

414 Nicollet Mall Minneapolis, Minnesota 55401

February 1, 2018

#### -VIA ELECTRONIC FILING-

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

RE: RESPONSE TO RECONSIDERATION REQUEST
PETITION FOR APPROVAL OF AN AMENDMENT TO A POWER PURCHASE
AGREEMENT WITH THE HENNEPIN ENERGY RECOVERY CENTER
DOCKET NO. E002/M-17-532

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, respectfully submits this Response to the Petition for Reconsideration submitted on January 17, 2017 by the Hennepin Energy Recovery Center to the Minnesota Public Utilities Commission.

The Company has reviewed the Comments of the Department of Commerce, Division of Energy Resources, submitted on January 29, 2018. In those Comments, the Department expressed concern regarding the Company's interim agreement (Second Amendment to the Power Purchase Agreement or Second Amendment) with HERC, recommending that steps be taken to ensure that customers are fully protected. While this issue is not directly related to HERC's petition for reconsideration, the Company appreciates the Department's efforts in bringing this to the Commission's attention.

To better inform the record on this issue, we provide some clarifying comments and a recommendation regarding future review of the Second Amendment. The Second Amendment (provided here as Attachment A) was executed on December 27, 2017 out of necessity following the Commission's decision at its hearing on November 16, 2017. As the record indicates, HERC has exercised its option under the existing PPA to extend the term by a period of seven years. The Commission's Order rejecting our

proposed pricing for the seven-year extension does not alter HERC's right to extend the PPA. In short, we have no option other than to purchase the power from HERC during the extension period under the PPA.

The Second Amendment provides for interim market based pricing for energy sold to the Company after December 31, 2017, at the day-ahead MISO locational marginal price (LMP), adjusted for any applicable MISO market charges and real-time settlement differences. The interim pricing is subject to retroactive adjustment once permanent pricing is agreed upon by parties and will be subject to regulatory review.

We believe the Second Amendment provides an interim structure that fully protects customers. That said, we do not see the need to address this matter in conjunction with HERC's request for reconsideration. Rather, as a fuel and purchased power cost recovery issue, we recommend addressing this matter in more detail in conjunction with our next monthly fuel clause filing, where the Company commits to providing a discussion of the Second Amendment. In that docket, we can further address and respond to the concerns of parties, and provide any additional analysis they may request. The Company acknowledges that it is at risk for any costs resulting from the Second Amendment that the Commission determines to be excessive.

We appreciate the opportunity to provide this informational letter to the Commission and other observers of this proceeding. 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 Tim Edman at timothy.j.edman@xcelenergy.com or 612-330-2952.

Sincerely,

/s/

AL KRUG VICE PRESIDENT, STATE REGULATORY POLICY

Enclosure

c: Service List

Docket No. E002/M-15-532
HERC Reconsideration Letter, Feb. 1, 2018
Attachment A, Page 1 of 6

# SECOND AMENDMENT TO THE RESOURCE RECOVERY ELECTRIC SALE AGREEMENT

#### **BETWEEN**

#### NORTHERN STATES POWER COMPANY

#### AND

#### **COUNTY OF HENNEPIN**

This Second Amendment to the Resource Recovery Electric Sale Agreement ("Second Amendment") is made and entered into on December 27, 2017 by and between Northern States Power Company, a Minnesota corporation ("NSP") and the County of Hennepin, State of Minnesota, A-2300 Government Center, Minneapolis, Minnesota 55487 ("Seller") and are hereinafter referred to individually as a "Party" and collectively as the "Parties". Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

#### **RECITALS**

WHEREAS, NSP and Seller are parties to that certain Resource Recovery Electric Sale Agreement dated August 1, 1986, as previously amended by Addendum 1 dated July 7, 1988 (collectively the "Agreement"); and

WHEREAS, under Section 7.13, the Agreement terminates on December 31, 2017, unless Seller decides to continue to operate the plant after that date at which time Seller may offer the electrical output of the plant to NSP for an additional seven (7) years (January 1, 2018 through December 31, 2024) at "its fair market value to NSP at the time it is offered"; and

WHEREAS, Seller notified NSP of its intent to continue to operate the plant; and

WHEREAS, the Parties had agreed to the terms contained in the First Amendment to the Resource Recovery Electric Sale Agreement ("First Amendment") dated June 29, 2017. The First Amendment was contingent upon Minnesota Public Utility Commission ("MPUC") approval; and

WHEREAS, the MPUC did not approve the First Amendment at its hearing on November 16, 2017 and, as a result, the First Amendment is terminated; and

WHEREAS, Parties desire to enter into an interim agreement with an Interim Energy Price, as defined below, pending determination of a Final Energy Price, as defined below and execution

of the agreement that will govern the period from the termination of this Second Amendment through December 31, 2024; and

WHEREAS, Parties anticipate that the Interim Energy Price may not be the same as the Final Energy Price; and

WHEREAS, the Parties desire to create a mechanism whereby, if necessary, one party will retroactively pay the other party for the difference in payments between the Interim Energy Price and the Final Energy Price from January 1, 2018 through, but not including, the commencement date of the Extension Amendment; and

WHEREAS, NSP and Seller also desire to enter into this Second Amendment and agree to apply in the interim other conforming changes to the Agreement agreed to in the First Amendment;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- A new Section 1.10a is added as follows: 1.10a Extension Amendment. The terms that will govern the time period from the termination of the Second Amendment through December 31, 2024 and that will set forth the price, terms and conditions pursuant to which NSP buys and Seller sells to NSP the energy generated by the Plant.
- 2. A new Section 1.10b is added as follows: 1.10b. <u>Final Energy Price</u>. The price for energy generated by the Plant and offered to NSP by Seller as reflected in the Extension Amendment as defined herein.
- 3. In Section 2.01 a., the phrase "pursuant to the provisions of Appendix 2 hereto" in Section 2.01 a. is deleted so that the Section now reads as follows:

NSP agrees to purchase from the Seller all the electric power and electric energy produced or generated by the Plant and delivered to NSP, less the electric power and electric energy necessary for the operation of the Plant, subject to the provisions of Article V hereof.

4. A new Section 2.01.I. is added to the Agreement as follows:

Interim Energy Price. Notwithstanding anything to the contrary in this Agreement, commencing on January 1, 2018 the price for energy generated by the Plant and offered to NSP by Seller shall be the integrated hourly day ahead Locational Marginal Price ("LMP") at the Midcontinent Independent Transmission System Operator and any successor organization ("MISO") node NSP.ALDRIHERC minus any applicable MISO market charges ("Interim Energy Price"). In the event the LMP is a negative value, Seller shall pay NSP the LMP plus any applicable market charges. The day ahead cost of energy also will be adjusted each day for any

settlement charges related to the difference between the scheduled day ahead energy volume and the actual real time energy volume.

5. A new Section 2.01.m. is added to the Agreement as follows:

True-up of Interim Energy Price. Upon commencement of the Extension Amendment, a true-up will be conducted of the time period from January 1, 2018 through the commencement of the Extension Agreement. ("True-Up Period") The true-up shall compare the difference between the amounts actually paid to Seller, the Interim Energy Price, during the True-Up Period and the amounts that would have been paid to Seller during the True-Up Period had the Final Energy Price been used. To the extent the result of the true-up is that during the True-Up Period NSP paid Seller more than was required, NSP shall send Seller an invoice and Seller shall pay such amount within thirty (30) days of receipt of the invoice. To the extent the result of the true-up is that is during the True-Up Period NSP paid Seller less than was required, NSP shall send Seller an invoice and shall pay Seller such amount within thirty days of the issuance of the invoice. Any amount due by one Party to another will bear interest as provided under Section 2.02 d. of the Agreement.

- 6. The second sentence of Section 2.02.b is revised to read as follows: "The amount due from NSP to Seller for each Billing Period shall be calculated pursuant to Section 2.01.l.
- 7. Section 2.02.c is amended by adding the following sentence: "All energy delivered to NSP by Seller beginning on January 1, 2018 shall be billed pursuant to Section 2.01.I.
- 8. The following conforming changes agreed to by the Parties in the First Amendment shall continue to apply under this Second Amendment but have no bearing on a fair market value determination pursuant to Section 7.13 or terms of the Extension Amendment:
  - 8.1 <u>Section 1.15</u> is deleted in its entirety and replaced with the following:

Net Generating Capacity Testing. Net Generating Capacity associated with the Plant will be determined as set forth in Module E of the Midcontinent Independent System Operator's (MISO's) Open Access Transmission, Energy and Operating Reserve Markets Tariff (Tariff) and Resource Adequacy Business Practice Manual. Seller shall cooperate to assist NSP as necessary in determining the amount of net generating capacity associated with the Plant. Seller shall collect data and perform tests and calculations in compliance with Module E of the MISO's Tariff and Resource Adequacy Business Practice Manual as interpreted by NSP, as they change from time to time. NSP will provide reasonable assistance to Seller in performing such tests and collecting the necessary testing data if requested by Seller. Seller will provide to NSP all relevant records required by MISO related to capacity

testing and other records reasonably requested by NSP related to Plant operation. All required testing shall be conducted at Seller's expense.

- 8.2 <u>Section 2.01i</u> is amended by striking the phrase "maximize the operation of" and replacing it with the word "operate".
- 8.3 <u>Section 2.02 a.</u> The second sentence of Section 2.02 a. is revised to read as follows:

The billing statement shall state the volume of energy in MWh delivered to NSP from Seller, the applicable price per MWh of energy and the amount due from NSP to Seller.

- 8.4 <u>Section 5.01 c.1</u>.is deleted in its entirety and replaced with the following:
  - 1. An amount equal to the current price of energy times the number of megawatt-hours which could have been purchased during such period of time assuming the average monthly volume of energy sold by Seller to NSP and purchased by NSP from Seller for the last 12 complete months.
- 8.5 In <u>Section 5.01 e.</u> the following sentences are hereby added after the first sentence:

All scheduled outages shall also be subject to MISO approval. Seller shall communicate the approval request to NSP which, in turn, will contact MISO and communicate MISO's response to Seller.

8.6 <u>Section 5.01 f</u>. is added as follows:

NSP will interface with MISO regarding updates, interpretation and implementation of MISO rules and notify Seller of such as applicable to the operation of the Plant.

8.7 <u>Section 7.13</u> shall be amended by deleting the second sentence in its entirety and substituting in its place the following:

The term of any Extension Amendment shall commence no earlier than January 1, 2018 and shall terminate no later than December 31, 2024.

- 8.8 Deletions.
  - 8.8.1 <u>Deletion of References and Requirements related to the MAPP Agreement.</u>
    NSP and Seller agree that as reflected amongst the deletions set forth in B.

below, references to and requirements of the MAPP Agreement or MAPP Procedures contained in the Agreement no longer apply and are deleted.

- 8.8.2 The following are hereby deleted from the Agreement in their entirety: the word "and" after the 1<sup>st</sup> recital (beginning with "WHEREAS, NSP is an investor-owned utility..."), the last recital beginning with "WHEREAS, NSP has entered into a regional power pool....," Sections 1.01, 1.02, 1.03, 1.06, 1.07, 1.10, 1.11, 1.12, 1.13, 1.14, , 2.01 c., 2.01 i., 3.01 a. (v), 3.01 a. (vi.), 5.01 c.2., 7.04 d, 7.14, 7.15, 7.16 and Appendices 2 and 3 and Exhibit J.
- 9. This Second Amendment shall terminate the earlier of December 31, 2018 or upon commencement of the Extension Amendment. If the Extension Amendment has not or will not commence by December 31, 2018 the parties must either extend this Second Amendment by mutual agreement or otherwise negotiate another interim energy price until a Final Energy Price becomes effective.
- 10. This Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same Agreement.

The Parties warrant that the undersigned are authorized as required by the applicable articles, bylaws, resolutions or ordinances to sign this Second Amendment on their behalf.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed as of the day and year first written above.

NSP:

Northern States Power Company, a Minnesota corporation

Tim Kawakami, Director, Purchased Power,

Xcel Energy Services Inc. as agent for

Northern States Power Company, a Minnesota corporation

## COUNTY BOARD AUTHORIZATION Reconsideration Letter, Feb. 1, 2018

Attachment A, Page 6 of 6

Reviewed by the County Attorney's Office:	COUNTY OF HENNEPIN STATE OF MINNESOTA
Assistant County Attorney	By: Oam A. Calling Chair of Its County Board
Date: 12-28-2017	ATTEST: Deput Clerk of County Board
	Date: 13-18
	By: County Administrator
	Date: 1/2/18
<b>L</b>	By: Man Assistant County Administrator - Public Works
	Date: 1/2//8
Recommended for Approval	7 7
By: Director,	
Environment and Energy Department  Date: 12/27/17	
	CONTRACTOR CONTRACTOR warrants that the person who executed this Agreement is authorized to do so on behalf of CONTRACTOR as required by applicable articles, bylaws, resolutions or ordinances.*
J	Printed Name:
	Signed:
	Title:
	Date:

<sup>\*</sup>CONTRACTOR shall submit applicable documentation (articles, bylaws, resolutions or ordinances) that confirms the signatory's delegation of authority. This documentation shall be submitted at the time CONTRACTOR returns the Agreement to the COUNTY. Documentation is not required for a sole proprietorship.

#### **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
- $\underline{x}\underline{x}$  electronic filing

### DOCKET No. E002/M-17-532

Dated this 1 <sup>st</sup> o	day of February	2018
/s/		
Jim Erickson		

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