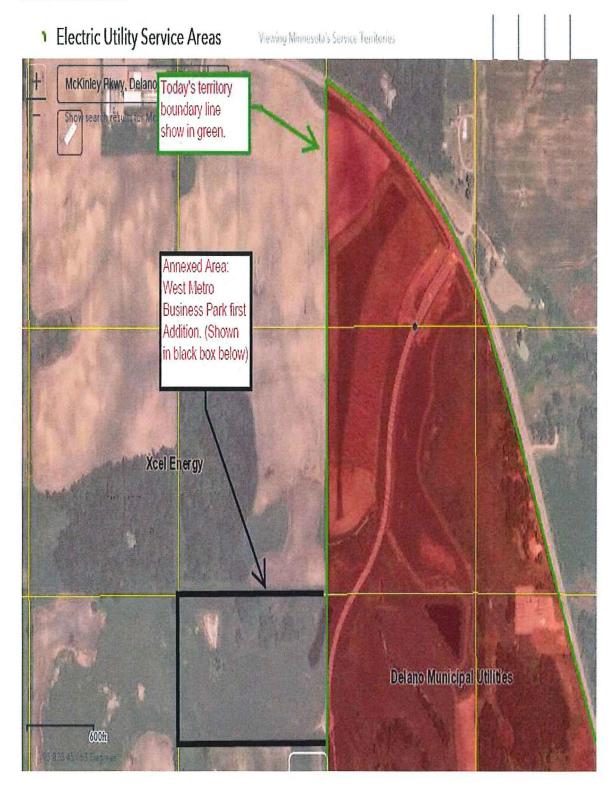
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed hereby.

| Northern States Power Company,       | Delano Municipal Utilities    |
|--------------------------------------|-------------------------------|
| A Minnesota Corporation              |                               |
| Greg Chamberlain                     | Jonathan Ness                 |
| Regional Vice President NSP-MN       | Delano Water, Light and Power |
|                                      | Commission Chairman           |
| Date:                                |                               |
| D.                                   | Date:                         |
| Ву:                                  | D                             |
|                                      | By:                           |
| Stephen R. Foss                      |                               |
| Regional Vice President Distribution |                               |
| Operations                           |                               |
| Date: 8/31/18                        |                               |
| 2 200                                |                               |
| Ву:                                  |                               |
|                                      |                               |

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written and the Parties agree to take such additional steps and actions including execution of such instruments and other documents as are reasonably necessary to effectuate the intentions expressed hereby.

| Northern States Power Company,       | Delano Municipal Utilities    |
|--------------------------------------|-------------------------------|
| A Minnesota Corporation              | -                             |
| -                                    |                               |
| Greg Chamberlain                     | Jonathan Ness                 |
| Regional Vice President NSP-MN       | Delano Water, Light and Power |
| Date: 8/30/18                        | Commission Chairman           |
| By: McCal                            | Date:                         |
|                                      | Ву:                           |
| Stephen R. Foss                      |                               |
| Regional Vice President Distribution |                               |
| Operations                           |                               |
|                                      |                               |
| Date:                                |                               |
|                                      |                               |
| Ву:                                  |                               |
|                                      |                               |
|                                      |                               |

# Attachment 1





Docket No. E002,228/SA-18-\_\_\_ Petition Schedule B Page 1 of 1

# STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange Chair
Dan Lipschultz Commissioner
Matthew Schuerger Commissioner
Katie Sieben Commissioner
John Tuma Commissioner

IN THE MATTER OF THE PETITION FOR APPROVAL OF A COMPENSATION AND ORDERLY TRANSFER AGREEMENT BETWEEN NORTHERN STATES POWER COMPANY AND DELANO MUNICIPAL UTILITIES Docket No. E002,228/SA-18-\_\_\_

PROPOSED HEARING NOTICE

#### Notice of Commission Meeting

The Minnesota Public Utilities Commission will consider a Petition for Approval of a Compensation and Orderly Transfer Agreement between Northern States Power Company, doing business as Xcel Energy, and Delano Municipal Utilities (Delano) at a meeting on (Day and Date) beginning at (Time and Location). This meeting will be open to the public.

Pursuant to Minn. Stat. §216B.39, subd. 3, notice is hereby given to Xcel Energy and Delano Municipal Utilities, governing bodies, and other persons.

Persons who have submitted comments may be permitted to address the Commission. Questions regarding this matter may be directed to (Commission Staff) at (Telephone Number).

#### **CERTIFICATE OF SERVICE**

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

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

#### XCEL ENERGY'S MISCELLANEOUS ELECTRIC SERVICE LIST

Dated this 18th day of October 2018

/s/

Jim Erickson
Regulatory Administrator

| First Name     | Last Name          | Email                                 | Company Name                          | Address  | Delivery Method           | View Trade Secret | Service List Name  |
|----------------|--------------------|---------------------------------------|---------------------------------------|--|---------------------------|-------------------|--|
| David          | Aafedt             | daafedt@winthrop.com                  | Winthrop & Weinstine, P.A.            | Suite 3500, 225 South<br>Sixth Street  Minneapolis,<br>MN<br>554024629 | Electronic Service        | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Christopher    | Anderson           | canderson@allete.com                  | Minnesota Power                       | 30 W Superior St  Duluth,  MN  558022191                               | Electronic Service        | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Alison C       | Archer             | aarcher@misoenergy.org                | MISO                                  | 2985 Ames Crossing Rd Eagan, MN 55121                                  | Electronic Service        | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Ryan           | Barlow             | Ryan.Barlow@ag.state.mn.<br>us        | Office of the Attorney<br>General-RUD | 445 Minnesota Street Bremer Tower, Suite of St. Paul, Minnesota 55101  | Electronic Service<br>400 | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| James J.       | Bertrand           | james.bertrand@stinson.co<br>m        | Stinson Leonard Street LLP            | 50 S 6th St Ste 2600<br>Minneapolis,<br>MN<br>55402                    | Electronic Service        | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| James          | Canaday            | james.canaday@ag.state.<br>mn.us      | Office of the Attorney<br>General-RUD | Suite 1400<br>445 Minnesota St.<br>St. Paul,<br>MN<br>55101            | Electronic Service        | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Jeanne         | Cochran            | Jeanne.Cochran@state.mn<br>.us        | Office of Administrative<br>Hearings  | P.O. Box 64620<br>St. Paul,<br>MN<br>55164-0620                        | Electronic Service        | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| John           | Coffman            | john@johncoffman.net                  | AARP                                  | 871 Tuxedo Blvd. St, Louis, MO 63119-2044                              | Electronic Service        | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Generic Notice | Commerce Attorneys | commerce.attorneys@ag.st<br>ate.mn.us | Office of the Attorney<br>General-DOC | 445 Minnesota Street Suite<br>1800<br>St. Paul,<br>MN<br>55101         | Electronic Service        | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Riley          | Conlin             | riley.conlin@stoel.com                | Stoel Rives LLP                       | 33 S. 6th Street<br>Suite 4200<br>Minneapolis,<br>MN<br>55402          | Electronic Service        | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |

| First Name | Last Name | Email                                    | Company Name                          | Address   | Delivery Method    | View Trade Secret | Service List Name  |
|------------|-----------|--|---------------------------------------|---|--------------------|-------------------|--|
| Corey      | Conover   | corey.conover@minneapoli<br>smn.gov      | Minneapolis City Attorney             | 350 S. Fifth Street<br>City Hall, Room 210<br>Minneapolis,<br>MN<br>554022453     | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| George     | Crocker   | gwillc@nawo.org                          | North American Water<br>Office        | PO Box 174  Lake Elmo, MN 55042   | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Carl       | Cronin    | Regulatory.records@xcele nergy.com       | Xcel Energy                           | 414 Nicollet Mall FL 7  Minneapolis, MN 554011993                                 | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Joseph     | Dammel    | joseph.dammel@ag.state.<br>mn.us         | Office of the Attorney<br>General-RUD | Bremer Tower, Suite 1400<br>445 Minnesota Street<br>St. Paul,<br>MN<br>55101-2131 | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| lan        | Dobson    | residential.utilities@ag.stat<br>e.mn.us | Office of the Attorney<br>General-RUD | 1400 BRM Tower<br>445 Minnesota St<br>St. Paul,<br>MN<br>551012130                | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| John       | Farrell   | jfarrell@ilsr.org                        | Institute for Local Self-Reliance     | 1313 5th St SE #303  Minneapolis, MN 55414  | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Sharon     | Ferguson  | sharon.ferguson@state.mn<br>.us          | Department of Commerce                | 85 7th Place E Ste 280  Saint Paul, MN 551012198                                  | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Edward     | Garvey    | edward.garvey@AESLcons<br>ulting.com     | AESL Consulting                       | 32 Lawton St Saint Paul, MN 55102-2617  | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Janet      | Gonzalez  | Janet.gonzalez@state.mn.<br>us           | Public Utilities Commission           | Suite 350<br>121 7th Place East<br>St. Paul,<br>MN<br>55101                       | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Kimberly   | Hellwig   | kimberly.hellwig@stoel.co<br>m           | Stoel Rives LLP                       | 33 South Sixth Street<br>Suite 4200<br>Minneapolis,<br>MN<br>55402                | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |

| First Name | Last Name        | Email                             | Company Name                          | Address  | Delivery Method    | View Trade Secret | Service List Name  |
|------------|------------------|-----------------------------------|---------------------------------------|--|--------------------|-------------------|--|
| Michael    | Норре            | il23@mtn.org                      | Local Union 23, I.B.E.W.              | 932 Payne Avenue<br>St. Paul,<br>MN<br>55130                           | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Alan       | Jenkins          | aj@jenkinsatlaw.com               | Jenkins at Law                        | 2265 Roswell Road<br>Suite 100<br>Marietta,<br>GA<br>30062             | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Linda      | Jensen           | linda.s.jensen@ag.state.m<br>n.us | Office of the Attorney<br>General-DOC | 1800 BRM Tower 445<br>Minnesota Street<br>St. Paul,<br>MN<br>551012134 | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Richard    | Johnson          | Rick.Johnson@lawmoss.co<br>m      | Moss & Barnett                        | 150 S. 5th Street<br>Suite 1200<br>Minneapolis,<br>MN<br>55402         | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Sarah      | Johnson Phillips | sarah.phillips@stoel.com          | Stoel Rives LLP                       | 33 South Sixth Street<br>Suite 4200<br>Minneapolis,<br>MN<br>55402     | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Mark J.    | Kaufman          | mkaufman@ibewlocal949.o<br>rg     | IBEW Local Union 949                  | 12908 Nicollet Avenue<br>South<br>Burnsville,<br>MN<br>55337           | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Thomas     | Koehler          | TGK@IBEW160.org                   | Local Union #160, IBEW                | 2909 Anthony Ln  St Anthony Village, MN 55418-3238                     | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Michael    | Krikava          | mkrikava@briggs.com               | Briggs And Morgan, P.A.               | 2200 IDS Center<br>80 S 8th St<br>Minneapolis,<br>MN<br>55402          | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Douglas    | Larson           | dlarson@dakotaelectric.co<br>m    | Dakota Electric Association           | 4300 220th St W Farmington, MN 55024                                   | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |

| First Name | Last Name | Email                           | Company Name                            | Address   | Delivery Method    | View Trade Secret | Service List Name  |
|------------|-----------|---------------------------------|---|---|--------------------|-------------------|--|
| Peder      | Larson    | plarson@larkinhoffman.co<br>m   | Larkin Hoffman Daly &<br>Lindgren, Ltd. | 8300 Norman Center Drive<br>Suite 1000<br>Bloomington,<br>MN<br>55437               | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Peter      | Madsen    | peter.madsen@ag.state.m<br>n.us | Office of the Attorney<br>General-DOC   | Bremer Tower, Suite 1800<br>445 Minnesota Street<br>St. Paul,<br>Minnesota<br>55101 | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Kavita     | Maini     | kmaini@wi.rr.com                | KM Energy Consulting LLC                | 961 N Lost Woods Rd Oconomowoc, WI 53066  | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Pam        | Marshall  | pam@energycents.org             | Energy CENTS Coalition                  | 823 7th St E<br>St. Paul,<br>MN<br>55106  | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Joseph     | Meyer     | joseph.meyer@ag.state.mn<br>.us | Office of the Attorney<br>General-RUD   | Bremer Tower, Suite 1400<br>445 Minnesota Street<br>St Paul,<br>MN<br>55101-2131    | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| David      | Moeller   | dmoeller@allete.com             | Minnesota Power                         | 30 W Superior St  Duluth, MN 558022093  | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Andrew     | Moratzka  | andrew.moratzka@stoel.co<br>m   | Stoel Rives LLP                         | 33 South Sixth St Ste 4200  Minneapolis, MN 55402                                   | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| David      | Niles     | david.niles@avantenergy.c<br>om | Minnesota Municipal Power<br>Agency     | 220 South Sixth Street Suite 1300 Minneapolis, Minnesota 55402                      | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Carol A.   | Overland  | overland@legalectric.org        | Legalectric - Overland Law<br>Office    | 1110 West Avenue  Red Wing,  MN  55066  | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Jeff       | Oxley     | jeff.oxley@state.mn.us          | Office of Administrative<br>Hearings    | 600 North Robert Street St. Paul, MN 55101  | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |

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| Kevin      | Reuther   | kreuther@mncenter.org              | MN Center for<br>Environmental Advocacy | 26 E Exchange St, Ste 206  St. Paul,  MN  551011667                                  | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Richard    | Savelkoul | rsavelkoul@martinsquires.c<br>om   | Martin & Squires, P.A.                  | 332 Minnesota Street Ste<br>W2750<br>St. Paul,<br>MN<br>55101                        | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Zeviel     | Simpser   | zsimpser@briggs.com                | Briggs and Morgan PA                    | 2200 IDS Center80 South<br>Eighth Street<br>Minneapolis,<br>MN<br>554022157          | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Ken        | Smith     | ken.smith@districtenergy.c<br>om   | District Energy St. Paul Inc.           | 76 W Kellogg Blvd St. Paul, MN 55102   | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Byron E.   | Starns    | byron.starns@stinson.com           | Stinson Leonard Street LLP              | 50 S 6th St Ste 2600<br>Minneapolis,<br>MN<br>55402                                  | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| James M.   | Strommen  | jstrommen@kennedy-<br>graven.com   | Kennedy & Graven,<br>Chartered          | 470 U.S. Bank Plaza<br>200 South Sixth Stree<br>Minneapolis,<br>MN<br>55402          | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Eric       | Swanson   | eswanson@winthrop.com              | Winthrop & Weinstine                    | 225 S 6th St Ste 3500<br>Capella Tower<br>Minneapolis,<br>MN<br>554024629            | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Thomas     | Tynes     | ttynes@energyfreedomcoal ition.com | Energy Freedom Coalition of America     | 101 Constitution Ave NW<br>Ste 525 East<br>Washington,<br>DC<br>20001                | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Lisa       | Veith     | lisa.veith@ci.stpaul.mn.us         | City of St. Paul                        | 400 City Hall and<br>Courthouse<br>15 West Kellogg Blvd.<br>St. Paul,<br>MN<br>55102 | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |

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|------------|-----------|----------------------------|--|--|--------------------|-------------------|--|
| Joseph     | Windler   | jwindler@winthrop.com      | Winthrop & Weinstine                         | 225 South Sixth Street,<br>Suite 3500<br>Minneapolis,<br>MN<br>55402     | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Cam        | Winton    | cwinton@mnchamber.com      | Minnesota Chamber of<br>Commerce             | 400 Robert Street North<br>Suite 1500<br>St. Paul,<br>Minnesota<br>55101 | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |
| Daniel P   | Wolf      | dan.wolf@state.mn.us       | Public Utilities Commission                  | 121 7th Place East<br>Suite 350<br>St. Paul,<br>MN<br>551012147          | Electronic Service | No                | GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric          |
| Patrick    | Zomer     | Patrick.Zomer@lawmoss.c om | Moss & Barnett a<br>Professional Association | 150 S. 5th Street, #1200  Minneapolis, MN 55402                          | Electronic Service | No                | GEN_SL_Northern States<br>Power Company dba Xcel<br>Energy-Elec_Xcel Miscl<br>Electric |