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**BEFORE THE MINNESOTA OFFICE OF ADMINISTRATIVE HEARINGS  
600 North Robert Street  
St. Paul, Minnesota 55101**

**FOR THE MINNESOTA PUBLIC UTILITIES COMMISSION  
121 7th Place East  
Suite 350  
St. Paul, Minnesota 55101-2147**

**MPUC Docket No. G-022/GR-24-350  
OAH Docket No. 71-2500-40492**

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***In the Matter of the Application of Greater Minnesota Gas, Inc.  
for Authority to Increase Rates for Natural Gas Utility Service in Minnesota***

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**REPLY BRIEF  
OF THE OFFICE OF THE ATTORNEY GENERAL—  
RESIDENTIAL UTILITIES DIVISION**

**May 22, 2025**

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## INTRODUCTION

Greater Minnesota Gas's (GMG) initial brief fails to establish that its requested rate increase is just and reasonable.

Instead, it confuses certain issues, and for that reason, some points of clarification are necessary. First, GMG bears the burden of proof as to all elements of its case; there is no presumption of the reasonableness of GMG's rate apportionment and rate design, as GMG claims. Second, GMG's arguments to recover certain membership dues lack merit. Third, GMG's response regarding AMR-related plant entirely misses the point made by the Office of the Attorney General – Residential Utilities Division (OAG). Fourth, GMG's sales forecast is not as reasonable as GMG suggests, and its request to update its revenue deficiency based on 2024 actuals is based on stark inaccuracies. Fifth, GMG's arguments that its CCOSS is reasonable fail to adequately counter the critiques of the OAG's expert. Sixth, GMG's arguments that the OAG's revenue apportionment is unreasonable are contradicted by its own evidence. Finally, GMG misconstrues the OAG's facility fee recommendation.

For any issues raised in GMG's initial brief that this reply brief does not address, the OAG's initial brief explained why GMG has failed to prove its case and the OAG will not restate those positions here. Failure to address an issue in this brief does not constitute the OAG's agreement with GMG's arguments or in any way alter the positions articulated in the OAG's initial brief.

### **I. GMG BEARS THE BURDEN TO PROVE ALL ELEMENTS OF ITS REQUEST**

GMG argues that, contrary to the plain statutory directive that it bears the burden of proof,<sup>1</sup> its proposed rate design should be presumed to be just and reasonable. GMG agrees that it bears

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<sup>1</sup> Minn. Stat. § 216B.16, subd. 4.

the burden to prove that a change in its revenue requirement is reasonable, but it argues that its revenue apportionment and rate design should be presumed reasonable because it proposes to change the rates it charges each customer class by the same proportions as in its last rate case.<sup>2</sup> In support of its argument, GMG relies on an inapposite ruling regarding interim rates, which are distinct from a rate change and which are governed by a separate statutory provision.<sup>3</sup> Both statute and case law are clear that the burden of proof in a rate case lies with the utility and cannot be shifted.

In support of its argument, GMG cites to *Petition of Inter-City Gas Corp.*, but fails to note that the holding regarding a presumption of reasonableness is explicitly limited to interim rates. In that case, the appellant challenged the reasonableness of an interim rate increase that the Commission had ordered pursuant to Minn. Stat. § 216B.16, subd. 3.<sup>4</sup> On the question of whether interim rates were required to be just and reasonable under Minn. Stat. § 216B.03, the Court ruled in the affirmative, observing that “the rate of return, the rate base and allowable expenses, and the rate design...*of the interim rate schedules* are presumptively reasonable” because they had been adjudicated by the previous rate case.<sup>5</sup> This opinion does not stand for GMG’s proposition that its new rate design should be presumed reasonable by virtue of its resemblance to the rate design that was approved 15 years ago.

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<sup>2</sup> GMG Initial Brief at 17, 62-63.

<sup>3</sup> *Id.*; see Minn. Stat. § 216B.16, subd. 3.

<sup>4</sup> 389 N.W.2d 897, 900 (Minn. 1986). An interim rate is an increase in rates that is authorized only during the pendency of a rate case, and which consists of an equal increase across customer classes. Minn. Stat. § 216B.16, subd. 3.

<sup>5</sup> 389 N.W.2d 897, 902.

GMG's argument also goes against clear statutory language. Subdivision 4 of Minnesota Statutes section 216B.16 provides that "[t]he burden of proof to show that the rate change is just and reasonable shall be upon the public utility seeking the change." A "rate" is defined as

[E]very compensation, charge, fare, toll, tariff, rental, and classification, or any of them, demanded, observed, charged, or collected by any public utility for any service and any rules, practices, or contracts affecting any such compensation, charge, fare, toll, rental, tariff, or classification.<sup>6</sup>

In other words, a "rate" is the whole of the amount charged and the process by which that is determined, and a change to any part of that requires the utility to prove that each part of that whole remains just and reasonable, as everything is interrelated. As the Court observed regarding final rates:

The determination of an appropriate rate design involves a review of studies of the cost of providing service; the consideration of non-cost factors, such as continuity, stability, value of service, effects of competition, ability to pay increases, and the ability to "pass on" increases or "write off" costs on taxes, as well as the development of specific rate schedules from which each customer's charge is calculated. In short, the selection of an appropriate rate design is a quasi-legislative or policy determination.<sup>7</sup>

In short, the reasonableness of final rates is a function of the rate design process; the proposed rate design in a rate change must be evaluated by the Commission, even if it is proportionally similar to the rate design underpinning the existing rates.

Furthermore, GMG's allegation that its rate design does not constitute a change is inaccurate. GMG proposes a change to its rate design by increasing both its facility fees and its distribution charges as shown in Figure 1:

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<sup>6</sup> Minn. Stat. 216B.02, subd. 5.

<sup>7</sup> 389 N.W.2d 897, 900-901.

**Figure 1: GMG Present and Proposed Rates<sup>8</sup>**

Line No.		Residential	Sm Commercial	Commercial	Industrial		Interruptible	
		RS1	SCS1	CS1	MS1	LS1	IND1	AG1
1	<b><u>Present Rates</u></b>							
2	Facility Fee	\$ 8.50	\$ 10.00	\$ 40.00	\$ 100.00	\$ 200.00	\$ 275.00	\$ 20.00
3	Distribution Charge	\$ 4.41646	\$ 4.23646	\$ 3.93646	\$ 3.73646	\$ 3.58646	\$ 2.48626	\$ 2.28626
4	Cost of Gas							
5	Demand	\$ 1.70630	\$ 1.70630	\$ 1.70630	\$ 1.70630	\$ 1.70630	\$ -	\$ -
6	Commodity	\$ 3.85291	\$ 3.85291	\$ 3.85291	\$ 3.85291	\$ 3.85291	\$ 3.85291	\$ 3.85291
7	Total Cost of Gas	\$ 5.55921	\$ 5.55921	\$ 5.55921	\$ 5.55921	\$ 5.55921	\$ 3.85291	\$ 3.85291
8	Total Distribution and Cost of Gas Rates	<u>\$ 9.97567</u>	<u>\$ 9.79567</u>	<u>\$ 9.49567</u>	<u>\$ 9.29567</u>	<u>\$ 9.14567</u>	<u>\$ 6.33917</u>	<u>\$ 6.13917</u>
9	<b><u>Proposed Rates</u></b>							
10	Facility Fee	\$ 9.75	\$ 11.50	\$ 45.00	\$ 115.00	\$ 230.00	\$ 300.00	\$ 23.00
11	Distribution Charge	\$ 5.10100	\$ 4.89310	\$ 4.54660	\$ 4.29695	\$ 4.06445	\$ 2.85920	\$ 2.85920
12	Cost of Gas							
13	Demand	\$ 1.70630	\$ 1.70630	\$ 1.70630	\$ 1.70630	\$ 1.70630	\$ -	\$ -
14	Commodity	\$ 3.85291	\$ 3.85291	\$ 3.85291	\$ 3.85291	\$ 3.85291	\$ 3.85291	\$ 3.85291
15	Total Cost of Gas	\$ 5.55921	\$ 5.55921	\$ 5.55921	\$ 5.55921	\$ 5.55921	\$ 3.85291	\$ 3.85291
16	Total Distribution and Cost of Gas Rates	<u>\$ 10.66021</u>	<u>\$ 10.45231</u>	<u>\$ 10.10581</u>	<u>\$ 9.85616</u>	<u>\$ 9.62366</u>	<u>\$ 6.71211</u>	<u>\$ 6.71211</u>

Although these are similar increases, they are not the same. For example, the residential facility fee is increasing by 14.71 percent and the distribution charge is increasing by 15.5 percent.<sup>9</sup> Indeed, Commission staff stated its concern in this proceeding on interim rates, for which the proposed increase was identical to GMG's final rate request, that the proposed interim rates would constitute a change in rate design in violation of the interim rate statute.<sup>10</sup> The Commission ordered that the interim rate increase be 15 percent across all classes facility fees and distribution charges,<sup>11</sup> after GMG modified its request at the interim rate hearing.<sup>12</sup>

<sup>8</sup> Ex. 105, Sched. E-1 at 2 (Initial Filing – Volume 3 – Financial Information).

<sup>9</sup> See Ex. 105, Sched. E-1 at 2 (Initial Filing – Volume 3 – Financial Information).

<sup>10</sup> STAFF BRIEFING PAPERS at 20-22 (Dec. 3, 2024).

<sup>11</sup> ORDER SETTING INTERIM RATES at 3 (Dec. 11, 2024).

<sup>12</sup> COMMISSION HEARING RECORDING at 3:11:15 – 3:34:05, 3:39:07 – 3:42:59 (Dec. 3, 2024) (available at [https://minnesotapuc.granicus.com/player/clip/2455?view\\_id=2&redirect=true](https://minnesotapuc.granicus.com/player/clip/2455?view_id=2&redirect=true)).

As a public utility, GMG has the burden to prove by a preponderance of the evidence that its change in rates is just and reasonable.<sup>13</sup> There is no presumption of reasonableness in a rate change proceeding; as the Minnesota Supreme Court observed, “if there ever existed in this state a presumption to be applied in ratemaking, enactment of Minn. Stat. § 216B.16, subd. 4 effectively removed any presumption.”<sup>14</sup> GMG cannot attempt to avoid the responsibility to prove its case by misciting to an opinion regarding interim rates.

## **II. GMG HAS NOT CARRIED ITS BURDEN TO PROVE ITS MEMBERSHIP DUES REQUEST IS JUST AND REASONABLE**

In this section, the OAG responds to GMG’s arguments against the OAG’s recommendation to reduce the test year dues expense. First, GMG proposes for the first time in its initial brief to reduce its request for American Gas Association (AGA) dues, although it did not introduce any evidence in testimony to justify its request.<sup>15</sup> Second, GMG attempts to argue that dues paid to the Minnesota AgriGrowth Council are recoverable as energy-related because the AgriGrowth Council expresses support for certain largely inapposite energy policies.<sup>16</sup> Finally, GMG misconstrues OAG’s position on GMG’s Midwest Region Gas Task Force (MRGTF) association dues, which OAG simply pointed out must be amortized to conform with standard rate-making principles.<sup>17</sup>

### **A. GMG NEVER ADJUSTED AMERICAN GAS ASSOCIATION (AGA) DUES TO REMOVE LOBBYING COSTS AND ALREADY HAS A TRAINING BUDGET**

After refusing to adjust its request for AGA dues over the course of testimony, GMG proposes in its initial brief that its request for AGA dues be reduced by 4.3 percent in

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<sup>13</sup> Minn. Stat. § 216B.16, subd. 4; *In re N. States Power Co.*, 416 N.W.2d 719, 722-23 (Minn. 1987); *see also* Minn. Stat. § 216B.03.

<sup>14</sup> *In re N. States Power Co.*, 416 N.W.2d at 726.

<sup>15</sup> GMG Initial Br. at 52.

<sup>16</sup> GMG Initial Br. at 52-53.

<sup>17</sup> GMG Initial Br. at 53-54.

acknowledgment of the fact that the Commission policy on organizational dues precludes recovery of lobbying expenses.<sup>18</sup> But GMG continues to request recovery of the rest of AGA dues, claiming the AGA provides other services, particularly educational and training opportunities.<sup>19</sup>

GMG's position suffers from two weaknesses. First, removal of the 4.3 percent of dues that the AGA admits is attributable to lobbying is insufficient to account for all lobbying-related activities that the AGA engages in.<sup>20</sup> Second, GMG states that it relies on the education and training opportunities that the AGA provides, but failed to substantiate the extent of GMG's reliance,<sup>21</sup> a significant oversight when GMG is also separately requesting rate recovery of training expenses.<sup>22</sup>

The record demonstrates that a greater proportion of AGA dues should be removed than \$159, or the 4.3 percent indicated on the 2024 AGA invoice.<sup>23</sup> The Commission's policy on dues expenses is clear that the "amount and purpose of the expenses" should be reasonable, and that lobbying-related expenses are not reasonable.<sup>24</sup> Record evidence shows that a greater proportion of AGA dues goes to lobbying-related activities than the 4.3 percent that AGA admits meets the IRS definition of "lobbying." This includes the AGA's vast resource bank showing AGA resources for policy advocacy, its Playbook, and the primary focus of its Year End Report.<sup>25</sup> GMG did not rebut this evidence at all, instead stating that it had already removed from its request the portion of dues related to lobbying when it clearly had not.<sup>26</sup>

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<sup>18</sup> GMG Initial Br. at 52.

<sup>19</sup> GMG Initial Br. at 51.

<sup>20</sup> Ex. 301 at 6-8 (Lee Direct); Ex. 302 at 13 (Lee Surrebuttal).

<sup>21</sup> Ex. 301 at 8-9 (Lee Direct); Ex. 302 at 12-13 (Lee Surrebuttal).

<sup>22</sup> GMG Initial Br. at 47-48.

<sup>23</sup> Ex. 301, SL-D-2 at 7 (Lee Direct).

<sup>24</sup> Ex. 301, SL-D-3 at 1-2 (Lee Direct).

<sup>25</sup> Ex. 301 at 6-8 (Lee Direct).

<sup>26</sup> Ex. 109 at 17 (Burke Rebuttal); Ex. 302 at 11-12 (Lee Surrebuttal).



In addition, GMG failed to establish the extent to which it receives or utilizes the educational and training opportunities that AGA provides. In GMG's initial filing, it failed to provide any examples of the types of industry information and training it receives from the AGA or how the information is necessary for utility service.<sup>27</sup> GMG stated in its rebuttal that it "does not have an in-house training department and relies on industry organizations for training" and that it "utilizes AGA for industry learning such as technical training, exposure to developing industry and safety issues, best practices guidance, education opportunities from industry experts, and much more," but failed to provide any evidence supporting these statements.<sup>28</sup> GMG's lack of supporting evidence left the Commission unable to assess the extent to which GMG actually utilizes any of the AGA's resources.<sup>29</sup> It is not reasonable for ratepayers to pay for an unutilized membership, and GMG has failed to demonstrate that it actually utilizes the portions of its AGA membership that *could* theoretically provide ratepayer benefits.

In addition, GMG has requested \$10,200 in its test year for "education and training expense."<sup>30</sup> GMG's unaudited 2024 actual spend on training was \$3,493.<sup>31</sup> Thus GMG already spends money on education and training outside of its AGA dues costs, undermining its claim that the purpose of AGA dues is education and training. Moreover, if the Department's recommendation to reduce the education training budget is granted, GMG will still receive 83 percent more for education and training than it spent in 2024.<sup>32</sup> Between the lack of evidence that GMG employees actually participate in AGA trainings and the existence of an increasing training

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<sup>27</sup> Ex. 301 at 8-9 (Lee Direct).

<sup>28</sup> Ex. 109 at 17 (Burke Rebuttal).

<sup>29</sup> Ex. 302 at 13-14 (Lee Surrebuttal)

<sup>30</sup> GMG Initial Br. at 47-48.

<sup>31</sup> Ex. 215, AAU-D-1 at 17 (Uphus Direct); Ex. 216 at 15 (Johnson Surrebuttal).

<sup>32</sup> Ex. 216 at 16 (Johnson Surrebuttal).

and education budget, GMG will be able to properly train its employees without funding the lobbying activities of the AGA. Its request for AGA dues should therefore be denied.

**B. THE MINNESOTA AGRI-GROWTH COUNCIL BENEFITS AGRIBUSINESS, NOT NATURAL GAS RATEPAYERS**

Membership in the Minnesota AgriGrowth Council does not provide any discernible benefit to GMG's ratepayers. In its initial brief, GMG stands by its primary argument that membership allows it "to engage with *potential* new agricultural customers."<sup>33</sup> Ratepayers should not be paying for speculative ventures such as this. GMG also attempts to portray its membership as related to natural gas service by pointing to the AgriGrowth Council's support for "'an all of the above' approach to energy policy,"<sup>34</sup> the benefit to ratepayers of which is unclear. This also seems to be lobbying-related support, although GMG explained that it could not find any evidence of the AgriGrowth Council actually pursuing the agenda it claims provides a ratepayer benefit since 2023.<sup>35</sup> In short, the AgriGrowth Council's support for energy policy either means dues would pay for improper lobbying-related activity or would pay for nothing. Neither of these are reasonable bases to keep AgriGrowth Council dues in rates, so the request for these dues should be denied.

**C. MRGTF DUES SHOULD BE AMORTIZED SO THAT GMG RECOVERS A JUST AND REASONABLE AMOUNT**

GMG argues that it should recover its full \$1100 unamortized request for MRGTF dues in the Test Year because participation in MRGTF provides benefits to GMG's ratepayers and because it has paid dues to MRGTF in four of the past five years.<sup>36</sup> This argument misses the point. The OAG does not dispute that there is a benefit to ratepayers; indeed, the OAG agrees that GMG

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<sup>33</sup> GMG Initial Br. at 52-53 (emphasis added).

<sup>34</sup> GMG Initial Br. at 53.

<sup>35</sup> Ex. 301, SL-D-6 at 2 (Lee Direct).

<sup>36</sup> GMG Initial Br. at 54.

should include the cost of MRGTF participation in dues.<sup>37</sup> However, the amount included in rates must reflect a representative test year amount, or else GMG will unjustly collect too much from ratepayers. GMG may have paid dues in four of the past five years,<sup>38</sup> but this demonstrates that it should not be able to charge ratepayers the full \$1,100 dues amount every year, which would be the result if the full cost of the dues is included in the test year. In addition to paying nothing in 2023, GMG only paid \$550 to MRGTF in 2022,<sup>39</sup> half the amount it is currently requesting. GMG also admitted in discovery that, as of December 20, 2024, it had not actually incurred a 2024 dues expense for MRGTF.<sup>40</sup> And GMG itself stated that it is not certain when the next interstate transmission rate cases will be, only that transmission pipeline companies Northern Natural Gas and Viking Transmission have generally followed a three-year cadence.<sup>41</sup> GMG has not supported that it is just and reasonable to recover \$1100 every year going forward, as it has not shown this cost is representative. Thus, the record supports amortizing MRGTF dues over three years so that GMG is properly compensated for this expense without unjustly overcharging its ratepayers.

### **III. GMG ARGUES AMR COSTS ARE JUST IN THE WRONG PLACE, BUT THE COSTS ARE NOT SUBSTANTIATED IN THE FIRST PLACE**

GMG argues that its plant balance for AMR-related plant should not be reduced because it placed the plant increases into the wrong account.<sup>42</sup> This misses the point. The OAG's point is that GMG failed to substantiate the actual existence of the AMR-related plant underlying the \$176,834 increase in the balance.<sup>43</sup>

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<sup>37</sup> Ex. 302 at 18 (Lee Surrebuttal).

<sup>38</sup> Ex. 301 at 12 (Lee Direct).

<sup>39</sup> Ex. 301 at 12 (Lee Direct).

<sup>40</sup> Ex. 301, SL-D-2 at 2 (Lee Direct).

<sup>41</sup> Ex. 301, SL-D-5 at 2 (Lee Direct).

<sup>42</sup> GMG Initial Br. at 55-56.

<sup>43</sup> Ex. 302 at 6-8 (Lee Surrebuttal).

GMG argues that the \$176,834 of AMR units was simply placed into the wrong FERC account, but that it should not be removed from GMG's plant balance because the overall plant balance remains the same.<sup>44</sup> Specifically, GMG states that its initial filing had accidentally placed the \$176,834 of meter-related balance into FERC Account 381,<sup>45</sup> making that account \$520,747 for 2024,<sup>46</sup> but that when it provided intervenors with the updated 2024 unaudited plant balances, it correctly placed those meters into FERC Account 382, reducing the Account 381 balance for 2024 to \$383,913.<sup>47</sup> It argues that the discrepancy "is solely a result of the correction made to 2024 without a corresponding correction made to 2025."<sup>48</sup>

GMG failed to substantiate the \$176,834 of AMR-related plant balance, regardless of which account it placed that amount into, and the \$176,834 should therefore be removed. GMG's argument attempts to place the focus on the sum total of FERC Accounts 381 and 382, which is the same regardless of where it places the unsubstantiated \$176,834,<sup>49</sup> but the issue is that there is no basis for including \$176,834 in *either* FERC account.<sup>50</sup> The OAG asked GMG to explain the basis for the \$176,834 increase, and GMG failed to explain why this amount should be added to either account.<sup>51</sup> Instead, GMG argued that the appearance that the amount is unsupported arises from its failure to correct the 2025 test year with updated 2024 actuals,<sup>52</sup> which is essentially an admission that GMG simply wants its test year amount to remain higher regardless of its actual

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<sup>44</sup> GMG Initial Br. at 55-56.

<sup>45</sup> GMG Initial Br. at 55.

<sup>46</sup> Ex. 105, Sched. B-1 at 3 (Initial Filing – Volume 3 – Financial Information).

<sup>47</sup> GMG Initial Br. at 55.

<sup>48</sup> GMG Initial Br. at 55.

<sup>49</sup> GMG Initial Br. at 56.

<sup>50</sup> Ex. 302 at 7-8 (Lee Surrebuttal).

<sup>51</sup> Ex. 302 at 8 (Lee Surrebuttal).

<sup>52</sup> GMG Initial Br. at 55.

plant balances. Because GMG failed to provide any evidence for the existence of the \$176,834 on its system, its test year plant balance should be reduced by that amount.

#### **IV. GMG'S SALES FORECAST AND RELATED CALCULATIONS ARE UNRELIABLE**

GMG has failed to justify the significant defects in GMG's sales forecast that make it unreliably low and would result in higher-than-justified rates.<sup>53</sup> First, GMG points to its 2024 sales volume to argue that its test year forecast is reasonable, ignoring that the forecast is a product of its methodology.<sup>54</sup> Second, GMG fails to justify its flawed methodology, which arbitrarily treats all customer additions as residential and does not account for historical customer growth. Its methodology was also proven inaccurate even before GMG filed its rate case. And third, GMG argues that it should be allowed to increase its revenue requirement, which is contrary to law,<sup>55</sup> by recalculating revenues without recalculating costs, which results in a wholly inaccurate revenue deficiency.

GMG argues that its test year sales forecast is reasonable because it estimates that it will sell a total of 4.5 million more therms in 2025 than it sold in 2024 and a total of 2 million more therms than its six-year average.<sup>56</sup> Simply comparing total sales volumes year-to-year is not a reasonable way to evaluate a sales forecast; it is important to evaluate how the test year sales

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<sup>53</sup> OAG Initial Br. at 18-21.

<sup>54</sup> GMG Initial Br. at 39.

<sup>55</sup> The Commission is specifically prohibited by statute from authorizing a rate increase above the rate requested by a public utility, and a utility must give notice of its rate increase request to begin the rate case. Minn. Stat. § 216B.16, subds. 1, 5.

<sup>56</sup> GMG Initial Br. at 39. GMG created its chart by adding 2024 actual sales to a chart that the OAG included in its direct testimony to illustrate that GMG's sales did not show a clear downward trend. Ex. 303 at 5 (Stevenson Direct). The OAG's chart did not include 2024 actual sales volumes because it was filed before GMG provided that data, but the inclusion of 2024 actual sales does not change the conclusion that the OAG explains in direct testimony. Ex. 303 at 5-7 (Stevenson Direct).

volume was determined. Indeed, an evaluation of GMG’s sales forecast methodology reveals that its test-year sales forecast is low.

GMG’s sales forecast is a function of its customer count forecast and historical average use per customer. GMG calculates its average use per customer for each customer class from 2019 to 2023 and then multiplies that use by the forecasted number of customers in each class.<sup>57</sup> GMG forecasted that it would add 400 new residential customers in the test year.<sup>58</sup> However, GMG also explained that it simply forecasts all new customers as residential unless it has a “very specific” reason not to.<sup>59</sup> It argued that any increase in the small customer count forecast should therefore be offset by a reduction in the residential customer count forecast because small commercial customers “were included in the forecast numbers” as residential customers.<sup>60</sup> Additionally, GMG did not perform any weather normalization or statistical analysis, making year-to-year comparison of gas usage less reliable.<sup>61</sup> This is despite GMG’s representation in its Gas Jurisdictional Annual Report that it can, in fact, weather normalize its sales.<sup>62</sup>

GMG’s choice to project an increase solely in residential customers artificially deflated its sales forecast in two ways. First, including fewer small commercial customers in its test year than it even has on its system<sup>63</sup> suppressed the total sales volume for that class. Furthermore, small commercial customers have higher average use per customer than residential customers,<sup>64</sup> so

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<sup>57</sup> Ex. 103 at 16-18 (Burke Direct).

<sup>58</sup> Ex. 105, Sched. E-1 at 3 (Initial Filing – Volume 3 – Financial Information).

<sup>59</sup> Ex. 109 at 5 (Burke Rebuttal).

<sup>60</sup> Ex 109 at 5-6 (Burke Rebuttal).

<sup>61</sup> Ex. 303 at 13-16 (Stevenson Direct).

<sup>62</sup> *See, e.g., 2023 Gas Jurisdictional Annual Reports*, MPUC Docket No. G-022/PR-24-02, Greater Minnesota Gas 2023 GJAR, sh. 30-Statement of Income (May 01, 2024)(eDocket No. [20245-206219-01](#)).

<sup>63</sup> Ex. 303 at 9 (Stevenson Direct).

<sup>64</sup> Ex. 303, CS-D-7 at 3 (Stevenson Direct).

GMG's contention that it simply budgeted new small commercial customers as new residential customers in its forecast<sup>65</sup> means that it multiplied its new small commercial additions by its lower residential average use-per-customer.

GMG tries to portray the OAG's recommendation to increase the small commercial customer count as unrealistic based on GMG's expansion plans and service territory.<sup>66</sup> GMG states that it has identified future residential growth opportunities, but not commercial ones, and its forecast is more grounded in its actual knowledge of its service territory than the OAG's recommendation.<sup>67</sup> Based on GMG's knowledge and experience, it projected that it would have 946 small commercial customers in the test year, meaning no change from the end of 2024.<sup>68</sup> But by the end of August 2024, before it filed its rate case, GMG already had 961 small commercial customers.<sup>69</sup> By the end of 2024, it had 996.<sup>70</sup> Thus, whereas GMG's filed sales forecast suggests that, based on its knowledge of its service territory, it would not have any growth in that class, it in fact added 50 more small commercial customers than it initially projected.

By contrast, the OAG based its recommendation on historical facts while acknowledging the limitations of the data that GMG provided.<sup>71</sup> The OAG observed that GMG had 970 small commercial customers by the end of October 2024.<sup>72</sup> Considering both GMG's actual average small commercial customer growth of 30 customers per year and GMG's contention that it had not identified more prospective small commercial customers, the OAG concluded that GMG could

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<sup>65</sup> Ex. 109 at 5 (Burke Rebuttal).

<sup>66</sup> GMG Initial Br. at 43-45.

<sup>67</sup> GMG Initial Br. at 43.

<sup>68</sup> GMG Initial Br. at 43.

<sup>69</sup> Ex. 303, CS-D-6 at 4 (Stevenson Direct).

<sup>70</sup> Ex. 109 at 6 (Burke Rebuttal).

<sup>71</sup> Ex. 303 at 10 (Stevenson Direct).

<sup>72</sup> Ex. 303 at 10 (Stevenson Direct).

reasonably expect to add another 20 small commercial customers by the end of the test year.<sup>73</sup> Accordingly, the OAG recommended adjusting the test year small commercial customer count to 990.<sup>74</sup> The OAG's recommendation thus reasonably balanced all considerations in the record. GMG, on the other hand, simply ignored the realities of its growth, instead basing its customer count forecast on proprietary knowledge that had already been proven wrong by the time GMG made its initial filing in this case.

Although the actual small commercial customer count rose to 996 by the end of 2024,<sup>75</sup> the OAG's recommendation to increase the test year small commercial count to 990 customers (in addition to adding 400 residential customers, as initially proposed by GMG) is still reasonable. A test year is a representative model used to set reasonable rates. As the Commission has explained:

The costs and revenues are for a 12-month period, based on current utility circumstances, but the rate case is not a projection for an actual year; instead, the rates based on this information remain in place until the Commission approves new rates in a subsequent rate case. The representative values reflect known and measurable changes that are anticipated to occur and are adjusted to remove the impacts of variable factors, such as weather.<sup>76</sup>

The goal of setting a test year is to identify reasonable costs and revenues in an ever-varying system that will ultimately assist the Commission in setting just and reasonable rates. Thus, the OAG recommends increasing the test year small commercial customer count to 990 rather than recalculating everything using 2024 actuals.

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<sup>73</sup> Ex. 303 at 10 (Stevenson Direct).

<sup>74</sup> Ex. 303 at 10 (Stevenson Direct).

<sup>75</sup> Ex. 109 at 5 (Burke Rebuttal).

<sup>76</sup> *In re Application of Otter Tail Power Co. for Authority to Increase Rates for Elec. Serv. in Minn.*, Docket No. E-017/GR-15-1033, FINDINGS OF FACT, CONCLUSIONS, AND ORDER, SUPPLEMENTARY FINDINGS—SALES FORECAST ¶ 1 (May 1, 2017) (eDocket No. [20175-131511-01](#)).



In fact, GMG mischaracterizes the OAG's position regarding the use of actual sales, and goes on to present an erroneously increased revenue requirement. After GMG lowered its sales forecast in rebuttal using its 2024 actual customer counts, the OAG stated that it was reasonable to update the customer counts only if GMG also updated the other actuals for 2024 – namely, operating costs and cost of service – and still forecasted customer growth in the test year.<sup>77</sup> In its brief, GMG states the OAG's position and then immediately suggests that its revenue requirement should be increased by \$92,834,<sup>78</sup> when that number is the result of *only* a downward revision of revenues.<sup>79</sup> That is, GMG heavily implies that its proposal to increase the revenue requirement by \$92,834 includes an update to 2024 actual operating costs and costs of service, but *it did not actually update its costs*. Instead, this number is from GMG's rebuttal testimony, where the only operating cost that GMG updated was the cost of gas<sup>80</sup> and where GMG still used its higher projected rate base rather than its lower 2024 actuals.<sup>81</sup> While GMG's 2024 actual customer count would mean lower revenues than in the initial filing, it would also mean lower costs, which would reduce or even eliminate GMG's belated \$92,834 claimed increase to its revenue requirement. The fact that GMG only recalculated revenues while maintaining higher costs means there is no reliable record basis upon which to recalculate the entire test year forecast using 2024 actuals.

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<sup>77</sup> Ex. 305 at 4 (Stevenson Surrebuttal).

<sup>78</sup> GMG Initial Br. at 44.

<sup>79</sup> Ex. 109, RDB-REB 3 (Burke Rebuttal).

<sup>80</sup> Compare Ex. 105, Sched. C-3 at 2-3 (Initial Filing – Volume 3 – Financial Information) to Ex. 305, CS-S-1 at 6-7 (Stevenson Surrebuttal). Ex. 305, CS-S-1 is the information request response containing the information that GMG used to calculate the increased revenue requirement. The only difference between page 2-3 of Ex. 105, Sched. C-3 and page 6-7 of Ex. 305, CS-S-1 is in the blue highlighted box; every other entry in the schedule – every other cost – is identical.

<sup>81</sup> Compare Ex. 105, Sched. B-1 at 1 (Initial Filing – Volume 3 – Financial Information) to Ex. 305, CS-S-1 at 3 (Stevenson Surrebuttal). The rate base used for the new calculation, depicted at Ex. 305, CS-S-1 at 3, line 1 is the same as the rate base used in the initial filing, depicted at Ex. 105, Sched. B-1 at 1, line 18. The actual 2024 rate base was lower. Ex. 301, SL-D-12 at 3, line 18 (Lee Direct).

Furthermore, it is not clear that GMG's statements regarding its revised customer count can be relied upon. In support of its proposal to use its 2024 actual customer count, GMG stated that "fewer residential customers actually signed up for service and one transport customer stopped service."<sup>82</sup> The OAG asked for more information regarding the transport customer, and GMG admitted in discovery that "[t]he customer in question did not stop taking gas service from GMG. Rather, the customer stopped being a transport customer."<sup>83</sup> There was not enough time before discovery closed to send follow-up information requests.<sup>84</sup> As with GMG's other contradictory statements, this revelation raises concerns about the accuracy of GMG's sales forecast in general.

In summary, GMG made demonstrably inaccurate assumptions in forecasting the addition of 400 residential customers and zero small commercial customers. The OAG, on the other hand, weighed historical facts and GMG's concern about its lack of identified prospective small commercial customers to recommend increasing the test year small commercial count to 990 customers. Furthermore, GMG opportunistically recalculated its sales revenues based on its smaller-than-expected 2024 customer growth without recalculating any relevant costs in order to request even more money than it included in its initial filing. The OAG's sales forecast recommendation should be adopted, and GMG's partially recalculated forecast should be rejected.

## **V. GMG FAILED TO JUSTIFY ITS CCOSS METHODOLOGY**

GMG argues that its CCOSS is reasonable because it is the same CCOSS that GMG used 15 years ago,<sup>85</sup> developing a compliant CCOSS would have been unduly burdensome,<sup>86</sup> and

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<sup>82</sup> Ex. 109 at 6 (Burke Rebuttal).

<sup>83</sup> Ex. 308 at 1 (GMG Response to OAG Information Request No. 7013).

<sup>84</sup> Ex. 308 was due on April 4, information request responses are due within 8 business days, FIRST PREHEARING ORDER at 6 (Jan. 22, 2025)(eDocket No. [20251-214251-01](#)), and formal discovery closed on April 9. FIRST PREHEARING ORDER at 3 (Jan. 22, 2025).

<sup>85</sup> GMG Initial Br. at 58-59.

<sup>86</sup> GMG Initial Br. at 59-60.

intervenors did not interrogate the substance of the CCOSS before the rate case was sent to OAH.<sup>87</sup> Using the same CCOSS as GMG's last rate case is unreasonable because the Commission ordered GMG to make changes to this CCOSS model to improve its accuracy. Intervenors asked GMG to make reasonable changes to its CCOSS and GMG's own revisions demonstrate that developing a better CCOSS was not as burdensome as GMG suggested in its initial filing. And GMG's argument that intervenors should have challenged the CCOSS before the case even began lacks legal merit.

GMG argues that using the CCOSS from its previous rate case is reasonable because GMG believes that it should not carry the burden of proof and because the Department and GMG agreed to use it fifteen years ago. As explained above, the fact that the Commission determined in GMG's 2009 rate case that GMG's rate design resulted in just and reasonable rates has no bearing on the determination of just and reasonable rates in this case. GMG has the burden to prove its case.<sup>88</sup> There is no presumption that its 15-year-old model will accurately assign costs for a current system that GMG itself says is extremely different from its old one.<sup>89</sup> Furthermore, in its previous rate case, the Department recommended, GMG agreed to, and the Commission ordered improvements to the CCOSS in GMG's next rate case.<sup>90</sup> GMG failed to comply with all but one of these improvements, stating that compliance would be unduly burdensome.<sup>91</sup> Rather than supporting GMG's rate request, the presentation of its old CCOSS undermines GMG's petition.

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<sup>87</sup> GMG Initial Br. at 60-61.

<sup>88</sup> Minn. Stat. § 216B.16, subd. 4.

<sup>89</sup> Ex. 103, CJC-1 at 6 (Chilson Direct); Ex. 103 at 16 (Burke Direct); *see also* Ex. 109 at 4 (Burke Rebuttal).

<sup>90</sup> Ex. 103, CJC-1 at 6 (Chilson Direct); Ex. 205 at 2-5 (Shah Surrebuttal); Ex. 204 at 7-11 (Shah Direct).

<sup>91</sup> Ex. 103, CJC-1 at 6 (Chilson Direct); Ex. 205 at 2-5 (Shah Surrebuttal); Ex. 204 at 7-11 (Shah Direct).

GMG’s argument that producing “additional” CCOSs would be costly or burdensome fails to pass muster.<sup>92</sup> The OAG asked GMG to make adjustments to its CCOS that can all be done using Microsoft Excel, as the OAG did.<sup>93</sup> Then, in rebuttal testimony, GMG itself made some of the requested adjustments to its CCOS, demonstrating that it was capable of doing so after all.<sup>94</sup> In fact, GMG’s rebuttal CCOS not only incorporated some recommendations from intervenors, it also included all of the changes that the Commission ordered in GMG’s previous rate case, demonstrating that these improvements were not as unduly burdensome or costly as GMG originally asserted.<sup>95</sup>

Finally, GMG seems to argue that its CCOS is reasonable because the Department and the OAG did not “object to the Company’s CCOS or allege[] that it was inadequate in their comments on the completeness of the Company’s application.”<sup>96</sup> GMG goes on to suggest that the intervenors should have “resolved the issues” with GMG’s CCOS before the Commission even decided the completeness of GMG’s application.<sup>97</sup> The Commission’s notice of comment period on completeness asked “[d]oes Greater Minnesota Gas, Inc.’s application comply with the *filing requirements* of Minn. Stat. § 216B.16, Minn. Rules, parts 7825.3100 to 7825.4400, and relevant Commission Orders?”<sup>98</sup> It was not a comment period to determine the quality or persuasive weight of GMG’s evidence, which is what the OAG has evaluated through discovery and ultimately

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<sup>92</sup> GMG Initial Br. at 59-60.

<sup>93</sup> Ex. 303, CS-D-17 (Stevenson Direct); Ex. 303, CS-D-19 (Stevenson Direct); Ex. 303, CS-D-21 (Stevenson Direct).

<sup>94</sup> Ex. 109 at 23-24 (Burke Rebuttal).

<sup>95</sup> GMG Initial Br. at 61-62; Ex. 109 at 24 (Burke Rebuttal).

<sup>96</sup> GMG Initial Br. at 60.

<sup>97</sup> GMG Initial Br. at 61.

<sup>98</sup> NOTICE OF COMMENT PERIOD ON COMPLETENESS AND PROCEDURES at 1 (Nov. 6, 2024) (eDocket No. [202411-211653-01](#)) (emphasis added).

critiqued, and which is what a contested case is for.<sup>99</sup> GMG's observation that the OAG did not challenge its CCOSS on completeness grounds lacks merit.

GMG ultimately argues that no CCOSS would overcome the supposed presumption that its revenue apportionment and rate design are reasonable. There is no such presumption, and GMG is not absolved of the obligation to demonstrate the reasonableness of the cost factors that the Commission must evaluate along with non-cost factors.<sup>100</sup>

## **VI. GMG'S REVENUE APPORTIONMENT PROPOSAL IS UNREASONABLE AND UNSUPPORTED BY THE RECORD**

GMG bears the burden of proving that its rate increase will be just and reasonable, and its arguments against adoption of the OAG's revenue apportionment and rate design only impeach GMG. At its core, GMG's argument is that the OAG relies on theory and GMG relies on the realities of its system.<sup>101</sup> This is contradicted by the very arguments that GMG makes and the facts it cites to.

First, GMG critiques the OAG's discussion of residential incomes in GMG's service territory. The OAG explained that many Minnesotans who qualify for Low Income Home Energy Assistance Program (LIHEAP) funding do not actually receive it.<sup>102</sup> The OAG also presented data showing that average yearly incomes in the counties GMG serves are lower than the state average,<sup>103</sup> which, coupled with GMG's relatively higher rates,<sup>104</sup> could mean that its customers experience a higher energy burden than the average Minnesota household. In addition, the OAG

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<sup>99</sup> See Minn. Stat. § 216B.16, subd. 2(b).

<sup>100</sup> *St. Paul Area Chamber of Com. v. Minn. Pub. Serv. Comm'n*, 251 N.W.2d 350, 358 (Minn. 1977).

<sup>101</sup> GMG Initial Br. at 64. This also elides the fact that GMG's minimum system CCOSS is also a theory, with both theoretical flaws and methodological flaws. Ex. 303 at 23-32 (Stevenson Direct).

<sup>102</sup> Ex. 303 at 67-68 (Stevenson Direct).

<sup>103</sup> Ex. 303 at 68-69 (Stevenson Direct).

<sup>104</sup> Ex. 303 at 74-76 (Stevenson Direct).

demonstrated that other indicators of economic distress specific to GMG’s residential customers – the average past balance due, total late fees, and total reconnection fees – have all spiked in the past year.<sup>105</sup>

GMG attempts to undermine the OAG’s argument by using data from outside the case record<sup>106</sup> showing that its customers are a small portion of the overall population of the counties it serves and highlighting that the OAG does not have intra-county income data.<sup>107</sup> GMG concludes that this means there is no evidence that its residential customers have a high energy burden.<sup>108</sup> However, by the same token, GMG failed to provide any evidence that its residential customers *do not* have a high energy burden. Furthermore, GMG failed entirely to respond to the OAG’s observations regarding GMG-specific signs of economic distress for the residential class. Even though it bears the burden of proof, GMG failed to produce evidence that its proposed residential rate increase would be reasonable, whereas the OAG produced evidence that the proposed residential rate increase would be unreasonable.

Second, GMG argues that the OAG’s revenue apportionment would place too great a financial burden on “family-owned farms and small businesses.”<sup>109</sup> GMG fails to mention that the agricultural increase proposed by the OAG is the same increase that GMG itself proposed for the interruptible agricultural class, and that is the highest class increase that either party proposed.<sup>110</sup> As for small businesses, the OAG’s proposed increase for the small commercial class is *lower* than

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<sup>105</sup> Ex. 303 at 69-71 (Stevenson Direct).

<sup>106</sup> GMG Initial Br. at 65, n. 291-292.

<sup>107</sup> GMG Initial Br. at 64-65.

<sup>108</sup> GMG Initial Br. at 65.

<sup>109</sup> GMG Initial Br. at 65.

<sup>110</sup> Ex. 305 at 19 (Stevenson Surrebuttal); Ex. 105, Sched. E-2 at 1 (Initial Filing – Volume 3 – Financial Information). GMG’s proposed interruptible agricultural rate increase can be determined from Ex. 105, Sched. E-2 at 1 as follows: (line 15-line 9)/line 9 = (1103707-991485)/991485 = 11.32 percent.

GMG's proposed increase for that class.<sup>111</sup> The OAG's recommendations are therefore more protective of small businesses than GMG's proposal and treat agricultural customers equally to GMG's proposal.

GMG goes on to argue that the OAG's proposed increases "would incentivize GMG's larger customers classes to bypass GMG by converting to an alternative fuel source, such as propane, or to an alternative provider."<sup>112</sup> GMG provided no firm evidence supporting this alleged bypass risk. In fact, this argument is contradicted by GMG's own evidence that propane is more expensive than natural gas and will continue to be after this rate case.<sup>113</sup> It also contradicts GMG's contention that its rates are justifiably higher than other natural gas utilities because it has extended service to customers who other utilities refused to serve.<sup>114</sup> If GMG extended service to areas other companies neglected, there are no other natural gas companies for its large customers to flee to. GMG's suggestion that its larger customers would drop service is undermined by its own evidence.

GMG also argues that the OAG's revenue apportionment would result in larger customers subsidizing smaller customers.<sup>115</sup> In support of this argument, it cites to the OAG's statement that the OAG assigned an 11 percent increase to the commercial class because the OAG was concerned that a higher increase could cause rate shock, implying that the OAG attempted to lower the residential class's increase at the expense of larger customers.<sup>116</sup> On the contrary, both of the

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<sup>111</sup> Ex. 305 at 19 (Stevenson Surrebuttal); Ex. 105, Sched. E-2 at 1 (Initial Filing – Volume 3 – Financial Information). Similarly, GMG's proposed small commercial class can be determined from Ex. 105, Sched. E-2 at 1 as follows  $(1367226-1272236)/1272236 = 7.47$  percent.

<sup>112</sup> GMG Initial Br. at 65-66.

<sup>113</sup> Ex. 107 at 2-3 (Chilson Surrebuttal). GMG vaguely gestures to the possibility that some of its customers might be able to obtain lower prices for propane, Ex. 107 at 5-6, but fails to provide any detail or corroborating evidence, making the claim impossible to verify.

<sup>114</sup> Ex. 113 at 1 (Witness Statement of Gregory H. Palmer); Ex. 112 at 2-3, 13 (Palmer Rebuttal).

<sup>115</sup> GMG Initial Br. at 65 (stating that GMG's large customers have "margins insufficient to bear a significant increase as a result of subsidizing other classes.").

<sup>116</sup> GMG Initial Br. at 66.

OAG's CCOSs showed that the commercial class should receive a 21 percent to 25 percent rate increase to be at cost,<sup>117</sup> but the OAG did not want to cause rate shock to that class.<sup>118</sup> Thus, the OAG lowered its recommended commercial increase to 11 percent, which was the most the OAG felt other classes could reasonably be asked to subsidize the commercial class.<sup>119</sup>

## **VII. GMG IGNORED THE NUANCE OF THE OAG'S RATE DESIGN RECOMMENDATION**

GMG represents the OAG's recommendation for facility fees as an endorsement of GMG's proposal to increase all facility fees by roughly 15 percent,<sup>120</sup> but the OAG's actual recommendation is more thoughtful than that. Rather, the OAG's analysis, based on GMG's rough data,<sup>121</sup> suggested that GMG's residential customers may impose more customer-related costs than GMG's proposed facility fee.<sup>122</sup> However, the OAG also explained that, as with other legislative ratemaking choices, there are other policy considerations that must be weighed, and in particular the statutory requirement that rates must incentivize conservation.<sup>123</sup> Because an increase in the facility fee means a corresponding decrease in the volumetric distribution charge, a higher facility fee discourages conservation.<sup>124</sup> Accordingly, the OAG proposed that the facility fee increase only be approved if GMG's entire requested increase is approved.<sup>125</sup> If the final approved rates are lower than GMG's full request, the OAG recommends reducing the increase in facility fees before reducing the increase to the volumetric charge – a solution that balances cost and non-cost factors by ensuring that GMG recovers its revenue requirement while still encouraging conservation.

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<sup>117</sup> Ex. 305 at 13-14 (Stevenson Surrebuttal).

<sup>118</sup> Tr. at 105:11-106:3 (Stevenson).

<sup>119</sup> See Ex. 303 at 81 (Stevenson Direct).

<sup>120</sup> GMG Initial Br. at 66-67.

<sup>121</sup> Ex. 303 at 87-88 (Stevenson Direct).

<sup>122</sup> Ex. 303 at 88 (Stevenson Direct).

<sup>123</sup> Ex. 303 at 84-85 (Stevenson Direct); Minn. Stat. § 216B.03.

<sup>124</sup> Ex. 303 at 85-86 (Stevenson Direct).

<sup>125</sup> Ex. 305 at 22 (Stevenson Surrebuttal).



## CONCLUSION

GMG failed to carry its burden to prove its rate request would be just and reasonable. For all of the reasons detailed in the OAG's initial brief and reply brief, the ALJ and the Commission should adopt the OAG's recommendations.

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