

**STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION**

**Katie Sieben
Joseph Sullivan
John Tuma
Hwikwon Ham
Audrey Partridge**

**Chair
Commissioner
Commissioner
Commissioner
Commissioner**

In the Matter of a Formal Complaint by
Larry Rauenhorst against Renville Sibley
Cooperative Power Association

Docket Nos. E136/C-26-113

REPLY COMMENTS

The Renville-Sibley Cooperative Power Association (“Renville-Sibley”) submits the following reply comments regarding Larry Rauenhorst’s (“Complainant”) Complaint against Renville-Sibley.

First, some commenters asserted in their initial comments that the Commission has jurisdiction over this dispute under the broad powers enumerated under Minn. Stat. § 216A.05. However, this argument ignores the Legislature’s specific language in Section 216B.164, subdivision 11, exempting Renville-Sibley from the Commission’s jurisdiction in this exact type of member-cooperative dispute. *See* Minn. Stat. § 216B.164, subd. 11 (“A cooperative electric association that has adopted a resolution and rules under this subdivision is exempt from regulation by the Public Utilities Commission under this section.”). The clear and specific language in Section 216B.164, subdivision 11 forecloses any argument that the decades-old general language in Section 216A.05 supersedes the Legislature’s unambiguous language in Section 216B.164. Accordingly, Section 216A.05 does not give rise to the Commission’s jurisdiction in this dispute.

Second, some commenters allege the Commission has jurisdiction pursuant to Minn. Stat. § 216B.17. However, under this section, the Commission’s jurisdiction over a cooperative is

limited to “service standards and practices only.” Minn. Stat. § 216B.17, subd. 6a. There is no service standard, as defined in Minn. Stat. § 216B.02, subd. 6, at issue in this dispute. Renville-Sibley has not threatened to disconnect service to Complainant. Nor has Renville-Sibley engaged in any wrongful “practice” at all. This narrow dispute purely involves a single member’s disagreement as to the *rate* owed under Section 216B.164. As to this type of dispute, the Legislature expressly conferred jurisdiction to Renville-Sibley’s board of directors, not the Commission.

Third, some commenters argue that the Commission’s August 13, 2025, decision in *In the Matter of a Formal Complaint by the Upper Sioux Community Against Minnesota Valley Cooperative Light & Power Association* is analogous to the instant dispute and supports jurisdiction under Section 216B.17. See *In the Matter of a Formal Complaint by the Upper Sioux Cmty. Against Minnesota Valley Coop. Light & Power Ass’s*, Docket No. E-123/C-25-219, Minn. Pub. Util. Comm’n., 2025 WL 2895789 (Aug. 13, 2025). To the contrary, the Upper Sioux Community’s complaint is entirely distinguishable from this one.

In the Upper Sioux Community case, a federally recognized Indian Nation filed a complaint regarding its plans to construct and operate a 2.5-megawatt solar generation facility to power a casino. Unlike this case, the solar facility in the Upper Sioux Community case was not merely a dispute over the rate owed for the output from the solar array to the cooperative’s system under Section 216B.164. Moreover, the Upper Sioux Community alleged that the cooperative had threatened to disconnect the Upper Sioux Community’s electric service if the Upper Sioux Community began operating its solar array. Accordingly, the Commission held jurisdiction in that case was proper under Section 216B.17, subdivision 6a, because the Upper Sioux Community’s complaint plainly challenged the cooperative’s service standards and practices.

The Commission’s decision in the Upper Sioux Community case did **not** analyze whether Section 216B.164 applied. In contrast, this dispute is between a single cooperative member and Renville-Sibley about *the rate* Complainant seeks under Section 216B.164. Renville-Sibley has not threatened to disconnect Complainant’s service. To the contrary, Renville-Sibley has assisted Complainant with establishing service, and the dispute relates solely to the appropriate rate owed for the output generated from the Complainant’s array. Therefore, this rate dispute is squarely and exclusively within the four corners of Section 216B.164 and the *Upper Sioux Community* decision has no relevance to the jurisdictional analysis in this case.

Fourth, some commenters cite provisions of Minn. R. Ch. 7835, arguing these rules supersede the plain language in Section 216B.164. However, it is well settled that statutes are controlling over administrative rules. *Billon v. Comm’r of Rev.*, 827 N.W.2d 773, 781 (Minn. 2013). Accordingly, the unambiguous language in Section 216B.164, subdivision 11 precludes any argument that jurisdiction is proper in this dispute based on language included in any of the Chapter 7835 rules.

Last, some commenters have suggested Renville-Sibley is acting against the public interest in maximizing cogeneration. Renville-Sibley wishes to make clear that it fully supports consumer-owned renewable energy initiatives. In fact, Renville-Sibley has one of the highest rates of distributed energy resources per capita among all electric cooperatives statewide. Renville-Sibley’s support for these initiatives is why it agreed to assist Complainant and his team with their agrivoltaics project. Moreover, the Legislature made clear that the relevant public interest under Section 216B.164 is to maximize “cogeneration and small power production *consistent with*

protection of the ratepayers and the public.” Minn. Stat. § 216B.164, subd. 1 (emphasis added).
Renville-Sibley has acted consistent with this public interest.¹

Based on the foregoing, and as further outlined in Renville-Sibley’s opening comments, Renville-Sibley respectfully requests that the Commission decline to exercise jurisdiction in this dispute based on the clear language in Section 216B.164.

Dated: March 26, 2026

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¹ Some commenters have suggested that Renville-Sibley did not comply with an executed contract with the Complainant. Renville-Sibley has not executed any uniform contract with the Complainant. Other commenters have implied that Renville-Sibley unlawfully changed (or did not follow) its dispute resolution process to harm the Complainant. Renville-Sibley’s dispute resolution process has at all times since 2018 complied with Section 216B.164, subd. 11. *See* Rauenhorst Ex. C, § T. Renville-Sibley followed this process in this dispute with Complainant. The optional arbitration provision that members later voted to add to the bylaws has no bearing on the Commission’s request for public comments.