414 Nicollet Mall
Minneapolis, MN 55401

PUBLIC DOCUMENT
NOT PUBLIC DATA HAS BEEN EXCISED

June 1, 2021

—Via Electronic Filing—

Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

RE: REPLY COMMENTS
COMMISSION INVESTIGATION INTO SELF-COMMITMENT AND SELF-SCHEDULING OF LARGE BASELOAD GENERATION FACILITIES
DOCKET NO. E999/CI-19-704

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission's this Reply to the April 30, 2021 Comments of the Department of Comments – Division of Energy Resources and Fresh Energy in the above-noted docket.

Please note that portions of this Reply are marked as "Not Public." Certain data is considered to be "not public data" pursuant to Minn. Stat. §13.02, Subd.9, and is "Trade Secret" information pursuant to Minn. Stat. §13.37, subd. 1(b) as this data derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use.

Pursuant to Minn. Stat. § 216.17, subd. 3, we have electronically filed this document, and served copies of the summary on the parties on the attached service list.

Please contact Rebecca Eilers at rebecca.d.eilers@xcelenergy.com or 612-330-5570 or me at christopher.j.shaw@xcelenergy.com or 612- 330-7974 if you have any questions regarding this filing.

SINCERELY,

/s/

CHRISTOPHER SHAW
MANAGER, REGULATORY POLICY

Enclosures
c: Service List

PUBLIC DOCUMENT
NOT PUBLIC DATA HAS BEEN EXCISED

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF AN INVESTIGATION INTO SELF-COMMITMENT AND SELF-SCHEDULING OF LARGE BASELOAD GENERATION FACILITIES	DOCKET NO. E999/CI-19-704
	REPLY COMMENTS

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission's this Reply to the April 30, 2021 Comments of the Department of Commerce – Division of Energy Resources and Fresh Energy in the above-noted docket.

The Company appreciates parties' thorough review of our annual report on the self-commitment and self-scheduling of large baseload generation facilities for the calendar year 2020 reporting period. We respond to several recommendations made by parties below.

REPLY COMMENTS

A. Steam Contract

Parties requested additional information about the Company's steam contract as it relates to the operations at the Sherco plant. The Company's only steam contract is with Liberty Paper, Inc. (LPI), an important customer with whom we have a long relationship of more than 25 years. This relationship provides considerable economic and environmental benefits to the local region, the State, and Xcel Energy customers as discussed below.

The Company notes that Attachment A of our March 1, 2021 Annual Report included an explanation for each hour where self-commitment was unavoidable. We

coded several hours as "Steam Contract" to indicate steam was necessary to serve LPI, but this label also encompassed any time steam was needed for other purposes as well. As discussed in our Annual Report, a reliable operating source of steam is needed for startup of other Sherco units and building heating at the Sherco plant. While keeping at least one unit at the Sherco plant allows us to provide steam to LPI, a source of steam at the Sherco plant from at least one unit is necessary until the Auxiliary Boilers (ABs) become operational. Steam supply from the new ABs will decrease our dependence on Unit 1 for cold start requirements in preparation for the retirement of the Sherco units. This provides more flexibility related to any economic or seasonal operation in the future. In future annual reports in this docket, we will try to be more precise to differentiate between steam usage by LPI and steam needed for plant operations.

1. Background and Benefits

The original agreement between LPI and the Company was signed on October 26, 1993, and was extended on May 14, 2014. The Commission approved that agreement and the accounting treatment for the Company's provision of steam to LPI in the February 14, 1995 ORDER APPROVING ACCOUNTING PROCEDURES in Docket No. E002/M-93-1253. In that Order, the Commission found that the Company had properly submitted the agreement under Minn. Stat. §§ 216B.05 and 216B.10 and found that the proposal "fulfills the statutory filing and accounting requirements and sufficiently protects ratepayers' interest." The Commission approved an amended agreement between the Company and LPI, including accounting and rate treatment, in its February 20, 2020 Order in Docket No. E002/M-19-663.

LPI's facility was constructed in 1993 near our Sherco plant. The location was selected due to its proximity to our Sherco plant and to stimulate economic development in the Sherburne County area. It is worth noting that LPI selected the Sherco plant after researching a number of other potential locations in the Midwest. LPI's objective was to find a location that provided competitively priced and reliable thermal energy, electricity and solid waste disposal, along with rail access, four season highways, and a quality work force. LPI chose to site near power plants since they can provide the most economically priced steam and incur the least additional environmental impact. NSPM and the Sherco plant were chosen over two other finalists, Minnesota Power and Iowa-Illinois Gas. NSPM and the Sherco plant best met LPI's need for competitively priced, reliable energy and transportation access.

LPI's facility uses steam from the Sherco plant for thermal energy used in its process of recycling cardboard and miscellaneous waste paper. The recycled materials are primarily converted into linerboard paper used for the construction of cardboard

boxes. LPI has been successful at bringing high-quality manufacturing jobs to the Becker and greater Sherburne County area. LPI employs more than 160 people at this facility.

Further, LPI is currently taking service under the Company's Time of Day Service tariff options contributing to the Company's fixed cost recovery for more than 15 years. This contribution represents a net benefit to NSPM's customers which would not occur if LPI had chosen either Minnesota Power or Iowa-Illinois Gas.

In addition, the steam agreement brings an environmental benefit for the region. The pipeline to LPI allows the Company to provide this customer with energy from a process that has an 85 percent energy conversion efficiency. That is, 85 percent of energy which entered the boiler in the form of coal is available in the form of high pressure steam at the contemplated steam source. This co-generation project allows LPI to provide for its process steam needs without installing a stationary emissions source.

2. Steam Supply System

Under the contract, LPI purchases steam from the Company in order to provide thermal energy to their recycling facility. Steam is provided through a dedicated Steam Supply System that connects the Company's Sherco facility to LPI's facility. The Company is responsible for owning, operating, and maintaining the Steam Supply System in order to continue steam service. LPI provides the Company a right-of-way within the LPI facility in order to construct, operate, and maintain the Steam Supply System.

The Company is responsible for providing all necessary labor and equipment required to operate the Steam Supply System at the Company's cost. However, under the terms of the contract, LPI shall reimburse the Company for capital costs above a set amount per year for capital projects that exclusively serve the LPI facility. LPI is responsible for operating and maintaining their own facilities, at their cost.

For more details on the terms of the agreement relating to the Steam Supply System, please see Paragraphs 4.1 through 4.14 of the agreement, included as Attachment A to the Company's October 25, 2019 Petition in Docket No. E002/M-19-663.

3. Steam Supply Commitment and Pricing

Under the contract, provided that the Company makes the amount of steam available each year, LPI is required to **[PROTECTED DATA BEGINS**

PROTECTED DATA ENDS]

Additionally, LPI shall return condensate to the Company at a monthly return rate of at least **[PROTECTED DATA BEGINS PROTECTED DATA ENDS]** The base energy charge that LPI pays for steam initially is **[PROTECTED DATA BEGINS PROTECTED DATA ENDS]** per 1,000 pounds of steam delivered, and LPI pays **[PROTECTED DATA BEGINS**

PROTECTED DATA ENDS] Finally, LPI pays **[PROTECTED DATA BEGINS**

PROTECTED DATA ENDS] [1]

The pricing terms of the contract ensure that LPI will reimburse the Company for all additional costs resulting from this project, such as construction costs, replacement power costs, etc. Thus, Xcel Energy customers are compensated for the use of the Sherco facility while enjoying the benefits of improved health of the economy in the state and positive environmental impacts that come from recycling waste and utilizing steam output.

For more details on the terms of the agreement relating to the Steam Supply System, please see Articles 4 and 5 of the agreement, included as Attachment A to the Company's October 25, 2019 Petition in Docket No. E002/M-19-663.

4. Electricity Service

Under the contract, LPI purchases electric services from the Company for the purposes of operating their recycling facility for the entire term of the agreement. **[PROTECTED DATA BEGINS**

PROTECTED DATA ENDS] [2]

5. Potential Changes at the Sherco Facility and Effect on Agreement

In the event that the Company chooses to construct a combined cycle plant at the Sherco site during the term of the agreement, the Company will inform LPI at least

[1] **[PROTECTED DATA BEGINS PROTECTED DATA ENDS]**

[2] **[PROTECTED DATA BEGINS PROTECTED DATA ENDS]**

three years and three months prior to the expected completion date of construction. At that time, the Company may also propose a new energy charge or pricing structure to cover the cost of delivering steam to LPI from the combined cycle plant, along with new annual steam supply and take commitments. LPI will then have ninety days to respond whether they would like to receive steam from the new combined cycle plant. If LPI objects to any terms, then the parties will renegotiate the agreement, and any changes would be included in an amended agreement.

6. Early Termination of Agreement

The Company has the right to terminate the agreement for any reason by giving three years notice to LPI. In addition, the Company may terminate immediately upon written notice in the event that LPI's facility is abandoned, LPI declares bankruptcy, or LPI does not consent to a Major Capital Project.[3]

Conversely, after December 31, 2021 LPI may terminate the agreement for their convenience with one year prior written notice. However, LPI will be subject to a termination payment, based on the year of termination.[4]

For more details on the terms of the agreement relating to early terminations, please see Article 13 of the agreement, included as Attachment A to the Company's October 25, 2019 Petition in Docket No. E002/M-19-663.

7. End of Agreement Term

The term of the contract is through December 31, 2035. If Sherco Unit 1 & 2 are shut down earlier than the end of 2035, the agreement may still continue by using steam from an AB plant or a new combined cycle facility. The previously discussed early termination rules would still apply in these situations. As discussed above, the two new ABs we are in the process of installing are needed for purposes beyond supplying steam to LPI. New ABs are needed to provide a reliable source of steam supply for unit cold startup for the existing power plant and building heating.

We intend to continue to work with LPI on solutions that will meet their steam supply needs, while allowing the Sherco units to operate in an economic manner.

[3] Per the agreement, Major Capital Project is defined as any project that exceeds $100,000 of capital costs.
[4] The termination payment schedule can be found as Exhibit E to the agreement, included as Attachment A to the Company's October 25, 2019 Petition in Docket No. E002/M-19-663.

For more details relating to the term of the agreement, please see Article 12 of the agreement, included as Attachment A to the Company's October 25, 2019 Petition in Docket No. E002/M-19-663.

8. Accounting and Rate Treatment

The Commission approved the Company's proposal to provide steam to LPI as a nonregulated venture at the time of the initial contract approval as well as at the time the updated agreement was approved in 2020. Company shareholders make the necessary investment and assume all business risks associated with the operations. Ratepayers are not responsible for any risks associated with supplying steam to LPI and will not incur any costs. Costs associated with constructing and maintaining the Steam Supply System are segregated from the utility rate base for ratemaking purposes, as discussed in our most recent electric rate case application in Docket No. E002/GR-20-723.[5] These costs were most recently detailed in Attachment E to our Affiliated Interest Annual Report filed on April 1, 2021 in Docket No. E002/PR-21-17. All operating and maintenance expenses and revenue are recorded in nonutility operating accounts, in this case, FERC Account 417.1.

9. Summary

LPI has been an important customer on our system and an important employer in the greater Sherburne County area for more than 25 years, employing more than 160 people at its facility. Given the significant net economic and environmental benefits to the local region and the State, we believe the steam contract with LPI ultimately provides benefits to Xcel Energy customers.

Currently, a source of steam is needed at the Sherco facility from at least one coal unit until the ABs become operational. Keeping at least one unit online at the Sherco plant also allows us to provide steam to LPI. Steam supply from the new ABs will remove our dependence on another Sherco unit for cold start requirements. This provides more flexibility related to any economic or seasonal operation in the future. We intend to continue to work with LPI on a solution that will meet their steam supply needs, while allowing the Sherco units to operate in an economic manner.

B. Sherco Average Cost per MWh

The Department requested the Company explain why the average cost per MWh was so high for Sherco units 1 and 2 as illustrated in Table 4 of their Comments and

[5] See Section III of NSPM's Cost Assignment and Allocation Manual (CAAM), which is Schedule 3 to Mr. Ross L. Baumgarten's Direct Testimony. We expect to withdraw this case in the near future.

explain why Remaining Unit Fuel costs for Sherco unit 1 was so high between August and December 2020.

The Company believes an alternate methodology to calculate the average cost per MWh is more appropriate when interpreting the data presented than the methodology used by the Department in its analysis. It appears the Department calculated a simple hourly average for the online hours. This methodology is misleading because it weights the average hourly cost during hours of very low hourly integrated output, produced at an inefficient heat rate (i.e., during startup or shutdown hours) equally to the hours where the unit produced higher volume at the more efficient high end of its dispatch range. This results in a misleadingly high average cost, especially for Sherco 1 and Sherco 2 as these units experienced more cycling due to economic offers.

We have calculated the average fuel costs during online hours as the MWh produced times the hourly average cost and provided a revised Table 4 below. The sum of the hourly costs is divided by the total MWh produced for the year to get the average cost. The Company believes this is a more appropriate analysis for determining the average cost per MWh.

Department's Table 4 Revised: Average Component Cost per MWh by Unit

Plant	Unit Fuel Cost	Remaining Unit Fuel Cost	Unit Variable O&M Cost	Preventative Maintenance O&M Cost	Total
[PROTECTED DATA BEGINS					
King					
Sherco 1					
Sherco 2					
Sherco 3					
Monticello					
Prairie Island 1					
Prairie Island 2					

PROTECTED DATA ENDS]

The Remaining Unit Fuel Cost, as shown in the Department's Table 4, calculated with the simple average was **[PROTECTED DATA BEGINS PROTECTED DATA ENDS]**. When calculated using the methodology the Company believes is appropriate, the average for Remaining Fuel cost for Sherco 1 was significantly lower, **[PROTECTED DATA BEGINS PROTECTED DATA ENDS]**.

[PROTECTED DATA BEGINS

PROTECTED DATA ENDS]. The contracting and nominations for 2020 were complete before plans for seasonal operations were developed and approved, which led to this over-nomination issue as the Company transitioned to economic offers and seasonal operations of the coal units. We do not expect to have this same issue going forward.

C. Fixed and Variable Fuel Costs

a. King Plant

The Department observed in their Comments that economic commitment for the King plant meant not only zero variable cost of operation but also zero fixed fuel costs for the Company and recommended we explain how this was achieved and if it can be achieved at the Sherco plant as well. The Company was not able to achieve zero fixed fuel costs at the King plant or at the Sherco plant. Limitations of the mutually agreed-upon reporting format, combined with a temporary adjustment in the offer strategy, combined to inadvertently imply a lack of fixed costs when the unit was completely offline. The Company will work with the other utilities to improve our reporting going forward.

Under normal circumstances, all fuel costs are included in the market offer and are tied to plant generation level. For part of 2020, a portion of fuel costs associated with **[PROTECTED DATA BEGINS PROTECTED DATA ENDS**] were temporarily removed from the market offers. We do not typically exclude **[PROTECTED DATA BEGINS PROTECTED DATA ENDS]** from unit offers, as we did during 2020. However, because our contracting for coal in 2020 was complete before plans for seasonal operations were developed and approved, we employed this approach for a limited time only. This transitional issue occurred as we moved toward more aggressive cycling and economic operation of our coal fleet. The fuel costs reported in the "Remaining Fuel Costs" column during 2020 represent these **[PROTECTED DATA BEGINS PROTECTED DATA ENDS]** and the standard reporting template called for expressing these costs in $/MWh. We returned to our standard practice of including the total cost of coal in our offers as of January 1, 2021.

Figure 33 of the Department's Comments displays the total benefit or cost at monthly resolution. Because King was offline for the entire months of February through May and October through December, generation was equal to 0 MW, and multiplying 0 MW of generation by "Remaining Fuel Costs" in $/MWh format inadvertently showed a zero operational costs during those months. The Sherco units were online

during each month of 2020, resulting in non-zero monthly production costs for the Sherco units during each month of 2020.

b. Fixed Versus Variable Fuel Costs

The Department recommended that the companies explain in Reply how to determine variable fuel costs versus fixed fuel costs (what costs they would incur on fuel if they produced 0 MWh) based on the data reported. For NSP coal fired units, most of the fuel costs used in the MISO offer curve are variable costs. These variable costs include 1) the cost of coal; 2) the cost of rail transportation of the coal from the mine to the applicable plant; 3) the cost of fuel surcharge on the rail transportation of the coal; 4) the cost of dust suppression chemicals added to the coal; 5) the cost of freeze protection chemical applied to the coal (if any); and 6) some of the fuel handling O&M costs (i.e., ash disposal, chemicals (lime, mercury sorbent, ammonia, sulfuric acid) and variable water cost. The fixed fuel handling O&M costs include internal labor, contract labor, employee expenses, materials, and transportation fleet cost. There also are exceptions due to occasional unusual circumstances where some of the fuel costs that are normally considered to be variable are considered fixed.

D. Curtailment Costs

The Department noted the Company's high curtailment costs in 2020 and requested that we explain the reasons for this, as well as the contribution of must run plants on curtailment costs. Actual 2020 wind curtailment costs were significantly higher than in 2019 largely because of regional congestion and the resulting negative locational marginal pricing (LMP) in the MISO energy market, along with transmission outages required for construction, maintenance, or repair activities and wind generation projects going into service before all required transmission facilities are completed. The 2020 curtailment payments account for 21 percent of the total curtailment payments made by the Company since 2003.

Five projects—Fenton, MinnDakota, Zephyr, Big Blue, and Mower County—accounted for 93 percent of the total curtailment costs, and Fenton alone accounted for 45 percent of the total curtailment costs.[6] These projects have a number of things in common: 1) they are all Dispatchable Intermittent Resources (DIR) controlled by MISO; 2) they are no longer eligible for Production Tax Credits (PTCs); and 3) they are all located in areas where congestion increased significantly in 2020 (Fenton,

[6] We note that Mower County is now owned by Xcel Energy and so no additional curtailment payments will be made for this wind facility in the future.

MinnDakota and Zephyr in southwest Minnesota, and Big Blue and Mower County in southeast Minnesota).

The Company discontinued all manual curtailments during the July 1, 2018 - December 31, 2019 Electric Annual Automatic Adjustment of Charges (AAA) reporting period because it provided little or no financial benefit to customers. As such, all Company Power Purchase Agreement (PPA) projects that experience curtailment were DIR projects. MISO dispatches the system such that the lowest cost resources are operated. When curtailment is required, MISO will dispatch down the higher cost resources first. Projects without PTCs are bid into the market at a higher cost than projects that are still eligible for PTCs. As such, DIR projects without PTCs experienced the majority of the curtailment due to negative LMP prices.

Historically, curtailment experienced by Company and PPA wind projects was primarily related to local transmission constraints on NSP's transmission system in southwest Minnesota. Significant transmission improvements in southwestern Minnesota including the CapX2020 transmission projects (CapX2020) and MISO Multi-Value Projects (MVPs) have significantly reduced local congestion.

The transmission expansion will create a significant amount of transmission capacity and has resulted in a large number of new wind projects going into service with many of them located in Minnesota, North Dakota, South Dakota, and Iowa.[7] The majority of the new wind generation projects have gone into service before all required transmission upgrades were completed. This, along with the transmission outages required to construct the new upgrades and other planned transmission upgrades has resulted in significantly more regional congestion on the MISO system. This regional congestion, which results in negative LMP, was the largest driver of curtailment during 2020. In addition, all the new wind developments will be registered and operated as DIRs, which have put additional pressure on wind projects without PTCs, including Company PPA projects.

We expect curtailment costs to continue to be high over the coming years due to rapid wind expansion prior to the availability of transmission in those areas and have accounted for these expected higher costs in our annual fuel forecasts.

As previously discussed in this docket, power plants may be offered as must run for various reasons. Nuclear units are not designed to safely cycle online and offline frequently or with agility. The Company's nuclear units, therefore, are must run

[7] The Company is aware of over 5,000 MW of new wind generation in Minnesota, North Dakota, South Dakota, and Iowa that has recently gone into service

between refueling outages. While there is little flexibility for these units to be economically committed by MISO, the Company has made efforts to increase their flexibility through day ahead energy dispatch. In the day ahead market, the Company offers nuclear power plants with an economic dispatch range, allowing MISO to turn these units down to accommodate additional wind generation in the system. Similarly, Sherco 1 or 2, when offered as must run, are often offered with increased turn down capability, or lower economic minimum limits, also in an effort to accommodate additional renewables generation. While offering units as must run sometimes is unavoidable, the Company is making efforts to make the energy dispatch of these units more flexible in recognition of the additional wind capacity in the market.

E. Recommended Compliance Filing and Future Annual Report Requirements

The Department recommended several new reporting requirements for the annual report in addition to some compliance items before the next report. Xcel Energy seeks to provide the information necessary for parties to fully understand our dispatch options and needs, and is therefore willing to work with the other utilities as the Department suggests in order to try to provide more consistent information in future reports. We do note, however, that the utilities' systems differ, and therefore some reporting items may still differ even after further discussion of reporting parameters. We will explain in future reports where Xcel Energy's reporting may differ from other utilities.

CONCLUSION

Xcel Energy appreciates the opportunity to provide this Reply to Parties' Comments in this docket to clarify their analysis. We respectfully request that the Commission accept this filing in compliance with the Commission's Orders in Docket Nos. E999/AA-18-373 and E999/CI-19-704.

Dated: June 1, 2021

Northern States Power Company

CERTIFICATE OF SERVICE

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

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

xx electronic filing

DOCKET NO. E999/CI-19-704

Dated this 1st day of June 2021

/s/

_____

Mustafa Adam
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	OFF_SL_19-704_Official
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_19-704_Official
Brooke	Cooper	bcooper@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	OFF_SL_19-704_Official
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_19-704_Official
Bruce	Gerhardson	bgerhardson@otpco.com	Otter Tail Power Company	PO Box 496 215 S Cascade St Fergus Falls, MN 565380496	Electronic Service	No	OFF_SL_19-704_Official
Allen	Gleckner	gleckner@fresh-energy.org	Fresh Energy	408 St. Peter Street Ste 220 Saint Paul, Minnesota 55102	Electronic Service	Yes	OFF_SL_19-704_Official
Kim	Havey	kim.havey@minneapolismn.gov	City of Minneapolis	350 South 5th Street, Suite 315M Minneapolis, MN 55415	Electronic Service	No	OFF_SL_19-704_Official
Adam	Heinen	aheinen@dakotaelectric.com	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	OFF_SL_19-704_Official
Holly	Lahd	holly.lahd@target.com	Target Corporation	33 South 6th St CC-28662 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_19-704_Official
Leann	Oehlerking Boes	lboes@mnpower.com	Minnesota Power	30 W Superior St Duluth, MN 55802	Electronic Service	No	OFF_SL_19-704_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Randy	Olson	rolson@dakotaelectric.com	Dakota Electric Association	4300 220th Street W. Farmington, MN 55024-9583	Electronic Service	No	OFF_SL_19-704_Official
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_19-704_Official
Isabel	Ricker	ricker@fresh-energy.org	Fresh Energy	408 Saint Peter Street Suite 220 Saint Paul, MN 55102	Electronic Service	Yes	OFF_SL_19-704_Official
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th Pl E Ste 350 Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_19-704_Official
Shane	Stennes	stennes@umn.edu	University of Minnesota	319 15th Avenue SE Minneapolis, MN 55455	Electronic Service	No	OFF_SL_19-704_Official
Lynnette	Sweet	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_19-704_Official
Stuart	Tommerdahl	stommerdahl@otpco.com	Otter Tail Power Company	215 S Cascade St PO Box 496 Fergus Falls, MN 56537	Electronic Service	No	OFF_SL_19-704_Official
Brian	Tulloh	btulloh@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121-2498	Electronic Service	No	OFF_SL_19-704_Official
Laurie	Williams	laurie.williams@sierraclub.org	Sierra Club	Environmental Law Program 1536 Wynkoop St Ste 200 Denver, CO 80202	Electronic Service	No	OFF_SL_19-704_Official