



414 Nicollet Mall
Minneapolis, MN 55401

February 22, 2019

—Via Electronic Filing—

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

RE: PETITION
RESIDENTIAL EV SUBSCRIPTION SERVICE PILOT PROGRAM
DOCKET NO. E002/M-19-____

Dear Mr. Wolf:

Northern States Power Company, doing business as Xcel Energy, submits the attached Petition for approval of a Residential Electric Vehicle (EV) Subscription Service Pilot program. This filing is part of our overall portfolio of EV initiatives described in our October 12, 2018, filing in Docket No. E002/M-18-643.

We have electronically filed this document with the Minnesota Public Utilities Commission, and a summary of the filing has been served on all parties on the Company's miscellaneous electric service list.

Please contact Rebecca Eilers at rebecca.d.eilers@xcelenergy.com or 612-330-5570, or me at amy.a.liberkowski@xcelenergy.com or 612-330-6613 if you have any questions regarding this filing.

Sincerely,

/s/

AMY LIBERKOWSKI
DIRECTOR, REGULATORY PRICING AND ANALYSIS

Enclosures
c: Service List

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie J. Sieben	Commissioner
John Tuma	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF A RESIDENTIAL EV
SUBSCRIPTION SERVICE PILOT PROGRAM

DOCKET NO. E002/M-19-_____

PETITION

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits to the Minnesota Public Utilities Commission this Petition for approval of a Residential Electric Vehicle (EV) Subscription Service Pilot program.

This filing is part of our overall portfolio of EV initiatives described in our October 12, 2018, filing in Docket No. E002/M-18-643. In this petition, we seek to expand our portfolio of customer choices for residential EV drivers with a new option: a monthly subscription for dedicated EV charging service with preset monthly pricing for charging during off-peak hours and separate pricing for on-peak charging in excess of a 34 kWh allotment.

The Company's Residential EV Service Pilot, approved in Docket No. E002/M-17-817, was designed to address the specific barrier to EV adoption of high upfront costs for charging and metering equipment. The Residential EV Subscription Service Pilot proposed in this filing builds upon and complements the first pilot by addressing a different barrier to EV adoption for some customers: difficulty assessing the economics of EV charging, including the potential benefits of time-of-use (TOU) rates. This subscription-service pilot includes many of the same features as the first Residential EV Service Pilot, including Company-offered charging equipment that serves as a load-monitoring device to measure EV energy use separately from the rest of the home, with payment options for customers.

This pilot, however, addresses stakeholder feedback and customer interest in an alternative, subscription-based, rate offering. Specifically, we will test the hypothesis

that the simplicity of known monthly at-home charging costs could encourage EV adoption. We will assess customer demand, charging behavior, and costs associated with this rate structure to determine whether this offering is appropriate to provide at scale as a residential EV rate option.

We respectfully request that the Commission approve:

- our proposal for implementing a Residential EV Subscription Service Pilot;
- our proposed Residential EV Subscription Service Pilot customer agreement and tariff;
- our accounting treatment and cost recovery proposals for the pilot; and
- our proposed request for a rule variance and tariff waiver to implement the Residential EV Subscription Service Pilot.

The balance of this filing describes key pilot program features, including:

- *Pilot program objectives and key learnings*—the Company seeks to study a new EV rate option for customers, study customer service and experience; and maintain safety, reliability and billing accuracy.
- *Pilot program design and operation*—participants will subscribe to an EV charging service with preset monthly pricing for charging during off-peak hours and separate pricing for on-peak charging. The Company will furnish Level 2 charging equipment capable of measuring EV charging separately from home usage, with payment plan options for the equipment for participants.
- *Terms of participation*—customers will sign up for the Residential EV Subscription Service Pilot, select their preferred charging equipment, and choose whether to pay for the charging equipment upfront or through a monthly charge. The pilot tariff and customer agreement detail the terms of service.
- *Budget, accounting treatment, and cost recovery*—qualifying pilot expenses will be recorded under our existing EV tracker account, and costs of installed charging equipment will be recovered from participants via customer bills.

The Company includes the following Attachments in support of this petition:

Attachment A	Sample Billing Statement
Attachment B	Residential EV Subscription Service Pilot Tariff
Attachment C	Subscription Charge Calculations
Attachment D	Residential EV Subscription Service Pilot Customer Agreement
Attachment E	Discussion of Pilot Proposal Topics from Docket No. E999/CI-17-879

I. SUMMARY OF FILING

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

II. SERVICE ON OTHER PARTIES

Pursuant to Minn. R. 7829.1300, subp. 2 and Minn. Stat. § 216.17, subd. 3, Xcel Energy has electronically filed this document. A summary of the filing has been served on all parties on our miscellaneous electric service list and on the enclosed service lists for Docket Nos. E002/M-15-111, E002/M-17-817, and E002/M-18-643.

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

Matt Harris
Principal Attorney
Xcel Energy
414 Nicollet Mall, 401 - 8th Floor
Minneapolis, MN 55401
(612) 330-7641

C. Date of Filing

The date of this filing is February 22, 2019.

D. Statute Controlling Schedule for Processing the Filing

Minn. Stat. § 216B.16, subd. 1, requires 60-days' notice to the Commission of a proposed tariff change. Under the Commission's rules, the proposed tariff change discussed in this Petition falls within the definition of a miscellaneous tariff filing

under Minn. R. 7829.0100, subp. 11, because no determination of Xcel Energy's general revenue requirement is necessary. Minn. R. 7829.1400, subps. 1 and 4, permits comments in response to a miscellaneous filing to be filed within 30 days and reply comments to be filed no later than 10 days thereafter.

E. Utility Employee Responsible for Filing

Amy Liberkowski
Director, Regulatory Pricing & Analysis
Xcel Energy
414 Nicollet Mall, 401 - 7th Floor
Minneapolis, MN 55401
(612) 330-6613

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:

Matt Harris	Lynnette Sweet
Principal Attorney	Regulatory Administrator
Xcel Energy	Xcel Energy
414 Nicollet Mall, 401 - 8 th Floor	414 Nicollet Mall, 401 - 7 th Floor
Minneapolis, MN 55401	Minneapolis, MN 55401
matt.b.harris@xcelenergy.com	regulatory.records@xcelenergy.com

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

V. EFFECT OF CHANGE UPON XCEL ENERGY REVENUE

No significant revenue effect net of incremental costs is expected during the pilot period. The pilot learnings will include assessment of the amount of utilization and revenues that result from these initiatives. We provide additional discussion of usage and revenues in the rate design section.

VI. DESCRIPTION AND PURPOSE OF FILING

A. Overview of Residential EV Subscription Service Pilot

This pilot leverages the framework of our recently launched Residential EV Service Pilot but provides a different rate option for study: a monthly subscription fee for

dedicated EV charging service during off-peak hours. Under this pilot, customers will charge off-peak for a preset monthly fee, with additional pricing for on-peak charging in excess of a 34 kWh allotment.

Customers participating in this pilot will choose their preferred charging equipment from qualified vendors. The Company will purchase the charging equipment and have it installed at the customers’ homes by qualified contractors. A customer may choose to pay the installed charging equipment cost through its inclusion in the monthly customer charge for bundled service, or upfront prior to beginning service with the pre-pay option that has a correspondingly lower monthly customer charge. The Company proposes to use the Commission approved customer charges from the Residential EV Services Pilot for the installation, maintenance, and data management related to this charging equipment.

Customers participating in the pilot will pay a single monthly subscription fee for unlimited off-peak charging and up to 34 kWh (ten percent of estimated use) of on-peak charging. If customers exceed the ten-percent allowance, they will be billed at the on-peak rate for all excess usage. The Company will provide information and support to assist customers in scheduling off-peak charging. In instances where the customer opts to override the off-peak charging schedule, the Company will provide customers timely notification and reminders of the additional charges for on-peak charging. Table 1 below summarizes the rate options proposed in this Petition.

Table 1: Proposed Rate Options

Proposed Rate Options	Customer Charge	Monthly Bill for Home EV Charging
EV Subscription Service with Prepay Charger	Incl. in Subscription (\$7.10)	\$38.57
EV Subscription Service with Bundled Charger	Incl. in Subscription (\$17.47)	\$48.99
EV Subscription Service with Prepay Charger & Windsorce®	Incl. in Subscription (\$7.10)	\$41.27
EV Subscription Service with Bundled Charger & Windsorce®	Incl. in Subscription (\$17.47)	\$51.69

Residential customers who own or lease an EV will be invited to enroll in this pilot. The Company will pilot this offer for up to 100 customers for two-year terms over a three-year period.

B. Objectives and Key Learnings

1. Objectives

This pilot focuses on consumer reaction to a rate designed to make the cost of powering an EV easier to understand. We believe that a preset monthly fee simplifies assessment of the economics of charging, making it easier for some consumers to compare charging costs to gasoline purchases. We will assess customer interest in this rate option and customer satisfaction with service under this pilot offering. This pilot aligns with our overall objectives of helping address barriers to EV adoption, and in this case, specifically focuses on the lack of information about the cost of charging and studying appropriate signals for off-peak charging.

2. Key Learnings

Key learnings will be derived from evaluating utilization of the charging equipment and assessing customer interest in this rate offering and satisfaction with service under the pilot. The Company will track and report the costs of this pilot service and both on-peak and off-peak usage. The Company will review learnings to inform whether the offering is appropriate to provide at scale.

The pilot will help answer additional key questions that include:

- Is the simplified rate structure an attractive offering for customers with EVs?
- Does the proposed pilot and rate structure provide appropriate signals and automation for off-peak charging?
- What are the costs for providing this service to customers?

The Company will seek to determine whether the pilot sufficiently maintains choice of program options and technology vendors for our customers. The Company also will assess the performance of the equipment in the field to ensure continued provision of safe and reliable service.

C. Pilot Design and Operation

1. Pilot Operations

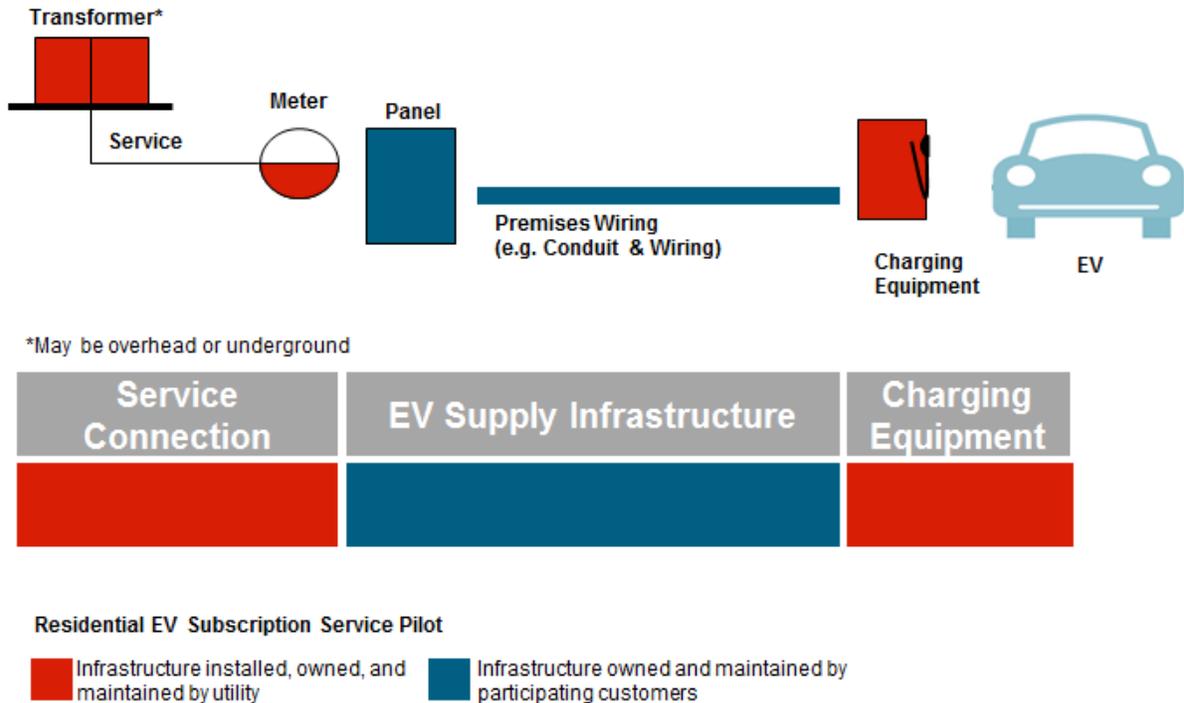
Pilot enrollment will be open to Xcel Energy customers who are existing EV drivers or new EV drivers. Customers may enroll in the Residential EV Subscription Service Pilot for up to six months after launch, or until the maximum of 100 pilot participants is reached, whichever comes first. For enrollment, customers will go to the Company's website to initiate the process. Customers will then select charging equipment, schedule an installation, review the customer service agreement, and complete the enrollment online. The term of the pilot is three years, with each participating customer to sign an agreement covering a 24-month term.

Charging Equipment Selection: This pilot will use charging equipment with load monitoring capabilities designed to eliminate the need for installation of a separately metered service for EV charging. The Company intends to offer customers choices in charging equipment based on a pre-approved list of vendors that have met the Company's performance requirements, as we have done in our existing Residential EV Service Pilot. Because extensive selection and testing work was completed recently in connection with that pilot, we intend to use this same charging equipment here. The Company will work with selected vendors to highlight the features of each vendor's charging equipment technology on the Company's website, as we have done with the Residential EV Service Pilot.

Charging Equipment Payment Options: Customers will have two payment options under this pilot. One option is to pay a monthly "bundled" customer charge, which includes Company-provided charging equipment and installation costs as well as ongoing costs, including maintenance and data management. This option is available to help reduce upfront costs for the customer. Alternatively, customers can elect to pay the full cost of their charging equipment and installation upfront while paying for ongoing costs on a monthly basis. These customers will then pay a reduced "pre-pay option" customer charge that excludes the installed charger cost. In either case, the Company will own and maintain the charging equipment for the term of the service agreement, allowing the Company to test the customer experience with utility ownership of the charging equipment under this pilot. In both cases, customers will be responsible for the costs of premises wiring and permits to enable the installation of the charging equipment. The rates and options available for charging equipment are identical to those in the Residential EV Services Pilot.

Figure 1 below depicts the ownership model of the Residential EV Subscription Service Pilot.

Figure 1: Ownership Model



Charging Equipment Installation: The Company will coordinate scheduling, installation, and inspection of all charging equipment installed under this pilot, with support from contractors selected through a competitive process. We believe this straightforward and simple customer experience will reduce the “hassle factor” while also ensuring required permitting and safety measures are performed.

The contractors will invoice the Company for charging equipment installation costs, and it will be the customers’ obligation to pay for the necessary premises wiring and associated permits.

Charging Schedule Initial Set-up: The Company will work with the charging equipment vendors and contractors to ensure the chargers are scheduled for charging during off-peak hours, with manual override capabilities for situations where on-peak charging may be necessary. The contractors installing the charging equipment will ensure charging schedules are set up upon installation and the customer is informed of the schedule and override process.

Charging Messaging and Notification Plan: The Company plans to utilize vendors’ mobile application capabilities to notify customers when they decide to charge their vehicles on-peak about the implications of their decision.

Activation and Billing Cycles: When the Company and charging equipment vendor have confirmed that the charger is installed and operational, the charging equipment will be activated. Activations must be received by the Company at least five business days prior to the start date of a customer's next billing cycle to become effective on that date. If activation is received less than five days prior, participation will become effective on the stated date of a participant's subsequent billing cycle.

Data Records: Charging equipment vendors will collect customer energy usage data through each customer's home Wi-Fi network. The Company will work with these vendors to ensure the charger load monitored data is properly formatted, accurate, and timely submitted to the Company through a secure and encrypted process.

In addition, the Company has access to vendor-provided portals that, among other things, provide real-time Wi-Fi connectivity reporting for the chargers. The Company will monitor these portals to ensure that chargers remain connected to customers' Wi-Fi networks. In the event of a customer Wi-Fi issue, the Company will reach out to the customer to correct the issue. Because the Company will receive the consumption data daily and have real-time insights into the charging actions via the portals, we believe we will be able to identify and correct any potential data issues prior to monthly bills being generated and sent to customers. In the extreme case that billing data is not available in time to generate a bill, the Company will estimate a customer's charging using the best available data, including the data provided through the vendor portals.

Primary Meter and Charging Equipment Bill Calculation: Each customer's primary metered usage will be billed according to their current tariff, and the charging equipment usage will be billed according to the Residential EV Subscription Service Pilot tariff. The charging equipment usage will be subtracted from the primary-meter billed amount, assuming the charging equipment timely submits accurate usage information.

Sample Bill: A sample bill is provided as Attachment A, and illustrates how a participant would see, via a clear and transparent statement, the amount of energy consumed under the proposed tariff.

2. *Rate Design and Pilot Tariff*

Customers enrolling in our proposed pilot will take service for EV charging under our proposed Residential EV Subscription Service Pilot tariff, provided as Attachment B.

The proposed tariff promotes off-peak charging through price signals. Key features of the tariff include:

- *Monthly Subscription Service Fee* – a preset monthly fee for EV charging service during off-peak hours. The fixed subscription fee includes:
 - fuel and energy charges for unlimited off-peak charging, with up to ten percent of assumed charging (34 kWh) to be allowed on peak;
 - rider charges based on current rates for all applicable riders; and
 - a monthly EV Charger Service fee, which varies based on the payment option selected by the customer.
- *On-peak Rates* – for on-peak charging in excess of the ten-percent allowance, customers will be billed incrementally at the residential on-peak energy rate including fuel and rider charges.
- *Renewable Energy Option* – customers will have the option to charge their EV with 100% renewable energy via the *Windsource*® program

To incorporate the pilot into all relevant tariff sheets, Attachment B includes the following proposed tariff sheets in redline and final format:

Minnesota Electric Rate Book—MPUC No. 2

- Sheet No. 1-1, revision 10
- Sheet No. 5-TOC-1, revision 12
- Sheet No. 5-8.1, original
- Sheet No. 5-8.2, original
- Sheet No. 5-8.3, original
- Sheet No. 5-13, revision 8
- Sheet No. 5-91.3, revision 15
- Sheet No. 5-150, revision 4

Monthly Subscription Service Fee: Below we describe the rate design for the usage, energy charge, Fuel Clause Rider, other riders, and EV Charger Service components of our proposed monthly subscription service fee.

1) Usage

Aside from the EV Charger Service Fee and Renewable Energy Option, the monthly subscription service fee will be identical for all pilot participants. The fee is based on estimated average usage across all pilot participants. The Company estimated average annual EV energy consumption based on data from its EV rate tariff and from sources about EV usage and Minnesota driving patterns in general. The average usage

under the EV rate is 4,490 kWh per year, or 374 kWh per month, based on monthly consumption data from October 2015 through April 2018.¹ Because this data dates back only to 2015 and represents a small sample of EV customers (between 7 in the first month and over 200 more recently), we also calculated an average annual estimate of charging usage based on general driving statistics from Minnesota.

This calculation resulted in a similar, yet slightly lower, usage estimate compared to our historical EV rate data. We estimate that the average customer would use 3,669 kWh per year, or 306 kWh per month in home charging based on average driving mileage in Minnesota, seasonal EV driving efficiencies, Level 2 charging station efficiency assumptions, and an assumption of how much charging takes place at home.²

Given the uncertainty around forecasting charging usage, we decided to take a simple average of these two numbers which results in the following annual and monthly usage applied to energy, fuel and rider rates: 4,079 kWh per year, or 340 kWh per month.

2) Energy

The Company developed the energy rate portion of the fixed subscription by multiplying the estimated usage by the current off-peak energy rate for 90% of the usage and the seasonal on-peak energy rates for 10% of the usage. This on-peak and off-peak energy split recognizes that a small amount of on-peak usage is likely over the course of a year and should be included in the fixed subscriptions fee. This calculation results in an energy fee of \$19.75 per month.

¹ Annual Report compliance filing in Docket No. E002/M-15-111 (June 1, 2018).

² Xcel Energy's analysis uses data from:

- National Renewable Energy Laboratory, 2017. "National Plug-in Electric Vehicle Infrastructure Analysis" Retrieved from <https://www.nrel.gov/docs/fy17osti/69031.pdf> (Accessed Feb. 21, 2019).
- NOAA Climate at a Glance Weather Data. Retrieved from https://www.ncdc.noaa.gov/cag/statewide/time-series/21/tavg/1/10/1895-2018?base_prd=true&firstbaseyear=1901&lastbaseyear=2018; (Accessed Feb. 21, 2019).
- Office of Highway Policy Information, 2018. "Travel per Vehicle." Retrieved from Google Public Data site.
- Vermont Energy Investment Corporation, 2013. "An Assessment of Level 1 and Level 2 Electric Vehicle Charging Efficiency." Retrieved from <https://www.veic.org/documents/default-source/resources/reports/an-assessment-of-level-1-and-level-2-electric-vehicle-charging-efficiency.pdf> (Accessed Feb. 21, 2019).
- Yuksel and Michalek, 2015. Environmental Science and Technology (49), "Effects of Regional Temperature on Electric Vehicle Efficiency, Range, and Emissions in the United States." Retrieved from <https://cedmcenter.org/wp-content/uploads/2017/10/Effects-of-Regional-Temperature-on-Electric-Vehicle-Efficiency-Range-and-Emissions-in-the-United-States.pdf> (Assessed Feb. 21, 2019).

3) Fuel and Renewable Options

The Company based the fuel portion of the EV Subscription service on the weighted average 2018 Fuel Clause multiplied by the estimated usage which results in a fuel fee of \$9.30 per month. The Company recognizes the Fuel Clause Reform process will result in the implementation of an annual fuel forecast beginning with calendar year 2020 and is open to updating this component of the fixed subscription service to align with the pricing proposed in the first Annual Forecast of Rates to be filed in the near future.³

The Company also provided an option for customers who would like to power their EV with renewable energy. This option will supply a customer's EV Subscription Service with energy from the *WindSource*® program. A customer choosing this option will pay an additional \$2.70 per month or roughly 5-7% over the standard option supplied with system resources. The relative percentage is dependent on the customer's decision to take the Pre-pay or Bundled charger service option.

4) Other Riders

The proposed monthly subscription service fee also includes a rider charge for pilot participants. For the pilot term, we propose to set rider charges based on current rates for all applicable riders multiplied by the average monthly usage assumption under this pilot. These rider charges are included in the calculation of the monthly subscription service fee as shown in Attachment C, and result in a monthly rider charge of \$2.42 or \$2.47 depending on the customer's charger service option choice.

5) EV Charger Service

The proposed monthly subscription service fee also includes the monthly EV charger service charges, which varies based on a customer selection. Participating customers have the following EV Charger Service options:

- Customers who select the “bundled” option, will pay a monthly EV Charger Service charge of \$17.47. The cost of the EV Charging Service will equal the levelized cost of providing, operating, and maintaining the charging equipment and recovery for Company-provided and installed charging equipment.
- Customers who select the “pre-pay” option will be billed a one-time upfront charge for the installed charger costs. The monthly EV Charger Service charge

³ Docket No. E999/CI-03-802. The Annual Forecast of Rates for 2020 is expected to be filed on May 1, 2019 in a new docket.

of \$7.10 will include the costs of maintaining the charging equipment, but will exclude recovery for Company provided and installed charging equipment, which recognizes the customer's upfront payment for the installed charging equipment. These charges are included in the calculation of the monthly subscription service fee as shown in Attachment C, and are consistent with the rates approved by the Commission in the Residential EV Services Pilot.

On-Peak Rates: As noted above, customers who exceed the ten percent (34 kWh) allowance for on-peak charging during a month will be billed at the residential seasonal on-peak rates for excess on-peak usage. Charges for this excess on-peak usage will be in addition to the monthly subscription service fee.

Although our Residential EV Subscription Service tariff is designed to allow some charging flexibility for our customers who may need to charge on-peak in certain circumstances, we do not believe this is likely to occur on a regular basis. We base this assumption on data provided in our annual reports on our Residential EV rate approved in Docket No. E002/M-15-111. Our Residential EV tariff includes time-of-day rates, providing participating residential customers an incentive to charge EVs during off-peak hours. Our reports have shown that that the average monthly share of Residential EV Charging Rate usage during the off-peak period (9:00 p.m. to 9:00 a.m., holidays and weekends) has ranged from 90 to 95 percent for the last two years, with an average monthly off-peak share of 92 percent.⁴

We believe our monthly subscription service fee proposed in this filing will similarly provide an appropriate incentive for off-peak charging. Here, all off-peak charging is covered by the subscription service fee, and on-peak usage in excess of the ten percent (34 kwh) allowance will result in additional charges at a higher rate than those used as the basis for the subscription fee. Our annual reports for this pilot will include both the on- and off-peak usage data recorded during the pilot to assess and confirm our assumptions about this rate structure and whether it provides effective price signals for off-peak charging.

Table 2 below summarizes the Company's residential EV rate options offered to customers with electric vehicles.

⁴ Annual Report compliance filing in Docket No. E002/M-15-111 (June 1, 2018).

**Table 2: Comparison of Rate Options for Residential Customers with Electric Vehicles
Assuming 340 kWh per month and 90% of charging is off-peak**

	Rate Options	Customer Upfront Expenses	Services Included	Customer Charge	Monthly Bill for Home EV Charging
Current Rate Options	Residential Service (Rate Code: A01)	-Charger and installation -Wiring to Charger	-None	\$8.00	\$52.25
	Residential EV Service (Rate Code: A08)	-Charger and installation -Wiring to Charger -Meter Housing & other associated costs	-2nd Meter	\$4.95	\$36.41
	EV Service Pilot with Prepay Charger (Rate Code: A81)	-Charger and installation -Wiring to Charger	-Load Monitoring and Data Mgmt. -Maintenance	\$7.10	\$38.57
	EV Service Pilot with Bundled Charger (Rate Code: A80)	- Wiring to Charger	-Installed Charger -Load Monitoring and Data Mgmt. -Maintenance	\$17.47	\$48.99
Proposed Rate Options	EV Subscription Service with Prepay Charger ⁵	-Charger and installation -Wiring to Charger	-Consistent bill -Load Monitoring and Data Mgmt. -Maintenance	Incl. in Subscription (\$7.10)	\$38.57
	EV Subscription Service with Bundled Charger ⁶	- Wiring to Charger	-Consistent bill -Installed Charger -Load Monitoring and Data Mgmt. -Maintenance	Incl. in Subscription (\$17.47)	\$48.99

The proposed Residential EV Subscription Service Pilot energy charges are designed to be revenue neutral compared to the existing EV Service Pilot based on expected average usage as described above. Because one of the objectives of the pilot is to incent new EV charging by offering this new rate option for our customers, the usage under this pilot may represent incremental load. As such, a comparison of projected revenues under this pilot to what could have occurred under another rate may not be appropriate. Overall pilot evaluation will help assess the impact of this pilot and to what extent this rate option encourages EV adoption, and thus new load.

⁵ With *Windsorce*® the rate would be \$41.27.

⁶ With *Windsorce*® the rate would be \$51.69. Notably, although this is the highest proposed rate option under the pilot, it still is lower than a customer would pay under the standard residential service rate (Rate Code: A01), assuming 340 kWh of charging per month and 90% of charging off-peak.

3. *Fuel and Rider Tracker Account*

We recognize that fuel and rider charges vary from year to year, but given the limited number of participating customers, the two-year pilot term, and the goal of providing customers with a consistent subscription fee, we believe it is appropriate to fix the rider amounts for the term of the pilot. However, to ensure customers (both participants and non-participants) are not harmed as a result of this approach, we propose to track any differences between the rider revenues received from pilot participants compared to what they would have paid if charged actual rider rates for actual usage during the pilot term.

If this pilot program is eventually approved as an on-going program, any surplus (or shortfall) in actual fuel or rider revenue would have been applicable will be included as a true-up provision in the proposed updated Residential EV Subscription Service subscription service rate.

This pilot provides the opportunity to study this rate structure, usage, and charging behavior. We will use data from this pilot to inform potential subscription service rate design going forward.

4. *Marketing and Outreach*

As we have discussed in our prior EV petitions and compliance filings, one of the key barriers to both electric vehicle adoption and enrollment in a new rate structure is awareness. To raise awareness, we are continuing to incorporate best practices from market research, our own experiences with our EV offerings and other customer offerings, and other utilities and industry partners, by making our marketing, outreach, and enrollment effort:

- **Compelling** to motivate customers to take action;
- **Personalized** to draw customers in and demonstrate how the program could address their needs; and
- **Simple and convenient** to ensure customers understand the program and minimize the “hassle factor” that could be driving away potential participants.

One of the key hypotheses we intend to test with this pilot is that the simplicity of this offer could encourage more enrollment in a rate that provides a signal and automation to charge off-peak. However, some outreach will still be necessary so that customers are aware of this pilot offering, including:

- **Social media and word-of-mouth promotion.** We continue to benefit from a dedicated community of EV enthusiasts who share information on social

media, at meetups, and during group meetings. This community has provided valuable feedback on the Company's EV initiatives and continues to share information on new technologies, promotions, and programs. Like the Residential EV Service pilot, our marketing plan includes initiatives to provide promotional materials and tools for sharing information, and the Company will continue to seek input from stakeholders on promoting the pilot.

- **Public EV events.** As discussed in other dockets,⁷ the Company has participated in a variety of community events, such as the Energy Fair in Saint Paul, the Twin Cities Auto Show, and the Midwest Evolve campaign, and will use these types of forums to share promotional information about this pilot.
- **Dealer Outreach and Referral Incentives.** Auto dealers are in a unique position to promote the pilot, as customers are likely to consider charging costs and options at the time of purchase of the vehicle. The company will conduct outreach and training events to inform auto dealers on the pilot and provide a modest referral incentive for dealers who drive enrollment in the pilot.
- **Online advisory tools.** The EV Advisor online tool described in our EV Pilot Programs petition (Docket No. E002/M-18-643) will include information on specific EV rate options for our residential customers. The EV Advisor, which is being developed, is intended to expand the availability of general EV information for our residential customers and provide customer-specific information for those customers who opt to respond to questions in the online tool. The EV Advisor will include information on the Company's available EV rate options and will provide rate recommendations based on customer responses. Our proposed Residential EV Subscription Service Pilot would be included as a rate option once approved by the Commission and then made available to customers.

5. *Annual Reporting*

We propose to report pilot information in our June 1 annual report provided to the Commission in the dockets related to our current EV residential rates (Docket No. E002/M-15-111). Below, we list our proposed data and metrics for the Residential EV Subscription Service Pilot. We intend to report the data related to these metrics in our annual June 1 reports beginning after the first full year of pilot operations.

Residential EV Subscription Service Pilot Data and Metrics:

- Number of pilot participants.
- Total amount of electricity sold under the tariff.

⁷ Docket No. E002/M-15-111; Docket No. E002/M-18-643

- Proportion of charging that occurs off-peak versus on-peak.
- Total amount of electricity sold per customer under the tariff compared to the estimated usage.
- Pilot cost detail.
- Information about issues caused by Wi-Fi connectivity problems, if any.
- Statistics about which equipment and bundling options pilot participants select.
- Number of customers participating in the renewable options.

The Company also will report on learnings regarding the customer experience and pilot performance under our safety and reliability standards.

6. *Pilot Evaluation*

In addition to providing data to assess on- and off-peak usage and costs under the pilot, overall evaluation of the pilot will seek to assess customer satisfaction as well as to what extent this rate option encourages EV adoption. The Company will examine two aspects of the customer experience. The first is customers' understanding of the enrollment process, subscription parameters (e.g. hours included in the subscription cost, how the customer pays for the charger, etc.), and ongoing pilot communications. The second aspect is customer satisfaction with the pilot, including ease of using the service and perceived benefits relative to a standard tariff.

D. Terms of Participation

The Residential EV Subscription Service Pilot Customer Agreement (Attachment D) and Tariff (Attachment B) set out the specific terms and conditions for participation in the EV Pilot program.

Some of the key terms for customer participation include the following:

Eligibility and Availability: To be eligible to participate in the pilot, participants must:

- receive residential electric service from Xcel Energy in Minnesota with no past-due bills;
- live in a single-family home, defined as a detached single-family home, townhome/row house, or duplex;
- have possession of an electric vehicle capable of plugging in with an SAEJ1772 connector, through ownership or lease;
- have wireless internet (Wi-Fi) service at Site;

- not participate in the current Residential EV Service Rate;⁸
- not participate in the current Residential EV Pilot Service Rates;⁹
- not participate in the Residential Time of Day Service Rate;¹⁰
- not participate in the Time of Use Rate Design Pilot Program; and
- not participate in the Company's net metering tariffs.¹¹

Customer Agreement Term: The term of the Customer Agreement is 24-months. At the end of the term, customers who select the bundled-service customer charge will have the following options:

- Customers can have the charging equipment removed at no cost and move back to their previous rate;
- Customers can purchase the charging equipment from the Company for a cost equal to the undepreciated balance of the charging equipment and either (i) move back to their previous rate or (ii) move to any EV charging tariff offered by the Company that is compatible with the charging equipment already in place, and for which the customers are eligible;¹² or
- Customers can have the charging equipment replaced or upgraded if the Company offers a new EV charging tariff involving a different technology for which the customers are eligible.

Customers who paid for the charging equipment upfront and select the pre-pay option service customer charge will have the following options at the end of the term:

- Customers can elect to have the Company transfer ownership of the charging equipment to the customer at no cost and either (i) move back to their previous rate or (ii) move to any new EV charging tariff offered by the Company that is compatible with the charging equipment already in place, and for which the customers are eligible; or
- Customers can have the charging equipment replaced or upgraded if the Company offers a new EV charging tariff involving a different technology for which the customers are eligible.

⁸ Rate Code A08.

⁹ Rate Codes A80 and A81.

¹⁰ Rate Code A02 and A04.

¹¹ We understand some customers with rooftop solar may wish to participate in the Company's pilot. Given the limited size of the pilot population, and the inherently more complex billing configuration of customers with on-site solar, we believe it is reasonable to exclude net metering customers from the 100 customer pilot population.

¹² Customers moving to any new EV charging tariff offered by the Company would need to sign a new Customer Agreement.

Site Selection: All residential site locations shall qualify if the customer meets all eligibility criteria of the program and the site has sufficient space for locating and maintaining the charging equipment.

Ownership of Charging Equipment: All charging equipment installed will be owned and maintained by the Company for the duration of the Customer Agreement. Following termination of the Customer Agreement, for customers paying the bundled service customer charge, the Company will continue to own all charging equipment until and unless the customer purchases the equipment. For customers paying the pre-pay option service customer charge (*i.e.*, those who paid for equipment and installation on an upfront basis), the Company will transfer ownership of the charging equipment to each customer at the end of the Customer Agreement.

Customer Obligations: All participating customers agree to:

- participate in customer surveys and provide feedback about the program;
- provide access and assistance to facilitate random charging equipment testing;
- be responsible for remedying minor issues that do not require technicians (*e.g.* resetting the circuit breaker);
- permit operations and maintenance of the charging equipment requiring technician support to be accomplished by qualified contractors, who will be selected through a competitive process conducted by the Company; and
- receive communications from the Company related to the program by e-mail.

E. Pilot Budget, Accounting Treatment, and Cost Recovery

Table 3 below provides the pilot estimated budget, which includes marketing and education activities, program management, and the depreciation expense related to IT development costs to integrate the service into the billing system.

**Table 3: Residential EV Subscription Service Pilot:
Budget for Tracker**

Activity	Year 1	Year 2	Year 3	Total
<i>Marketing and Education</i>				
Dealer and Trade Outreach	\$2,000	\$0	\$0	\$2,000
Dealer Referral Incentive	\$3,000	\$0	\$0	\$3,000
Events/Collateral	\$1,000	\$0	\$0	\$1,000
Digital Channels	\$5,000	\$0	\$0	\$5,000
<i>Other Budget Items</i>				
Program Management	\$33,500	\$17,300	\$17,800	\$68,600
Billing System Development (Depreciation Expense)	\$40,655	\$40,655	\$40,655	\$121,966
Total	\$85,155	\$57,955	\$58,455	\$201,566

These estimates are based on Company experience performing the same or similar activities for other programs. Details of these budget components are described below.

Dealer & Trade Outreach: The Company, with support from third-party vendors, will conduct outreach and training events to inform auto dealers and electricians about rates and charging options.

Dealer Referral Incentive: The Company will offer a modest referral incentive to dealers for customers that enroll in the EV Residential Subscription Service Pilot. As with the Residential EV Service Pilot, the referral amount is \$100 per enrollment.

Events/Collateral: The Company will sponsor or host community events to distribute information about EVs, such as the Minnesota State Fair and the Twin Cities Auto Show.

Digital Channels: XcelEnergy.com will continue to be the central resource for most of the pilot information. Additionally, paid social media advertising will be used to target customers that may likely drive or be interested in driving EVs.

Program Management: The Company will hire a contract employee to manage the pilot. The budget includes 1,000 hours for year one and 500 hours for both year two and year three. The program manager will support the development and execution of promotional materials such as brochures, sales sheets, direct mail, advertising, and web content, will interact with pilot participants to address questions, and will ensure the program is implemented as approved by the Commission.

Billing System Development: The Company will internally develop the necessary systems and tools to integrate the secure file transfer protocol billing data from the charging vendors into the Company's billing system, the online enrollment portal, and the necessary changes to the bill print. This includes all the necessary automation to limit manual processes and the required testing to ensure the process adheres to billing standards. The budget for the tracker includes the depreciation expense related to this capital investment.

We request Commission approval to defer pilot expenses in our EV tracker account established in Docket No. E002/M-15-111. This includes deferral of depreciation expense related to the capital investments and O&M expenses associated with the pilot. The Company will petition the Commission to recover qualifying costs in a future rate proceeding. This treatment is the same as what was approved by the Commission for our existing Residential EV Service Pilot. The purchase and installation of the EV charging and metering equipment will be capitalized as an Electric Distribution asset to FERC Account 101, Plant in Service in plant account 370 (Meters). The EV bundled service customer charge (see Rate Design discussion in Section C.2. above) will be designed to recover the carrying cost for this asset during the pilot. The Company also requests that the capitalized costs be allowed in rate base and receive a return on investment. Treatment of these assets at the end of the pilot will be dependent on the pilot's outcome, and end-of-life accounting treatment will be made at that time. The EV bundled service customer charge is also designed to recover the costs for customer accounting, customer services, including load-monitoring and data management and maintenance of the charging equipment. The pre-pay option service customer charge (see Rate Design discussion in Section C.2. above) is designed to recover the same costs with the exception of the installed charging equipment cost.

F. Compliance with the Commission's Order in EV Inquiry Docket

Order Point No. 16 in the Commission's February 1, 2019, Order in Docket No. E999/CI-17-879 requires utilities to include a discussion of specific topics in any future EV pilot proposal. Many of these topics are discussed throughout this petition, but for ease of review, we provide as Attachment E a matrix of the topics with a brief discussion of each.

G. Public Interest

The proposed pilot is designed to study a new EV rate option for residential customers. As discussed, the specific goal of the pilot is to determine customer interest in a subscription-based rate for EV charging that makes the cost of driving an

EV easier to compare to the cost of driving a gasoline-powered vehicle. Additionally, the Company will gain important insight into how this type of service would affect utility operations given a wider roll-out.

We believe the Company's proposal is reasonable in its approach. The pilot is size-aligned with our current EV charging offerings and positioned to provide a meaningful opportunity to test assumptions about this service option. We believe the investments made pursuant to this pilot will benefit all customers and represent a valuable opportunity to prepare for future growth in EV market penetration.

We also believe the Company's proposal is in the public interest, as there are numerous public benefits promoted by the pilot design. These include promoting customer optionality and encouraging customers to shift energy loads to off-peak times, which benefits the system as a whole.

H. Request for Exception to Minnesota Rules for Pilot Equipment

As already discussed, and as with the existing Residential EV Service Pilot, we intend to deploy charging equipment that will be used to measure each customer's EV-related usage. All of these devices will rely on an internet connection—and more specifically, a customer's home Wi-Fi network—to transmit this usage data to the Company for billing purposes. Thus, unlike traditional meters used by the Company, the pilot equipment's functionality will depend on the customer's maintenance of a stable and adequate Wi-Fi network, as well as other connectivity issues that do not apply to traditional meters. The reliability of these technologies and their reliance on the customer's home network are among the issues we hope to explore through this pilot.

Additionally, as explained above, we intend to bill customers participating in this pilot based on estimated average use of electricity by all pilot participants rather than a specific meter reading or individual estimate. This broad-based estimate is necessary to provide all customers with the same rate for the subscription service.

To that end, we are requesting that this pilot, and the EV charging equipment provided in connection with the pilot, be exempted from the Commission's billing and meter-related rules—including Rules 7820.3200, 7820.3400, 7820.3700 and 7820.3800—as well as Section 3 of the Company's Electric Rate Book Section 6 tariff (Metering and Billing). In effect, we propose not to define the EV charging equipment as "metering equipment" for purposes of this pilot and the above-cited rules and tariff, and instead that the equipment and customer billing be governed by

the specific provisions in our proposed tariff and Customer Agreement for this pilot.

We believe these requests are reasonable given the limited nature of the pilot, our interest in using new technologies to enhance our customers' experience with the subscription rate, and our efforts to specifically address equipment functionality issues in our proposed tariff for this pilot.

CONCLUSION

The Company is pleased to submit this filing for the Commission's consideration, and respectfully requests Commission approval of the following:

- our proposal for implementing a Residential EV Subscription Service Pilot;
- our proposed Residential EV Subscription Service Pilot customer agreement and tariff;
- our proposed request for rule variance and tariff waiver to implement the Residential EV Subscription Service Pilot; and
- our accounting treatment and cost recovery proposals for the pilot.

We are excited to launch this pilot program designed to explore and evaluate the costs, benefits, and impacts of an alternative EV rate structure. We look forward to working with the Commission and stakeholders as this proceeding moves forward.

Dated: February 22, 2019

Northern States Power Company

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie J. Sieben	Commissioner
John Tuma	Commissioner

IN THE MATTER OF THE PETITION OF
NORTHERN STATES POWER COMPANY
FOR APPROVAL OF A RESIDENTIAL EV
SUBSCRIPTION SERVICE PILOT PROGRAM

DOCKET NO. E002/M-19-_____

PETITION

SUMMARY OF FILING

Please take notice that on February 22, 2019, Northern States Power Company, doing business as Xcel Energy, filed with the Minnesota Public Utilities Commission a petition for approval of a Residential Electric Vehicle (EV) Subscription Service Pilot program.

This filing is part of the Company's overall portfolio of EV initiatives described in Docket No. E002/M-18-643. In this petition, the Company seeks to expand its portfolio of customer choices for residential EV drivers with a new option: a monthly subscription for dedicated EV charging service with pre-set monthly charging rates for on- and off-peak times of day.

NORTHERN STATES POWER COMPANY

Page 1 of 4



SERVICE ADDRESS	ACCOUNT NUMBER	DUE DATE
Customer Name	51-000000001-0	03/01/2019
Street Address	STATEMENT NUMBER	STATEMENT DATE
City, St Zip Code	600000000	02/01/2019
		AMOUNT DUE
		\$84.67

YOUR MONTHLY ELECTRICITY USAGE



DAILY AVERAGES	Last Year	This Year
Temperature	18° F	15° F
Electricity kWh	0.0	32.3
Electricity Cost	\$0.00	\$3.59

SUMMARY OF CURRENT CHARGES (detailed charges begin on page 2)

Electricity Service	01/02/19 - 01/31/19	500 kWh	\$84.67
Current Charges			\$84.67

ACCOUNT BALANCE

Previous Balance	As of 01/02	\$84.63
Payment Received	Online Payment 01/17	-\$84.63 CR
Balance Forward		\$0.00
Current Charges		\$84.67
Amount Due		\$84.67

019618 1/3

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: Customerservice@xcelenergy.com
 Call Mon - Fri 7 a.m.-7 p.m. or Sat 9 a.m.-5 p.m.
 Please Call: 1-800-895-4999
 Hearing Impaired: 1-800-895-4949
 Español: 1-800-687-8778
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008



INFORMATION ABOUT YOUR BILL

Different fuel sources are used to generate electricity, and they produce different air emissions. For updated environmental information for the year ended 2017, go to: xcelenergy.com/Rates, under Rates, go to Learn More, then Rates: Brochures & Resources, and select Inside Your Electric Bill-Environmental Disclosure & Costs. If you don't have internet access, please contact us at 800.895.4999 and we can provide you with this information.

Thank you for your payment.



RETURN BOTTOM PORTION WITH YOUR PAYMENT • PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



ACCOUNT NUMBER	DUE DATE	AMOUNT DUE	AMOUNT ENCLOSED
51-000000001-0	03/01/2019	\$84.67	

Please see the back of this bill for more information regarding the late payment charge. Pay on or before the date due to avoid assessment of a late payment charge.
 Make your check payable to XCEL ENERGY

MARCH						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11

----- manifest line -----



Customer Name
 Street Address
 City, St Zip Code



XCEL ENERGY
 P. O. BOX 9477
 MPLS MN 55484-9477



SERVICE ADDRESS	ACCOUNT NUMBER	DUE DATE
Customer Name	51-000000001-0	03/01/2019
Street Address		
City, St Zip Code		
	STATEMENT NUMBER	STATEMENT DATE
	600000000	02/01/2019
		AMOUNT DUE
		\$84.67



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- Add preventive maintenance coverage for just \$7.95 per month and be toasty warm all winter.



Sign up today by calling 866.837.9762 or visiting xcelenergy.com/HomeSmart.

SERVICE ADDRESS: STREET ADDRESS CITY, ST ZIP CODE
 NEXT READ DATE: 03/06/19

ELECTRICITY SERVICE DETAILS

PREMISES NUMBER: 3000000000
 INVOICE NUMBER: 0700000000

METER READING INFORMATION					
METER xxxxxxxx	Read Dates: 01/02/19 – 01/31/19 (29 days)				
DESCRIPTION	CURRENT READING		PREVIOUS READING		USAGE
Total Energy	500	Actual	0	Actual	500 kWh
Electric Vehicle Energy	300	Actual	0	Actual	300 kWh
Energy	200	Actual	0	Actual	200 kWh

ELECTRICITY CHARGES

RATE: Residential Service

DESCRIPTION	USAGE UNITS	RATE	CHARGE
Basic Service Chg			\$8.00
Energy Charge Winter	200 kWh	\$0.090320	\$18.06
Fuel Cost Charge	200 kWh	\$0.027760	\$5.55
Decoupling Adj	200 kWh	\$0.003064	\$0.61
Affordability Chrg			\$0.97
Resource Adjustment			\$1.45
Total			\$34.64

METER READING INFORMATION				
METER xxxxxxxx	Read Dates: 01/02/19 – 01/31/19 (29 days)			
DESCRIPTION	CURRENT READING		USAGE	
Electric Vehicle Energy	300	Actual	300	kWh
On Pk Energy	40	Actual	40	kWh
Off Pk Energy	260	Actual	260	kWh

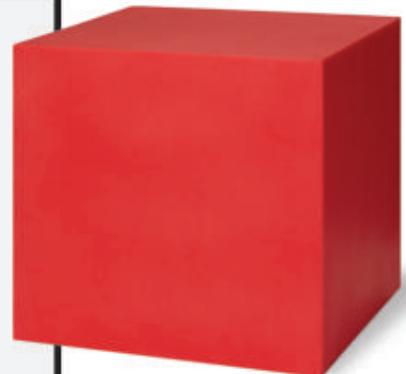
ELECTRICITY CHARGES

RATE: Ele Vehicle Subscription

DESCRIPTION	USAGE	UNITS	RATE	CHARGE
Monthly Subscription				\$48.99
Excess On-Pk EnerWinter	6	kWh	\$0.173280	\$1.04
Total				\$50.03

DON'T GET SCAMMED.

Scammers can spoof phone numbers to look like the call is coming from us. If someone calls and threatens to turn off your power if you don't pay immediately, or asks for your account number to refund an overpayment, hang up and call us at 800.895.4999.



ALWAYS delivering.

Redline

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~~9th~~10th Revised Sheet No. 1

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N

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Date Filed:	11-01-17 <u>02-22-19</u>	By: Christopher B. Clark	Effective Date:	08-07-18
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M- 17-77519-		Order Date:	08-07-18

MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

RATE SCHEDULES
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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RESIDENTIAL ELECTRIC VEHICLE SUBSCRIPTION
PILOT SERVICE
RATE CODE A82, A83**

Section No. 5
Original Sheet No. 8.1

AVAILABILITY

Available while this Pilot Service is in effect to Residential Service customers for service only to electric vehicle loads including battery charging and accessory usage. Bundled service includes Company installed and provided charging equipment. Pre-Pay Option service is available to customers electing to pay Company for the installed cost of charging equipment prior to beginning service with this tariff. Customers electing Pre-Pay Option service are separately invoiced at the time of installation. The customer must complete Company-approved documentation verifying possession, through ownership or lease, of an electric vehicle as defined in Section 169.011, subdivision 26a of Minnesota law.

CONTRACT

Customers must contract for this service through an Electric Vehicle Subscription Pilot Electric Service Agreement with the Company. The initial contract period will normally be for 24 months.

CHARACTER OF SERVICE

Single-phase 60-Hertz service at approximately 120 or 120/240 volts will be provided hereunder. Three-phase service or other service upgrade requests will be provided in accordance with Company service regulations.

RENEWABLE ENERGY SUPPLY OPTION

Customers have the option to elect all or a portion of the supply of electricity under this schedule from renewable energy resources. The renewable energy supply option is available subject to the provisions contained in the Voluntary Renewable and High-Efficiency Energy Purchase (Windsource Program) Rider, or other available rate schedule for voluntary renewable energy supply that is applicable.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's Expected Average Electric Vehicle kWh Usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and /or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

(Continued on Sheet No. 5-8.2)

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Order Date:

**RESIDENTIAL ELECTRIC VEHICLE SUBSCRIPTION
PILOT SERVICE (Continued)
RATE CODE A82, A83**

Section No. 5
Original Sheet No. 8.2

RATE

Customer Charge per Month

<u>General System Energy</u>	
<u>Bundled (A82)</u>	<u>\$48.99</u>
<u>Pre-Pay Option (A83)</u>	<u>\$38.57</u>

<u>Renewable Energy (Windsorce)</u>	
<u>Bundled (A82)</u>	<u>\$51.69</u>
<u>Pre-Pay Option (A83)</u>	<u>\$41.27</u>

Excess On-Peak Period Energy Charge per kWh

<u>June - September</u>	<u>\$0.21520</u>
<u>Other Months</u>	<u>\$0.17328</u>

PRE-PAY OPTION

The Pre-Pay Option Customer Charge per Month applies in place of the Bundled Customer Charge per Month to customers that have paid the installed cost of charging equipment to the Company.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

FUEL CLAUSE

The monthly customer charge includes preset fuel charges for established energy usage during off-peak and on-peak periods. Excess on-peak period energy charges are subject to the adjustments provided for in the Fuel Clause Rider.

RESOURCE ADJUSTMENT

The monthly customer charge includes a preset Resource Adjustment charge for established energy usage during off-peak and on-peak periods. Excess on-peak period energy charges are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider and the Mercury Cost Recovery Rider.

MONTHLY MINIMUM CHARGE

Customer Charge.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

(Continued on Sheet No. 5-8.3)

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President, Northern States Power Company, a Minnesota Corporation

Docket No. E002/M-19-

Order Date:

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RESIDENTIAL ELECTRIC VEHICLE SUBSCRIPTION
PILOT SERVICE (Continued)
RATE CODE A82, A83**

Section No. 5
Original Sheet No. 8.3

DEFINITION OF PEAK PERIODS

The on-peak period is defined as those hours between 9:00 a.m. and 9:00 p.m. Monday through Friday, except the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a designated holiday occurs on Saturday, the preceding Friday will be designated a holiday. When a designated holiday occurs on Sunday, the following Monday will be designated a holiday. The off-peak period is defined as all other hours. Definition of on-peak and off-peak period is subject to change with change in Company's system operating characteristics.

DEFINITION OF EXPECTED AVERAGE ELECTRIC VEHICLE KWH USAGE

The expected average electric vehicle kWh usage is defined as the Company's estimated average monthly EV energy consumption across all pilot participants.

COMMUNICATION COSTS

The Company will maintain separate accounting of the information, education, advertising and promotion costs associated with electric vehicles as provided in Minn. Stat. §216B.1614, subd.2, paragraph (c) 2 by deferring the costs to a tracker account, and will petition the Minnesota Public Utilities Commission to recover the qualifying costs.

TERMS AND CONDITIONS OF SERVICE

1. Residential Electric Vehicle Subscription Pilot Service shall be served through wiring connected to customer's single meter provided for Residential Service. Consumption under this rate schedule will be subtracted from the main meter for purposes of billing customer's non-Electric Vehicle electricity usage.
2. The customer shall supply, at no expense to the Company, premises wiring and a suitable location for connection of charging and associated equipment.
3. Company may require customer to provide access for Company-owned equipment for the recording and wireless communication of energy usage.
4. The rate contemplates that this service will utilize existing facilities with no additional major expenditures. Customer shall reimburse Company for any expenditure for facilities necessary to serve this load which would not otherwise be required to serve customer's load.
5. This schedule is also subject to provisions contained in Rules for Application of Residential Rates.
6. Customer must execute an Electric Vehicle Subscription Pilot Service Agreement with the Company.

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES FOR APPLICATION OF RESIDENTIAL RATES

Section No. 5

~~7th~~^{8th} Revised Sheet No. 13

1. The Residential Service, Residential Time of Day Service and Residential Time of Use Pilot Program are the only rates available to residential customers for domestic purposes in a single private residence. Energy Controlled Service (Non-Demand Metered), Limited Off Peak Service, Residential Electric Vehicle Service, Residential Electric Vehicle Pilot Service, Residential Electric Vehicle Subscription Pilot Service and Automatic Protective Lighting Service rate schedules are also available to qualifying residential customers. N
2. Normal service under the Residential Service, Residential Time of Day Service and Residential Time of Use Pilot Program rate schedules is single phase service rendered through one meter. Three phase service or service through more than one meter will be provided upon a one-time payment of an amount to reimburse Company for the additional investment. If customer is served through more than one meter, each meter will be separately billed. N
3. Electric space heating charges are applicable only when customer's electric space heating equipment is used as customer's primary heating source. N
4. Underground service charges will apply where the underground facilities are owned by Company, and Company has not been fully reimbursed for the added cost of such underground facilities. N
5. Standby and Supplementary Service is available for any residential customer subject to the provisions in the General Rules and Regulations, Section 2.4. The Company's meter will be ratcheted to measure the flow of power and energy from Company to customer only.
6. A customer using electric service for domestic and non-domestic purposes jointly may combine such use through one meter on such rates as are available to general service customers.
7. The Residential Service and Residential Time of Day Service rate schedules are available to farm installations which were served on the separate Farm Service rate schedule prior to its cancellation on November 1, 1988. Residential Service and Residential Time of Day Service to these qualifying farm customers is limited to 120/240 volts single phase service rendered through one meter. Motors and other equipment which interfere with service to neighboring customers and all transformer type welding machines larger than 25 kilovolt-amperes are not permitted as part of this service.

Date Filed: ~~11-01-17~~02-22-19

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

FUEL CLAUSE RIDER (Continued)

Section No. 5
~~14th~~15th Revised Sheet No. 91.3

RATE SCHEDULES BY SERVICE CATEGORY

Residential

Residential (A00, A01, A03)
Residential TOD (A02, A04)
Residential TOU Pilot Program (A72, A74)
Energy Controlled (A05)
Limited Off-Peak (A06)
Residential Electric Vehicle (A08)
Residential Electric Vehicle Pilot (A80, A81)
Residential Electric Vehicle Subscription Pilot (A82, A83)

Commercial and Industrial Demand – Non-TOD

General (A14)
Peak Controlled (A23)
Municipal Pumping (A41)

N

Commercial and Industrial Non-Demand

Energy Controlled (A05)
Limited Off Peak (A06)
Small General (A09, A10, A11, A13)
Small General TOD (A12, A16, A18, A22)
Small Municipal Pumping (A40)
Fire and Civil Defense Siren (A42)

Commercial and Industrial Demand – TOD

General TOD (A15, A17, A19)
Peak Controlled TOD (A24)
Tier 1 Energy Controlled Rider (A27)
Real Time Pricing (A62, A63)
Light Rail Line (A29)

N

Outdoor Lighting

Automatic Protective (A07)
Street Lighting System (A30)
Street Lighting Energy (Closed) (A32)
Street Lighting Energy – Metered (A34)
Street Lighting - City of St. Paul (A37)

PROVISION OF FORECAST DATA

To assist commercial and industrial customers in budgeting and managing their energy costs, the Company will annually make available on October 1st a 24-month forecast of the fuel and purchased energy costs applicable to demand billed C&I customers under this Rider. The forecast period begins January 1st of the following year. This forecast will be provided only to customers who have signed a protective agreement with the Company. Quarterly forecasts of the fuel and purchased energy costs will also be available.

Date Filed: ~~11-01-17~~02-22-19

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**VOLUNTARY RENEWABLE*CONNECT PILOT PROGRAM
 RIDER (Continued)**

Section No. 5
~~3rd~~4th 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
2 (2018)	\$0.03577
3 (2019)	\$0.03599

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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
2 (2018)	\$0.00477
3 (2019)	\$0.00483

DL
LN

Customers receiving service under the Company's Business Incentive and Sustainability Rider, Competitive Response Rider, Residential Electric Vehicle Service (Rate Code A08), ~~or Residential Electric Vehicle Pilot Service (Rate Code A80, A81)~~, or Residential Electric Vehicle Subscription Pilot Service (Rate Code A82, A83) shall not be subject to the neutrality charge portion of the R*C Price.

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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)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

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MINNESOTA ELECTRIC RATE BOOK – MPUC NO. 2

**RATE SCHEDULES
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12th Revised Sheet No. TOC-1

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RESIDENTIAL ELECTRIC VEHICLE SUBSCRIPTION
PILOT SERVICE
RATE CODE A82, A83**

Section No. 5
Original Sheet No. 8.1

AVAILABILITY

Available while this Pilot Service is in effect to Residential Service customers for service only to electric vehicle loads including battery charging and accessory usage. Bundled service includes Company installed and provided charging equipment. Pre-Pay Option service is available to customers electing to pay Company for the installed cost of charging equipment prior to beginning service with this tariff. Customers electing Pre-Pay Option service are separately invoiced at the time of installation. The customer must complete Company-approved documentation verifying possession, through ownership or lease, of an electric vehicle as defined in Section 169.011, subdivision 26a of Minnesota law.

CONTRACT

Customers must contract for this service through an Electric Vehicle Subscription Pilot Electric Service Agreement with the Company. The initial contract period will normally be for 24 months.

CHARACTER OF SERVICE

Single-phase 60-Hertz service at approximately 120 or 120/240 volts will be provided hereunder. Three-phase service or other service upgrade requests will be provided in accordance with Company service regulations.

RENEWABLE ENERGY SUPPLY OPTION

Customers have the option to elect all or a portion of the supply of electricity under this schedule from renewable energy resources. The renewable energy supply option is available subject to the provisions contained in the Voluntary Renewable and High-Efficiency Energy Purchase (WindsorSource Program) Rider, or other available rate schedule for voluntary renewable energy supply that is applicable.

DETERMINATION OF CUSTOMER BILLS

Customer bills shall reflect energy charges (if applicable) based on customer's Expected Average Electric Vehicle kWh Usage, plus a customer charge (if applicable), plus demand charges (if applicable) based on customer's kW billing demand as defined below. Bills may be subject to a minimum charge based on the monthly customer charge and /or certain monthly or annual demand charges. Bills also include applicable riders, adjustments, surcharges, voltage discounts, and energy credits. Details regarding the specific charges applicable to this service are listed below.

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(Continued on Sheet No. 5-8.2)

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RESIDENTIAL ELECTRIC VEHICLE SUBSCRIPTION
PILOT SERVICE (Continued)
RATE CODE A82, A83

Section No. 5
Original Sheet No. 8.2

RATE

Customer Charge per Month

<u>General System Energy</u>	
Bundled (A82)	\$48.99
Pre-Pay Option (A83)	\$38.57

<u>Renewable Energy (Windsorce)</u>	
Bundled (A82)	\$51.69
Pre-Pay Option (A83)	\$41.27

Excess On-Peak Period Energy Charge per kWh	
June - September	\$0.21520
Other Months	\$0.17328

PRE-PAY OPTION

The Pre-Pay Option Customer Charge per Month applies in place of the Bundled Customer Charge per Month to customers that have paid the installed cost of charging equipment to the Company.

In addition, customer bills under this rate are subject to the following adjustments and/or charges.

FUEL CLAUSE

The monthly customer charge includes preset fuel charges for established energy usage during off-peak and on-peak periods. Excess on-peak period energy charges are subject to the adjustments provided for in the Fuel Clause Rider.

RESOURCE ADJUSTMENT

The monthly customer charge includes a preset Resource Adjustment charge for established energy usage during off-peak and on-peak periods. Excess on-peak period energy charges are subject to the adjustments provided for in the Conservation Improvement Program Adjustment Rider, the State Energy Policy Rate Rider, the Renewable Development Fund Rider, the Transmission Cost Recovery Rider, the Renewable Energy Standard Rider and the Mercury Cost Recovery Rider.

MONTHLY MINIMUM CHARGE

Customer Charge.

SURCHARGE

In certain communities, bills are subject to surcharges provided for in a Surcharge Rider.

LATE PAYMENT CHARGE

Any unpaid balance over \$10.00 is subject to a 1.5% late payment charge or \$1.00, whichever is greater, after the date due. The charge may be assessed as provided for in the General Rules and Regulations, Section 3.5.

(Continued on Sheet No. 5-8.3)

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

**RESIDENTIAL ELECTRIC VEHICLE SUBSCRIPTION
PILOT SERVICE (Continued)
RATE CODE A82, A83**

Section No. 5
Original Sheet No. 8.3

DEFINITION OF PEAK PERIODS

The on-peak period is defined as those hours between 9:00 a.m. and 9:00 p.m. Monday through Friday, except the following holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. When a designated holiday occurs on Saturday, the preceding Friday will be designated a holiday. When a designated holiday occurs on Sunday, the following Monday will be designated a holiday. The off-peak period is defined as all other hours. Definition of on-peak and off-peak period is subject to change with change in Company's system operating characteristics.

DEFINITION OF EXPECTED AVERAGE ELECTRIC VEHICLE KWH USAGE

The expected average electric vehicle kWh usage is defined as the Company's estimated average monthly EV energy consumption across all pilot participants.

COMMUNICATION COSTS

The Company will maintain separate accounting of the information, education, advertising and promotion costs associated with electric vehicles as provided in Minn. Stat. §216B.1614, subd.2, paragraph (c) 2 by deferring the costs to a tracker account, and will petition the Minnesota Public Utilities Commission to recover the qualifying costs.

TERMS AND CONDITIONS OF SERVICE

1. Residential Electric Vehicle Subscription Pilot Service shall be served through wiring connected to customer's single meter provided for Residential Service. Consumption under this rate schedule will be subtracted from the main meter for purposes of billing customer's non-Electric Vehicle electricity usage.
2. The customer shall supply, at no expense to the Company, premises wiring and a suitable location for connection of charging and associated equipment.
3. Company may require customer to provide access for Company-owned equipment for the recording and wireless communication of energy usage.
4. The rate contemplates that this service will utilize existing facilities with no additional major expenditures. Customer shall reimburse Company for any expenditure for facilities necessary to serve this load which would not otherwise be required to serve customer's load.
5. This schedule is also subject to provisions contained in Rules for Application of Residential Rates.
6. Customer must execute an Electric Vehicle Subscription Pilot Service Agreement with the Company.

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

RULES FOR APPLICATION OF RESIDENTIAL RATES

Section No. 5
8th Revised Sheet No. 13

1. The Residential Service, Residential Time of Day Service and Residential Time of Use Pilot Program are the only rates available to residential customers for domestic purposes in a single private residence. Energy Controlled Service (Non-Demand Metered), Limited Off Peak Service, Residential Electric Vehicle Service, Residential Electric Vehicle Pilot Service, Residential Electric Vehicle Subscription Pilot Service and Automatic Protective Lighting Service rate schedules are also available to qualifying residential customers.
2. Normal service under the Residential Service, Residential Time of Day Service and Residential Time of Use Pilot Program rate schedules is single phase service rendered through one meter. Three phase service or service through more than one meter will be provided upon a one-time payment of an amount to reimburse Company for the additional investment. If customer is served through more than one meter, each meter will be separately billed.
3. Electric space heating charges are applicable only when customer's electric space heating equipment is used as customer's primary heating source.
4. Underground service charges will apply where the underground facilities are owned by Company, and Company has not been fully reimbursed for the added cost of such underground facilities.
5. Standby and Supplementary Service is available for any residential customer subject to the provisions in the General Rules and Regulations, Section 2.4. The Company's meter will be ratcheted to measure the flow of power and energy from Company to customer only.
6. A customer using electric service for domestic and non-domestic purposes jointly may combine such use through one meter on such rates as are available to general service customers.
7. The Residential Service and Residential Time of Day Service rate schedules are available to farm installations which were served on the separate Farm Service rate schedule prior to its cancellation on November 1, 1988. Residential Service and Residential Time of Day Service to these qualifying farm customers is limited to 120/240 volts single phase service rendered through one meter. Motors and other equipment which interfere with service to neighboring customers and all transformer type welding machines larger than 25 kilovolt-amperes are not permitted as part of this service.

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

FUEL CLAUSE RIDER (Continued)

Section No. 5
15th Revised Sheet No. 91.3

RATE SCHEDULES BY SERVICE CATEGORY

Residential

Residential (A00, A01, A03)
Residential TOD (A02, A04)
Residential TOU Pilot Program (A72, A74)
Energy Controlled (A05)
Limited Off-Peak (A06)
Residential Electric Vehicle (A08)
Residential Electric Vehicle Pilot (A80, A81)
Residential Electric Vehicle Subscription Pilot (A82, A83)

Commercial and Industrial Demand – Non-TOD

General (A14)
Peak Controlled (A23)
Municipal Pumping (A41)

Commercial and Industrial Non-Demand

Energy Controlled (A05)
Limited Off Peak (A06)
Small General (A09, A10, A11, A13)
Small General TOD (A12, A16, A18, A22)
Small Municipal Pumping (A40)
Fire and Civil Defense Siren (A42)

Commercial and Industrial Demand – TOD

General TOD (A15, A17, A19)
Peak Controlled TOD (A24)
Tier 1 Energy Controlled Rider (A27)
Real Time Pricing (A62, A63)
Light Rail Line (A29)

Outdoor Lighting

Automatic Protective (A07)
Street Lighting System (A30)
Street Lighting Energy (Closed) (A32)
Street Lighting Energy – Metered (A34)
Street Lighting - City of St. Paul (A37)

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PROVISION OF FORECAST DATA

To assist commercial and industrial customers in budgeting and managing their energy costs, the Company will annually make available on October 1st a 24-month forecast of the fuel and purchased energy costs applicable to demand billed C&I customers under this Rider. The forecast period begins January 1st of the following year. This forecast will be provided only to customers who have signed a protective agreement with the Company. Quarterly forecasts of the fuel and purchased energy costs will also be available.

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**VOLUNTARY RENEWABLE*CONNECT PILOT PROGRAM
 RIDER (Continued)**

Section No. 5
 4th 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
2 (2018)	\$0.03577
3 (2019)	\$0.03599

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
2 (2018)	\$0.00477
3 (2019)	\$0.00483

Customers receiving service under the Company's Business Incentive and Sustainability Rider, Competitive Response Rider, Residential Electric Vehicle Service (Rate Code A08), Residential Electric Vehicle Pilot Service (Rate Code A80, A81), or Residential Electric Vehicle Subscription Pilot Service (Rate Code A82, A83) shall not be subject to the neutrality charge portion of the R*C Price.

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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)

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EV Subscription Service Pricing

In dollars, except where specified

	Rate	Standard			Rate	Renewable		
		KWh	Pre-Pay	Bundled		KWh	Pre-Pay	Bundled
Customer Charge			\$7.10	\$17.47			\$7.10	\$17.47
Energy Charges								
Off-Peak	\$0.043780	305.9	\$13.39	\$13.39	\$0.043780	305.9	\$13.39	\$13.39
On-peak (Summer)	\$0.215200	11.0	\$2.37	\$2.37	\$0.215200	11.0	\$2.37	\$2.37
On-peak (Winter)	\$0.173280	23.0	\$3.99	\$3.99	\$0.173280	23.0	\$3.99	\$3.99
Sub-Total		339.9	\$19.75	\$19.75		339.9	\$19.75	\$19.75
Riders								
Fuel Clause Rider	\$0.027353	339.9	\$9.30	\$9.30	\$0.035300	339.9	\$12.00	\$12.00
Transmission Cost Recovery	\$0.003503	339.9	\$1.19	\$1.19	\$0.003503	339.9	\$1.19	\$1.19
Renewable Development Fund	\$0.001417	339.9	\$0.48	\$0.48	\$0.001417	339.9	\$0.48	\$0.48
Conservation Improvement Program	\$0.001813	339.9	\$0.62	\$0.62	\$0.001813	339.9	\$0.62	\$0.62
Renewable Energy Standard	0.497%		\$0.13	\$0.18	0.497%		\$0.13	\$0.18
Sub-Total			\$2.42	\$2.47			\$2.42	\$2.47
Total Monthly Charge			\$38.57	\$48.99			\$41.27	\$51.69

Residential EV Subscription Service Pilot Customer Service Agreement

Xcel Energy is excited to offer the Residential Electric Vehicle Subscription Service Pilot (“Pilot”) to its Minnesota residential rate electric customers.

As part of the Pilot, Xcel Energy will offer participant customers (individually, “Participant” or, collectively, “Participants”) installation of Electric Vehicle Supply Equipment (“EVSE”) and enrollment in the Subscription Service. The Pilot is described in further detail in the General Rules and Regulations and/or in the Rate Schedules of Xcel Energy’s Electric Rate Book for Participant’s specific service, as they now exist or may hereafter be changed, on file with the Minnesota Public Utilities Commission. Unless otherwise defined in this Residential EV Subscription Service Pilot Customer Service Agreement (the “Agreement”), the definitions, terms, and conditions set forth in the Electric Vehicle Subscription Service Pilot, General Rules and Regulations and Rate Schedules are applicable to this Agreement, summarized in the following chart, as fully set forth herein.

EV Subscription Service Pilot Offerings

Rate Options for Residential Customers with Electric Vehicles Assuming 340 kWh per month and 90% of charging is off-peak

Proposed Rate Options	Customer Charge	Monthly Bill for Home EV Charging
EV Subscription Service with Prepay Charger	Incl. in Subscription (\$7.10)	\$38.57
EV Subscription Service with Bundled Charger	Incl. in Subscription (\$17.47)	\$48.99
EV Subscription Service with Prepay Charger & Windsource®	Incl. in Subscription (\$7.10)	\$41.27
EV Subscription Service with Bundled Charger & Windsource®	Incl. in Subscription (\$17.47)	\$51.69

In order to enroll in the Pilot, please review these terms and indicate your understanding and agreement below by selecting the appropriate check box on the Program enrollment page at [link to be generated at xcelenergy.com]. Xcel Energy will notify the Participant (a) that

Participant's eligible EVSE has been installed, and (b) Xcel Energy and the EVSE vendor have confirmed that the EVSE is operational and activated, by e-mail (the date of the e-mail will be the "Activation Date").

Definitions

"Electric Vehicle" means a motor vehicle that (1) meets the definition in Section 169.011, subdivision 26a of Minnesota law and is able to be powered by an electric motor drawing current from rechargeable storage batteries, fuels cells, or other portable sources of electric current, (2) meets or exceeds applicable regulations in Code of Federal Regulations, title 49, part 571, and (3) is capable of charging with a SAE J1772 connector. Electric vehicles include neighborhood electric vehicles, medium-speed electric vehicles, and plug-in hybrid electric vehicles.

"Electric Vehicle Supply Equipment" or "EVSE" means the installed device used to deliver electricity from the Premises Wiring to the Electric Vehicle, meeting Standard J1772 of the Society of Automotive Engineers International and listed under applicable UL Standards and requirements or equivalent listing by a nationally recognized testing laboratory. This device includes the ungrounded, grounded, and equipment grounding conductors, the Electric Vehicle connectors, attachment plugs, and all other fittings, devices, power outlets or apparatuses associated with the installed device, but does not include Premises Wiring.

"Party" or "Parties" means either Xcel Energy or Participant, individually, or both Xcel Energy and Participant, collectively.

"Premises Wiring" means a dedicated 208/240V AC circuit that supplies electricity directly to the installed Electric Vehicle Supply Equipment. This includes the protective breaker at the supply panel, wiring, final junction box, receptacle and all attachments and connections. The Participant retains ownership and is wholly responsible for the Premises Wiring, including that it meets all workmanship standards and applicable requirements in the National Electric Code, Minnesota law and Administrative Rules, and local municipal codes.

"Site" means the enclosed garage or other area approved by Xcel Energy on single-family home property, (defined as a detached single home, townhome/rowhouse, or duplex) owned by Participant

1. Eligibility and Availability

To be eligible to participate in the EV Subscription Service Pilot, Participants must:

- have an active Xcel Energy service account in Minnesota with no past due bills;
- live in a single-family home, defined as a detached single family home, townhome/row house, or duplex;
- represent that the Site is owned by Participant, is located within Xcel Energy's Minnesota regulated electrical service territory, and corresponds with a Xcel Energy residential electrical account on which the EVSE will be installed;

- complete Xcel Energy-approved documentation verifying possession, through ownership or lease, of an Electric Vehicle;
- have an approved EVSE installed by Xcel Energy, or an authorized third-party independent contractor on Xcel Energy's behalf, for the exclusive use of tracking the energy used to charge an Electric Vehicle;
- have wireless internet ("Wi-Fi") service at Site;
- not be on current Residential EV Service Rate (RATE CODE A08); if Participant is already enrolled, they must unenroll for the duration of their participation on the new EV Subscription Service Pilot;
- not participate in the Residential Time of Day Service Rate (RATE CODE A02, A04); if Participant is already enrolled, they must unenroll for the duration of their participation on the new EV Subscription Service Pilot;
- not participate in the Residential EV Service Pilot (RATE CODE A80, A81);
- not participate in the Time of Use Rate Design Pilot Program; if Participant is already enrolled, they must unenroll for the duration of their participation on the new EV Subscription Service Pilot; and
- not participate in the Company's Net Metering tariffs.

2. EVSE Installation, Maintenance, and Title

- 2.1 Xcel Energy, through its network of authorized third-party independent contractors and at its expense, shall provide, install, maintain, repair or replace (collectively the "Work") the EVSE on the Site. The EVSE shall include a vehicle charging station and associated cords, electrical lines, wires, conduit, cables and equipment. Xcel Energy shall provide electric utility services to Participant, and Participant shall pay for such service consistent with the applicable electric utility tariff in force and effect. Xcel Energy, in Xcel Energy's sole discretion, shall have the right to repair, modify, or replace the EVSE at any time during the Term of this Agreement.
- 2.2 Upon completion of installation and at all times during the Term of this Agreement, ownership of and title to the EVSE shall remain with Xcel Energy. Participant shall ensure that any EVSE shall not be subject to any lien, security interest or other claim asserted by any creditor of Participant, and any sale of the Site by Participant shall not include the EVSE.
- 2.3 Participant shall maintain the connection between the EVSE and an Internet Service Provider via Wi-Fi connection for the operation of the EVSE under this Agreement. Failure to do so may result in a higher electric bill as the EVSE consumption may not be subtracted from the home's electric use. Xcel Energy will make a reasonable attempt to notify the Participant if the EVSE is not reporting electricity consumption, but it is up to the Participant to maintain the Wi-Fi connection.

3. Participant's EVSE Obligations and Duties

Throughout the Term of this Agreement:

- 3.1 Participant shall grant to Xcel Energy such access to the Site and sufficient space for locating the EVSE at the Site as may be deemed necessary or desirable by Xcel Energy for the Work. Installations must conform to the Company's specifications.
- 3.2 Unless and until the EVSE is deemed non-functional (in Xcel Energy's sole discretion), Participant hereby consents to and shall permit both Xcel Energy and any underlying EVSE manufacturer, vendor or subcontractor to the underlying manufacturer or vendor to access, collect and share with their respective parent, affiliates, subsidiaries and subcontractors all data from the EVSE with respect to vehicle charging activity, vehicle usage and technical performance (the "Data") of the vehicle and EVSE. Xcel Energy shall comply with all federal, state, and local laws, as applicable, in the access, collection, and sharing of the Data. In the event the EVSE fails to operate or otherwise requires repair, Participant shall promptly notify Xcel Energy.
- 3.3 Participant, Xcel Energy and its authorized EVSE manufacturers, vendors, and subcontractors shall comply with all applicable rules and regulations of federal, state or city regulatory agencies relating to the Work and operation of the EVSE, including environmental requirements associated therewith.
- 3.4 Participant shall maintain the area surrounding the EVSE and will promptly notify Xcel Energy of any problems related to the EVSE that Participant becomes aware of. Such maintenance includes, but is not limited to, pavement maintenance, pruning of vegetation, and snow removal. For avoidance of doubt, Participant is not responsible for the ongoing maintenance of the EVSE, itself.
- 3.5 Participant agrees to remedy minor issues that do not require qualified technicians to address, such as resetting infrequently tripped circuit breakers.
- 3.6 Participant agrees to provide access and assistance to facilitate random EVSE testing, if selected. Such cooperation may include, but not be limited to, periodic inspection of the EVSE and the addition of monitoring hardware or software at Xcel Energy's expense.
- 3.7 Participant agrees to participate in surveys and provide feedback about the Program as well as cooperate with Xcel Energy in fulfilling Xcel Energy's reporting requirements to any federal, state or local regulatory or governing entities.
- 3.8 Participant consents to receive communications from Xcel Energy relating to the Program in electronic form sent to Participant's email address.
- 3.9 If Participant, having opted into the Electric Vehicle Subscription Service Pilot Bundled Service, fails to meet any of its obligations under this Agreement, Xcel Energy may remove the EVSE. If Participant, having opted into the Electric Vehicle Subscription Service Pilot with Pre-pay Option, fails to meet any of its obligations under this

Agreement, Xcel Energy may transfer ownership of the EVSE to the Participant at no cost and move Participant back to a previous rate.

4. Pilot Term, Withdrawal, and Termination

- 4.1 This Agreement shall be effective as of the Enrollment Date by both Parties. The Term shall commence on the date when the EVSE is installed and Xcel Energy and the EVSE vendor have confirmed that the EVSE is operational. The Agreement shall continue for two (2) years (the “Term”) unless sooner terminated or extended by written agreement between the Parties.
- 4.2 All fees, rates, and charges applicable to Participant 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 Participant’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 Agreement shall be set forth on the retail electric bill of the Participant and be billed and collected similar to other retail electric charges.
- 4.3 The service hereunder shall be supplied for Participant’s use as provided in the General Rules and Regulations in the applicable Rate Schedules of Xcel Energy’s Electric Rate Book for Participant’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. Participant will not assign this Agreement except upon written consent of Xcel Energy.
- 4.4 Activations must be completed by Xcel Energy at least 5 business days prior to the start date of the Participant’s next billing cycle to become effective on that date. If activation is less than 5 days prior, Participants will become effective on the stated date of the Participant’s subsequent billing cycle.
- 4.5 At the end of the Term, Participants who are paying the Bundled Service customer charge will have the following options:
 - Participants can have the EVSE removed at no cost and move back to their previous rate;
 - Participants can purchase the EVSE from the Company for a cost equal to the undepreciated balance of the EVSE pursuant to Section 5 below and either (i) move back to their previous rate or (ii) move to any new EV charging tariff offered by the Company that is compatible with the EVSE already in place and for which the Participant is otherwise eligible;¹ and
 - Participants can have the EVSE replaced or upgraded if the Company offers a new EV Charging tariff involving a different technology for which the Participant is eligible.

Participants who paid for the EVSE upfront and are paying the Pre-Pay option service customer charge will have the following options at the end of the term:

- Participants can elect to have the Company transfer ownership of the EVSE to the Participant at no cost and either (i) move back to their previous rate or (ii)

¹ Participants moving to any new EV charging tariff offered by the Company would need to sign a new Customer Agreement.

- move to any other EV charging tariff offered by the Company that is compatible with the EVSE already in place and for which the Participant is otherwise eligible; and
- Participant can have the EVSE replaced or upgraded if the Company offers a new EV Charging tariff involving a different technology for which the Participant is eligible.
- 4.6 If Participant requests termination of the Agreement prior to the expiration of the Term for convenience, then following notification from Participant to Xcel Energy advising Xcel Energy of Participant's intent to withdraw, Xcel Energy or a Xcel Energy third-party independent contractor shall, for Participants who are paying the Bundled Service customer charge, (i) remove and take possession of the EVSE within sixty (60) days of Participant's notification at no cost to Participant, and this Agreement shall be terminated upon such removal, or (ii) the Participant can purchase the EVSE from the Company for a cost equal to the undepreciated balance of the EVSE pursuant to Section 5 below. For Participants who are paying the Pre-Pay Option service customer charge, the Company will transfer ownership of the EVSE to the Participant at no cost within sixty (60) days of Participant's notification, and this Agreement shall be terminated upon that ownership transfer. Xcel Energy or its authorized third-party independent contractor's removal and possession of the EVSE shall not include any removal or possession of Premises Wiring. All such ancillary hardware will be disconnected by Xcel Energy or its authorized third-party independent contractor and left in place at the Site.
 - 4.7 If, due to a physical relocation of the Site within Xcel Energy's regulated service territory, Participant requests to relocate the EVSE (but not to terminate the Agreement before the end of the Term), then following at least a sixty (60) days' notification from Participant to Xcel Energy advising Xcel Energy of Participant's relocation request, Participant shall thereafter exclusively utilize Xcel Energy's third-party independent contractor to install an EVSE at the new location at Participant's sole expense. Any removal and/or relocation of the EVSE at the original site shall be determined solely by Xcel Energy, utilizing Xcel Energy's third-party independent contractor. In both cases, this Agreement shall remain in effect for the remainder of the Term. Participant acknowledges that failure to utilize Xcel Energy's third-party independent contractor for EVSE installations or relocations under this Section 4.7 may result in voiding any EVSE warranty and/or maintenance support that may transfer to Participant at the end of the Term.
 - 4.8 Xcel Energy, in its sole discretion, may terminate the Agreement prior to the end of the Term, in which case Xcel Energy will provide Participants on the Bundled Service customer charge with sixty (60) days' prior written notice and the option to (i) purchase the EVSE from the Company for a cost equal to the undepreciated balance of the EVSE pursuant to Section 5 below, or (ii) have the EVSE removed at no cost to the Participant within sixty (60) days of termination. For Participants paying the Pre-Pay Option service customer charge, the Company will transfer ownership of the EVSE to the Participant at no cost. Participants may continue using the EVSE after termination, before it is purchased or removed.

5. Taxes on Sale of EVSE

- If Xcel Energy opts to sell the EVSE to Participant at the then undepreciated balance of the EVSE and Participant agrees to purchase the EVSE, then Xcel Energy will deliver to Participant a Bill of Sale for the undepreciated balance of the EVSE. Participant further agrees that, in accordance with federal and state laws in effect at the time of the sale of the EVSE from Xcel Energy to Participant: (i) Participant shall be responsible for and shall pay transfer taxes, either directly to a taxing authority or to Xcel Energy, as required by law, related to the undepreciated balance of the EVSE as stated on the Bill of Sale; and (ii) Xcel Energy agrees to complete a Form W-9, "Request for Taxpayer Identification Number and Certification" in the event of such sale.

6. Title to Equipment and Data

- At all times under this Agreement, where Xcel Energy shall own and maintain title to the EVSE, the Participant shall not make any alterations, changes or modifications to the EVSE without first securing prior written permission from Xcel Energy and/or any applicable underlying manufacturer. All rights, title and interest in the EVSE Data and related information collected from the EVSE shall also immediately vest in Xcel Energy.

Xcel Energy shall therefore have the right to use, copy, and distribute such Data and information as necessary and helpful to evaluate Electric Vehicles and Electric Vehicle supply equipment and for any other Xcel Energy business purpose. To the extent applicable, Xcel Energy shall indemnify and hold harmless the Participant from any and all claims whatsoever for the use and distribution of said Data.

7. Insurance Coverage

- Participant shall have in full force and effect a standard fire and homeowner's insurance policy with amounts sufficient to cover the full replacement cost of the Site. The Parties hereby waive any and all claims and rights of action (by way of subrogation or otherwise) against the other (and against any insurance company insuring the other Party) which may hereafter arise on account of bodily injury or damage to the EVSE or to the Site, resulting from any fire, or other perils or claims of the kind covered by standard fire and homeowner's insurance policies with extended coverage (Causes of Loss Special Form) regardless of whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties or either of them. Participant agrees that Xcel Energy self-insures against any loss or damage which could be covered by a commercial general public liability insurance policy and or a property policy. **Participant shall give written notice of this mutual waiver to each insurance company which issues insurance policies to Participant with respect to the items covered by this waiver, and shall have Participant's insurance policies properly endorsed, if necessary, to prevent the invalidation of any of the coverage provided by such insurance policies by reason of such waiver.**

8. Indemnification

- To the extent permitted by applicable law (but except to the extent waived in Section 10 below), each Party shall indemnify and hold the other Party harmless against any third-party claim of liability or loss from bodily injury (including mental or emotional or death of any person) or property damage (real, personal, tangible or intangible, including without limitation real or personal property of any third party, the EVSE and any associated EVSE hardware) resulting from or arising out of the use of the Site by the Party, its servants or agents, except however, such claims or damages as may be due to or caused by the acts or omissions of the other Party, its servants, or agents.

9. Warranty

- 9.1 Xcel Energy warrants that EVSE work performed by Xcel Energy's network of authorized third-party independent contractors will be free from defects in materials and workmanship during the term of the Agreement.

In the event that any EVSE work performed is found to be defective in either materials or workmanship, Xcel Energy shall repair or replace such defective EVSE or work. The repair or replacement of such defective work is Participant's sole and exclusive remedy under this warranty for any failure of Xcel Energy to comply with Xcel Energy's Warranty Obligations, and Xcel Energy expressly disclaims any and all other warranties including any warranties of merchantability or fitness for a particular purpose, whether expressed or implied. For avoidance of doubt, repair or replacement of non-conformities in the manner and for the period of time provided above shall constitute Xcel Energy's sole liability and Participant's exclusive remedy for failure of Xcel Energy to meet Xcel Energy's warranty obligations, whether any claims of Participant are based in contract, in tort (including negligence or strict liability), or otherwise.

- 9.2 At the end of the term of this Agreement, and should Participant opt to purchase the EVSE from Xcel Energy, then for all EVSE devices (including all associated EVSE cords and internal wiring), the sale will be as-is with no warranties, and Participant assumes sole risk and responsibility for any remaining warranty action (if any).

10. Limits of Liability

- A. Notwithstanding anything herein to the contrary, under no circumstances or legal theory, whether arising in contract, tort, strict liability, warranty, infringement or otherwise, shall either Party be liable to the other Party or any other person or entity for any indirect, consequential, secondary, incidental, special, reliance, exemplary or punitive damages, which includes but is not limited to: i) any property damage (real, personal, tangible or intangible) or personal injury (including mental or emotional distress) arising from or alleged to have arisen under this Agreement; ii) any claims or causes of action that arise or are alleged to have arisen as a result of any required space ventilation not made known in writing to Xcel Energy or Xcel Energy's authorized third-party independent contractor in writing prior to any work; iii) any damages arising or alleged to have arisen from any electrical malfunction or the repair or replacement of such malfunctioning items; or iv) any environmental claims, damage or causes of action.

- B. Under no circumstances will Xcel Energy or any Xcel Energy authorized third-party independent contractor be held liable to Participant or any other person or entity for matters involving the purchase, lease, use, non-use, or devaluation of any Electric Vehicle, plug-in hybrid vehicle or any vehicle of any nature, any EVSE or associated EVSE infrastructure when applicable codes or standards prohibit the installation or use of such vehicle or equipment. Xcel Energy will not pay for any costs incurred or damages sustained by Participant for purchasing any vehicle or equipment or otherwise in reliance upon Xcel Energy being able to provide an EVSE to Participant. Notwithstanding anything set forth in this Agreement to the contrary, under no circumstances shall Xcel Energy's total liability under this Agreement exceed the total cost of the EVSE plus installation costs made by Xcel Energy under this Agreement. This section shall survive the termination of this Agreement.

11. Miscellaneous Provisions

A. Compliance with Laws. Performance under this Agreement is subject to all valid laws and regulations of courts or regulatory bodies having jurisdiction, including compliance with the Americans With Disabilities Act, as amended, if Participant is offering the use of the EVSE to the general public.

B. Assignment. This Agreement shall not be assigned except with the prior written consent of all Parties hereto. The terms and conditions of this Agreement shall bind any permitted successors and assigns of the Parties.

C. Status of Parties. This Agreement shall not be construed as creating a partnership, joint venture, agency relationship, franchise or association, nor shall this Agreement render Xcel Energy and Participant liable as partners, co-venturers or principals. It is agreed that nothing shall operate to change or alter such relationship, except a further agreement in writing between them.

D. Severability. If any term or provision of this Agreement is held illegal or unenforceable by a court with jurisdiction over the Agreement, all other terms in this Agreement will remain in full force and the illegal or unenforceable provision shall be deemed struck. In the event that the stricken provision materially affects the rights, obligations or duties of either Party, Xcel Energy and Participant shall substitute a provision by mutual agreement that preserves the original intent of the Parties as closely as possible under applicable law.

E. Governing Law. This Agreement shall be governed by the laws of the state of Minnesota, except that the Minnesota conflict-of-law provisions shall not be invoked in order to apply the laws of any other state or jurisdiction.

F. Dispute Resolution. If any dispute arises between the Parties regarding issues of interpretation of the Agreement or the services performed pursuant to the Agreement, Participant may call an Xcel Energy representative pursuant to Section 12 below during call center hours Monday-Friday 7 a.m. to 7 p.m. If further follow-up is required, Participant shall provide Xcel Energy with written notice explaining the dispute and associated documentation. Xcel Energy will consider all disputes and respond within fifteen (15) days of receiving notice of a dispute. In the event Participant is dissatisfied

with the resolution of the dispute, Participant has the right to file an informal or formal complaint with the Commission by contacting the Minnesota Public Utilities Commission. Xcel Energy will take no other action to enforce this Agreement until any complaint filed with the Commission is resolved.

G. Public Communication. Participant agrees to cooperate with Xcel Energy in maintaining good community relations. Xcel Energy will issue all public statements, press releases, and similar publicity concerning the EVSE and the Work (including its progress, completion and characteristics). Participant shall not make, or assist anyone to make, any such statements, releases, photographs, or publicity without prior written approval of Xcel Energy.

H. Non-waiver. Xcel Energy's failure to insist on performance of any of the terms and conditions herein or to exercise any right or privilege or Xcel Energy's waiver of any breach hereunder shall not thereafter waive any of Xcel Energy's rights or privileges under this Agreement or at law. Any waiver of any specific breach shall be effective only if given expressly by Xcel Energy in writing.

I. Merger. This Agreement embodies the entire agreement between Xcel Energy and Participant. The Parties shall not be bound by or liable for any statement, writing, representation, promise, inducement or understanding not set forth above. No changes, modifications or amendments of any terms and conditions of this Agreement are valid or binding unless agreed to by the Parties in writing and signed by their authorized agents.

J. Privacy Law. Participant further acknowledges and agrees that Participant is knowingly consenting to and authorizing: i) Xcel Energy to release and share Participant's name, address, telephone number, charging data and any charging or electrical usage patterns concerning the Work with Xcel Energy's authorized third-party independent contractors, in order for the authorized third-party independent contractors to provide the EVSE to Participant; and ii) Xcel Energy's authorized third-party independent contractors to retain all of the aforementioned Participant data (following any transfer of EVSE ownership from Xcel Energy to Participant) for all EVSE warranty and maintenance support obligations only.

K. Survival. The following sections shall survive the expiration or termination of this Agreement: Section 6 (Title To Equipment And Data); Section 7 (Insurance Coverage); Section 8 (Indemnification); Section 9 (Warranty); Section 10 (Limits of Liability); Section 11 (a) (Compliance With Laws) and Section 11 (j) (Privacy Law).

12. Questions

If you have questions regarding these Program terms, please call 1-800-895-4999.

**Responses to February 1, 2019 Commission Order
(Docket No. E999/M-17-879)**

<p>a. Environmental justice, with a focus on communities disproportionately disadvantaged by traditional fossil fuel use</p>	<p>The Residential EV Subscription Service Pilot is not designed to address this issue. Other pilots in our portfolio address environmental justice more directly.</p>
<p>b. Low income access and equitable access to vehicles and charging infrastructure, which can include all-electric public transit and EV ride-sharing options</p>	<p>The Residential EV Subscription Service Pilot is not designed to address this issue. Other pilots in our portfolio address this issue more directly.</p>
<p>c. Environmental benefits, including, but not limited to carbon and other emission reductions</p>	<p>The Residential EV Subscription Service Pilot is, along with the Company’s other pilots, intended to increase the adoption of EVs over time in order to promote the environmental benefits associated with increasing penetration of EVs. The Company is engaging with MPCA, the Department, and others to determine a statewide approach to quantifying emission reductions in our EV pilot programs. We expect the MPCA to file a supplemental report in Docket No. E999/CI-17-879 quantifying the benefits of vehicle emission reductions related to EVs.</p>
<p>d. Potential economic development and employment benefits in Minnesota</p>	<p>The Residential EV Subscription Service Pilot is not designed to address this issue. We recognize that energy and transportation systems provide significant economic development and employment benefits in Minnesota, but we do not anticipate significant impacts on economic development and employment as a direct result of this pilot.</p>
<p>e. Interoperability and open charging standards</p>	<p>The Residential EV Subscription Service pilot will leverage the comprehensive vendor selection process utilized in our initial EV Service Pilot. We expect future solicitations (related to this pilot or otherwise) to consider interoperability when selecting eligible charging stations and vendors. All charging equipment will use SAE J1772 connectors, and the Company will assess compliance or use of other standards, such as Open Charge Point Protocol (OCPP) and OpenADR.</p>

f. Load management capabilities, including the use of demand response in charging equipment or vehicles	As discussed in the Key Learnings section of our Petition, we will seek to learn whether this proposed pilot and rate structure will provide appropriate signals for off-peak charging.
g. Energy and capacity requirements	Based on our assessment, we anticipate EV charging equipment in this pilot will use 407.9 MWh per year (4,079 kWh per year per customer for 100 customers). The capacity requirement is estimated to be 660 kW (6.6 kW per customer for 100 customers); however, the pilot seeks to push the capacity requirement outside of the Company’s system peak. We will learn more about these requirements over the course of the pilot.
h. Pilot expansion and/or transition to permanent status at greater scale	The Residential EV Subscription Service Pilot enables key learnings to evaluate offering this program at scale as the market matures and grows. Scaling this pilot will be contingent on how it delivers against key objectives and metrics described in our Petition.
i. Education and outreach	We discuss education and outreach related to the EV Residential Subscription Service Pilot in the Marketing and Outreach section the petition.
j. Market competitiveness/ ownership structures	The Residential EV Subscription Service Pilot is designed to provide customers with choices on charging equipment. As discussed in our Petition and illustrated on Figure 1: Ownership Model, the Company will own the charging equipment, and the customer will own the premises wiring and associated EV supply infrastructure.
k. Distribution system impacts	Given the modest scale of the pilot, the Company does not anticipate the pilot having a significant impact on the distribution system. However, the usage information gained will help inform our analysis of impacts on the distribution system at higher penetration levels of EVs.
l. Costs and benefits of the proposal	Due to the limited scope of this pilot, in terms of both total participation (limited to 100 participants) and total budget (\$201,566), we believe that a cost-benefit analysis is unnecessary at this time. Should we propose to expand this program to a greater scale, however, we intend to provide a cost-benefit analysis at that time.
m. Customer data privacy and security	The Company has designed its proposal to meet or exceed all legal requirements, which includes Commission requirements concerning data privacy and security. The Company will require all vendors to meet customer data privacy and cybersecurity requirements.
n. Evaluation metrics and reporting schedule	The evaluation and reporting plan are discussed in the Annual Reporting and Pilot Evaluation sections of our Petition.

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.

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

XCEL ENERGY MISCELLANEOUS ELECTRIC SERVICE LIST

Dated this 22nd day of February 2019

/s/

Jim Erickson
Regulatory Administrator

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
David	Aafedt	daafedt@winthrop.com	Winthrop & Weinstine, P.A.	Suite 3500, 225 South Sixth Street Minneapolis, MN 554024629	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ryan	Barlow	Ryan.Barlow@ag.state.mn.us	Office of the Attorney General-RUD	445 Minnesota Street Bremer Tower, Suite 1400 St. Paul, Minnesota 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James J.	Bertrand	james.bertrand@stinson.com	Stinson Leonard Street LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
James	Canaday	james.canaday@ag.state.mn.us	Office of the Attorney General-RUD	Suite 1400 445 Minnesota St. St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
John	Coffman	john@johncoffman.net	AARP	871 Tuxedo Blvd. St. Louis, MO 63119-2044	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1800 St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Riley	Conlin	riley.conlin@stoel.com	Stoel Rives LLP	33 S. 6th Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Corey	Conover	corey.conover@minneapolismn.gov	Minneapolis City Attorney	350 S. Fifth Street City Hall, Room 210 Minneapolis, MN 554022453	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
George	Crocker	gwillc@nawo.org	North American Water Office	PO Box 174 Lake Elmo, MN 55042	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Joseph	Dammel	joseph.dammel@ag.state.mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St. Paul, MN 55101-2131	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Ian	Dobson	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
John	Farrell	jfarrell@ilsr.org	Institute for Local Self-Reliance	1313 5th St SE #303 Minneapolis, MN 55414	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Edward	Garvey	edward.garvey@AESLconsulting.com	AESL Consulting	32 Lawton St Saint Paul, MN 55102-2617	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Janet	Gonzalez	Janet.gonzalez@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 55101	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Kimberly	Hellwig	kimberly.hellwig@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Hoppe	il23@mtn.org	Local Union 23, I.B.E.W.	932 Payne Avenue St. Paul, MN 55130	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2265 Roswell Road Suite 100 Marietta, GA 30062	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Linda	Jensen	linda.s.jensen@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota Street St. Paul, MN 551012134	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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Sarah	Johnson Phillips	sarah.phillips@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Mark J.	Kaufman	mkaufman@ibewlocal949.org	IBEW Local Union 949	12908 Nicollet Avenue South Burnsville, MN 55337	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Thomas	Koehler	TGK@IBEW160.org	Local Union #160, IBEW	2909 Anthony Ln St Anthony Village, MN 55418-3238	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	GEN_SL_Northern States Power Company dba Xcel Energy-Elec_Xcel Miscl Electric
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