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January 2, 2026

VIA EMAIL AND U.S. MAIL

Curtis P. Zaun
219 Meadowood Place
Vadnais Heights, MN 55127
curtis@cpzlaw.com

**RE: Larry Rauenhorst v. The Renville Sibley Cooperative Power Association, et al.
Our File No. 17261.8**

Dear Mr. Zaun:

Enclosed and served upon you, please find Defendants' Answer and Affirmative Defenses related to the above-referenced matter.

Sincerely,

/s/ Zachary A. Alter

Zachary A. Alter

Enclosure

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RENVILLE

EIGHTH JUDICIAL DISTRICT

Case Type: Civil

Larry Rauenhorst,

Court File Number: _____

Plaintiff,

v.

**DEFENDANTS' ANSWER AND
AFFIRMATIVE DEFENSES**

The Renville Sibley Cooperative Power Association, its Director Alan Hinderman, Alan Neyers, Vicky Firle, Jeffrey Boersma, Helen Ruebel, Wayland Zaske, Gary Eekhoff, Roger Manthei, and Gary Peterson, and DeeAnne Norris,

Defendants.

Defendants The Renville Sibley Cooperative Power Associations (the "Cooperative"), Alan Hinderman, Alan Neyers, Vicky Firle, Jeffrey Boersma, Helen Ruebel, Wayland Zaske, Gary Eekhoff, Roger Monthei, and Gary Peterson, and DeeAnne Norris (collectively, "Defendants"), for their Answer to Plaintiff Larry Rauenhorst's ("Plaintiff") Complaint, admit, deny, and allege as follows:

1. Except as otherwise admitted or qualified herein, Defendants deny each and every allegation contained in the Complaint.

2. As to the allegations in the introductory paragraphs on pages 1, 2, and 3 of the Complaint, Defendants respond that the allegations do not contain facts to which any response is required, and to the extent these paragraphs are construed to allege facts to which a response is required, Defendants deny all allegations and requested relief in the introductory paragraphs on pages 1, 2, and 3 of the Complaint.

JURISDICTION AND VENUE

3. Defendants deny this Court has jurisdiction to hear this matter, make findings of fact, and order all appropriate relief under, *inter alia*, Minn. Stat. § 484.01, subd. 1, and Minn. Stat. § 555.01.

4. Defendants deny venue in this county is appropriate or required under Minn. Stat. § 308A.941, subd. 5.

FACTUAL ALLEGATIONS

5. Defendants admit the allegations in Paragraph 1 of the Complaint.

6. As to Paragraph 2 of the Complaint, Defendants admit Plaintiff installed a solar facility on his property, but deny the facility meets all required conditions or rules of the Cooperative.

7. As to Paragraph 3 of the Complaint, Defendants lack information sufficient to admit or deny the allegations, and therefore deny the allegations.

8. Defendants admit the allegations in Paragraphs 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 of the Complaint.

9. Defendants deny the allegations in Paragraph 17 of the Complaint.

10. As to Paragraph 18 of the Complaint, Defendants respond that it is unclear which application submitted by Plaintiff is being referenced. Defendants admit Plaintiff has submitted one or more applications to interconnect a solar facility on his property, but Defendants deny Paragraph 18 as stated.

11. As to Paragraph 19 of the Complaint, Defendants respond that it is unclear which application submitted by Plaintiff is being referenced. Defendants admit Plaintiff has submitted

one or more applications to interconnect a solar facility on his property, but deny any application was formally approved and therefore deny Paragraph 19 as stated.

12. As to Paragraph 20 of the Complaint, Defendants admit that the Cooperative issued Plaintiff a standard Uniform Contract to be completed as part of the application process.

13. As to Paragraph 21 of the Complaint, Defendants answer that the Uniform Contract speaks for itself, and deny any allegations inconsistent with the plain language of the Uniform Contract.

14. As to Paragraph 22 of the Complaint, Defendants deny the allegations.

15. As to Paragraph 23 of the Complaint, Defendants answer that the website excerpt speaks for itself, deny any allegations inconsistent with the website excerpt, and deny Plaintiff's facility satisfies the conditions stated in this excerpt.

16. As to Paragraph 24 of the Complaint, Defendants answer that the allegations are legal conclusions to which no response is required. To the extent Paragraph 24 is construed to allege facts to which a response is required, Defendants deny the allegations.

17. As to Paragraph 25 of the Complaint, Defendants admit Plaintiff signed a Uniform Contract, the terms of which speak for themselves, but Defendants affirmatively state Plaintiff had previously informed the Cooperative of his intent and agreement to be compensated at the avoided cost rate given the nature of his proposed facility.

18. As to Paragraph 26 of the Complaint, Defendants deny that they "subsequently informed Plaintiff that he could not receive the average retail"; rather, Defendants offered a reasonable compromise, which was consistent with (and more favorable to Plaintiff than) his initial request.

19. Defendants deny the allegations in Paragraphs 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, and 39 of the Complaint.

20. As to Paragraphs 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, and 50 of the Complaint, Defendants answer that the allegations are legal conclusions to which no response is required. To the extent these Paragraphs are construed to allege facts to which a response is required, Defendants deny the allegations.

21. Defendants deny the allegations in Paragraphs 51 and 52 of the Complaint.

22. As to Paragraph 53 of the Complaint, Defendants answer that the allegations are legal conclusions to which no response is required. To the extent this Paragraph is construed to allege facts to which a response is required, Defendants deny the allegations.

23. Defendants deny the allegations in Paragraph 54 of the Complaint.

24. As to Paragraphs 55, 56, 57, 58, and 59 of the Complaint, Defendants answer that the allegations are legal conclusions to which no response is required. To the extent these Paragraphs are construed to allege facts to which a response is required, Defendants deny the allegations.

25. Defendants deny the allegations in Paragraphs 60, 61, 62, and 63 (and Plaintiff's Prayer for Relief).

AFFIRMATIVE DEFENSES

1. Plaintiff's claims are subject to the arbitration provision included in the Cooperative's Bylaws.

2. Plaintiff's claims are barred for failure to exhaust administrative remedies—including but not limited to the administrative remedies under Minn. Stat. § 216B.164 and the Cooperative's Cogeneration Rules.

3. Plaintiff's complaint fails for lack of subject matter jurisdiction.
4. Plaintiff's complaint must be dismissed, in whole or in part, because it seeks relief to which Plaintiff is not entitled and which is not recoverable.
5. Plaintiff's complaint must be dismissed, in whole or in part, because it names improper parties and/or fails to join required parties.
6. Plaintiff's claim(s) against the individual defendants fails because none of the individual defendants engaged in conduct sufficient to give rise to a claim against them.
7. Plaintiff's claim(s) are barred by the doctrines of waiver, estoppel, consent, modification, ratification, acquiescence, setoff, unclean hands, or similar doctrines.
8. Plaintiff's claim(s) are barred, in whole or in part, by the doctrine of election of remedies, by Plaintiff's own course of conduct or dealing, and/or by Plaintiff's failure to mitigate damages.
9. Plaintiff's claim(s) are barred, in whole or in part, because it does not satisfy the requirements of a declaratory judgment claim and does not allege a proper cause of action.
10. As a separate alternative affirmative defense to Plaintiff's Complaint, Defendants allege that the claim(s) contained in Plaintiff's Complaint may be barred by any or all of the affirmative defenses contemplated by the Minnesota Rules of Civil Procedure. The extent to which Plaintiff's claims may be barred by one or more of said defenses, not specifically set out above, cannot be determined until Defendants have had an opportunity to complete discovery. Therefore, Defendants incorporate all said affirmative defenses as if fully set forth herein.

WHEREFORE, Defendants pray as follows:

1. Plaintiff's Complaint in its entirety be dismissed with prejudice;

2. Plaintiff pays Defendants' reasonable costs and expenses, including attorneys' fees; and

3. For whatever additional relief this Court deems just and proper.

Dated: January 2, 2026

FELHABER LARSON

By: /s/ Zachary A. Alter

Sara G. McGrane, #233213

Zachary A. Alter, #0399991

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ATTORNEYS FOR DEFENDANTS

ACKNOWLEDGMENT

The undersigned hereby acknowledge that costs, disbursements and reasonable attorney and witness fees may be awarded, pursuant to Minn. Stat. § 549.211, subd. 2, to the party against whom the allegations in this pleading are asserted.

Dated: January 2, 2026

/s/ Zachary A. Alter

Zachary A. Alter

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RENVILLE

EIGHTH JUDICIAL DISTRICT

Case Type: Civil

Larry Rauenhorst,

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Plaintiff,

v.

CERTIFICATE OF SERVICE

The Renville Sibley Cooperative Power Association, its Director Alan Hinderman, Alan Neyers, Vicky Firle, Jeffrey Boersma, Helen Ruebel, Wayland Zaske, Gary Eekhoff, Roger Manthei, and Gary Peterson, and DeeAnne Norris,

Defendants.

I hereby certify that on this 2nd day of January, 2026, I caused to be served upon the above-named Plaintiff the following:

1. Defendants' Answer and Affirmative Defenses

by mailing a true and correct copy of the document(s) to person(s) named below, addressed as follows:

Curtis P. Zaun
219 Meadowood Place
Vadnais Heights, MN 55127

and by emailing the same to:

Curtis P. Zaun: curtis@cpzlaw.com

Dated: January 2, 2026

FELHABER LARSON

By: /s/ Zachary A. Alter
Sara G. McGrane, #233213
Zachary A. Alter, #0399991
220 South Sixth Street, Suite 2200
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