

September 11, 2017

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

RE: **Comments of the Minnesota Department of Commerce, Division of Energy Resources**
Docket No. E002/M-17-532

Dear Mr. Wolf:

Attached are the comments of the Minnesota Department of Commerce, Division of Energy Resources (Department) in the following matter:

Petition for approval of Amendment No. 1 to the Power Purchase Agreement with the Hennepin Energy Recovery Center.

The Petition was filed on June 30, 2017 by:

Aakash H. Chandarana
Regional Vice President, Rates and Regulatory Affairs
Northern States Power Company
414 Nicollet Mall
Minneapolis, MN 55401

The Department recommends that the Minnesota Public Utilities Commission (Commission) **approve with modifications**. The Department is available to respond to any questions the Commission may have.

Sincerely,

/s/ STEVE RAKOW
Analyst Coordinator

SR/lt
Attachment

Before the Minnesota Public Utilities Commission

Comments of the Minnesota Department of Commerce Division of Energy Resources

Docket No. E002/M-17-532

I. INTRODUCTION

On July 29, 1986, the Minnesota Public Utilities Commission (Commission) issued its *Order Approving Electric Sale Agreement* (1986 Order) in Docket No. E002/CI-86-176. The 1986 Order approved the *Resource Recovery Electric Sale Agreement between Northern States Power Company and Hennepin Energy Resource Co., Limited Partnership* (HERC PPA). As indicated by the title of the case, the agreement was between Northern States Power Company (NSP, Xcel, or the Company) and Hennepin Energy Resource Co., Limited Partnership (HERC); the costs of the agreement have been charged to Xcel's ratepayers during the term. The HERC PPA currently has an end date of December 31, 2017.¹ However, the HERC PPA includes a seven-year extension at HERC's option, "at fair market value to NSP at the time it is offered."

On June 30, 2017, Xcel filed the *Company's Petition for Approval of Amendment No. 1 to the Power Purchase Agreement with the Hennepin Energy Recovery Center* (Petition) pursuant to Minnesota Statutes §§ 216B.1645 and 216B.164. The Petition contains the *First Amendment to the Resource Recovery Electric Sale Agreement Between Northern States Power Company and County of Hennepin* (Amendment No. 1), which includes the terms for the seven-year extension option exercised by HERC.

The Company requested that the Commission:

- approve the proposed Amendment No. 1 to extend the HERC PPA at a lower price than the current PPA; and
- approve continued cost recovery of the HERC PPA through the fuel clause adjustment (FCA).

On August 2, 2017, the Minnesota Department of Commerce, Division of Energy Resources, Energy Regulation and Planning (Department) filed comments on the proposal.

¹ According to the information in Appendix J of Xcel's petition in the Company's most recent resource plan (Docket No. E002/RP-15-21) HERC's facility has a maximum capacity of 33.7 MW and is fueled with refuse derived fuel (RDF).

On August 14, 2017, Hennepin County and Xcel filed reply comments.

On August 22, 2017, the Commission issued its *Notice of Comment Period* indicating that the following topics are open for comments due on September 11, 2017:

- If a PPA extension is not approved or otherwise in effect by December 31, 2017, what terms and conditions should govern HERC sales to Xcel Energy as of January 1, 2018 until there is a PPA extension in place?
- If the Commission were to ask Xcel Energy and HERC to further negotiate the rates and terms of the PPA extension or to go to arbitration, what specific issues and outcomes should the Commission require be addressed in such negotiations or arbitration?
- Are there other project-related issues or concerns?

Below are the supplemental comments of the Department regarding the Petition.

II. DEPARTMENT ANALYSIS

A. TERMS UNTIL EXTENSION IN PLACE

The Notice indicates that the first topic open for comment is the terms and conditions that should govern HERC sales to Xcel as of January 1, 2018 until there is a PPA extension in place. The Department recommends that the Commission use the price and terms of the HERC PPA, as modified by Amendment No. 1. These terms have been negotiated by and agreed to by Xcel and HERC and provide a reasonable benchmark until the terms of a PPA extension are approved by the Commission. Below the Department recommends approval of the terms of Amendment No. 1 subject to the condition that the Commission require Xcel to credit Minnesota ratepayers with a \$5 per kW-month credit to the FCA. The Department recommends that the condition apply to HERC sales to Xcel as of January 1, 2018 until there is a PPA extension in place.

B. ISSUES FOR FURTHER NEGOTIATIONS OR ARBITRATION

The Notice indicates that the second topic open for comment is what specific issues and outcomes should the Commission require to be addressed in negotiations or arbitration. Xcel's Petition stated that:

The contract includes a seven year extension at Hennepin County's option at "fair market value". Fair market value is not a defined term and the agreement contemplates arbitration if the parties cannot agree on an extension price.

Therefore, the Department recommends that further negotiations or arbitration be limited to defining the term “fair market value to NSP at the time it is offered” and establishing the price to be paid during the seven-year extension period.

C. OTHER ISSUES OR CONCERNS

The Notice indicates that the third topic open for comment is any other project-related issues or concerns. To help clarify the remaining issues, the Department offers the following observations regarding the reply comments of Hennepin County and Xcel.

1. Response to the Hennepin County

Hennepin County’s reply comments made four arguments in support of the proposed Amendment No. 1. The first argument was that the Hennepin Energy Recovery Center (HERC Power Plant) is an important community resource. Hennepin County’s reply comments illustrate that the HERC Power Plant provides several services to Hennepin County. However, this provision of services does not provide adequate support as to why Xcel’s customers in Pipestone, for example, should pay higher rates than Xcel’s avoided costs for energy and capacity from the HERC Power Plant. That is, information about services that the HERC Power Plant provides in addition to energy and capacity is beyond the scope of the focus of Xcel’s petition, namely whether the proposed HERC PPA “fair market value to NSP at the time it is offered” is reasonable.

The second argument is that the HERC Power Plant reduces transmission losses and avoids transmission infrastructure. Regarding line losses, the Department’s comments compared the price of the HERC PPA to Xcel’s forecasted locational marginal prices (LMP). LMP data contains an adjustment for the value of line losses. The Department agrees that replacing the HERC PPA with an alternative, long-term source, would require new transmission infrastructure. However, two facts make such an outcome unlikely. First, at the system level and at the time this offer has been made to Xcel, Minnesota typically has trapped energy and capacity—that is, more energy and capacity than can be exported by current transmission network. This fact means that extending the life of the HERC Power Plant might create transmission costs because more energy and capacity will be required to exit Minnesota. The more power that must be exported from Minnesota, the more is the need for transmission to carry that power.

The second fact is that, at the Company level there would be no necessity for a new resource if Xcel had surplus capacity on the Company’s system available to replace the capacity and energy from the HERC PPA. See Xcel’s petitions in Docket Nos. E002/M-17-530 at page 15, where Xcel stated as a fact that “the NSPM system forecasts sufficient capacity through most of the remainder of the contract” (which has a term ending in September 2028), along with similar claims in E002/M-17-531 at pages 7 to 8, and E002/M-17-551 at pages 12 to 13 where Xcel

repeatedly argued that the Company has no need to replace lost resources until major units shut down, which would be around the end of the HERC PPA extension period. In summary, there are no avoided transmission infrastructure costs attributable to the HERC PPA. In fact, extending the HERC PPA might create transmission costs.

The third argument was that Hennepin County agrees with the adjustment in Xcel's reply comment regarding double collecting capacity costs. This issue is addressed below.

The fourth argument was that HERC is a baseload unit and "must be compared to resources with similar operating characteristics in similar strategic locations." As discussed above, the LMP data discussed in this record, when reviewed in detail, demonstrate trapped energy in Minnesota. Trapped energy is an indicator of Minnesota and neighboring states having too much baseload capacity. Because baseload units must produce energy during most hours of the year—on peak and off peak – the existence of trapped energy means the value of that energy is often relatively low. The negative LMPs that appear in Minnesota each month indicate that, in addition to the paying the cost of energy, Xcel would have to pay for the privilege of running the HERC Power Plant. Therefore, the fact that the HERC Power Plant is a baseload unit is a liability rather than an asset based on facts that currently exist, at the time this resource is being offered to Xcel.

2. Response to Xcel

Xcel made several arguments supporting the proposed Amendment No. 1. The first argument was that:

...our decision to negotiate the revised PPA with HERC was driven, in large part, by our interest in limiting the risk associated with a binding arbitration. In particular, we were concerned that an arbitrator could determine that "fair market value" means something significantly higher than the price reflected in our current petition. Our negotiated resolution—if approved by the Commission—avoids that risk and should be evaluated in that light.

Xcel also argues that "an arbitrator's definition of 'fair market value' may not match ours or the Department's as discussed above." The Department agrees with Xcel that avoiding binding arbitration is a reasonable goal and that an arbitrator may adopt a differing definition of fair market value. However, avoiding binding arbitration is not a goal to be pursued at any price. The price for avoiding arbitration that Xcel offered in the original Petition was not reasonable. However, Xcel's reply comments make a substantial movement towards a reasonable outcome. At this time, it is possible to modify Xcel's proposal so as to create a reasonable outcome for the Company's ratepayers. See below for the additional modifications necessary.

The second argument repeats arguments in Xcel's Petition that, when compared to the original PPA, the pricing in the extension period will save ratepayers' money. The Department's comments addressed this argument and the Department's views of the validity of the comparison have not changed. In essence, there is no reason to believe that prices established in the 1980s reflect today's fair market value for the extension period as required by the HERC PPA.

The third argument is that Xcel is willing to net approximately \$6.2 million (Minnesota Jurisdiction) out of the fuel clause adjustment (FCA) recovery in 2017 to address concerns regarding double recovery. This adjustment addresses the Department's concerns for 2017. Regarding the extension period, Xcel argues that:

The Department also indicated that if the Commission approves the amendment with the all-in pricing, the energy-related costs should be recovered through the FCA, and demand charges recovered through base rates. We respectfully oppose this recommendation. It is not uncommon for our contracts to have all-in pricing terms. In fact, nearly all of our wind and solar contracts (which contain energy and capacity components) are structured this way and it is the norm in the industry as a whole. Also of note is that the HERC facility is, by necessity, offered to the market as a must-run unit. Thus, a pricing structure similar to what we use for other nondispatchable energy sources (wind, solar and other existing biomass facilities), makes sense here as well.

In response, the Department notes that wind and solar contracts are renewable and only a fraction of the installed capacity is counted towards reliability needs. The HERC Power Plant is not renewable and has the full unforced capacity (UCAP) value counted towards reliability needs. Further, the Department notes Hennepin County's argument that the HERC PPA should be considered to be a baseload unit (not an interruptible wind or solar unit). In summary, the capacity value is an important feature of the HERC PPA, was priced separately in the past, and Xcel offers no compelling evidence that capacity has suddenly lost value. Therefore, the Department continues to recommend that, for the extension period, the Commission require Xcel to recover the energy-related costs through the FCA and the capacity related costs through base rates. Xcel's most recent resource plan calculated the avoid capacity cost of generic combustion turbine; see Table 7 on page 15 of Appendix J of Xcel's petition in Docket No. E002/RP-15-21. Based upon this information, the Department recommends that the Commission determine the capacity value to be \$5 per kW-month for the duration of the extension period and that such costs are to be recovered through base rates.

The fourth argument clarifies that the condition precedent clause “does not have any bearing on cost recovery nor does it obligate Minnesota customers to anything different or additional if North Dakota does not approve of our proposal.” The Department appreciates Xcel’s clarification that the Company will not seek to recover North Dakota’s share of the HERC PPA costs from Minnesota customers. To ensure that the language reflects Xcel’s stated intentions, the Department recommends that the condition precedent clause be revised to state as follows for the Minnesota jurisdiction:

This First Amendment shall not take effect until the Minnesota Public Utilities Commission (“MPUC”) approval is received for this First Amendment. ~~For purposes of this First Amendment, “PUC Approval” means a written order of the Minnesota (“MN”) PUC and/or an advance determination of prudence from the North Dakota Public Service Commission (“ND PSC”), which alone or in combination~~ makes an affirmative determination that all Minnesota jurisdictional costs incurred under this First Amendment are recoverable from NSP’s retail customers pursuant to applicable law, subject only to the requirement that the MN PUC ~~and ND PSC (as applicable)~~ retain ongoing prudency review of NSP’s performance and administration of this Agreement.

Xcel may choose to include separate language for the North Dakota Public Service Commission if Xcel intends to request recovery of the North Dakota jurisdictional costs from the ND PSC.

III. DEPARTMENT RECOMMENDATION

The Department recommends that the Commission approve the Petition as revised by Xcel to include a \$6.2 million (Minnesota Jurisdiction) credit to the fuel clause adjustment (FCA) recovery in 2017 to address concerns regarding double recovery of capacity costs in 2017. In addition, the Department recommends that the Commission require Xcel to credit Minnesota ratepayers with a \$5 per kW-month credit to the FCA beginning January 1, 2018 for the duration of the extension period to reflect that only energy costs may be recovered in the FCA for projects that do not qualify for Xcel’s biomass requirement, wind requirement or Minnesota’s Renewable Energy Standard and indicate that the capacity costs must be recovered by Xcel through base rates in the Company’s subsequent rate case.

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CERTIFICATE OF SERVICE

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce
Comments**

Docket No. E002/M-17-532

Dated this 11th day of September 2017

/s/Sharon Ferguson

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	OFF_SL_17-532_M-17-532
David	Amster Olzweski	david@mysunshare.com	SunShare, LLC	1774 Platte St Denver, CO 80202	Electronic Service	No	OFF_SL_17-532_M-17-532
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	Yes	OFF_SL_17-532_M-17-532
Christopher	Anderson	canderson@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022191	Electronic Service	No	OFF_SL_17-532_M-17-532
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	OFF_SL_17-532_M-17-532
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	OFF_SL_17-532_M-17-532
James J.	Bertrand	james.bertrand@stinson.com	Stinson Leonard Street LLP	150 South Fifth Street, Suite 2300 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532
William A.	Blazar	bblazar@mnychamber.com	Minnesota Chamber Of Commerce	Suite 1500 400 Robert Street North St. Paul, MN 55101	Electronic Service	No	OFF_SL_17-532_M-17-532
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	OFF_SL_17-532_M-17-532
Jeanne	Cochran	Jeanne.Cochran@state.mn.us	Office of Administrative Hearings	P.O. Box 64620 St. Paul, MN 55164-0620	Electronic Service	No	OFF_SL_17-532_M-17-532

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
John	Coffman	john@johncoffman.net	AARP	871 Tuxedo Blvd. St. Louis, MO 63119-2044	Electronic Service	No	OFF_SL_17-532_M-17-532
Corey	Conover	corey.conover@minneapolismn.gov	Minneapolis City Attorney	350 S. Fifth Street City Hall, Room 210 Minneapolis, MN 554022453	Electronic Service	No	OFF_SL_17-532_M-17-532
Carl	Cronin	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_17-532_M-17-532
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	OFF_SL_17-532_M-17-532
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	Yes	OFF_SL_17-532_M-17-532
John	Farrell	jfarrell@ilsr.org	Institute for Local Self-Reliance	1313 5th St SE #303 Minneapolis, MN 55414	Electronic Service	No	OFF_SL_17-532_M-17-532
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_17-532_M-17-532
Stephen	Fogel	Stephen.E.Fogel@XcelEnergy.com	Xcel Energy Services, Inc.	816 Congress Ave, Suite 1650 Austin, TX 78701	Electronic Service	No	OFF_SL_17-532_M-17-532
Edward	Garvey	edward.garvey@AESLconsulting.com	AESL Consulting	32 Lawton St Saint Paul, MN 55102-2617	Electronic Service	No	OFF_SL_17-532_M-17-532
Janet	Gonzalez	Janet.gonzalez@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 55101	Electronic Service	No	OFF_SL_17-532_M-17-532

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Kimberly	Hellwig	kimberly.hellwig@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532
Michael	Hoppe	il23@mtn.org	Local Union 23, I.B.E.W.	932 Payne Avenue St. Paul, MN 55130	Electronic Service	No	OFF_SL_17-532_M-17-532
Julia	Jazynka	jjazynka@energyfreedomcoalition.com	Energy Freedom Coalition of America	101 Constitution Ave NW Ste 525 East Washington, DC 20001	Electronic Service	No	OFF_SL_17-532_M-17-532
Alan	Jenkins	aj@jenkinsatlaw.com	Jenkins at Law	2265 Roswell Road Suite 100 Marietta, GA 30062	Electronic Service	No	OFF_SL_17-532_M-17-532
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	OFF_SL_17-532_M-17-532
Richard	Johnson	Rick.Johnson@lawmoss.com	Moss & Barnett	150 S. 5th Street Suite 1200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532
Sarah	Johnson Phillips	sjphillips@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532
Mark J.	Kaufman	mkaufman@ibewlocal949.org	IBEW Local Union 949	12908 Nicollet Avenue South Burnsville, MN 55337	Electronic Service	No	OFF_SL_17-532_M-17-532
Thomas	Koehler	TGK@IBEW160.org	Local Union #160, IBEW	2909 Anthony Ln St Anthony Village, MN 55418-3238	Electronic Service	No	OFF_SL_17-532_M-17-532

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532
Peder	Larson	plarson@larkinhoffman.com	Larkin Hoffman Daly & Lindgren, Ltd.	8300 Norman Center Drive Suite 1000 Bloomington, MN 55437	Electronic Service	No	OFF_SL_17-532_M-17-532
Douglas	Larson	dlarson@dakotaelectric.com	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	OFF_SL_17-532_M-17-532
Paula	Maccabee	Pmaccabee@justchangela.w.com	Just Change Law Offices	1961 Selby Ave Saint Paul, MN 55104	Electronic Service	No	OFF_SL_17-532_M-17-532
Peter	Madsen	peter.madsen@ag.state.mn.us	Office of the Attorney General-DOC	Bremer Tower, Suite 1800 445 Minnesota Street St. Paul, Minnesota 55101	Electronic Service	No	OFF_SL_17-532_M-17-532
Kavita	Maini	kmaini@wi.rr.com	KM Energy Consulting LLC	961 N Lost Woods Rd Oconomowoc, WI 53066	Electronic Service	No	OFF_SL_17-532_M-17-532
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Electronic Service	No	OFF_SL_17-532_M-17-532
Joseph	Meyer	joseph.meyer@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	OFF_SL_17-532_M-17-532
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	No	OFF_SL_17-532_M-17-532
Andrew	Moratzka	andrew.moratzka@stoel.com	Stoel Rives LLP	33 South Sixth St Ste 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
David	Niles	david.niles@avantenergy.com	Minnesota Municipal Power Agency	220 South Sixth Street Suite 1300 Minneapolis, Minnesota 55402	Electronic Service	No	OFF_SL_17-532_M-17-532
Carol A.	Overland	overland@legalelectric.org	Legalelectric - Overland Law Office	1110 West Avenue Red Wing, MN 55066	Electronic Service	No	OFF_SL_17-532_M-17-532
Jeff	Oxley	jeff.oxley@state.mn.us	Office of Administrative Hearings	600 North Robert Street St. Paul, MN 55101	Electronic Service	No	OFF_SL_17-532_M-17-532
Kevin	Reuther	kreuther@mncenter.org	MN Center for Environmental Advocacy	26 E Exchange St, Ste 206 St. Paul, MN 551011667	Electronic Service	No	OFF_SL_17-532_M-17-532
Amanda	Rome	amanda.rome@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 5 Minneapolis, MN 55401	Electronic Service	No	OFF_SL_17-532_M-17-532
Richard	Savelkoul	rsavelkoul@martinsquires.com	Martin & Squires, P.A.	332 Minnesota Street Ste W2750 St. Paul, MN 55101	Electronic Service	No	OFF_SL_17-532_M-17-532
Inga	Schuchard	ischuchard@larkinhoffman.com	Larkin Hoffman	8300 Norman Center Drive Suite 1000 Minneapolis, MN 55437	Electronic Service	No	OFF_SL_17-532_M-17-532
Zeviel	Simpser	zsimpser@briggs.com	Briggs and Morgan PA	2200 IDS Center80 South Eighth Street Minneapolis, MN 554022157	Electronic Service	No	OFF_SL_17-532_M-17-532
Ken	Smith	ken.smith@districtenergy.com	District Energy St. Paul Inc.	76 W Kellogg Blvd St. Paul, MN 55102	Electronic Service	No	OFF_SL_17-532_M-17-532

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Byron E.	Starns	byron.starns@stinson.com	Stinson Leonard Street LLP	150 South 5th Street Suite 2300 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532
James M.	Strommen	jstrommen@kennedy-graven.com	Kennedy & Graven, Chartered	470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532
Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	OFF_SL_17-532_M-17-532
Lisa	Veith	lisa.veith@ci.stpaul.mn.us	City of St. Paul	400 City Hall and Courthouse 15 West Kellogg Blvd. St. Paul, MN 55102	Electronic Service	No	OFF_SL_17-532_M-17-532
Joseph	Windler	jwindler@winthrop.com	Winthrop & Weinstine	225 South Sixth Street, Suite 3500 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532
Cam	Winton	cwinton@mnchamber.com	Minnesota Chamber of Commerce	400 Robert Street North Suite 1500 St. Paul, Minnesota 55101	Electronic Service	No	OFF_SL_17-532_M-17-532
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_17-532_M-17-532
Patrick	Zomer	Patrick.Zomer@lawmoss.com	Moss & Barnett a Professional Association	150 S. 5th Street, #1200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_17-532_M-17-532