

414 Nicollet Mall Minneapolis, Minnesota 55401-1993

September 21, 2017

-Via Electronic Filing-

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

RE: PETITION FOR APPROVAL OF REVISIONS TO THE RENEWABLE\*CONNECT PILOT PROGRAM DOCKET NO. E002/M-15-985

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits the enclosed Petition for Approval of Revisions to the Renewable\*Connect Pilot Program.

Pursuant to Minn. Stat. § 216.17, subd. 3, we have electronically filed this document, and served copies on all parties on the attached service list. If you have any questions regarding this filing, please contact Amy Liberkowski at (612) 330-6613 or <u>amy.a.liberkowski@xcelenergy.com</u>.

Sincerely,

/s/

AAKASH CHANDARANA REGIONAL VICE PRESIDENT, RATES AND REGULATORY AFFAIRS

Enclosures

c: Service List

### STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

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

IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER COMPANY FOR APPROVAL OF REVISIONS TO THE RENEWABLE\*CONNECT PILOT PROGRAM DOCKET NO. E002/M-15-985

PETITION

### INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission (Commission) this request for approval of modifications to the Company's tariffs governing the Renewable\*Connect Pilot Program.

As outlined in our initial Petition in this proceeding, as well as in our compliance filing, the Company will file updates to its Month-to-Month and special event rate annually. For the first partial year, we file this pricing update prior to our first Annual Report. Hereafter, the pricing update will be filed annually on April 1 for approval.

In addition to this anticipated pricing update, we also include in this Petition two refinements to our tariff in response to early learnings in the pilot tranche. First, we propose a minor clarifying edit to our tariff to make clear that the end of the customer's term length does not extend beyond the term of the Renewable\*Connect Pilot Program.

Second, we request a tariff modification to remove a term limiting available subscription sizes. On August 23, 2017, we provided the Commission with an Informational Update, where we shared our progress to date in subscribing customers to the pilot tranche of Renewable\*Connect. As stated in that Update, the pilot tranche is 64 percent subscribed. We have engaged customers through marketing and direct discussions, and through this process, we have learned that some potential subscribers wish to increase the available subscription size beyond the tariffed terms of the program. As discussed in this petition, the purpose of the rule limiting each subscription to no more than 10 percent of the tranche size has been satisfied. The rule is therefore no longer necessary to ensure all customers have an opportunity to access the pilot, and accordingly, we propose to remove that term from our tariff.

We respectfully request that the Commission approve:

- the Month-to-Month and special event pricing compliance update,
- language to make clear the end of the subscriber's term, and
- a modification to remove the 10 percent per-customer limit on subscription size.

# 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

James R. Denniston Assistant General Counsel Xcel Energy 414 Nicollet Mall – 401 8<sup>th</sup> Floor Minneapolis, MN 55401 (612) 215-4656

# C. Date of Filing

The date of this filing is September 21, 2017.

# 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 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

Aakash Chandarana Regional Vice President, Rates and Regulatory Affairs Xcel Energy 401 Nicollet Mall – 401 7<sup>th</sup> Floor Minneapolis, MN 55401 (612) 215-4663

# 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:

James R. Denniston	Carl J. Cronin
Assistant General Counsel	Regulatory Administrator
Xcel Energy	Xcel Energy
414 Nicollet Mall – 401 8th Floor	414 Nicollet Mall – 401 7 <sup>th</sup> Floor
Minneapolis, MN 55401	Minneapolis, MN 55401
James.R.Denniston@xcelenergy.com	regulatory.records@xcelenergy.com

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

# V. EFFECT OF CHANGE UPON XCEL ENERGY REVENUE

Company revenues will increase by the amount of subscription revenues and administrative fees collected from Xcel Energy Renewable\*Connect subscribers to

recover the cost of the resource Purchase Power Agreements (PPAs), marketing, and administration expenses associated with the program. The revenue increase would be net of any associated decrease in system fuel revenues resulting from customers migrating to Renewable\*Connect resources.

# VI. DESCRIPTION AND PURPOSE OF FILING

# A. Background

On November 13, 2015, the Company filed its initial Petition in this proceeding, requesting approval on a pilot basis to offer Renewable\*Connect, a voluntary option for customers to source their energy needs from a blend of wind and solar resources. The Company filed a Supplement on September 21, 2016, modifying certain terms in the Renewable\*Connect pilot, and bringing forward Renewable\*Connect Government, a public sector pilot program. On February 27, 2017 the Commission issued its *Order Approving Pilot Programs and Requiring Filings* in this docket.

The Renewable\*Connect Pilot Program tariff at Section 5, Sheet 150, has a 10 year term pricing schedule reflecting that the program ends at the end of 2026. The Company launched its Renewable\*Connect pilot program in April of 2017, and as of the date of this filing, the pilot is 64 percent subscribed.

# B. Pricing Update

The Company submits Attachment A to fulfill the annual pricing update requirement for the Month-to-Month and special event ("M-T-M") rate. As detailed in Attachment A, this 2018 pricing update incorporates 2018 M-T-M resource cost, the capacity credit, and neutrality charge rates included in the 5 and 10-year term pricing for 2018. In addition, the administration charge for 2018 is also reduced 0.025 cents/kWh from the 2017 price to match the year-over-year reduction for the 5 and 10-year pricing schedules.

# C. Proposed Modifications

# 1. Clarification to Prorated Term

In reviewing the tariff and Customer Agreement for the Renewable\*Connect pilot, the Company has identified one term that would benefit from clarification. We believe the tariff as written could lead to confusion about the term length for subscribers joining with a five- or ten-year Service Agreement. This pilot program ends in December 2026. To minimize confusion, the Company proposes revisions to its tariff to read as follows:

### a. Changes to the Renewable\*Connect Pilot Program Rider

Changes to Section 5, Sheet 152:

6. Xcel Energy may cancel this R\*C Service and any Service Agreement applicable to the R\*C Service on written order from the Commission based on good cause shown. <u>Additionally, Xcel</u> Energy may, upon reasonable notice to a Customer, cancel any Service Agreement applicable to the R\*C Service to assure that the Service Agreement does not extend beyond the term of this R\*C Pilot Program. The term of this R\*C Pilot Program ends on December 31, 2026.

### b. Changes to the Renewable\*Connect Service Agreement

Changes to Section 7, Sheet 99:

2. SUBSCRIPTION TERM: The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement (but not before January 1, 2017).

The Subscription Term shall continue until the earlier of the following (the "Termination Date"):

A. The last day of a billing cycle following 30 days from the termination notice from customer; B. The last day of the 5-Year of 10-Year term where a 5-Year or 10-Year term is selected by the Customer:

C. The last day of the Special Event, where the subscription is for a Special Event; or, D. The date the Customer ceases to receive service at the Premises without beginning to take service at another location in Xcel Energy's Minnesota service area. E. The last day of the R\*C Pilot Program, which is December 31, 2026.

The redline modification of the tariffs are included at Attachment B.

### 2. Removal of 10 Percent Restriction

The Company also proposes a redline at Attachment B to reflect the removal of the 10 percent of tranche limit on subscription sizes. When the Company first proposed this sizing limitation, the purpose was to ensure that under a first-come, first-served allocation approach during the early stages of enrollment, the participation of large energy users did not effectively exclude the participation of small energy users, such as small businesses or Residential customers. This restriction was an important safeguard for the public interest in assuring program access as the initial expressions of customer interest indicated that the program could have been fully subscribed prior to the contracting phase.

The program has now been open for several months, and it has attracted the participation of more than 1,900 Residential customers. However, after an extensive

marketing campaign, not all expressions of customer interest resulted in contracts and approximately one-third of the pilot tranche remains available. We believe the time is right to remove the size restriction as it has fulfilled its purpose, and all customers have had a reasonable opportunity to subscribe to the pilot tranche.

We request the tariff be modified in part to accommodate the interest of certain customers who are prepared to subscribe to a larger portion of the tranche. We have had discussions with the City of Minneapolis, for example, who is ready to subscribe to more Renewable\*Connect if it was made available to them. In the letter included at Attachment C, the City describes its desire to subscribe to an additional 50 to 60 million kWh of Renewable\*Connect. Today, the only barrier to this request is the 10 percent restriction.

We believe it is reasonable at this stage to lift the restriction for the reasons stated here: the limit has served its public interest purpose, all customers have had an opportunity to subscribe, the Company strives to better understand customer demand, and customers are prepared to take more of the tranche. Given these circumstances, we believe the Commission could approve the tariff modification request and enable ongoing learnings in the pilot phase.

# CONCLUSION

We are pleased to continue making progress in our Renewable\*Connect pilot project. In coming forward with Renewable\*Connect on a pilot basis, it was the Company's hope that we would generate learnings that would inform program refinements over time. In this petition we bring forward some early learnings and we seek authorization to enact reasonable refinements based on those learnings. Xcel Energy respectfully requests that the Commission approve:

- the Month-to-Month and special event pricing compliance update,
- language to make clear the end of the subscriber's term, and
- a modification to remove the 10 percent per-customer limit on subscription size.

Dated: September 21, 2017

Northern States Power Company

### STATE OF MINNESOTA BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

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

IN THE MATTER OF THE PETITION OF NORTHERN STATES POWER COMPANY FOR APPROVAL OF REVISIONS TO THE RENEWABLE\*CONNECT PILOT PROGRAM DOCKET NO. E002/M-15-985

PETITION

### SUMMARY OF FILING

Please take notice that on September 21, 2017, Northern States Power Company, doing business as Xcel Energy, filed with the Minnesota Public Utilities Commission a Petition for approval of revisions to the Company's Renewable\*Connect Pilot Program. These revisions include an anticipated pricing update, a minor clarification, and the removal of a subscription sizing limitation.

# Renewable\*Connect Pricing with Rate Components

#### Cents per kWh

		2010								
	2017	2018								
Month-to-Month - Renewable*Connect Pricing	YR1	YR2								
Blended PPA Resource Cost	3.192	3.249								
(Less) Capacity Credit	0.659	0.674								
Net Energy Resources Cost	2.533	2.575								
(Add) Neutrality Charge (Line Losses, Curtailment & Other Costs)	0.472	0.477								
Delivered Resource Cost	3.005	3.052								
(Add) Administrative Cost	0.550	0.525								
Total Renewable*Connect Price	3.555	3.577								
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
5-Year - Renewable*Connect Pricing	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10
Blended PPA Resource Cost	3.130	3.202	3.275	3.349	3.426	3.504	3.584	3.665	3.749	3.835
(Less) Capacity Credit	0.659	0.674	0.691	0.707	0.724	0.742	0.759	0.778	0.796	0.815
Net Energy Resources Cost	2.471	2.528	2.584	2.642	2.702	2.762	2.825	2.887	2.953	3.020
(Add) Neutrality Charge (Line Losses, Curtailment & Other Costs)	0.472	0.477	0.483	0.488	0.493	0.499	0.504	0.510	0.516	0.522
Delivered Resource Cost	2.943	3.005	3.067	3.130	3.195	3.261	3.329	3.397	3.469	3.542
(Add) Administrative Cost	0.300	0.275	0.250	0.200	0.150	0.100	0.100	0.100	0.100	0.100
Total 5-Year Renewable*Connect Price	3.243	3.280	3.317	3.330	3.345	3.361	3.429	3.497	3.569	3.642
	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
10-Year - Renewable*Connect Pricing	YR1	YR2	YR3	YR4	YR5	YR6	YR7	YR8	YR9	YR10
Blended PPA Resource Cost	3.130	3.202	3.275	3.349	3.426	3.504	3.584	3.665	3.749	3.835
(Less) Capacity Credit	0.659	0.674	0.691	0.707	0.724	0.742	0.759	0.778	0.796	0.815
Net Energy Resources Cost	2.471	2.528	2.584	2.642	2.702	2.762	2.825	2.887	2.953	3.020
(Add) Neutrality Charge (Line Losses, Curtailment & Other Costs)	0.472	0.477	0.483	0.488	0.493	0.487	0.479	0.473	0.466	0.460
Delivered Resource Cost	2.943	3.005	3.067	3.130	3.195	3.249	3.304	3.360	3.419	3.480
(Add) Administrative Cost	0.250	0.225	0.200	0.150	0.100	0.100	0.100	0.100	0.100	0.100
Total 10-Year Renewable*Connect Price	3.193	3.230	3.267	3.280	3.295	3.349	3.404	3.460	3.519	3.580

# Redline

#### Section No. 5 Original<u>1st Revised</u> Sheet No. 150

The R\*C Price for the pilot phase R\*C Resources of each R\*C Service Type shall be as follows based on year of production, unless otherwise provided for in this tariff:

Month-To-Month P*C or Single Event P*C Service Type (2017)	\$0.03555 par k\Mb
Monar to Monar to or ongle Event to betwee type (2017)	

Month-To-Month R*C or Single Event R*C Service Type					
Year number	<u>\$/kWh</u>				
<u>1 (2017)</u>	<u>\$0.03555</u>				
<u>2 (2018)</u>	<u>\$0.03577</u>				

#### 5-Year and 10-Year R\*C Service Type

Year	5-Year Contract (\$/kWh)	10-Year Contract (\$/kWh)
2017	\$0.03243	\$0.03193
2018	\$0.03280	\$0.03230
2019	\$0.03317	\$0.03267
2020	\$0.03330	\$0.03280
2021	\$0.03345	\$0.03295
2022	\$0.03361	\$0.03349
2023	\$0.03429	\$0.03404
2024	\$0.03497	\$0.03460
2025	\$0.03569	\$0.03519
2026	\$0.03642	\$0.03580

#### **NEUTRALITY CHARGE**

The R\*C Price includes a neutrality charge to mitigate the impact of the R\*C Pilot program on non-participating customers. The standard neutrality charge is <u>as follows:</u>\$0.00472 per kWh in year 1.

Year number	<u>\$/kWh</u>
<u>1 (2017)</u>	<u>\$0.00472</u>
<u>2 (2018)</u>	<u>\$0.00477</u>

Customers receiving service under the Company's Business Incentive and Sustainability Rider, Competitive Response Rider, or Residential Electric Vehicle Service (Rate Code A08) shall not be subject to the neutrality charge portion of the R\*C Price.

#### TRACKER ACCOUNT

Due to the variability of renewable resources, the Renewable\*Connect program tracker account may have an excess or shortage of supply in any given hour or month. The Company will balance Renewable\*Connect program usage at the end of the program year in accordance with the expected resource blend. As a result, the program may require more or less of a share of the expected program allocation. Energy produced by the R\*C Resources that is not associated with any R\*C Service subscription and therefore not allocated to an R\*C Customer will be sold to all customers at the delivered cost through the Fuel Clause Adjustment. The Company will maintain accounting of the monthly balance of total R\*C Resources production, total program usage, total revenues collected under the program and the expenses associated with offering the R\*C Service, including the renewable energy purchases, marketing and other costs for this program. The Company may petition the Commission annually to true up the marketing and administrative cost tracker balance and apply the resulting true-up factors to the Month-To-Month R\*C Price.

(Continued on Sheet No. 5-151)						
Date Filed:	<del>11-12-15<u>09-21-17</u></del>	By: Christopher B. Clark	Effective Date:	<del>02-27-17</del>		
President, Northern States Power Company, a Minnesota corporation						
Docket No.	E002/M- <del>15-985<u>17-</u></del>		Order Date:	<del>02-27-17</del>		

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PROPOSED

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#### Section No. 5 Original<u>1st Revised</u> Sheet No. 151

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PROPOSED

### TERMS AND CONDITIONS OF SERVICE

- Any Customer enrolling in this R\*C Service shall execute the Service Agreement with the Company. The effective date of such service, and the Customer's Subscription Level, will be set forth in the Service Agreement. A Customer's ability to continue receiving this R\*C Service terminates upon the termination of the Service Agreement.
- A Customer may elect to subscribe by: (i) purchasing a specified number of 100 kWh blocks; (ii) the Customer's entire Applicable Retail Electric Usage; or (iii) the Customer's entire Retail Electric Usage for a special event; provided, however, that in no event shall the customer's total Subscription Level exceed 10% of the total expected average output of the available R\*C Resources.
- Unless otherwise agreed to by the Company, for a Customer electing to receive the R\*C Service by the 3. 100 kWh Blocks R\*C Billing Method, the Subscription Level shall be set so that when combined with other distributed generation resources serving the premises designated in the Service Agreement the subscription size does not exceed one hundred (100) percent of the previous annual (12-month) consumption of electric energy by Customer at Premises. If twelve (12) months of historical electric energy consumption data is not available for a particular Customer Premise, the Company will calculate the estimated annual electric energy consumption as follows: if there is less than twelve (12) months but four (4) months or more of consumption history, the average monthly consumption is multiplied by twelve (12) to figure the yearly consumption. In cases where there is less than four (4) months of consumption history, home usage is estimated based on the historical average energy use of homes of a similar size. Homes are assumed to have central A/C, electric appliances, and natural gas water and space heating. For commercial properties and all properties over 4,500 square feet with less than four (4) months of consumption history, the Customer must submit an energy audit (HERS Rating or similar) or load calculations for the property stating the estimated annual consumption. Load calculations must be documented and sent to the Renewable\*Connect Program Manager for approval. The compliance check by the Company with this 100% rule will be performed once at the beginning of a subscription and later only if the Customer changes his or her subscription size or relocates to a new premise. In the event a customer's Applicable Retail Electric Usage in a given billing month results in the partial consumption of a 100 kWh Block, the charge on that partial block will be prorated accordingly.
- 4. For a Customer electing to receive its entire Applicable Retail Electric Usage pursuant to the R\*C Service, Xcel Energy reserves the right to provide system energy in any given billing month for any portion of the Customer's Applicable Retail Electric Usage that exceeds its monthly average usage (calculated as the actual or estimated 12-month annual electric energy consumption described in paragraph 3, divided by 12).

(Continued on Sheet No. 5-152)							
Date Filed:	<del>11-12-15<u>09-21-17</u></del>	By: Christopher B. Clark	Effective Date:	<del>02-27-17</del>			
	President, Nort	hern States Power Company, a Minneso	ta corporation				
Docket No.	E002/M- <del>15-985<u>17-</u></del>		Order Date:	<del>02-27-17</del>			

#### TERMS AND CONDITIONS OF SERVICE (Continued)

- 5. A Customer's subscription period becomes effective on the first day of Customer's billing period immediately following the Company counter-signing the Service Agreement (but not before January 1, 2017). Subscription periods are month-to-month, 5 years and 10 years, or are for a designated Special Event. Any termination by the Customer ahead of the 5 year, 10 year or Special Event term shall be provided by notice by the Customer to the Company at least 30 days prior to the Termination Date. The Termination Date is the last day of the billing month following 30 days from Company receipt of the termination notice provided by the Customer. Month-to-month subscriptions shall continue until terminated by the customer, and shall end on the last day of the billing month following 30 days from Company receipt of the termination notice provided by the Customer to the completion of that 5-Year or 10-Year term shall be subject to an Early Termination Fee. The Early Termination Fee shall be equal to the customer's actual R\*C Service usage for the 12-month billing period ending on the Termination Date multiplied by a per MWh amount of \$10 (R\*C Early Termination Fee Rate). If the Customer does not have at least 12 billing months of R\*C Service usage, the anticipated 12-month R\*C Service usage will be calculated as follows:
  - For Customers choosing the 100 kWh Blocks R\*C Billing Method, the number of 100 kWh Blocks subscribed will be multiplied by twelve (12).
  - b. For Customers choosing the Entire Monthly Usage R\*C Billing Method, the estimated annual (12-month) usage for the Customer using the methodology described in paragraph 3.

This anticipated 12-month R\*C Service usage will then be multiplied by the R\*C Early Termination Fee Rate to determine the value of the Early Termination Fee.

- 6. Xcel Energy may cancel this R\*C Service and any Service Agreement applicable to the R\*C Service on written order from the Commission based on good cause shown. <u>Additionally, Xcel Energy may, upon reasonable notice to a Customer, cancel any Service Agreement applicable to the R\*C Service to assure that the Service Agreement does not extend beyond the term of this R\*C Pilot Program. The term of this R\*C Pilot Program ends on December 31, 2026.</u>
- 7. The Company will submit reports to the Commission each April 1, or as otherwise ordered in relation to the tracker accounting.
- For customers on time of day tariffs, their usage met by R\*C Service and any excess usage not met by R\*C Service shall both be assigned to the on-peak and off-peak periods in proportion to the Customer's total billing period on-peak and off-peak usage.
- Xcel Energy may, in its discretion, allow customers to subscribe to the R\*C Program on a limited basis for the energy used by a single event or series of events without making a long-term purchase commitment.
- 10. The discounts under Residential Controlled Air Conditioning and Water Heating Rider and Commercial and Industrial Controlled Air Conditioning Riders are not applicable to the charges under this Rider.

(Continued on Sheet No. 5-153)						
Date Filed:	<del>11-12-15<u>09-21-17</u></del>	By: Christopher B. Clark	Effective Date:	<del>02-27-17</del>		
President, Northern States Power Company, a Minnesota corporation						
Docket No.	E002/M- <del>15-985<u>17-</u></del>		Order Date:	<del>02-27-17</del>		

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Section No. 7 Original<u>1st Revised</u> Sheet No. 99

- SUBSCRIPTION TERM: The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement (but not before January 1, 2017). The Subscription Term shall continue until the earlier of the following (the "Termination Date"):
  - A. The last day of a billing cycle following 30 days from the termination notice from customer;
  - B. The last day of the 5-Year of 10-Year term where a 5-Year or 10-Year term is selected by the Customer;
  - C. The last day of the Special Event, where the subscription is for a Special Event; or,
  - D. The date the Customer ceases to receive service at the Premises without beginning to take service at another location in Xcel Energy's Minnesota service area-; or

D-E. The last day of the R\*C Pilot Program, which is December 31, 2026. After the Termination Date, Customer shall receive service as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission.

- 3. SUPPLY RISK: Customer hereby acknowledges, understands, and agrees that Customer has subscribed for an allocated share in kWh of a portion of the energy from the capacity of the R\*C Resources. Xcel Energy shall not be liable to the Customer in the event that the R\*C Resources are unavailable. Customer expressly acknowledges and agrees to assume any and all risks associated with Xcel Energy's purchase of renewable energy for Customer's benefit from the R\*C Resources, including the risk that the operator of R\*C Resources will be unable to perform under the terms of the power purchase agreement between it and Xcel Energy. To the extent that the operator(s) of the R\*C Resources is unable to perform under the terms of its power purchase agreement with Xcel Energy, Xcel Energy will be under no obligation to continue to provide R\*C Service to Customer at the rates specified in the tariff for the R\*C Service or under this Service Agreement.
- 4. EARLY TERMINATION: Customer may elect to terminate this agreement on the Termination Date. If Customer so elects, and Customer's R\*C Service Type was not month-to-month nor a Special Event, and the Termination Date is less than the full 5-Year or 10-Year term designated in Paragraph 1, Customer shall pay to Xcel Energy an Early Termination Fee, as detailed in the tariff for the R\*C Service as identified in the Voluntary Renewable\*Connect Pilot Program Rider contained in Xcel Energy's Electric Rate Book as it now exists or may hereafter be changed, on file with the Commission. Further, if Customer elects to terminate this Service Agreement prior to the completion of the designated 5-Year or 10-Year term, Customer may not prospectively subscribe the same Premises in a different Renewable\*Connect or Renewable\*Connect Government tranche until the end of what would have been the full 5-Year or 10-Year term. Xcel Energy may cancel the R\*C Service and this Service Agreement on written order from the Commission based on good cause shown.
- 5. CHANGE OF PREMISES: If Customer ceases to receive service at the Premises and begins taking service at another location in Xcel Energy's Minnesota service area, then Xcel Energy will automatically transfer Customer's Renewable\*Connect subscription to the new service location.

6. FEES, RATES AND CHARGES: All fees, rates and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set

(Continued on Sheet No. 7-100)							
Date Filed:	<del>11-12-15<u>09-21-17</u></del>	By: Christopher B. Clark	Effective Date:	<del>02-27-17</del>			
President, Northern States Power Company, a Minnesota corporation							
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Section No. 7 Original<u>1st Revised</u> Sheet No. 99

forth on the retail electric bill of the Customer and be billed and collected similar to other retail electric charges.

(Continued on Sheet No. 7-100)							
Date Filed:	<del>11-12-15<u>09-21-17</u></del>	By: Christopher B. Clark	Effective Date:	<del>02-27-17</del>			
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Section No. 7 Original<u>1st Revised</u> Sheet No. 100

- 6. FEES, RATES AND CHARGES: All fees, rates and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set forth on the retail electric bill of the Customer and be billed and collected similar to other retail electric charges.
- 6-7. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy.
- 7.8. TRADE SECRET DATA AND PERSONAL DATA: This Service Agreement and any information provided to Xcel Energy in support of this Service Agreement, including but not limited to information or data about the Customer including Customer account information, energy data, Subscription Term and Subscription Level, may be provided to the Commission and/or other Minnesota regulatory agencies. Information related to Subscription Level and Subscription Term may be trade secrets of Customer and will be marked Trade Secret pursuant to Minnesota Government Data Practices Act.
- 8-9. DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS: Nothing in this Service Agreement or the tariff for the R\*C Service shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Service Agreement.
- 9.10. INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Xcel Energy and all of its affiliated companies and each of their officers, directors, employees, and agents, from and against any and all third party liability, damages (direct, indirect and/or special), loss, cost, and expense of any kind (including but not limited to attorneys' fees and litigation costs) arising out of or in association with this Service Agreement or the R\*C Service, including, but not limited to, Xcel Energy's purchasing renewable energy on Customer's behalf at Customer's request and the purchase of renewable energy from the R\*C Program resources under the R\*C Service or this Service Agreement.

Customer acknowledges, understands, accepts, and agrees that Xcel Energy will not be liable to Customer for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort or in contract, under the R\*C Service or this Service Agreement or any transaction thereto, or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.

Other than those expressly provided herein, Xcel Energy makes no other representation or warranty, written or oral, express or implied, in connection with the purchase of renewable energy under the R\*C Service and this Service Agreement. All warranties of merchantability or of fitness for a particular purpose or arising from a course of dealing or usage of trade are specifically excluded.

(Continued on Sheet No. 7-101)						
Date Filed:	<del>11-12-15<u>09-21-17</u></del>	By: Christopher B. Clark	Effective Date:	<del>02-27-17</del>		
President, Northern States Power Company, a Minnesota corporation						
Docket No.	E002/M- <del>15-985<u>17-</u></del>		Order Date:	<del>02-27-17</del>		

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Section No. 5 1st Revised Sheet No. 150

#### RATE

The R\*C Price for the pilot phase R\*C Resources of each R\*C Service Type shall be as follows based on year of production, unless otherwise provided for in this tariff:

Month-To-Month R*C or Single Event R*C Service Type						
Year number	\$/kWh					
1 (2017)	\$0.03555					
2 (2018)	\$0.03577					

#### 5-Year and 10-Year R\*C Service Type

Year	5-Year Contract (\$/kWh)	10-Year Contract (\$/kWh)
2017	\$0.03243	\$0.03193
2018	\$0.03280	\$0.03230
2019	\$0.03317	\$0.03267
2020	\$0.03330	\$0.03280
2021	\$0.03345	\$0.03295
2022	\$0.03361	\$0.03349
2023	\$0.03429	\$0.03404
2024	\$0.03497	\$0.03460
2025	\$0.03569	\$0.03519
2026	\$0.03642	\$0.03580

#### **NEUTRALITY CHARGE**

The R\*C Price includes a neutrality charge to mitigate the impact of the R\*C Pilot program on non-participating customers. The standard neutrality charge is as follows:

Year number	\$/kWh
1 (2017)	\$0.00472
2 (2018)	\$0.00477

Customers receiving service under the Company's Business Incentive and Sustainability Rider, Competitive Response Rider, or Residential Electric Vehicle Service (Rate Code A08) shall not be subject to the neutrality charge portion of the R\*C Price.

#### TRACKER ACCOUNT

Due to the variability of renewable resources, the Renewable\*Connect program tracker account may have an excess or shortage of supply in any given hour or month. The Company will balance Renewable\*Connect program usage at the end of the program year in accordance with the expected resource blend. As a result, the program may require more or less of a share of the expected program allocation. Energy produced by the R\*C Resources that is not associated with any R\*C Service subscription and therefore not allocated to an R\*C Customer will be sold to all customers at the delivered cost through the Fuel Clause Adjustment. The Company will maintain accounting of the monthly balance of total R\*C Resources production, total program usage, total revenues collected under the program and the expenses associated with offering the R\*C Service, including the renewable energy purchases, marketing and other costs for this program. The Company may petition the Commission annually to true up the marketing and administrative cost tracker balance and apply the resulting true-up factors to the Month-To-Month R\*C Price.

	(Cor	ntinued on Sheet No. 5-151)	
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Docket No.	E002/M-17-		Order Date:

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#### TERMS AND CONDITIONS OF SERVICE

- Any Customer enrolling in this R\*C Service shall execute the Service Agreement with the Company. The effective date of such service, and the Customer's Subscription Level, will be set forth in the Service Agreement. A Customer's ability to continue receiving this R\*C Service terminates upon the termination of the Service Agreement.
- 2. A Customer may elect to subscribe by: (i) purchasing a specified number of 100 kWh blocks; (ii) the Customer's entire Applicable Retail Electric Usage; or (iii) the Customer's entire Retail Electric Usage for a special event.
- 3. Unless otherwise agreed to by the Company, for a Customer electing to receive the R\*C Service by the 100 kWh Blocks R\*C Billing Method, the Subscription Level shall be set so that when combined with other distributed generation resources serving the premises designated in the Service Agreement the subscription size does not exceed one hundred (100) percent of the previous annual (12-month) consumption of electric energy by Customer at Premises. If twelve (12) months of historical electric energy consumption data is not available for a particular Customer Premise, the Company will calculate the estimated annual electric energy consumption as follows: if there is less than twelve (12) months but four (4) months or more of consumption history, the average monthly consumption is multiplied by twelve (12) to figure the yearly consumption. In cases where there is less than four (4) months of consumption history, home usage is estimated based on the historical average energy use of homes of a similar size. Homes are assumed to have central A/C, electric appliances, and natural gas water and space heating. For commercial properties and all properties over 4,500 square feet with less than four (4) months of consumption history, the Customer must submit an energy audit (HERS Rating or similar) or load calculations for the property stating the estimated annual consumption. Load calculations must be documented and sent to the Renewable\*Connect Program Manager for approval. The compliance check by the Company with this 100% rule will be performed once at the beginning of a subscription and later only if the Customer changes his or her subscription size or relocates to a new premise. In the event a customer's Applicable Retail Electric Usage in a given billing month results in the partial consumption of a 100 kWh Block, the charge on that partial block will be prorated accordingly.
- 4. For a Customer electing to receive its entire Applicable Retail Electric Usage pursuant to the R\*C Service, Xcel Energy reserves the right to provide system energy in any given billing month for any portion of the Customer's Applicable Retail Electric Usage that exceeds its monthly average usage (calculated as the actual or estimated 12-month annual electric energy consumption described in paragraph 3, divided by 12).

	(Con	tinued on Sheet No. 5-152)	
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#### TERMS AND CONDITIONS OF SERVICE (Continued)

- A Customer's subscription period becomes effective on the first day of Customer's billing period 5. immediately following the Company counter-signing the Service Agreement (but not before January 1, 2017). Subscription periods are month-to-month, 5 years and 10 years, or are for a designated Special Event. Any termination by the Customer ahead of the 5 year, 10 year or Special Event term shall be provided by notice by the Customer to the Company at least 30 days prior to the Termination Date. The Termination Date is the last day of the billing month following 30 days from Company receipt of the termination notice provided by the Customer. Month-to-month subscriptions shall continue until terminated by the customer, and shall end on the last day of the billing month following 30 days from Company receipt of the termination notice provided by the Customer. A Customer that terminates a 5-Year or 10-Year R\*C Service prior to the completion of that 5-Year or 10-Year term shall be subject to an Early Termination Fee. The Early Termination Fee shall be equal to the customer's actual R\*C Service usage for the 12-month billing period ending on the Termination Date multiplied by a per MWh amount of \$10 (R\*C Early Termination Fee Rate). If the Customer does not have at least 12 billing months of R\*C Service usage, the anticipated 12-month R\*C Service usage will be calculated as follows:
  - a. For Customers choosing the 100 kWh Blocks R\*C Billing Method, the number of 100 kWh Blocks subscribed will be multiplied by twelve (12).
  - b. For Customers choosing the Entire Monthly Usage R\*C Billing Method, the estimated annual (12-month) usage for the Customer using the methodology described in paragraph 3.

This anticipated 12-month R\*C Service usage will then be multiplied by the R\*C Early Termination Fee Rate to determine the value of the Early Termination Fee.

- 6. Xcel Energy may cancel this R\*C Service and any Service Agreement applicable to the R\*C Service on written order from the Commission based on good cause shown. Additionally, Xcel Energy may, upon reasonable notice to a Customer, cancel any Service Agreement applicable to the R\*C Service to assure that the Service Agreement does not extend beyond the term of this R\*C Pilot Program. The term of this R\*C Pilot Program ends on December 31, 2026.
- 7. The Company will submit reports to the Commission each April 1, or as otherwise ordered in relation to the tracker accounting.
- For customers on time of day tariffs, their usage met by R\*C Service and any excess usage not met by R\*C Service shall both be assigned to the on-peak and off-peak periods in proportion to the Customer's total billing period on-peak and off-peak usage.
- Xcel Energy may, in its discretion, allow customers to subscribe to the R\*C Program on a limited basis for the energy used by a single event or series of events without making a long-term purchase commitment.
- 10. The discounts under Residential Controlled Air Conditioning and Water Heating Rider and Commercial and Industrial Controlled Air Conditioning Riders are not applicable to the charges under this Rider.

		(Continued on Sheet No. 5-153)	
Date Filed:	09-21-17	By: Christopher B. Clark	Effective Date:
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Docket No.	E002/M-17-		Order Date:

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Section No. 7 1st Revised Sheet No. 99

- SUBSCRIPTION TERM: The Subscription Term under this Service Agreement shall begin on the first day of the next billing cycle for each account for the Premises of the Customer identified in this Service Agreement immediately following Xcel Energy counter-signing this Service Agreement (but not before January 1, 2017). The Subscription Term shall continue until the earlier of the following (the "Termination Date"):
  - A. The last day of a billing cycle following 30 days from the termination notice from customer;
  - B. The last day of the 5-Year of 10-Year term where a 5-Year or 10-Year term is selected by the Customer;
  - C. The last day of the Special Event, where the subscription is for a Special Event;
  - D. The date the Customer ceases to receive service at the Premises without beginning to take service at another location in Xcel Energy's Minnesota service area; or
  - E. The last day of the R\*C Pilot Program, which is December 31, 2026.

After the Termination Date, Customer shall receive service as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission.

- 3. SUPPLY RISK: Customer hereby acknowledges, understands, and agrees that Customer has subscribed for an allocated share in kWh of a portion of the energy from the capacity of the R\*C Resources. Xcel Energy shall not be liable to the Customer in the event that the R\*C Resources are unavailable. Customer expressly acknowledges and agrees to assume any and all risks associated with Xcel Energy's purchase of renewable energy for Customer's benefit from the R\*C Resources, including the risk that the operator of R\*C Resources will be unable to perform under the terms of the power purchase agreement between it and Xcel Energy. To the extent that the operator(s) of the R\*C Resources is unable to perform under the terms of its power purchase agreement with Xcel Energy, Xcel Energy will be under no obligation to continue to provide R\*C Service to Customer at the rates specified in the tariff for the R\*C Service or under this Service Agreement.
- 4. EARLY TERMINATION: Customer may elect to terminate this agreement on the Termination Date. If Customer so elects, and Customer's R\*C Service Type was not month-to-month nor a Special Event, and the Termination Date is less than the full 5-Year or 10-Year term designated in Paragraph 1, Customer shall pay to Xcel Energy an Early Termination Fee, as detailed in the tariff for the R\*C Service as identified in the Voluntary Renewable\*Connect Pilot Program Rider contained in Xcel Energy's Electric Rate Book as it now exists or may hereafter be changed, on file with the Commission. Further, if Customer elects to terminate this Service Agreement prior to the completion of the designated 5-Year or 10-Year term, Customer may not prospectively subscribe the same Premises in a different Renewable\*Connect or Renewable\*Connect Government tranche until the end of what would have been the full 5-Year or 10-Year term. Xcel Energy may cancel the R\*C Service and this Service Agreement on written order from the Commission based on good cause shown.
- CHANGE OF PREMISES: If Customer ceases to receive service at the Premises and begins taking service at another location in Xcel Energy's Minnesota service area, then Xcel Energy will automatically transfer Customer's Renewable\*Connect subscription to the new service location.

	(Con	tinued on Sheet No. 7-100)	
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Section No. 7 1st Revised Sheet No. 100

- 6. FEES, RATES AND CHARGES: All fees, rates and charges applicable to Customer shall be assessed as provided in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. All fees, rates and charges assessed by Xcel Energy under this Service Agreement shall be set forth on the retail electric bill of the Customer and be billed and collected similar to other retail electric charges.
- 7. TERMS AND CONDITIONS: The service hereunder shall be supplied for Customer's use as provided in the General Rules and Regulations and/or in the applicable Rate Schedules of Xcel Energy's Electric Rate Book for Customer's specific service, as they now exist or may hereafter be changed, on file with the Commission. A copy of such Rules and Regulations and applicable Rate Schedules are available from Xcel Energy. Customer will not assign this Agreement except upon written consent of Xcel Energy.
- 8. TRADE SECRET DATA AND PERSONAL DATA: This Service Agreement and any information provided to Xcel Energy in support of this Service Agreement, including but not limited to information or data about the Customer including Customer account information, energy data, Subscription Term and Subscription Level, may be provided to the Commission and/or other Minnesota regulatory agencies. Information related to Subscription Level and Subscription Term may be trade secrets of Customer and will be marked Trade Secret pursuant to Minnesota Government Data Practices Act.
- DISCLAIMER OF THIRD PARTY BENEFICIARY RIGHTS: Nothing in this Service Agreement or the tariff for the R\*C Service shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Service Agreement.
- 10. INDEMNIFICATION AND LIMITATION OF LIABILITY: To the extent permitted by applicable law, Customer agrees to indemnify, defend, and hold harmless Xcel Energy and all of its affiliated companies and each of their officers, directors, employees, and agents, from and against any and all third party liability, damages (direct, indirect and/or special), loss, cost, and expense of any kind (including but not limited to attorneys' fees and litigation costs) arising out of or in association with this Service Agreement or the R\*C Service, including, but not limited to, Xcel Energy's purchasing renewable energy on Customer's behalf at Customer's request and the purchase of renewable energy from the R\*C Program resources under the R\*C Service or this Service Agreement.

Customer acknowledges, understands, accepts, and agrees that Xcel Energy will not be liable to Customer for any consequential, incidental, punitive, exemplary or indirect damages, lost profits, or other business interruption damages, whether by statute, in tort or in contract, under the R\*C Service or this Service Agreement or any transaction thereto, or otherwise. It is the intent of the parties that the limitations herein imposed on remedies and the measure of damages be without regard to the causes related thereto, including the negligence of any party, whether such negligence be sole, joint or concurrent, or active or passive.

Other than those expressly provided herein, Xcel Energy makes no other representation or warranty, written or oral, express or implied, in connection with the purchase of renewable energy under the R\*C Service and this Service Agreement. All warranties of merchantability or of fitness for a particular purpose or arising from a course of dealing or usage of trade are specifically excluded.

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Docket No.	E002/M-17-		Order Date:

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Docket No. E002/M-15-985 Attachment C Page 1 of 1

www.minneapolismn.gov

August 30, 2017

Christopher Clark President, Minnesota, North Dakota and South Dakota Xcel Energy 414 Nicollet Mall Minneapolis, MN 55401

Aakash Chandarana Regional Vice President, Rates and Regulatory Affairs Xcel Energy 414 Nicollet Mall Minneapolis, MN 55401

Dear Mr. Clark and Mr. Chandarana:

Minneapolis' vision is to be a growing and vibrant world-class city with a flourishing economy and a pristine environment, where all people are safe, healthy and have equitable opportunities for success and happiness. The City prides itself on enacting environmentally progressive policies for the benefit of its residents and businesses as well as providing examples of more sustainable practices for other municipalities. To that end, we have developed a comprehensive set of goals outlined in the City's Climate Action Plan and are working to implement those goals.

The Mayor and the City Council for the City of Minneapolis appreciate the support Xcel has offered the City enterprise, its residents and its businesses through the Clean Energy Partnership. As an extension of that partnership, the City has taken a significant step toward those goals by subscribing to purchase 17.8 million kWh of local renewable energy through Xcel Energy's Renewable\*Connect pilot offering.

The City supports Xcel's request to the Minnesota Public Utilities Commission to remove the 10 percent subscription cap in Xcel Energy's Renewable\*Connect pilot program to help the City to achieve its goal of 100% renewable resources in the near future. The City is requesting approximately 50 to 60 million kWh of additional load through the existing Renewable\* Connect Pilot Program. It is important to the City that we be able to claim the Renewable Energy Credits (RECs) associated with the wind and solar resources. The Renewable\* Connect program enables us to retain the RECs, supports our vision for substantial reductions in carbon emissions, and offers us the opportunity to set an example for others.

We look forward to working together on this endeavor.

Best Regards,

Mark Ruff

Mark Ruff Chief Financial Officer

### **CERTIFICATE OF SERVICE**

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

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

## Docket No. E002/M-15-985

Dated this 21st day of September 2017

/s/

Lynnette Sweet

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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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_15-985_Official