



RECEIVED

414 Nicollet Mall
Minneapolis, Minnesota 55401

JAN 11 2010

January 8, 2010

PUBLIC SERVICE COMMISSION

**PUBLIC DOCUMENT
TRADE SECRET DATA HAS BEEN EXCISED**

—VIA ELECTRONIC FILING—

Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101

RE: COMPLIANCE FILING – UPDATED
CELLNET DISPUTE RESOLUTION
DOCKET NO. G-002/CI-08-871

Dear Dr. Haar:

Northern States Power Company, a Minnesota corporation (“Xcel Energy” or the “Company”) submits this updated filing of the Company’s final resolution of its dispute resolution process with Cellnet Technology Midwest, Inc. (“Cellnet”) to the Minnesota Public Utilities Commission (the “Commission”) in accordance with the Commission’s October 26, 2009 ORDER REQUIRING REFUND AND OTHER MEASURES TO ADDRESS ISSUES IDENTIFIED IN INVESTIGATION in the above-referenced Docket. We outline below key provisions of the resolution we reached with Cellnet, and proposed disposition of any proceeds.

BACKGROUND

Our dispute with Cellnet stemmed from a mechanical failure of Cellnet’s 1074 v.2 model Automated Meter Reading (“AMR”) module, largely occurring during the 2007-2008 heating season (the “1074 failure”). This systemic 1074 failure resulted in the Company underbilling affected customers for the natural gas they consumed during the module failure period, and the Commission opening this Docket. To remediate the 1074 failure, during 2008, Cellnet largely repaired and/or replaced the approximately 64,500 1074 v.2 AMR modules that had been installed in Minnesota.¹

¹ A small number of 1074 v.2 AMR modules remained into early 2009 due to customer access issues.

On August 1, 2008, the Commission issued a Notice directing Xcel Energy to file a rebilling plan and to respond to a series of questions related to the 1074 failures. On August 21, 2008, the Company filed a Petition seeking approval to rebill affected customers and providing responses to the questions contained in the Commission's Notice.

On March 6, 2009, the Company filed an Amended Petition and Proposed Resolution proposing to:

- Rebill and issue service quality credits to affected customers;
- Make adjustments to our natural gas true-up;
- Forgo any future cost recovery of remediation costs;
- Return to customers their share of any future damages received from Cellnet;
- Improve customer communications and billing; and
- Work with parties to implement ongoing service quality monitoring and reporting.

In our Amended Petition, we additionally noted a newly identified module failure issue affecting our 5-Dial commercial customers (the "5-Dial failure"), identifying that resolution of this type of AMR module failure may require resolution in a manner similar to what we had proposed for the 1074 failure. We note that while this 5-Dial issue was later determined to also be systemic, it only affected the billing of approximately 410 of the 6,800 total Minnesota 5-Dial meter population.

On July 15, 2009, the Company filed a request to withdraw its March 6, 2009 proposed rebilling plan and resolution and stated its intent not to rebill customers affected by the 1074 failure. On October 26, 2009, the Commission issued its Order accepting the Company's withdrawal request. The Company did not seek to rebill customers affected by the 5-Dial failure, and instead treated these customers the same as other customers whose billing had been impacted by either the 1074 failure or other module failures occurring during the same timeframe.

During the time since our identification of the 1074 failure in early 2008, we have developed and implemented numerous process and system improvements to detect and remedy AMR module and meter issues more quickly for our customers, as well as improve our customer billing services. We have detailed these improvements in various filings in this Docket, and for reference, further highlight a few of these improvements below:

- Streamlined cancel/rebill customer billing statement that significantly improves customer understanding of corrected bills by presenting the information on a instead of multiple, billing statement;

- Daily Work Management meter/module issue identification process that uses daily AMR usage information to identify unusual customer consumption patterns that may indicate a meter or AMR module issue; and
- External Revenue Cycle process review by Global Enterprise Managers, LLC (“GEM”) that reviewed our processes from the time a meter arrives in Xcel Energy inventory to the point that customers’ energy payments are applied to their accounts;

We initiated our dispute resolution process with Cellnet in March 2009. At that time, talks with Cellnet focused primarily on the 1074 failure issue. In June 2009, we added the 5-Dial failure to our ongoing discussions with Cellnet. We signed a settlement with Cellnet of both issues on November 3, 2009.

On December 18, 2009, the Company originally filed its summary of the dispute resolution in compliance with the Commission’s October 26, 2009 Order. Subsequently, we reviewed the scope of “trade secret” data designated in the December 18, 2009 filing in an effort to disclose more details in the public version of the filing. This updated version of our filing is the result of that effort, and contains some changes to the wording of the following section to facilitate greater public disclosure of the dispute resolution terms.

SUMMARY OF DISPUTE RESOLUTION

While we have already implemented numerous metering and billing service improvements, our objective in entering the dispute resolution process with Cellnet was to ensure a consistently high level of service for those meter reading functions that Cellnet provides to the Company, as well as ensuring Cellnet’s financial responsibility for AMR the 1074 and 5-Dial module issues. We believe that this would in turn facilitate an increase in the level of service we are able to provide our customers.

We believe our resolution with Cellnet effectively resolves both the 1074 and 5-Dial module issues by:

- Improving service to our customers through process improvements;
- Ensuring that Cellnet would not charge the Company for necessary upgrade of the 1074 modules or the resolution of the 5-Dial module issues.; and
- Providing a financial remedy to the Company that we believe partially offsets incremental costs we incurred as a result of the module failures.

We outline below responses to the specific areas provided for in the Commission’s October 26, 2009 ORDER, and provide the Settlement Agreement and corresponding Change Order No. 009 (collectively, the “Resolution”) as Attachment A to this filing.

A. Equipment Remediation

The Resolution solidifies Cellnet's commitment to absorb the costs of the 1074 v.2 failure remediation that was effectively completed as of December 31, 2008. For the 5-Dial issue, the Resolution provides for [TRADE SECRET DATA BEGINS

TRADE SECRET ENDS] 5-Dial AMR modules within five months of the [TRADE SECRET BEGINS TRADE SECRET ENDS].²

B. Process Improvements

The Resolution provides numerous, specific process improvement provisions via Change Order No. 009 to our current Cellnet Agreement, which we provide as Attachment A to this filing. These service improvements are expected to generally improve the timeliness and quality of our identification and remedy of meter and/or AMR module issues. We highlight several of these service improvements below:

Network verification. Provides for AMR module maintenance process improvements to rule out network communication issues prior to replacement. We expect this process to reduce premature equipment replacement.

Field work verification. Improves the quality assurance process by performing a specific, post-install check of the meter reading data provided by certain newly-installed modules to ensure they are performing as expected. We expect this improvement to better ensure that equipment issues affecting our customers are not perpetuated and are resolved in a timely manner.

Enhanced Returned Materials Analysis. Provides additional Cellnet engineering resource assignment to this existing process. We expect this incremental resource to result in improved reporting of AMR module issue test results and root cause determinations, improved communication of overall and Xcel Energy-specific AMR product performance trends, and specific recommendations.

Lost Meter identification. Establishes mutual performance goals for meters that are "heard" by the Cellnet network, but for some reason, their location and service point have not been associated in Xcel Energy's information systems. We expect this Cellnet resource commitment will result in more timely provision of affected customer bills.

Product evaluation. Establishes a Cellnet commitment to conduct increased evaluation of new AMR equipment and designs. We expect this commitment to provide increased and continuous evaluation of new and emerging equipment designs that would improve the interface between our meters and Cellnet's AMR modules.

² [TRADE SECRET DATA BEGINS

Service quality metrics. Establishes a Cellnet commitment to create maintenance-related service quality measures that complement the current volumetric and time-based measures contained in our current Cellnet Agreement.

Field testing of Cellnet's rural AMR solution. Establishes a Cellnet commitment to allow and participate in specific Xcel Energy field testing of their 2-way AMR solution for rural areas, prior to full implementation.

C. Financial Remedy

The Resolution also provides the Company with [TRADE SECRET BEGINS
TRADE SECRET ENDS] in credits that Cellnet will apply to Xcel Energy bills occurring in 2009.

PROPOSED DISPOSITION OF ANY PROCEEDS

The Resolution resulted in several process improvements and service commitments that will improve the service we receive from Cellnet, which will, in turn, assist us in continuing to improve the service we provide our customers. The Resolution also provides for a [TRADE SECRET BEGINS
TRADE SECRET ENDS] bill credit that the Company will receive from Cellnet in 2009, providing a balanced settlement of financial compensation and service improvements.

While we acknowledge that affected customers were inconvenienced as a result of the AMR module failures, we believe that the outcome of our July 15, 2009 rebilling withdrawal, which included foregoing margins and recovery of associated gas costs, provided a reasonable remedy for customers in this case. Further, the service improvement outcomes in this Docket combined with the additional benefits offered through the Resolution provide improved service to all customers.

In conclusion, we request that the Company retain the full [TRADE SECRET
BEGINS
TRADE SECRET ENDS] bill credit, as this outcome will provide a reasonable allocation of the benefits of our recent Resolution.

TRADE SECRET DATA JUSTIFICATION

The attached Agreement and Change Order between Xcel Energy and Cellnet contains "trade secret" information as defined by Minn. Stat. §13.37(1)(b). Specifically, the Agreement and Change Order memorialize the negotiated terms between the parties resulting in the resolution of the dispute and the avoidance of litigation.

These negotiated terms are unique, reflecting compromises and remedies that are not otherwise known or available to third parties. For this reason, the marked information derives independent economic value from not being generally known or readily ascertainable by others who could obtain a financial advantage from its use.

Additionally, these negotiated terms are of economic value to Xcel Energy and Cellnet.

The public disclosure of these negotiated terms could compromise their value for either party. Based on its economic value, Xcel Energy and Cellnet have contractually agreed to maintain this information as confidential. These facts support the treatment of the contract as “trade secret” under the Minnesota Data Practices Act.

We have served a copy on all parties on the attached service list.

Please contact Jody Londo at jody.l.londo@xcelenergy.com or (612) 330-5601 or me at allen.d.krug@xcelenergy.com or (612) 330-6270 if you have questions or would like any additional information.

SINCERELY,

/s/

ALLEN D. KRUG
MANAGING DIRECTOR
GOVERNMENT AND REGULATORY AFFAIRS

Enclosure

c: Service List

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT (this “**Agreement**”), dated this 2nd day of November, 2009 (the “**Effective Date**”), is by and among: (i) Northern States Power Company, a Minnesota corporation (“**NSP Minnesota**”), and Northern States Power Company, a Wisconsin corporation (“**NSP Wisconsin**” and, together with NSP Minnesota, collectively, “**NSP**”), (ii) Cellnet Technology Midwest, Inc., a Delaware corporation (“**Cellnet**”), and (iii) in their role as guarantors, Cellnet Innovations, Inc., a Delaware corporation and Cellnet Technology, Inc., a Delaware corporation (collectively, the “**Cellnet Guarantors**”). This Agreement is a full and final settlement of certain claims under or related to that certain AMR Agreement, dated as of December 22, 2006, as amended (the AMR Agreement, as amended by Change Orders 001 through 009, the “**AMR Agreement**”), relating to NSP’s claims arising out of Cellnet’s installation of, and alleged defects in, certain residential and commercial gas modules as further described herein. Unless otherwise defined herein, initially capitalized terms will have the meanings ascribed to such terms in Exhibit A to the AMR Agreement.

WHEREAS, under the AMR Agreement NSP engaged Cellnet to, among other things, deploy and manage an automated meter reading network for NSP’s gas and electric meters in parts of the service territories of NSP Minnesota and NSP Wisconsin and to provide automated meter reading services to NSP for such meters;

WHEREAS, on November 21, 2008, the parties executed Change Order 006 to AMR Agreement (“**Change Order 006**”) under which Cellnet agreed to, among other things, implement a “**Remediation Plan**” to replace or retrofit certain American Residential Gas 56-1074 MIUs (defined in Change Order 006 as the “**Original MIUs**”);

WHEREAS, as part of Change Order 006, each party expressly reserved all rights to seek any additional remedies it may have had under the AMR Agreement or otherwise with respect to the Original MIUs or the Remediation Plan; provided, however, if a party sought additional remedies or damages through litigation or other adversarial proceeding (after trying to resolve the dispute through mediation under Section 21.16.2 of the AMR Agreement), then the other party could void all or any portion of Change Order 006;

WHEREAS, on March 20, 2009, NSP referred the dispute regarding the Original MIUs to the parties’ Project Managers, as authorized under Section 21.16.1 of the AMR Agreement and Change Order 006;

WHEREAS, in addition, on June 23, 2009, NSP referred to the parties’ Project Managers, as authorized under Section 21.16.1 of the AMR Agreement, certain disputes relating to alleged defects in Cellnet’s commercial gas MIUs (the “**Five-Dial MIUs**”) for NSP’s five-dial gas diaphragm Automated Meters with Cellnet MIUs that incorporate Badger pulsers that are mounted on the index cover (the “**Five-Dial Meters**”);

WHEREAS, as a result of these dispute resolution proceedings, the parties have agreed to a full and final settlement with respect to claims related to the Original MIUs, the Updated MIUs (as defined in Change Order 006) and the Five-Dial MIUs as further set forth herein and to modify certain provisions in the AMR Agreement, as set forth in Change Order 009 to the AMR Agreement, in substantially the form attached hereto as Exhibit A (“**Change Order 009**”); and

WHEREAS, as part of Change Order 009, the parties have agreed to implement a process by which a [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] solution for the Five-Dial Meters and Five-Dial MIUs will [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS].

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. No Admission of Liability. Each of the parties acknowledges and agrees that this Agreement, including all provisions contained herein, and Change Order 009 and any action taken by any party with regard to this Agreement or Change Order 009, are a commercial accommodation and will not constitute and will not be construed as an admission by any party of any liability nor as an admission by either party that the actions taken under Change Order 009 or Change 006 were or were not originally required under the AMR Agreement.

2. Settlement Credit. Effective upon execution of this Agreement and Change Order 009, NSP will be entitled to receive a credit of [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] (the "Settlement Credit") that can be used to offset any fees due and owing to Cellnet under the AMR Agreement. The parties contemplate that NSP will use the entire Settlement Credit to offset payments due to Cellnet for services rendered in the 2009 calendar year. If NSP fails to utilize the Settlement Credit in the 2009 calendar year, it shall have the option to either: (a) use the unused portion of the Settlement Credit in the 2010 calendar year, or (b) receive payment from Cellnet for any portion of the Settlement Credit not utilized on or before December 31, 2009.

3. Execution of Change Order 009. The execution of Change Order 009 will be a condition precedent to each party's obligations and releases under this Agreement. If the parties fail to execute Change Order 009, NSP's and Cellnet's obligations hereunder will be void and of no further force and effect.

4. Original MIUs; Updated MIUs; Remediation Plan.

(a) Release of Cellnet and the Cellnet Guarantors by NSP. Subject to Section 3, NSP Minnesota and NSP Wisconsin, on behalf of themselves and each of their respective present, future and former subsidiaries, parent entities, affiliates (including without limitation, Xcel Energy Services Inc.), directors, officers, shareholders, agents, attorneys, insurers, representatives, employees, successors and assigns (each a "NSP Party" and, collectively, the "NSP Parties") hereby knowingly and voluntarily release and forever discharge Cellnet and the Cellnet Guarantors, and all of their respective present, future and former subsidiaries, parent entities, affiliates, directors, officers, shareholders, agents, attorneys, insurers, representatives, employees, successors and assigns (each a "Cellnet Party" and collectively, the "Cellnet Parties") from any and all claims, controversies, actions, causes of action, cross-claims, counter-claims, demands, debts, compensatory damages, liquidated damages, indirect damages, punitive or exemplary damages, other damages, claims for lost revenues, costs and attorneys' fees and

liabilities of any nature whatsoever, in law or in equity, in tort, in contract or pursuant to statute, regardless of legal theory (collectively, “**Claims**”) arising out of or relating to the Remediation Plan and any and all defects and failures of the Original MIUs and the Updated MIUs occurring on prior to the Effective Date. Notwithstanding the foregoing, if there are defects or failures in the Original MIUs and the Updated MIUs that may have occurred on or before the Effective Date but only become known to NSP after the Effective Date, then Cellnet will continue to have the obligation to repair or replace such defects as required under the terms of the Agreement.

(b) Release of NSP by Cellnet and the Cellnet Guarantors. Subject to Section 3, Cellnet and the Cellnet Guarantors, on behalf of themselves and each of the other Cellnet Parties, hereby knowingly and voluntarily release and forever discharge the NSP Parties, from any and all Claims arising out of or relating to the Original MIUs and the Remediation Plan, including, without limitation, any Claims that Cellnet may have that it is entitled to [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS].

5. Five-Dial MIUs.

(a) NSP’s Five Dial Release of Cellnet and the Cellnet Guarantors. Subject to Section 3, NSP Minnesota and NSP Wisconsin for and on behalf of themselves and the other NSP Parties hereby knowingly and voluntarily release and forever discharge the Cellnet Parties from and against any and all Claims that NSP may have in connection with the Five-Dial MIU and Five-Dial Meter dispute that lead to [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS] (except with respect to the Claims that are not Released Claims under Section 6), including Claims relating to: [TRADE SECRET DATA BEGINS

ENDS]

TRADE SECRET DATA

(b) Cellnet's Five-Dial Release of NSP. Subject to Section 3, Cellnet for and on behalf of the Cellnet Parties hereby knowingly and voluntarily release and forever discharge the NSP Parties from and against any and all Claims that Cellnet may have with respect to the Five-Dial MIU and Five-Dial Meter dispute that lead to [TRADE SECRET DATA BEGINS
TRADE SECRET DATA ENDS] (except with respect to the Claims that are not Released Claims under Section 6) and Cellnet's agreement to implement [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS].

6. Claims and Defenses Not Released or Waived. The release of Claims under Sections 4 and 5 hereunder (collectively, the "**Released Claims**") will not limit, and each party preserves any and all rights, remedies and defenses available to it under the AMR Agreement, at law and in equity that do not relate to the Released Claims, including, without limitation any and all Claims and related defenses relating to (or calling for): [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS]

7. Waiver. It is expressly understood and agreed by each of the parties hereto that the releases herein given are intended to be and are full, complete and general releases of all Released Claims and that the general releases herein given are intended to cover Claims of all types relating to the Released Claims, whether arising under common law or under the statutes or regulations of (a) states or similar jurisdictions of the United States, or any county, city or governmental agent thereof, (b) the United States or any government agency thereof, or (c) any foreign country or government agency or political subdivision thereof. In signing this Agreement, each party acknowledges and intends that this Agreement will be effective as a bar

to each and every one of the Released Claims mentioned or implied. Each party acknowledges and agrees that this waiver is an essential and material term of this Agreement. Each party therefore agrees that in the event a Released Claim is brought seeking damages against any released party in violation of the terms of this Agreement, this Agreement will serve as a complete defense to such Released Claims.

8. Representations. Each of the parties hereto represents and warrants that: (a) it has the authority to enter into this Agreement and that it has not sold, assigned, granted or transferred to any other person or entity any chose in action, interest, demand or cause of action relating to the Released Claims, (b) it has not initiated, either directly or otherwise, any claim, suit, action, complaint or other demand relating to the Released Claims, (c) no other person or entity has an interest in the Released Claims, and (d) it has carefully read and fully understands all of the provisions of this Agreement, that it has been given the opportunity to fully discuss the contents of this Agreement with independent counsel of its choice and has done so and, by executing this Agreement, it is relying entirely on its own judgment and advice of its legal counsel and not upon any representation, statement or promise not otherwise set forth in this Agreement and that it has entered into this Agreement voluntarily, without duress or coercion, and have done so with the full advice of legal counsel. NSP agrees to indemnify, defend and hold harmless the Cellnet Parties against any claim, demand, debt, loss, obligation, liability, cost, expense (including reasonable attorney fees), right of action or cause of action (“**Liability**”) based on, arising out of or in connection with any material breach of any representation contained in this Section 8. Cellnet and the Cellnet Guarantors agree to indemnify, defend and hold harmless the NSP Parties against any Liability based on, arising out of or in connection with any material breach of any representation contained in this Section 8. The Cellnet Guarantors acknowledge that their obligations as Guarantors extend to acting to guarantee Cellnet’s indemnification obligations under this Section 8.

9. Disclosure of the Agreement. Cellnet and the Cellnet Guarantors understand and agree that NSP may deem it necessary or appropriate to disclose this Agreement and Change Order 009 to the Minnesota Public Utilities Commission and other interested Governmental Authority without Cellnet’s or the Cellnet Guarantors’ prior written consent; provided, however, NSP will give prior written notice of this disclosure and will use commercially reasonable efforts to protect the confidentiality of this Agreement and Change Order, including by seeking trade secret protection.

10. Miscellaneous.

(a) This Agreement, together with Change Order 009, embodies the complete agreement and understanding between the parties hereto with respect to the subject matter hereof, and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, regarding the subject matter hereof. Unless expressly set forth herein or in Change Order 009, nothing in this Agreement shall amend, modify or supersede the AMR Agreement.

(b) The parties hereto agree that the provisions of this Agreement may not be amended, changed or modified except by an instrument in writing signed by all of the parties.

(c) No waiver of any term or condition of this Agreement will be binding unless it is in a writing signed by the waiving party. The failure of either party to require the performance of any terms or conditions of this Agreement or the waiver by either party of any breach under this Agreement will not govern a subsequent enforcement of such terms, nor be deemed a waiver of any subsequent breach.

(d) This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Minnesota, without regard to its conflict of law rules. The Parties hereby consent to the exclusive jurisdiction and venue of the United States Federal District Court of Minnesota and the state courts located Hennepin County, Minnesota, and covenant not to bring an action in any other court.

(e) This Agreement and the provisions herein will inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors, assigns, heirs, executors and administrators. No party will have any right to assign any of its rights or obligations hereunder except with the prior written consent of the other party(ies) hereto.

(f) If any provision of this Agreement is held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision herein, all of which will remain valid.

(g) If any legal action or other legal proceeding relating to this Agreement or the enforcement or validity of any provision of this Agreement is brought against either party to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and disbursements (in addition to such other relief to which the prevailing party may be entitled under this Agreement or at law or equity).

(h) Each of the parties has cooperated in the negotiation, drafting and preparation of this Agreement. Therefore, in any construction to be made of this Agreement, the same will not be construed against either of the parties on the basis of who was the drafting party.

(i) This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document. This Agreement to the extent signed and delivered by means of a facsimile machine or via email in pdf or similar form will be treated in all manner and respects as an original agreement or instrument and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Cellnet Technology Midwest, Inc.

By: _____

Name: _____

Title: _____

Cellnet Innovations, Inc.

By: _____

Name: _____

Title: _____

Cellnet Technology, Inc.

By: _____

Name: _____

Title: _____

Northern States Power Company,
a Minnesota corporation

By: _____
Judy M. Poferl, President and CEO

Northern States Power Company,
a Wisconsin corporation

By: _____
Michael L. Swenson, President and CEO

EXHIBIT A
CHANGE ORDER 009
[Attached]



“Lost Meter” means a Meter with an MIU for which Cellnet is receiving an RF signal from the Network, but no installation data is available, and neither Cellnet nor NSP can identify the physical location of the Meter/MIU sending the signal.

“Original Five-Dial MIUs” means the MIU utilized by Cellnet on or before May 31, 2010 to automate NSP’s Five-Dial Meters.

“No Read Condition” is defined in Section 6.16 of Exhibit G, as amended by Change Order 009.

- (b) The Parties agree that Exhibit A is amended by deleting the definition of “UDL” and replacing it with the following:

“UDL” means Cellnet’s UtilityDataLink® or replacement web-based user interface application to provide On-Request Data.

2. Manual Meter Reading Fees.

- (a) Prior to the Deployment Date. The Parties agree that Section 5.1.2(b)(ii)(1) of Exhibit B to the Agreement is hereby amended by adding the following at the end of the current language:

“However, from October 1, 2009 through the Deployment Date, the monthly Manual Meter Read Fee for successful Manual Meter Reads performed by NSP under Section 5.1.2(b)(i) of this Exhibit B will be reduced to [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] per Manual Meter Read per month.”

- (b) After Deployment Date. The Parties agree that Section 5.1.2(b)(ii)(2) of Exhibit B to the Agreement is hereby deleted in its entirety and replaced with the following:

“(2) After Deployment Date. Except as provided in Section 3.1 of the Agreement, as amended by Change Order 009, after the Deployment Date, NSP will invoice Cellnet for Manual Meter Reads performed by NSP under Section 5.1.2(b)(i) of this Exhibit B for a Manual Meter Read Fee [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] in conducting Manual Meter Reads. NSP’s [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] in conducting Manual Meter Reads shall be calculated in accordance with Schedule B-1, attached as Attachment A to Change Order 009. NSP and Cellnet will use diligent efforts to manage the costs of performing Manual Meter Reads and will make the costs transparent to both Parties. In this regard, Cellnet and NSP agree to meet [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] to discuss efficiencies, staffing models and ways of reducing actual costs of conducting Manual Meter Reads.”

3. Cellnet’s Use of Two-Way RF Mesh Alternative Technology.

- (a) Background. Pursuant to Section 3.2.8 of the Agreement, Cellnet intends to utilize a two-way RF mesh Meter reading technology to automate certain Routes under the Agreement that primarily comprise Rural Meters, and to automate certain specified probe Meters. [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS] Cellnet will provide pricing to NSP for the available two-way Meter-MIU combinations and two-way MIUs by December 1, 2009. [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS] The Parties will meet to finalize and document prices in a Change Order by December 15, 2009.

(b) First Article Testing of the Proposed Two-Way RF Mesh Alternative Technology.

- i. Cellnet will submit the first article production samples of two-way Alternative Technology Meters-MIUs and associated Network Equipment that will be used to automate the Routes that primarily comprise Rural Meters and to automate certain probe Meters to NSP to undergo the First Article Testing Process along with relevant user-guides, documentation of principles of operation and software reasonably necessary to test the Alternative Technology Meters-MIUs with the Network solely to determine if the First Alternative Technology Meters-MIUs meet the objective success criteria provided by NSP as set forth below. After Cellnet has delivered such equipment, software and documentation, NSP will notify Cellnet via email within [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] to either: (y) confirm its receipt of all of the necessary equipment, software and documentation, or (z) identify any additional equipment, software or documentation that is reasonably necessary to conduct the First Article Testing Process and Cellnet will promptly respond and provide any such additional equipment, software or documentation reasonably requested by NSP. The commencement date for the First Article Testing Process will be: (A) for residential Form 2s Alternative Technology Meters-MIUs, the date that NSP confirms that Cellnet has delivered the equipment, software and documentation reasonably necessary to conduct the First Article Testing Process on those residential Form 2s Alternative Technology Meters-MIUs pursuant to the procedure described above, (B) for residential Form 12s Alternative Technology Meters-MIUs, the date that NSP confirms that Cellnet has delivered the equipment, software and documentation reasonably necessary to conduct the First Article Testing Process on those residential Form 12s Alternative Technology Meters-MIUs pursuant to the procedure described above, and (C) for the remaining Alternative Technology Meters-MIUs, the date that NSP confirms that Cellnet has delivered the equipment, software and documentation reasonably necessary to conduct the First Article Testing Process on those other Alternative Technology Meters-MIUs pursuant to the procedure described above. On or before the end of the day of November 3, 2009, NSP will deliver to Cellnet objective and reasonable success criteria for the first article testing of the Alternative Technology Meters-MIUs with the Network.
- ii. The Parties will use good faith diligent efforts to expedite the First Article Testing Process with the goal of completing all testing: [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS] NSP and Cellnet will communicate weekly during the testing process to address any issues as soon as possible. Within **one (1) week** of the completion of the First Article Testing Process for the residential Form 2s, the residential Form 12s Alternative Technology Meters-MIUs and the other Alternative Technology Meters-MIUs, NSP will provide Cellnet with a formal notification of whether the Alternative Technology Meters-MIUs successfully completed the First Article Testing Process. During the First Article Testing Process, Cellnet will use diligent good faith efforts to respond to all reasonable questions or requests for information from NSP relating to the Alternative Technology Meters-MIUs and the Network within [TRADE SECRET DATA BEGINS TRADE SECRET DATE ENDS] of its receipt from NSP of its question or request for information. Cellnet will be allowed to deploy the Alternative Technology Meters-MIUs upon successful completion of the First Article Testing Process. Before utilizing the two-way Alternative Technology on other Meter types, Cellnet will submit those other Meter types for first article testing, as applicable. No pilot will be required as a condition to full deployment of the Alternative Technology. If NSP does not complete the First Article Testing Process on the Alternative Technology Meters-MIUs in the timeframes described above (except for delays caused by unresponsiveness of Cellnet or by deficiencies in the Alternative Technology Meters-MIUs with the Network to meet the objective success criteria), NSP will be precluded from seeking reimbursement for Manual Meter Reads conducted on such impacted unautomated Meters under Section 3.1(1) of the Agreement for a number of days equivalent to the number of days of delay.

- (c) Changes to Exhibit F associated with Two-way Meters. Certain portions of Exhibit F require adjustment to account for differences between one-way and two-way technology. The following changes will be effective upon First Article approval of the Alternative Technology Meters and MIUs:

- i. The Table in **Section 1.2** of **Exhibit F** is hereby revised by adding an “X” in the box for Demand Data (Meter Grade) and Time of Use Data (Meter Grade) under the Monthly On-Cycle Reading Service and Automated Daily Reading Service, understanding that these X’s apply only to two-way Meters and the X’s in the box for Demand Data (Network Grade), Time of Use Data (Network Grade) and Load Profile Interval Data (Network Grade) under the Monthly On-Cycle Reading Service and Automated Daily Reading Service, as applicable, apply only to one-way Meters.
 - ii. **Section 2.1.1** of **Exhibit F** will be deleted in its entirety and replaced with the following:

“**2.1.1 Deliverables.** The Monthly On-Cycle Reading Service Deliverables will include the (a) Consumption Data (Meter Grade) for Automated Meters, (b) Demand Data (Network Grade or Meter Grade) and/or Time of Use Data (Network Grade or Meter Grade) for Automated Meters for which Cellnet has configured the System to deliver such data in accordance with **Section 1.2** if the MIU is one-way, and (c) Time of Use Data (Network Grade) for Select Residential TOU Meters.”
 - iii. **Section 3.1** of **Exhibit F** will be deleted in its entirety and replaced with the following:

“**3.1 Deliverables.** The Automated Daily Reading Service Deliverables will include the (a) Consumption Data (Meter Grade) for every Automated Meter, (b) Demand Data (Network Grade or Meter Grade), and/or Time of Use Data (Network Grade or Meter Grade) for every Automated Meter for which Cellnet has configured the System to deliver in accordance with **Section 1.2**, and (c) Time of Use Data (Network Grade) for configured Select Residential TOU Meters. For every Automated Meter, Cellnet will provide the Deliverables and a Meter status report [**TRADE SECRET DATA BEGINS** **TRADE SECRET DATA ENDS**]. Cellnet will make the Deliverables available to NSP on the SFTP Server on [**TRADE SECRET DATA BEGINS** **TRADE SECRET DATA ENDS**] following the day when the Deliverables were obtained in accordance with the Interface Specification Document. Automated Daily Reading Service Deliverables will also include Load Profile Interval Data (Network Grade) from one-way MIUs, On-Request Data using UDL, On-Request Data for Gas Curtailment, Tamper Flags, Logical Connect/Disconnect Data, and Outage Detection Data for Automated Meters in accordance with the Interface Specification Document and as further specified below.”
 - iv. **Section 5.1** of **Exhibit F** is hereby amended by deleting the sixth sentence and replacing it with the following:

“Only one-way electric Automated Meters that are on a consumption rate are eligible for Virtual Visit Services.”
4. **Consequences of Not Automating the Meters On or Before the Deployment Date.** **Section 3.1** of the Agreement is hereby amended by adding the following paragraph at the end of the current language:
- “If Cellnet fails to automate all of the Assigned Meters on or before the Deployment Date (excluding the Transformer-Rated Meters or Assigned Meters that the Parties jointly agree in writing not to automate or de-automate) as required under this Agreement, then NSP shall have the following remedies: (1) subject to paragraph 3(b)(ii) of Change Order 009, from the Deployment Date until July 1, 2011, NSP’s exclusive remedy for Cellnet’s failure to automate Assigned Meters as required under the Agreement shall be [**TRADE SECRET DATA BEGINS** **TRADE SECRET DATA ENDS**] of conducting Manual Meter Reads of all such unautomated Assigned Meters, which reimbursement shall not exceed [**TRADE SECRET DATA BEGINS** **TRADE SECRET DATA ENDS**] per Manual Meter Read per month, and (2) after July 1, 2011, NSP shall be entitled to receive the fees for conducting Manual Meter Reads in accordance with **Section 5.1.2(b)(ii)(2)** of **Exhibit B** to the Agreement, as amended by Change Order 009, and NSP will have all rights and remedies as set forth in this Agreement for Cellnet’s failure to automate all of the Assigned Meters on or before the Effective Date, which for purposes of this sentence will be changed to July 1, 2011.”



5. **Five-Dial [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS].**
- (a) Cellnet agrees to [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] to the Original Five-Dial MIUs [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] failure modes identified by the Parties prior to the Change Order 009 Effective Date with respect to the Original Five-Dial MIUs and Five-Dial Meters. [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS]
- TRADE SECRET DATA ENDS] If [TRADE SECRET DATA BEGINS
- [TRADE SECRET DATA ENDS] is not successful, then the Parties will meet within fifteen (15) days of the determination that it was not successful to consider and discuss any possible alternative solutions and next steps. If no solution is agreed upon by the Parties within the fifteen (15) days, the Parties may pursue their rights, remedies and defenses as set forth in the Agreement, including Section 21.16, subject to any limitations and waivers set forth in the Settlement Agreement.
- (b) If [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] meets the objective success criteria outlined in Attachment B, attached hereto, Cellnet will [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] currently deployed in the Service Territory at no additional cost to NSP [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS]. The [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] Five-Dial Meters/MIUs that will [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] after successful completion of [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] and NSP and Cellnet will complete their analysis of the results of [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] on or before [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] Cellnet will complete the [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] of the remaining Five-Dial MIUs within five (5) months of the date that [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] is successful, after being analyzed in accordance with the objective success criteria outlined in Attachment B to this Change Order 009. If the [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] is not successful after being analyzed in accordance with the objective success criteria outlined in Attachment B to this Change Order 009, then the Parties will meet within fifteen (15) days of [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] to consider and discuss any possible alternative solutions and next steps. If no solution is agreed upon by the Parties within the fifteen (15) days, the Parties may pursue their rights, remedies and defenses as set forth in the Agreement, including Section 21.16, subject to any limitations and waivers set forth in the Settlement Agreement.
- (c) During [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] for any Manual Meter Reads of the automated Five-Dial Meters that NSP must conduct arising in the ordinary course of business in accordance with the Agreement (e.g., due to Consecutive No-Reads pursuant to Section 2.2.2 of Exhibit E), then NSP will invoice Cellnet for the Manual Meter Reads as set forth in Section 5.1.2(b) of Exhibit B to the Agreement, as modified in this Change Order 009. However, NSP will be responsible during [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] for the Manual Meter Reads if NSP determines to manually read a significant portion of this population as a precaution.
6. **Process Enhancements.** Cellnet and NSP agree, in connection with the Settlement Agreement, to the following process enhancements. The Parties agree that these process enhancements are part of the value of the settlement, are intended to



improve Cellnet’s products and services, and are intended to reduce the need for Manual Meter Reads. The following process enhancements will be effective and implemented on or before March 1, 2010, unless specified otherwise.

- (a) **Section 6.16 of Exhibit G** to the Agreement is hereby amended by adding the following paragraphs at the end of the current language:

“6.16.1 Network Verification. Except with respect to Electric or Gas DR Meter Field Work, Cellnet will modify its current Advanced Meter maintenance process for certain Unsolicited Field Work generated due to a No-Read Condition to verify MIU network communications prior to replacing the Advanced Meter. A “No-Read Condition” occurs when a Cellnet MIU does not transmit Consumption Data (Meter Grade) through the System to NSP but it does not include Electric or Gas DR Meters.

[TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS.]

If Cellnet creates a Solicited Field Work Order solely due to a No-Read Condition (meaning the MIU has not been identified as having another condition requiring replacement), then Cellnet will follow the procedures outlined in the paragraphs above to avoid unnecessary MIU and Meter exchanges.

After execution of the Settlement Agreement and Change Order 009, but not later than December 15, 2009, the Parties will develop and document these Network Verification processes and procedures.

6.16.2 Field Work Verification. After Cellnet completes Gas DR Meter Field Work Order on a gas Meter on a Route that has been turned over to Cellnet, Cellnet will monitor the read performance of that Meter. If within [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] days, the System does not receive an RF signal with Consumption Data (Meter Grade) from that Meter, or if the Consumption Data (Meter Grade) being transmitted over the System does not indicate actual usage from that Meter and the Meter was not a Gas DR Meter False Positive, then within [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] days Cellnet will revisit the Meter, if accessible, to take corrective action. If the Meter is inaccessible, Cellnet will promptly inform NSP.”

- (b) Consecutive No-Reads.

- i. **Section 2.2.2 of Exhibit F** will be stricken and replaced with the following effective as of June 30, 2010 (but the original language of **Section 2.2.2 of Exhibit F** will apply until that time).

“Consecutive No-Reads. As part of the Monthly On-Cycle Read Service, Cellnet will provide to NSP the Consumption Data (Meter Grade) for every Automated Meter at least once in any [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] period. Cellnet’s failure to meet this requirement for an Automated Meter will be deemed a “Consecutive No-Read”. If Cellnet fails to meet the Consecutive No-Read requirement for an Automated Meter as indicated in the Billing Cycle Report, NSP will conduct a Manual Meter Read on such Automated Meters and will continue to conduct Manual Meter Reads on such Automated Meters until Cellnet delivers [TRADE SECRET DATA BEGINS TRADE SECRET DATA ENDS] On-Cycle automated read for such Automated Meters from the unique service point being metered using the method listed in Section 2.1.2(c)(1) of **Exhibit F** [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS]

The Parties will meet twice per year to review those Consecutive No-Read Meters for which (i) Cellnet has been unable to deliver Monthly On-Cycle automated reads for [TRADE SECRET DATA BEGINS
TRADE SECRET DATA ENDS] months, and (ii) Cellnet has determined that there is no problem with the Automated Meter, rather there is a Network coverage or interference issue. NSP will help Cellnet explore ways of resolving these Consecutive No-Read issues including, without limitation, potentially implementing alternative methods of obtaining the Consumption Data (Meter Grade) for such Meters, and/or NSP providing assistance in locating and obtaining access to additional NSP or Third Party facilities to place Cellnet's Network Equipment. This Performance Standard will commence [TRADE SECRET DATA BEGINS
TRADE SECRET DATA ENDS] months after the applicable Route Turnover. Cellnet's failure to meet the requirements of this Section 2.2.2 will [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS]

- ii. Effective as of June 30, 2010 (but the original language of Section 2.2.2 of Exhibit F will apply until that time), Section 2.3.2 of Exhibit F shall be revised by deleting subsection (b) in its entirety.
- (c) RMA Analysis Enhancement. In addition to the RMA process enhancements Cellnet agreed to in Change Order 006, Cellnet commits to provide additional enhancements to the RMA Process. Section 7 of Exhibit G will be modified to add the following provisions after the end of the current Section 7.1 of Exhibit G:

"7.1.1. Cellnet agrees to further improve the RMA process, which was previously enhanced in Change Order 006. The additional improvements will include, but are not limited to: (a) assignment of additional engineering resources for the RMA process as needed, (b) enhanced reporting of completed RMA testing results and root cause analysis, and (c) providing recommendations to NSP [TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS]

7.1.2. **Timely Product Information**. Cellnet agrees to provide NSP with timely and informative product information. Cellnet agrees that it will regularly evaluate its AMR products used and/or installed for NSP. These evaluations will not just include [TRADE SECRET DATA BEGINS
TRADE SECRET DATA ENDS] but will extend to [TRADE SECRET DATA BEGINS
TRADE SECRET DATA ENDS] as well. Cellnet will update NSP regularly [TRADE SECRET DATA BEGINS
TRADE SECRET DATA ENDS] with any performance trends it believes to be relevant to NSP."

- (d) Monthly Report To Verify Network Data. Cellnet will develop and implement by June 30, 2010 a monthly report that identifies and compares the Consumption Data (Meter Grade) collected by the System to the Consumption Data (Meter Grade) delivered to NSP. The purpose of the report is to find inconsistencies, differences or other exceptions between the Consumption Data (Meter Grade) that Cellnet collects and the Consumption Data (Meter Grade) that NSP receives from Cellnet. The reports will be provided to NSP by the tenth (10th) calendar day of the month for the previous month's results, or another date mutually agreed upon by the Parties. In addition, Cellnet agrees that until June 30, 2010, Cellnet will work with NSP to help NSP understand if and how it may be able to utilize existing reports in the interim to help verify and confirm proper meter flow, including review of the Error Flags delivered as part of the Automated Daily Read Service Deliverables as defined in the Interface Specification Document (emed.meter.reads report) to identify Consumption Data (Meter Grade) exceptions.
- (e) "Lost Meter" Identification. Section 9.6 of Exhibit G will be deleted in its entirety and replaced with the following:

"Cellnet agrees to work with NSP to establish mutually agreed Lost Meter goals, including a process by which Lost Meters are resolved in an average of [TRADE SECRET DATA BEGINS
TRADE SECRET DATA ENDS] after being identified as a Lost Meter. Cellnet agrees to provide RF Technician resources to help NSP meet the Lost Meter Goals. Cellnet will track the hours spent by the RF Technicians providing this resource.

[TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS] NSP, not Cellnet, will conduct the root cause analysis on any Lost Meters that are found. For Lost Meters that Cellnet locates, Cellnet will continue to provide NSP with the monthly Lost Meter report that it provided prior to Change Order 009, and will provide NSP with the Meter/MIU location, Meter id, MIU id, date found and physical reading.”

Product Evaluation. Cellnet agrees that it will diligently evaluate new AMR products, equipment, and designs for commercial and industrial (C&I) gas Meters, just as it does for all AMR products. Cellnet will update NSP regularly [TRADE SECRET DATA BEGINS **TRADE SECRET DATA ENDS]**

- (f) with its findings and progress with respect to new AMR products, equipment, and designs for C&I gas Meters.
- (g) Route Turnover Criteria. Cellnet and NSP agree that the AMR Agreement will be modified to add the following provision to **Section 7.8 of Exhibit D:**

“7.8.10. Notwithstanding **Sections 7.8.1 – 7.8.9 of Exhibit D**, or **Section 3.2.2** of the Agreement to the contrary, if both Parties agree that certain Meters or Meter types will be excluded for purposes of determining Route Turnover (including the thresholds contained in **Sections 7.8.1 and 7.8.8**), then such Meters will be excluded from the Performance Standards calculations and will not be subject to Manual Read Fees until those Meters are automated following Route Turnover.”

7. **Maintenance Service Quality Metrics.** The Parties will use diligent, good faith efforts to develop Maintenance Services quality measures with potential bonuses and penalties on or before December 31, 2009.
8. **Amendment to Change Order No. 6.** Effective upon execution of this Change Order 009 and the Settlement Agreement, Change Order 006 shall be amended by deleting paragraph 11 in its entirety.
9. **Miscellaneous.** Except as expressly modified or in this Change Order 009, all terms and conditions of the Agreement, including, without limitation, all Change Orders to the Agreement, will remain unchanged. In the event of a conflict between this Change Order 009 and the Agreement, the terms and conditions of this Change Order 009 will prevail solely with respect to the subject matter contained herein. This Change Order 009 may be executed in counterparts, each of which will be an original, but all of which together will constitute one agreement. Signatures delivered by facsimile and other electronic transmission will be deemed originals for all purposes. Unless the context indicates otherwise, references to this Agreement means this Agreement, as amended by this Change Order 009, even if the language does not state “the Agreement, as amended by Change Order 009”.

[Signature Page(s) to Follow]



IN WITNESS WHEREOF, the Parties have executed this Change Order 009 to the Agreement as of the Change Order 009 Effective Date.

Cellnet Technology Midwest, Inc.

Xcel Energy Services Inc.

as an agent for:
Northern States Power Company (Wisconsin)
and Northern States Power Company (Minnesota)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

As Guarantors pursuant to Section 21.10 of the Agreement

Cellnet Technology, Inc.

By: _____

Name: _____

Title: _____

Cellnet Innovations, Inc.

By: _____

Name: _____

Title: _____



ATTACHMENT A

SCHEDULE B-1

MANUAL METER READS – ACTUAL COST CALCULATION METHOD

The cost of conducting Manual Meter Reading will be calculated on a monthly basis in the following manner:

Benefited Employee

[TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS]

Non-Benefited Employee

[TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS]

Third-Party Contract Employee

[TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS]

Cellnet's Right To Audit

[TRADE SECRET DATA BEGINS

TRADE SECRET DATA ENDS]

CERTIFICATE OF SERVICE

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

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

xx electronic filing

DOCKET NO. G-002/CI-08-871

Dated this 8th day of January 2010

/s/

Josie Parkhurst

Service List Name	First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
OFF_SL_8-871_1	Aakash	Chandarana	achandarana@briggs.com	BRIGGS and MORGAN	2200 IDS Center 80 South 8th Street Minneapolis, MN 554022157	Paper Service	No
OFF_SL_8-871_1	Bill	Bullard		South Dakota Public Utilities Commiss	Capitol Building Pierre, SD 575015070	Paper Service	No
OFF_SL_8-871_1	Burt W.	Haar	burt.haar@state.mn.us	MN Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	No
OFF_SL_8-871_1	Christopher	Clark	christopher.b.clark@xcelen ergy.com	Xcel Energy	5th Floor 414 Nicollet Mall Minneapolis, MN 554011993	Paper Service	No
OFF_SL_8-871_1	Darrell	Nilschke		North Dakota Public Service Commission	600 E. Boulevard Avenue Bismarck, ND 585050480	Paper Service	No
OFF_SL_8-871_1	James M.	Strommen	jstrommen@kennedy- graven.com	Kennedy & Graven, Chartered	470 U.S. Bank Plaza 200 South Sixth Street Minneapolis, MN 55402	Paper Service	No
OFF_SL_8-871_1	John	Lindell	agorud.ecf@state.mn.us	OAG-RUD	900 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	No
OFF_SL_8-871_1	Julia	Anderson	Julia.Anderson@state.mn.us	MN Office Of The Attorney General	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	No
OFF_SL_8-871_1	Michael	Krikava	mikrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 South Minneapolis, MN 55402	Electronic Service	No
OFF_SL_8-871_1	Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Paper Service	No
OFF_SL_8-871_1	SaGonna	Thompson	Regulatory.Records@xcelen ergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No

Service List Name	First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret
OFF_SL_8-871_1	Sharon	Ferguson	sharon.ferguson@state.mn.us	State of MN - DOC	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No
OFF_SL_8-871_1	William	Stamets	bill.stamets@state.mn.us	Office of the Attorney General	Suite 900445 Minnesota Street St. Paul, MN 551012127	Electronic Service	No