KEYES, FOX & WIEDMAN LLP

June 6, 2016

Mr. Daniel Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2147

Re: *In the Matter of a Complaint of Larry Fagen against Minnesota Valley Cooperative Light & Power Association.*
PUC Docket No.: E-123/CG-16-241

Dear Mr. Wolf,

In connection with the above-captioned docket enclosed please find the Comments filed on behalf of the Energy Freedom Coalition of America. Also attached is a certificate of service.

Sincerely,

/s/ Scott F. Dunbar

Scott F. Dunbar (Atty. Reg. No. 44521)
Keyes, Fox & Wiedman, LLP
1580 Lincoln St., Suite 880
Colorado, CO 80203
Telephone: 949-525-6016
E-mail: sdunbar@kfwlaw.com

JW/pj

Enclosure

Cc: Service List

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

In the Matter of a Complaint of Larry Fagen against Minnesota Valley Cooperative Light & Power Association.

DOCKET NO. E-123/CG-16-241 Date: June 6, 2016

COMMENTS OF THE ENERGY FREEDOM COALITION OF AMERICA

The Energy Freedom Coalition of America (EFCA) hereby submits these initial comments pursuant to the State of Minnesota Public Utilities Commission's (Commission) Notice of Comment Period (Notice) issued March 31, 2016. EFCA is a national advocacy group formed under the laws of the State of Delaware, which seeks to promote public awareness of the benefits of solar and alternative energy through public advocacy. EFCA also promotes the use of rooftop and other customer-owned and third-party owned distributed solar electrical generation for residential and commercial applications. EFCA's members include SolarCity Corporation; Silevo, LLC; Zep Solar, LLC; Go Solar, LLC; 1 Sun Solar Electric, LLC; and Ecological Energy Systems. EFCA members provide solar energy facilities and services in multiple states and are interested in expanding their provision of solar electric distributed generation in Minnesota. An EFCA member is engaged in the financing and installation of residential, commercial, and utility scale solar facilities, including the offering of solar leasing, solar power purchase agreements, and direct loans to consumers. EFCA members are engaged in research, development, and deployment of energy storage and demand response products. EFCA members employ a number of former utility grid engineers and economists who offer an informed and unique perspective on proposals for distributed energy resources.

EFCA appreciates the opportunity to respond to the Commission's questions regarding the Complaint of Larry Fagen against Minnesota Valley Cooperative Light & Power Association. Each of the Commission's questions are addressed in turn below.

1. **Is it permissible for a cooperative electric association to *require* a customer to be compensated using the "kWh carry-forward" method, Minn. Stat. §216B.164 Subd. 3(f)?**

A cooperative electric association cannot require a customer to be compensated using the "kWh carry-forward" method described at Minn. Stat. §216B.164, Subd. 3(f). The plain language of the statute allows a customer, who is also a qualifying facility with less than 40 kW of capacity, to choose to be compensated *either* using the kWh carry-forward method *or* at the "average retail utility energy rate," as described under subdivision 3(d).

The Minnesota Supreme Court has stated, "When interpreting a statute, we must look first to the plain language of the statute."[1] Subdivision 3(d) of §216B.164 plainly states,

[1] *Jackson v. Mortg. Elec. Registration Sys.*, 770 N.W.2d 487, 496 (Minn. 2009).

"Notwithstanding any provision in this chapter to the contrary, a qualifying facility having less than 40-kilowatt capacity *may elect* that the compensation for net input by the qualifying facility into the utility system shall be at the average retail utility energy rate."[2] The statute's use of the common phrase, "may elect," clearly means that the choice to be compensated at the average retail utility energy rate belongs to the customer with the qualifying facility. Further, the statute's use of the phrase, "[n]otwithstanding any provision of this chapter to the contrary," indicates that even if other language in the statute may seem to indicate otherwise, the qualifying facility customer may make this choice.

Despite Minnesota Valley Cooperative Light & Power Association's (Minnesota Valley, or the Cooperative) recitation that "words and phrases in a statute must be given their 'plain and ordinary meaning,'" the Cooperative's comments discussing §216B.164, Subd. 3 obfuscates the plain meaning of the phrase, "may elect," and finds ambiguity where there is none.[3] EFCA will not attempt to rebut each of Minnesota Valley's confusing and misleading arguments on statutory interpretation. The statute's statement that "a qualifying facility … may elect" to be compensated at the average retail utility energy rate is clearly and simply violated if a cooperative electric association requires the qualifying facility to be compensated at a different rate or using a different methodology such as the kWh carry-forward method, thereby taking away the qualifying facility's choice.

EFCA notes that Minnesota Valley apparently understood – at one point in time, at least – that it was obligated to give qualifying facility customers a choice in how they are compensated for net inputs to its system, because the contract itself gives the qualifying facility a choice. In the contract provided to Mr. Fagen, section 2 of the "Agreements" section reads, "The Utility will credit kilowatt-hours *or* buy electricity from the QF. The *QF has selected* the credit or payment schedule category hereinafter indicated (select one)."[4] While there are other problematic issues with this form contract that will be discussed later, the optionality provided for in the contract indicates that many if not all of Minnesota Valley's arguments in its Initial Response are *post hoc* rationalizations for its later decision to require Mr. Fagen to be compensated under the kWh carry-forward method, which was pre-selected in the contract provided to Mr. Fagen.

Minnesota Valley also argues that paragraphs 3(d) and 3(f) are not mutually exclusive options because the "effective rate of compensation" under the bill credits provided for under the kWh carry-forward method described in paragraph 3(f) is the average retail utility energy rate.[5] First of all, the kWh carry-forward method is not equivalent to being compensated at the average retail utility energy rate because "[a]ny kilowatt-hour credits carried forward by the customer cancel at the end of the calendar year with no additional

[2] Emphasis added.
[3] Minnesota Valley Cooperative Light & Power Association's Initial Response to Request for Comments (Initial Response), p. 4.
[4] Complaint, Appendix A., p. 2 (emphasis added).
[5] Minnesota Valley's Initial Response, p. 5.

compensation."[6] Put another way, a qualifying facility will receive no compensation at all for at least some of the excess kilowatt-hours supplied to the Cooperative's system. The significant economic impact of credits being cancelling at the end of the year are explained in Mr. Fagen's complaint.[7]

Second, interpreting paragraph 3(f) as merely an explanation of or an equivalent concept to the average retail utility energy rate described in paragraph 3(d) would violate another principle of statutory construction. Paragraph 3(a) of Minn. Stat. § 216B.164 states that a qualifying facility customer "shall be compensated at a per-kilowatt-hour rate determined under paragraph (c), (d), *or* (f)."[8] "The word 'or' is a disjunctive and ordinarily refers to different things as alternatives"[9] – it is not used to list different descriptions of the same concept, as Minnesota Valley would have this Commission believe. Paragraphs 3(c), 3(d), and 3(f) describe three separate and distinct ways for determining how Minnesota Valley must compensate Mr. Fagen for the net input of his solar system. If Mr. Fagen would prefer not to be compensated based on avoided costs as described in paragraph 3(c), Mr. Fagen has the right to choose either the average retail utility energy rate described in paragraph 3(d) or the kWh carry-forward method described in paragraph 3(f). Under the plain language of the statute, Minnesota Valley may not choose for him by requiring him to be compensated under the kWh carry-forward method.

EFCA recommends that the Commission require Minnesota Valley to issue Mr. Fagen a new contract that allows Mr. Fagen to choose among the compensation rates described in paragraphs 3(c), 3(d), and 3(f). As will be discussed in the next section, the contract that Minnesota Valley presented Mr. Fagen with, in addition to having the kWh carry-forward method pre-selected, does not include the option to be compensated at the average retail utility energy rate, as required by paragraph 3(d).

EFCA further recommends that the Commission require Minnesota Valley to offer all existing and all future qualifying facility customers a contract that allows the customer to choose among the statutory compensation rates.

2. **Does Minnesota Valley's compensation option of "the kWh rate calculated from the Cooperative's previous year's average wholesale power cost figures" comply with Minn. Stat. §216B.164 Subd. 3(d) and Minn. Rules 7835.3300, Subd. 1?**

No, "the kWh rate calculated from the Cooperative's previous year's average wholesale power cost figures" does not comply with Minn. Stat. §216B.164 Subd. 3(d) or Minn. Rules 7835.300, Subd. 1. The referenced statute requires a cooperative electric association, such as Minnesota Valley, to compensate a qualifying facility, such as Mr. Fagen, at the "average retail utility energy rate." This rate is defined by the same statute as "as the average of the retail energy rates, exclusive of special rates based on income,

[6] Minn. Stat. § 216B.164, Subd. 3(f).
[7] See Complaint, p. 9.
[8] Emphasis added.
[9] Aberle v. Faribault Fire Dep't Relief Asso., 41 N.W.2d 813, 817 (Minn. 1950).

age, or energy conservation, according to the applicable rate schedule of the utility for sales to that class of customer."

As the Commission well knows, a retail energy rate is a rate paid by end-use customers, such as Mr. Fagen. By contrast, "wholesale power cost figures" refers to a cooperative electric association's costs of acquiring the energy that it sells to its retail customers. Retail rates necessarily include the utility's costs of acquiring energy, but they also include the utility's other costs of providing utility service, including capital expenses (such as wires and poles), operating expenses (such as employee salaries), and the utility's cost of capital (such as debt service payments). Because the Cooperative's retail rates must recover all of its costs of providing service, there is no possible scenario in which Minnesota Valley's "average retail utility energy rate" could ever be equal to its "wholesale power costs."

Minnesota Valley provided a table in Attachment C to its Initial Response that purportedly shows "the Cooperative's average wholesale power cost figures for 2014 and 2015."[10] The undersigned was unable to access the trade-secret version of Attachment C.[11] However, the public version of the table confirms that Minnesota Valley is calculating its "wholesale power cost" based on its costs of purchasing power from its wholesale power providers, the Western Area Power Administration (WAPA) and Basin Electric Power Cooperative (Basin). As just discussed, these wholesale "cost/kWh" rates are distinct from retail rates and will necessarily be lower than the retail rates that Minnesota Valley charges its retail customers, for the simple reason that retail rates must recover all of Minnesota Valley's other costs of providing service, in addition to recovering its wholesale energy costs.

EFCA recommends that the Commission require Minnesota Valley to present Mr. Fagen with a new contract that allows him to choose between being compensated under the kWh carry-forward method or at Minnesota Valley's average *retail* utility energy rate. The contract should further state precisely what the average retail utility energy rate is for Mr. Fagen's customer class and explain how Mr. Fagen will be notified if this rate changes in the future.

EFCA further recommends that the Commission require Minnesota Valley to present the same new contract presented to Mr. Fagen to all of its existing and future qualifying facility customers.

[10] Minnesota Valley's Initial Response, p. 9.

[11] The undersigned sent an email requesting to sign the necessary non-disclosure agreement to access the documents to Pat Carruth, Minnesota Valley's General Manager, at the email address provided in Minnesota Valley's Initial response, but received a bounceback email saying that the address was invalid. The undersigned called Minnesota Valley's offices, left a message for Mr. Carruth with an administrative assistant requesting a return phone call, and obtained a correct email address for Mr. Carruth, to which he sent another request for a non-disclosure agreement. No one from Minnesota Valley has replied to the undersigned's phone message or email.

3. **If a customer installed a solar system prior to July 1, 2015 and expanded it after July 1, 2015, is all, part, or none of the combined system subject to the 2015 amendments to Minn. Stat. §216B.164?**

Minnesota H.F. No. 3, the 2015 bill that amended Minn Stat. §216B.164 states the following: "EFFECTIVE DATE. This section is effective July 1, 2015, and applies to customers installing net metered systems after that day." Expanding an existing solar system is a different action from installing a new system, especially when the customer intends to expand the system when he first installs it, as was the case with Mr. Fagen. A customer who installs a solar system prior to July 1, 2015 is exempt from the 2015 amendments to Minn. Stat. §216B.164, even if that customer later expands his system.

If the Commission believes that the guidance on the effective date provided by H.F. No. 3 is not straightforward or is ambiguous, the Commission should look to the rules of statutory interpretation for guidance on resolving any ambiguity. Relevant here, Minn. Stat. §645.16, the title of which is "Legislative Intent Controls," states, "The object of all interpretation and construction of laws is to ascertain and effectuate the intention of the legislature." The intention of the Legislature with respect to Minn. Stat. §216B.164 is found in Subd. 1, which states, "**Scope and Purpose.** This section shall at all times be construed in accordance with its intent to give the maximum possible encouragement to cogeneration and small power production consistent with protection of the ratepayers and the public."[12]

If the Commission believes that the effective date language of H.F. No. 3 is ambiguous, it should resolve the ambiguity in a way that gives "the maximum possible encouragement to … small power production." A finding that all or part of Mr. Fagen's solar system is subject to the new, less favorable amendments to Minn. Stat. §216B.164, would have the effect of discouraging and penalizing Mr. Fagen and his small solar power production system, contrary to the explicit legislative intent. It is difficult to see how discouraging and penalizing Mr. Fagen in this way is required to protect ratepayers and the public.

The Commission should ignore the contextual arguments on this issue that Minnesota Valley made in its Initial Response. Specifically, the Cooperative argues that it never received notice that Mr. Fagen intended to expand his system,[13] that the Cooperative required a new application and inspection for the expanded system,[14] and that the Cooperative required Mr. Fagen to install a new output meter.[15] Neither Minnesota Valley's lack of knowledge of Mr. Fagen's intentions nor Minnesota Valley's administrative and operational requirements are relevant to a question of statutory interpretation; none of these alleged facts should affect the Commission's interpretation of the statute.

[12] Emphasis in original.
[13] Minnesota Valley's Initial Response at pp. 1-2.
[14] Id. at p. 8.
[15] Id.

If the Commission disagrees and finds that the 2015 amendments to Minn. Stat. §216B.164 apply to a customer who expands his solar system after July 1, 2015, the Commission should find that only the parts of the system that were added subsequent to that date are subject to the amendments. In the case of Mr. Fagen, it is unquestionable that the first 9.156 kW solar system that Mr. Fagen installed was not subject to the 2015 amendments when H.R. No. 3 was passed. It would be an absurd result, not to mention patently unfair, to subject Mr. Fagen's original installation to the 2015 amendments simply because he decided to expand his system after the new law was passed. The Commission should ignore Minnesota Valley's suggestion that subjecting half of Mr. Fagen's system to the old law and half to the new law would leave utilities and customers "in the awkward position of having multiple contracts and billing arrangements in effect at one time."[16] Though Minnesota Valley may need to install two meters to deal with such an arrangement, the Commission should be confident that Minnesota Valley's computerized accounting system will be able to accommodate this "awkward position."

Finally, if the Commission agrees that Mr. Fagen is not subject to the 2015 amendments, then Minnesota Valley cannot require Mr. Fagen to be compensated for his solar system's net input under the kWh carry-forward method because paragraph 3(f), which describes the kWh carry-forward method, was added to the statute as a part of the 2015 amendments.[17] Nevertheless, EFCA urges the Commission not to treat Question 1 as moot. Minnesota Valley stated in no uncertain terms in its Initial Response that it is preselecting the kWh carry-forward method for all customers who install net metered systems after July 1, 2015.[18] As a result, if the Commission decides that Mr. Fagen is grandfathered into the previous language of Minn. Stat. §216B.164, it should use the opportunity of Mr. Fagen's complaint to instruct Minnesota Valley that, for all the reasons discussed in EFCA's response to Question 1 above, it cannot require customers to be compensated under the kWh carry-forward method, but must give customers a choice as required by the statute.

EFCA recommends that the Commission find that a customer who installed a solar system prior to July 1, 2015 is not subject to the 2015 amendments to Minn. Stat. §216B.164. If the Commission agrees, it should still take the opportunity to resolve Question 1 for the other customers of Minnesota Valley and other Minnesota utilities and cooperative electric associations.

4. **Is it permissible for a utility to waive or reduce other fees to encourage QFs to elect a specific method of compensation for excess energy, such as the kWh carry forward method?**

No. Under well-established cost-based ratemaking principles, a utility may only charge customers fees that reflect the utility's actual and reasonable costs. Paragraph 3(a) of Minn. Stat. §216B.164 allows a cooperative electric association to "charge an additional fee to recover the fixed costs not already paid for by the customer through the customer's

[16] Id.
[17] See H.F. No. 3, Ch. 1, Art. 3, Sec. 21.
[18] Minnesota Valley's Initial Response at p. 3.

existing billing arrangement. Any additional charge by the utility must be reasonable and appropriate for that class of customer based on the most recent cost of service study."

The statute's reference to "the customer's existing billing arrangement" indicates that any fees the utility may impose to recover fixed costs may be different depending on whether the qualifying facility customer has chosen to be compensated for net inputs to the utility system at the avoided cost (under paragraph 3(c)), at the average retail utility energy rate (under paragraph 3(d)), or under the kWh carry-forward method (under paragraph 3(f)).

However, allowing for different charges for different billing arrangements does not mean that the utility can tailor its charge to encourage qualifying facility customers to choose one method of compensation over the other. Any additional charges must be based on actual fixed costs that would not otherwise be recovered.

What is more, a utility must demonstrate that fixed costs would go unrecovered without its proposed fee and that the fee is "reasonable and appropriate" for the customer to pay. As required by the statute, the utility must demonstrate the appropriateness of any fees through a recent cost of service study, which must be made available for review by its customers. The utility cannot impose such additional fees, or threaten to impose additional fees, based merely on its own "rough estimate of recoverable fixed costs per kW," as Minnesota Valley's Mr. Walsh indicated to Mr. Fagen.[19] If the utility is only able to estimate – rather than prove up – the fixed costs that it claims are going unrecovered, that may be an indication that the utility is not actually suffering from any under-recovery.

EFCA recommends that the Commission find that, if Minnesota's utilities wish to impose additional fees, they must first demonstrate, using a cost of service study, that fixed costs are not being adequately recovered. If so, the Commission should also require utilities to demonstrate that its proposed fees are reasonable and appropriate. Finally, the Commission should require that any fees be based on the utility's actual and reasonable costs, and are not designed to encourage or compel customers to choose the utility's own preferred method of compensating customers for excess energy.

EFCA appreciates the opportunity to provide these comments on the Commission's questions and looks forward to continued involvement in this proceeding.

[19] Id. at p. 3.

Respectfully submitted,

By: /s/ *Scott F. Dunbar*

Scott F. Dunbar
Keyes, Fox &Wiedman LLP
1580 Lincoln St., Suite 880
Denver, CO 80203
Phone: (720) 216-1184
Mobile: (949) 525-6016
sdunbar@kfwlaw.com

CERTIFICATE OF SERVICE

I, Philip Jett, hereby certify that I have this day served a true and correct copy of the following document to all persons at the addresses indicated below or on the attached list by electronic filing, electronic mail, courier, interoffice mail or by depositing the same enveloped with postage paid in the United States Mail.

COMMENTS OF THE ENERGY FREEDOM COALITION OF AMERICA

In the Matter of a Complaint of Larry Fagen against Minnesota Valley Cooperative Light & Power Association.
PUC Docket No.: E-123/CG-16-241

Dated this 6th day of June, 2016.

/s/ Philip Jett

Philip Jett

Print Close

Service List Member Information

Electronic Service Member(s)

Next / Last

Last Name	First Name	Email	Company Name	Delivery Method	View Trade Secret
Abbey	Ross	ross@mysunshare.com	SunShare, LLC	Electronic Service	No
Alders	James	james.r.alders@xcelenergy.com	Xcel Energy	Electronic Service	No
Allen	Michael	michael.allen@allenergysolar.com	All Energy Solar	Electronic Service	No
Anderson	Christopher	canderson@allete.com	Minnesota Power	Electronic Service	No
Anderson	Julia	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	Electronic Service	Yes
Baldwin Auck	Sara	sarab@irecusa.org	Interstate Renewable Energy Council, Inc.	Electronic Service	No
Bergan	Sara	sebergan@stoel.com	Stoel Rives LLP	Electronic Service	No
Bertsch	Derek	derek.bertsch@mrenergy.com	Missouri River Energy Services	Electronic Service	No
Blazar	William A.	bblazar@mnchamber.com	Minnesota Chamber Of Commerce	Electronic Service	No
Bradley	Kenneth	kbradley1965@gmail.com	N/A	Electronic Service	No
Brekke	Jon	jbrekke@grenergy.com	Great River Energy	Electronic Service	No
Brennan	Kathleen M.	kmb@mcgrannshea.com	McGrann Shea Carnival, Straughn & Lamb, Chartered	Electronic Service	No
Bring	Mark B.	mbring@otpco.com	Otter Tail Power Company	Electronic Service	No
Brusven	Christina	cbrusven@fredlaw.com	Fredrikson Byron	Electronic Service	No
Bull	Michael J.	mbull@mncee.org	Center for Energy and Environment	Electronic Service	No
Burdette	Jessica	jessica.burdette@state.mn.us	Department of Commerce	Electronic Service	No
Cannon	Joel	jcannon@tenksolar.com	Tenk Solar, Inc.	Electronic Service	No
Carnival	Douglas M.	dmc@mcgrannshea.com	McGrann Shea Carnival Straughn & Lamb	Electronic Service	No
Carroll	John J.	jcarroll@newportpartners.com	Newport Partners, LLC	Electronic Service	No
Colburn	Kenneth A.	kcolburn@symbioticstrategies.com	Symbiotic Strategies, LLC	Electronic Service	No
Crocker	George	gwillc@nawo.org	North American Water Office	Electronic Service	No
Crowell	Arthur	Crowell.arthur@yahoo.com	A Work of Art Landscapes	Electronic Service	No
Currie	Leigh	lcurrie@mncenter.org	Minnesota Center for Environmental Advocacy	Electronic Service	No
Dahl	Stacy	sdahl@minnkota.com	Minnkota Power Cooperative, Inc.	Electronic Service	No
Dahlberg	David	davedahlberg@nweco.com	Northwestern Wisconsin Electric Company	Electronic Service	No
Darabi	James	james.darabi@solarfarm.com	Solar Farm, LLC	Electronic Service	No
Denison	Dustin	dustin@appliedenergyinnovations.org	Applied Energy Innovations	Electronic Service	No
Denniston	James	james.r.denniston@xcelenergy.com	Xcel Energy Services, Inc.	Electronic Service	No
Dieren	Curt	curt.dieren@dgr.com	L&O Power Cooperative	Electronic Service	No
Dobson	Ian	ian.dobson@ag.state.mn.us	Office of the Attorney General-RUD	Electronic Service	No
Eggl	Mike	meggl@bepc.com	Basin Electric Power Cooperative	Electronic Service	No
Engelking	Betsy	betsy@geronimoenergy.com	Geronimo Energy	Electronic Service	No
Er	Oncu	oncu.er@avantenergy.com	Avant Energy, Agent for MMPA	Electronic Service	No
Farrell	John	jfarrell@ilsr.org	Institute for Local Self-Reliance	Electronic Service	No
Fazio	Emma	emma.fazio@stoel.com	Stoel Rives LLP	Electronic Service	No
Ferguson	Sharon	sharon.ferguson@state.mn.us	Department of Commerce	Electronic Service	No
Franzen	Nathan	nathan@geronimoenergy.com	Geronimo Energy	Electronic Service	No
Fredregill	Amy	Amy.S.Fredregill@xcelenergy.com	Xcel Energy	Electronic Service	No
Galvin	Hal	halgalvin@comcast.net	Provectus Energy Development llc	Electronic Service	No
Garvey	Edward	garveyed@aol.com	Residence	Electronic Service	No
Gleckner	Allen	gleckner@fresh-energy.org	Fresh Energy	Electronic Service	No
Gower	Bryan	bgower@apx.com	APX, Inc.	Electronic Service	No

Gulden	Timothy	info@winonarenewableenergy.com	Winona Renewable Energy, LLC	Electronic Service	No
Hainault	Tony	anthony.hainault@co.hennepin.mn.us	Hennepin County DES	Electronic Service	No
Hebert	Duane	duane.hebert@novelenergy.biz	Novel Energy Solutions	Electronic Service	No
Helmers	John	helmers.john@co.olmsted.mn.us	Olmsted County Waste to Energy	Electronic Service	No
Hendricks	Jared	hendricksj@owatonnautilities.com	Owatonna Public Utilities	Electronic Service	No
Henkel	Annete	mui@mnutilityinvestors.org	Minnesota Utility Investors	Electronic Service	No
Hinkle	Lynn	lhinkle@mnseia.org	Minnesota Solar Energy Industries Association	Electronic Service	No
Horan	Jim	Jim@MREA.org	Minnesota Rural Electric Association	Electronic Service	No
Hoyum	Lori	lhoyum@mnpower.com	Minnesota Power	Electronic Service	No
Hubbard	Jan	jan.hubbard@comcast.net	N/A	Electronic Service	No
Jacobson	Casey	cjacobson@bepc.com	Basin Electric Power Cooperative	Electronic Service	No
Jaffray	John S.	jjaffray@jjrpower.com	JJR Power	Electronic Service	No
Johnson Phillips	Sarah	sjphillips@stoel.com	Stoel Rives LLP	Electronic Service	No
Jones	Nate	njones@hcpd.com	Heartland Consumers Power	Electronic Service	No
Kampmeyer	Michael	mkampmeyer@a-e-group.com	AEG Group, LLC	Electronic Service	No
Kearney	John	jmkearney@MnSEIA.org	MnSEIA	Electronic Service	No
Keene	Kevin	kevin.keene@cummins.com	N/A	Electronic Service	No
Kegel	Jack	jkegel@mmua.org	MMUA	Electronic Service	No
Klein	Madeleine	mklein@socoreenergy.com	SoCore Energy	Electronic Service	No
Klein	Brad	bklein@elpc.org	Environmental Law & Policy Center	Electronic Service	No
Kluempke	John	jwkluempke@winlectric.com	Elk River Winlectric	Electronic Service	No
Kramer	Jon	jk2surf@aol.com	Sundial Solar	Electronic Service	No
Krause	Michael	michaelkrause61@yahoo.com	Kandiyo Consulting, LLC	Electronic Service	No
Landsman	Jeffrey L.	jlandsman@wheelerlaw.com	Wheeler, Van Sickle & Anderson, S.C.	Electronic Service	No
Larson	Joel	jlarson@minnkota.com	Minnkota Power Cooperative, Inc.	Electronic Service	No
LeVander, Jr.	Harold	hlevander@felhaber.com	Felhaber, Larson, Fenton & Vogt, P.A.	Electronic Service	No
Lehman	Paul J.	paul.lehman@xcelenergy.com	Xcel Energy	Electronic Service	No
Leischow	Dean	dean@sunriseenergyventures.com	Sunrise Energy Ventures	Electronic Service	No
Lindell	John	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	Electronic Service	Yes
Lipetsky	Phillip	greenenergyproductsllc@gmail.com	Green Energy Products	Electronic Service	No
Lundberg	Rebecca	rebecca.lundberg@powerfullygreen.com	Powerfully Green	Electronic Service	No
McConnell	Erica	mcconnell@smwlaw.com	Shute, Mihaly & Weinberger LLP	Electronic Service	No
McNary	Dave	David.McNary@hennepin.us	Hennepin County DES	Electronic Service	No
McWilliams	John	jmm@dairynet.com	Dairyland Power Cooperative	Electronic Service	No
Melone	Thomas	Thomas.Melone@AllcoUS.com	Minnesota Go Solar LLC	Electronic Service	No
Miller	Stacy	stacy.miller@state.mn.us	Department of Commerce	Electronic Service	No
Moe	Darrick	darrick@mrea.org	Minnesota Rural Electric Association	Electronic Service	No
Moe	David	momentums@aol.com	N/A	Electronic Service	No
Moeller	David	dmoeller@allete.com	Minnesota Power	Electronic Service	No
Monsebroten	Dalene	dalene@mncable.net	Northern Municipal Power Agency	Electronic Service	No
Moratzka	Andrew	andrew.moratzka@stoel.com	Stoel Rives LLP	Electronic Service	No
Morud	Martin	mmorud@trunorthsolar.com	Tru North Solar	Electronic Service	No
Niles	David W.	david.niles@avantenergy.com	Minnesota Municipal Power Agency	Electronic Service	No
Nissen	Will	nissen@fresh-energy.org	Fresh Energy	Electronic Service	No
Noble	Michael	noble@fresh-energy.org	Fresh Energy	Electronic Service	No
Nordstrom	Rolf	rnordstrom@gpisd.net	Great Plains Institute	Electronic Service	No
Norris	Samantha	samanthanorris@alliantenergy.com	Interstate Power and Light Company	Electronic Service	No
O'Neill	Jeff	jeff.oneill@ci.monticello.mn.us	City of Monticello	Electronic Service	No
Olson	Wendi	wolson@otpco.com	Otter Tail Power Company	Electronic Service	No
Olson	Russell	rolson@hcpd.com	Heartland Consumers Power District	Electronic Service	No
Patry	Dan	dpatry@sunedison.com	SunEdison	Electronic Service	No

Paulson	Jeffrey C	jeff.jcplaw@comcast.net	Paulson Law Office, Ltd.	Electronic Service	No
Pendray	John	john.pendray@cummins.com	N/A	Electronic Service	No
Peranteau	Mary Beth	mperanteau@wheelerlaw.com	Wheeler Van Sickle & Anderson SC	Electronic Service	No
Pickard	Donna	dpickardgsss@gmail.com	Citizen	Electronic Service	No
Prest	Gayle	gayle.prest@minneapolismn.gov	City of Mpls Sustainability	Electronic Service	No
Rathbun	Mark	mrathbun@grenergy.com	Great River Energy	Electronic Service	No
Reinertson	Michael	michael.reinertson@avantenergy.com	Avant Energy	Electronic Service	No

Next / Last

Paper Service Member(s)

Last Name	First Name	Company Name	Address	Delivery Method	View Trade Secret
Carruth	Pat	Minnesota Valley Coop. Light & Power Assn.	501 S 1st St., PO Box 248, Montevideo, MN-56265	Paper Service	No
Eide Tollefson	Kristen	R-CURE	28477 N Lake Ave, Frontenac, MN-55026-1044	Paper Service	No
Fagen	Larry	-	15236 880th Ave, Sacred Heart, MN-56285	Paper Service	No
Ketchum	Julie	Waste Management	20520 Keokuk Ave, Lakeville, MN-55044	Paper Service	No
Levchak	Deborah Fohr	Basin Electric Power Cooperative	1717 East Interstate Avenue, Bismarck, ND-585030564	Paper Service	No
Nelson	Ben	CMMPA	459 South Grove Street, Blue Earth, MN-56013	Paper Service	No
Reinhardt	John C.	Laura A. Reinhardt	3552 26Th Avenue South, Minneapolis, MN-55406	Paper Service	No
Sedgwick	Dean	Itasca Power Company	PO Box 457, Bigfork, MN-56628-0457	Paper Service	No

Print Close