

October 2, 2013

Burl W. Haar
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, Minnesota 55101-2147

RE: **Comments of the Minnesota Department of Commerce, Division of Energy Resources**
Docket No. E002/M-00-1583

Dear Dr. Haar:

Attached are the comments of the Minnesota Department of Commerce, Division of Energy Resources (Department), in the following matter:

Xcel Energy's August 8, 2013 Status Update on the Development of Replacement Projects for the AnAerobics RDF Project Equipment.

This status update was filed on August 8, 2013, pursuant to the Commission's August 17, 2004 Order in this matter by:

Paul J. Lehman
Manager, Regulatory Compliance and Filings
Northern States Power Company d/b/a Xcel Energy
414 Nicollet Mall
Minneapolis, Minnesota 55401-1993

The Department recommends that the Commission **require Xcel to return \$1.1 million to the Renewable Development Fund, pertaining to AnAerobics**. The Department is available to answer any questions the Commission may have.

Sincerely,

/s/ SAMIR OUANES
Rates Analyst

SO/sm
Attachment

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

COMMENTS OF THE
MINNESOTA DEPARTMENT OF COMMERCE,
DIVISION OF ENERGY RESOURCES

DOCKET No. E002/M-00-1583

I. SUMMARY

On August 8, 2013, Northern States Power Company d/b/a Xcel Energy (Xcel or the Company) filed a Status Update on the development of replacement projects for the AnAerobics Renewable Development Fund (RDF) project equipment pursuant to the August 17, 2004 *Order Deferring Decision, Allowing Time to Develop Alternative Uses, and Requiring Consultation and Report* (2004 Order) in Docket E002/M-00-1583.

On June 17, 2013, the Company entered into a Purchase and Sales Agreement with Net Distributed Power to sell the Kohler generator for \$50,000. Xcel is still in negotiation with Sanimax to sell the other AnAerobics generator, the Waukesha generator, for use in Sanimax's biomass operations.

The Company seeks guidance from the Minnesota Public Utilities Commission (Commission) as to whether the Commission would like to revisit its 2004 Order. Xcel believes no disallowance is necessary.

II. BACKGROUND

The following background identifies how Xcel never disclosed any issues with the project in the RDF docket; instead, the Department identified concerns with the AnAerobics project as a result of investigating concerns about a statement buried in a footnote in Xcel's annual automatic adjustment report (Docket No. E,G999/AA-03-1264).

The Renewable Development Fund program was established to satisfy Xcel's obligations under Minnesota Statutes section 116C.779. The statute directs the owner(s) of the Prairie Island and Monticello nuclear power plants—Xcel—to fund a renewable development account in connection with the dry-cask storage of spent nuclear fuel at those facilities.

On July 16, 2001, Xcel issued its request for proposals for the first RDF cycle of funding.

On November 2, 2001, Xcel submitted the final selection for Category A projects. Category A projects are those projects that will result in the actual development of new, commercially viable renewable resources.

The Commission met on February 21, 2002 to consider this matter. On April 3, 2002, the Commission issued an Order approving the projects selected and proposed by Xcel and the RDF Board, including the AnAerobics' project (Project).

On March 5, 2002, Xcel and AnAerobics signed a grant contract, and on March 26, 2002, Xcel filed the grant contract with the Commission. The following project description was provided on page 1 of the grant contract filing:

AnAerobics, Inc. currently owns and operates a treatment system in Montgomery, Minnesota for Seneca Foods Corporation, the largest canned vegetable processor in the U.S. Using a first-of-its-kind technology, AnAerobics is simultaneously converting both solid and liquid waste from the corn and pea processing plant into methane gas and carbon dioxide. This facility generates methane that will be scrubbed and used as fuel to generate 1.7 MW of electricity to be sold to either Alliant or Xcel Energy. AnAerobics has partnered with Alliant Energy to operate the electrical generation system. The estimated complete date for the project is late 2002.

On April 4, 2002, the Department recommended approval of the grant contract based on its review of the proposed cost of the Project.¹

On May 13, 2002, the Commission approved the grant contract between Xcel and AnAerobics (Contract).

The Commission-approved contract states that the Contract End date is February 3, 2003.² The Contract End date is defined as "the last date reimbursable expenses can be incurred and is the expiration date of the contract."³

¹ See pages 2-3 of the Department's April 4, 2002 comments in Docket No. E002/M-00-1583.

² Source: Exhibit A, page 16 of the Contract.

³ Source: provision 2.B.2, page 2 of the Contract.

In addition, the Contract states that the “contract is of no force or effect until signed by both parties, and approved by the Commission.”⁴ (emphasis added).

Finally, the Contract states that “[n]otwithstanding anything else in this agreement, no grant payments will be made under this Contract until the Plant has executed a power purchase agreement (PPA) and that PPA has been approved by the Commission’s final, non-appealable order.”⁵ (emphasis added).

The 1st milestone of the Project, an executive summary of the design of the electrical generating equipment, was due by the end of the 1st quarter of 2002.⁶ This milestone was completed on December 11, 2002 (over an 8-month delay) and Xcel made the corresponding payment of \$30,000 on April 8, 2003.⁷ Xcel did not inform the Commission or the Department about the delay.

On January 27, 2003, Xcel executed the first amendment to the Commission-approved contract. The first amendment has not been filed with the Commission for review or approval. Instead, this information was only made available to the Department on June 16, 2004, in response to discovery from the Department. The unauthorized first amendment executed between Xcel and AnAerobics deleted the underlined language from the following Commission-approved provision:⁸

Notwithstanding anything else in this agreement, no grant payments will be made under this Contract until the Plant has executed a power purchase agreement (PPA) and that PPA has been approved by the Commission’s final, non-appealable order.

The 2nd milestone of the Project, a list of permits, was due by the end of the 2nd quarter of 2002. This milestone was completed on April 15, 2003 (over a 9-month delay) and two months after the Commission-approved Contract end date of February 3, 2003.⁹ Xcel made the corresponding payment of \$170,000 on June 10, 2003. Again, Xcel did not inform the Commission or the Department about the delay.

The 3rd milestone of the Project, schedule of delivery dates for the major electrical generating equipment components, was due by the middle of the 2nd quarter of 2002. This milestone was completed on April 15, 2003 (an 11-month delay) and two months after the Commission-approved Contract end date of February 3, 2003.¹⁰ Xcel made the corresponding grant payment

⁴ Source: provision 3, page 4 of the Contract.

⁵ Source: provision 4.G, page 5 of the Contract.

⁶ Source: Exhibit B, page 17 of the Contract.

⁷ Source: Attachment 1.

⁸ Source: Attachment 2.

⁹ Source: Attachment 1.

¹⁰ Source: Attachment 1.

of \$250,000 on June 10, 2003. Xcel did not inform the Commission or the Department about the delay.

The 4th milestone of the Project, construction schedule of major electrical generating equipment components, was due by the middle of the 3rd quarter of 2002. This milestone was completed on April 15, 2003 (an 8-month delay) and two months after the Commission-approved Contract end date of February 3, 2003.¹¹ Xcel made the corresponding grant payment of \$650,000 on June 10, 2003 without informing the Commission or the Department about the delays.

The remaining milestones were never completed; therefore, Xcel did not make the corresponding grant payments, totaling \$200,000.¹²

On February 27, 2003, Xcel executed a second unauthorized amendment to the approved contract replacing the Contract End Date of February 3, 2003 with June 3, 2003.¹³ According to this amendment, “AnAerobics determined that the original equipment supplier would not be able to deliver the equipment necessary to complete this project for the budgeted amount” and “requested that the Contract End date be extended to allow AnAerobics to bring this project to a mutually successful completion for all parties.”

As noted above, the second amendment was not filed with the Commission for review or approval. Instead, this information was made available to the Department on June 16, 2004 only in response to discovery from the Department regarding concerns about an item in Xcel’s annual automatic adjustment report (Docket No. E,G999/AA-03-1264), as discussed further below.

On March 12, 2003, Xcel submitted the RDF Board’s *Lessons Learned Report* which identified areas of improvement for future funding cycles to help ensure that the RDF process is efficient and effective. While one may assume that the difficulties experienced with the AnAerobics Project would have been examined for lessons learned, the report did not address or mention the Project.

On April 8, 2003, AnAerobics informed Xcel that they had suspended work on the Project due to the potential termination of its relationship with the Project host, Seneca Foods.¹⁴

On May 2, 2003, Xcel filed reply comments in the matter of the *Lessons Learned Report*. These reply comments did not include any information about the issues facing the Project.

On May 22, 2003, AnAerobics agreed, in a correspondence with Xcel, to mitigate the Project expenses and obligations incurred.¹⁵

¹¹ Source: Attachment 1.

¹² Source: Attachment 1.

¹³ Source: Attachment 2.

¹⁴ Source: page 4 of Xcel’s August 8, 2013 Status Update, Docket No. E002/M-00-1583.

¹⁵ Source: Attachment 3.

On June 10, 2003, Xcel made the following grant payments to AnAerobics: \$170,000 for the completion of the 2nd milestone, \$250,000 for the completion of the 3rd milestone, and \$650,000 for the completion of the 4th milestone, or a total of \$1,070,000. Xcel provided the following justification for these payments in the Company's April 15, 2004 reply comments:

The RDF Board and the Company had no choice but to pay AnAerobics for the milestones they had met, despite the difficulties that the project was experiencing. The terms of the approved grant contract required such payment, as AnAerobics met its milestones.

On July 22, 2003, Xcel was notified that the relationship between AnAerobics and Seneca Foods has officially ended.¹⁶

On September 2, 2003, Xcel submitted its 2003 annual automatic adjustment (FYE03 AAA) report in Docket No. E,G999/AA-03-1264. Attachment I to this report included the RDF compliance report with a footnote stating that the Project was cancelled. This footnote was the first and only official notification to the Department or the Commission that the Project was cancelled.

On March 30, 2004, the Department filed comments in the FYE03 AAA docket recommending that the Commission not allow Xcel to recover AnAerobics' disbursed grant costs of \$1.07 million.¹⁷

On April 7, 2004, the Commission issued a notice stating that the concerns raised by the Department regarding Xcel's disbursement of funds to AnAerobics, under the terms of a grant contract approved on May 13, 2002, in Docket No. E-002/M-00-1583, would be considered by the Commission in Docket No. E-002/M-00-1583 so that the appropriate parties could be notified, and the Commission's decision could be made in the context of the record of the RDF docket.

On April 15, 2004, Xcel filed reply comments with the Commission stating that "pursuant to Section 4 of the Contract, the Company was contractually obligated to pay AnAerobics \$1.07 million."

On April 30, 2004, the Department filed comments that continued to recommend that the Commission not allow Xcel to recover AnAerobics' disbursed grant costs of \$1.07 million.

On May 27, 2004, Xcel filed reply comments with the Commission. The Company stated that "[b]ecause we did prudently administer the contract and properly paid a vendor for meeting the milestone in the grant contract, we believe a disallowance in this instance is not appropriate."

¹⁶ Source: Attachment 1.

¹⁷ These comments, along with all other relevant comments related to the AnAerobics issue, are part of the record in this proceeding.

On May 27, 2004, the RDF Board filed reply comments with the Commission. The RDF Board stated that “pursuant to Section 4 of the Contract, Xcel was contractually obligated to pay AnAerobics \$1.07 million,” that “losses and failures need to be a recognized part of encouraging renewable development and that some level of acceptance of failures must be recognized,” and that “the language in the Grant Contract allows flexibility to the RDF Board on what constitutes an evaluation, and how this information can be communicated to the Commission.”

On August 4, 2004, Xcel filed a letter requesting that the Commission allow the Company:

1. Time to pursue applications of the bio-digester in an effort to obtain results for ratepayers similar to that anticipated in the original AnAerobics proposal, and
2. Ability to work with the Department and the RDF Board on improvements to the contract and contracting process, as identified in the Department’s comments and Commission Staff’s Briefing Papers.¹⁸

The 2004 Order granted the Company’s request and deferred decision on the issue of disallowance of project costs to a later date.

The Department submits these comments in response to the Company’s August 8, 2013 status update on Xcel’s search to repurpose the two generators purchased with AnAerobics’ RDF grant funds (Status Report).

III. DEPARTMENT ANALYSIS

The basis for the 2004 Order granting the Company’s request and deferring decision on the issue of disallowance of project costs to a later date is provided below:¹⁹

Xcel has indicated there are real possibilities that it will be able to find alternative applications for the bio-digestion equipment purchased by AnAerobics, thereby recouping for ratepayers the value of the original Renewable Development Fund (RDF) grant. On the basis of the parties’ filed and oral comments, therefore, the Commission will defer decision on the issue of disallowance of project costs to a later date to allow Xcel to develop those possibilities.
(emphasis added)

¹⁸ Page 11 of Commission Staff’s August 5, 2004 briefing papers stated:

When the implementation by Xcel of the AnAerobics grant contract is examined in full, together with the oversight of the RDF Board, the process appears flawed. Two types of errors appear to have contributed to this flawed process, which together may support a finding of imprudent conduct and mismanagement. The first were actions taken by Xcel. The second were inactions by both Xcel and the Board.

¹⁹ Source: page 2 of the 2004 Order.

After several attempts to recoup the value of the original RDF grant summarized in the August 8, 2013 Status Report, the Company entered into a Purchase and Sales Agreement with Net Distributed Power on June 17, 2013 to sell the Kohler generator for \$50,000. Xcel is still in negotiation with Sanimax to sell the Waukesha generator for use in Sanimax's biomass operations.

As a result, the amounts Xcel expects to recover after all these years fall far short of the value of the original RDF grant (\$1.3 million less the non-disbursed amounts totaling \$200,000, or \$1.1 million in 2004 dollars).

The Department disagrees with Xcel that no disallowance is necessary because, as discussed below, the Company was not prudent in the contract management and administration of the AnAerobics RDF grant contract.

The Department discusses each of the following three issues in the next sections.

Section A below demonstrates that the Company was not prudent in contract management and administration.

Sections B and C show that loose contract management was compounded with Xcel's lack of transparency (section B) and selective treatment of the Commission-approved grant contract provisions (section C).

A. LOOSE CONTRACT MANAGEMENT

The Department agrees with Xcel that RDF projects have a higher probability of failing than other generation projects are expected to have, due to the "development" nature of such projects. However, this Project failed not because of the type of risks associated with Category A projects, such as equipment costs or risks of performance failure associated with new technologies, but because of loose contract management.

As explained below, the Project failed because of a business decision of the host and fuel producer for this facility, Seneca Foods, which decided "it was in their best interest to discontinue the arrangement with AnAerobics for on-site waste processing and conversion:"²⁰

In gathering additional information for these comments, AnAerobics explained that Seneca Foods decided to dispose of wastes necessary for this project by returning those wastes to the supplying farmers to save operating expenses. This apparently resulted in significant savings to Seneca Foods, and they determined it was in their best interest to discontinue the arrangement with AnAerobics

²⁰ Source: May 27, 2004 RDF Board Reply Comments at 4, Docket No. E002/M-00-1583.

for on-site waste processing and conversion. Because the decision was up to the discretion of Seneca Foods, neither the Board [n]or Xcel Energy had control over this during management of this particular approved Grant Contract. AnAerobics did attempt to work with Seneca Foods to find an alternative solution, but indicated in the end, Seneca Foods made decisions it believed were best and appropriate for its business.

The Department notes that risks of performance failure due to a business decision are avoidable in a well-drawn contract as discussed below by the August 5, 2004 Staff Briefing Papers at 14:

The type of risks associated with Category A RDF projects for energy production relate to overhead, capital and equipment costs, and risks of performance failure due to new and untried technologies. However, risks of performance failure due to a "business decision" (as made by Seneca Foods) are avoidable in a well-drawn contract or through insurance. The types of risks intended to be covered by ratepayers through the RDF fund are those inherent in the development of renewable energy. The Board seems to argue that ratepayers should insure against the types of problems confronted by AnAerobics and Xcel, including mismanagement. These were not problems of technology or equipment, or risk of financing.

As discussed further below, evidence of loose contract management includes the execution of a grant contract without reviewing or even requesting a copy of the agreement between AnAerobics and the third party, Seneca Foods, even though the Project success depended on Seneca Foods willingness to serve as the host and fuel producer for this facility.

In response to discovery from the Department regarding the agreement between AnAerobics and Seneca Foods, Xcel stated:²¹

In response to this IR, we have reviewed our files to determine if Xcel Energy is in possession of the contract between AnAerobics and Seneca Foods. We were unable to locate a copy of the contract but we were able to reconstruct the Company's actions with respect to this contract.

²¹ Source: Xcel's response to the Department's August 12, 2013 Information Request No. 15, Attachment 4 of these comments.

In its grant application, AnAerobics represented that that they had a relationship with Seneca Foods and stated that AnAerobics currently “owns and operates a treatment facility” at the Seneca Foods plant where they were already “converting both solid and liquid waste from the corn and pea processing plant into methane gas and carbon dioxide.” We continued forward based on this representation and the grant contract between Xcel Energy and AnAerobics did not require AnAerobics to provide Xcel Energy with a copy of its site contract with Seneca Foods. References to fuel supply issues were reported by Xcel Energy based on correspondence from AnAerobics.

After Seneca Foods terminated its contract with AnAerobics, Xcel Energy requested AnAerobics to provide a copy of their agreement with Seneca to understand performance and breach provisions in that contract. However, AnAerobics did not comply with this request.

Upon the receipt of this IR, Xcel Energy contacted both AnAerobics and Seneca Foods to request a copy of the agreement between AnAerobics and Seneca Foods. In January 2004, AnAerobics restructured as Ecovation, Inc. which was subsequently acquired by Ecolab, Inc. in 2008. Due to this change in corporate structure and ownership change for AnAerobics, we have not been successful in obtaining past documentation from them.

The above indicates that Xcel chose to not review or even request a copy of any agreement between AnAerobics and Seneca Foods regarding the availability of onsite waste processing and conversion before executing the grant contract, even though the Project’s success depended on this availability. As a result, Seneca Foods was left free to potentially discontinue AnAerobics’ onsite waste processing and conversion, which it did.

The Department notes that Commission approval of a grant contract cannot be interpreted as evidence in favor of the contract's prudence and reasonableness as discussed below by the August 5, 2004 Staff Briefing Papers at 12:

Commission approval of the AnAerobics grant contract is interpreted by Xcel as evidence in favor of the contract's prudence and reasonableness. Responsibility for prudence and reasonableness in RDF contracts lies with the contractor (Xcel) and the RDF Board, not the Commission. Otherwise, Xcel and the Board are exonerated from any responsibility for executing unreasonable and imprudent contracts, unless

specifically called to account by the Commission. The reasons the RDF process and Board oversight were established included recognition that the Commission could not and should not be responsible for micro-managing RDF grant contract language. This remains the case under the new arrangement of grant contracts as "compliance filings." The question is whether Xcel did everything it reasonably and prudently could to structure an appropriate contract, and to uphold the terms of the contract. The Commission should not be expected to review contracts of AnAerobics with subcontractors, i.e. Seneca Foods.

The Department concludes that Xcel's recommendation of no disallowance is in fact an attempt to obtain Commission approval to shift 100 percent of the contract performance risk burden to ratepayers. However, contract performance risks are avoidable risks and should be covered by the party that has the responsibility and the control to execute the contract; such risk should not be shifted to ratepayers.

A prudent and reasonable person investing his or her own money would not have executed such a contract without at least ensuring that all third parties involved would be bound by a reasonable contract. At a minimum, a reasonable person would have wanted to understand performance and breach provisions in the third parties' contract(s) before committing to investing such funds.

Therefore, the Department recommends that the Commission find that the RDF grant amount of \$1.1 million of ratepayer funds expended by Xcel was not prudent. If the Commission agrees with this conclusion, the Department recommends that the Commission require Xcel to return the expended amount of \$1.1 million to the RDF fund for use in future funding cycles. Any funds obtained through the sale of AnAerobics' equipment, including the \$50,000 discussed by the Company, should be retained by Xcel.

Problems due to loose contract management were compounded by the Company's lack of transparency and selective treatment of the Commission-approved grant contract provisions as discussed in the next two sections.

B. LACK OF TRANSPARENCY

Three issues demonstrate the Company's lack of transparency in this record: 1) failure to provide the required annual evaluation, 2) inaccurate representation as to when Xcel was informed of the Project's failure, and 3) imprudent reliance on a verbal legal advice to make the milestone payments for a failed project.

Xcel made poor decisions regarding the lack of information they provided in filings that subsequently led to the Department's investigation regarding these issues. That is, Xcel's filings lacked transparency by burying information in footnotes at the end of voluminous documents or simply failing to discuss the issues. For example, Xcel provided no annual evaluation to the

Commission in the second quarter of 2002, and provided no subsequent annual evaluations, as required by section 7 of the Contract. In fact, the first notice provided to the Commission regarding concerns about the Project was a footnote in Xcel's September 2, 2003 AAA report in Docket No. E,G999/AA-03-1264, five months after the Company was informed by AnAerobics on April 8, 2003 that "they had suspended work on their project."²²

The footnote in the FYE03 AAA report simply stated:

Project AB07-AnAerobics. Inc. a waste-to-methane project was cancelled due to fuel supply issues with their fuel supplier, Seneca Foods. The remainder of the project award of \$200,000 will not be paid. The Company anticipates some refund from AnAerobics once the generator equipment is sold.

Such a footnote does not constitute a reasonable evaluation review as discussed below by the August 5, 2004 Staff Briefing Papers at 13-14:

Xcel and the Board failed to provide the annual evaluations and reviews to the Commission explicitly required under Section 7, page 5 of the grant contract. Xcel's assertion that a footnote noting termination of the project in the annual AAA report constituted such an evaluation review, and/or that the contract allowed such flexibility over what constituted an evaluation that casual verbal communication would suffice, are not credible.

In addition, Xcel's response to discovery from the Department regarding the legal steps Xcel was pursuing to recover the \$1.1 million amount already disbursed indicated that the Company would or should have known by May 22, 2003 (before three grant payments for a total of \$1.07 million were made to AnAerobics on June 10, 2003) that the Project had failed:²³

...

In accordance with the agreement, amounts disbursed to AnAerobics were paid upon completion of previously agreed to milestones. These invoices represented completion of the first four milestones. In addition, an Xcel Energy representative visited the site to verify equipment delivery prior to payment under the agreement.

²² Source: Attachment 1.

²³ Source: Attachment 3.

Presently, there is no legal action being taken to recover any amounts disbursed in this transaction. However, in correspondence dated May 22, 2003, AnAerobics agreed to mitigate expenses and obligations incurred. In addition, AnAerobics agreed to assist in the recapture of as much of the value as reasonably possible from the return and/or sale of the assets. This commitment is currently in effect.
(emphasis added)

As suggested below by the August 5, 2004 Staff Briefing Papers, the Department notes that forcing AnAerobics to file a legal action to receive the milestones payments may have provided better results for Xcel's ratepayers than Xcel's reliance on AnAerobics "commitment." It may have at least allowed Xcel to understand performance and breach provisions of any relevant agreement between AnAerobics and Seneca Foods, albeit after-the-fact. In any event, the Company has not demonstrated the reasonableness of its actions or inactions in this regard.

Finally, the Department notes that the entire basis of Xcel's and the Board's decision to disburse \$1.07 million to AnAerobics was provided verbally by counsel to an Xcel employee who then shared that advice verbally with the Board.²⁴ The Company has not shown the reasonableness of this process, as discussed below by the August 5, 2004 Staff Briefing Papers at 13:

Xcel failed to provide written legal analysis that non-payment would have breached the contract with AnAerobics. Xcel maintained, based on its own legal analysis, that not paying AnAerobics would have breached the contract. However, payments were in fact made. If payments had not been made, AnAerobics would have to have: (a) filed an action alleging a breach, and (b) prevailed in a court of law. Moreover, a court decision that Xcel must pay under the contract is not equivalent to a policy decision by the Commission that ratepayers be held responsible for the failed project.

Xcel and the Board failed to produce documentation showing that a legal review of the contract had occurred concluding that nonpayment would constitute a breach, explaining the basis of this finding, or the date of the finding. The only document produced, a response to an information request from the Department dated June 7, 2004, describes an undated verbal communication between Bruce Colt, Xcel's legal counsel, and Price Hatcher, Xcel's contract administrator, who summarized the legal analysis for the RDF Board. Given the central role of this legal

²⁴ Source: Attachment 5.

analysis, it is unusual that it has never been produced in dated document form. Xcel's legal analysis also appears to have been restricted to milestones under Exhibit C of the contract, notwithstanding responsibilities implied through Exhibits A (Work Statement) and B (Task of Deliverables).

The entire basis of Xcel's and the Board's decision to pay \$170,000, \$250,000 and \$650,000, all on June 10, 2003 was based on this verbal legal advice to the Board, even though Xcel had been notified on April 8, 2003 that AnAerobics had suspended work on the project. This appears both unreasonable and imprudent, and could suggest more serious legal and financial issues.

C. *SELECTIVE TREATMENT OF CONTRACT PROVISIONS*

Xcel claims that “it was legally obligated to pay the funds to AnAerobics under the Contract and that there was no legal basis for Xcel Energy to recover the costs of the equipment.”²⁵

First, as explained above, Xcel has not provided documentation that would allow the Commission to determine that the Company conducted a reasonable legal review of the contract and that it was reasonable for Xcel to conclude that nonpayment would constitute a breach; Xcel has not explained in any material detail the basis of its conclusion or the date of its conclusion.

Second, the Department disagrees with Xcel that it has shown “it was legally obligated to pay the funds to AnAerobics under the Contract” (emphasis added) for the following reasons:

- The Contract specifically states that the Contract End date is February 3, 2003.²⁶ The Contract End date is defined as “the last date reimbursable expenses can be incurred and is the expiration date of the contract.”²⁷ However, the only milestone that was completed before the Contract End Date is Milestone 1 (for a payment of \$30,000).
- The Contract states that the “contract is of no force or effect until signed by both parties, and approved by the Commission.”²⁸ (emphasis added).

On January 27, 2003, Xcel chose, without Commission approval, to execute the first amendment to the Contract, to allow for “legal” payments of the Project’s milestones achieved even though the Company was “unaware if the PPA was ever filed with the Commission by IPL.”²⁹ The first

²⁵ Source: Xcel’s August 8, 2013 Status Update at 5, Docket No. E002/M-00-1583.

²⁶ Source: Exhibit A, page 16 of the Contract.

²⁷ Source: provision 2.B.2, page 2 of the Contract.

²⁸ Source: provision 3, page 4 of the Contract.

²⁹ Source: Attachment 6.

amendment deleted the underlined language from the following Commission-approved provision requiring that no grant payments be made until a PPA is approved by the Commission:³⁰

Notwithstanding anything else in this agreement, no grant payments will be made under this Contract until the Plant has executed a power purchase agreement (PPA) and that PPA has been approved by the Commission's final, non-appealable order.

Xcel did not file the first amendment for Commission approval. As a result, this first amendment to the Commission-approved contract cannot be considered as a Commission-approved contract.

On February 27, 2003, the Company chose to execute the second amendment to the Contract extending the Contract End Date from February 3, 2003 to June 3, 2003 to allow for "legal" payments of the Project's milestones achieved after February 3, 2003.

Xcel did not file the second amendment for Commission approval. As a result, this second amendment to the Commission-approved contract cannot be considered as a Commission-approved contract.

Xcel may have been "legally obligated to pay the funds to AnAerobics." However, this obligation, if it existed, is not under the Commission-approved contract, but may be under the Company's unilateral choice to bind itself with respect to changes to the Commission-approved contract.

Neither set of amendments were filed at the Commission for review or approval. Instead, this information was only made available to the Department on June 16, 2004, fifteen months after execution of the second amendment, in response to discovery from the Department in a different docket.

The Company's execution of two amendments, without Commission review and approval, and without first assessing the continued viability of the Project is not a demonstration of reasonableness. In particular, the record does not support a Commission determination that Xcel provided reasonable protections of ratepayers in its contractual dealings with AnAerobics or that AnAerobics, or Xcel, reasonably assessed Seneca Foods' willingness to still host the Project despite the delays.

³⁰ Source: Attachment 2.

IV. DEPARTMENT RECOMMENDATION

Based on Xcel's failure to demonstrate the reasonableness of its actions, the Department recommends that the Commission find that the RDF grant amount of \$1.1 million of ratepayer fund expended by Xcel was not shown to be prudently incurred.

If the Commission agrees with this conclusion, the Department recommends that the Commission require Xcel to return the expended amount of \$1.1 million to the RDF fund for use in future funding cycles. Any funds obtained through the sale of AnAerobics' equipment, including the \$50,000 discussed by the Company, should be retained by Xcel.

/sm

Attachment 1

- Non Public Document - Contains Trade Secret Data
 Public Document - Trade Secret Data Excised
 Public Document

Xcel Energy

Docket No.: E,G999/AA-03-1264

Response To: Department of Commerce Information Request No. 96

Date Received: January 30, 2004

Question:

Reference: Renewable Development Fund - Grant Contracts
AnAerobics, Inc. - Bid No. AB07
Exhibit C (Budget, Project Payment Milestones)
Docket No. E002/M-00-1583

Please provide an updated version of Exhibit C, showing for each task deliverable the expected due date and the actual date each milestone was reached, all payment milestones including the corresponding amount disbursed and the date of payment, and the first date the Company was informed that the project was canceled.

Response:

Exhibit C:

Budget, Project Payment Milestones

Total Grant Award: \$1.3 million

	Project Payment Milestone	Deliverable	Due Date	Payment	Status
1.	Design of electrical generating equipment and installation	Executive Summary of design	End of 1 st Qtr 2002	\$30,000	This was reached 12-3-02. Invoiced on 12- 11-02. The payment was made on 4-8-03.
2.	Secure all electrical generating equipment permits	List of permits including that date of acquisition	End of 2 nd Qtr. 2002	\$170,000	This was communicated on 4-15-03. Date of payment was 6-10-03.
3.	Order major electrical generating equipment components to site	Proof of order(s)	Mid of 2 nd Qtr. 2002	\$250,000	These were provided 4-15-03. Date of payment was 6-10-03.
4.	Deliver of major electrical generating equipment components to site	Proof of major electrical generating equipment components to site	Mid of 3 rd Qtr 2002	\$650,000	This was provided 4-15-03. Date of payment was 6-10-03.
5.	Start-up and acceptance testing of electrical generating equipment	Acceptance testing report including owners acceptance certificate	Mid of 3 rd Qtr 2002	\$190,000	Not completed.
6.	Final Report	Report describing design, construction and the first 6 months of operation	Mid 1 st Qtr 2003	\$10,000	Not completed.
7.	1 st Operating Report	Report describing the second 6 months of operation	Mid 3 rd Qtr 2003		
8.	2 nd Operating Report	Report describing the second year of operation	Mid 1 st Qtr 2004		

On April 8, 2003, AnAerobics notified Xcel Energy that they had suspended work on their project. AnAerobics believed that the relationship with the host, Seneca Foods, had the potential for termination. Xcel Energy was notified that the relationship between AnAerobics and Seneca Foods had officially ended on July 22, 2003.

Response By: Price Hatcher
Title: Manager, Renewable Energy Purchases
Department: Energy Markets
Telephone: (303) 308-6111
Date: 2/9/04

Attachment 2

- Non Public Document – Contains Trade Secret Data
 Public Document – Trade Secret Data Excised
 Public Document

Xcel Energy

Docket No.: E002/M-00-1583

Response To: Department of Commerce Information Request No. 014

Requestor: Samir Ouanes

Date Received: August 9, 2013

Question:

Reference: August 5, 2004 Staff Briefing Papers, Docket No. E002/M-00-1583
Please provide a copy of any and all amendments to the AnAerobics grant contract filed on March 26, 2002 and discussed on page 12 of the above-referenced document, and identify when they were signed and when they were filed.

Response:

The original grant contract AB-07 has been amended twice since its approval by the Minnesota Public Utilities Commission. Both amendments were determined to be minor with no significant changes in the scope of work and therefore did not require Commission approval. However, both amendments have been filed with the Commission and copies are attached.

The first contract modification (Attachment A), made on January 27, 2003, was a minor change to acknowledge the power purchase agreement between AnAerobics and Interstate Power and Light Company. This amendment was filed on June 16, 2004, attached to our response to the Department's Information Request No. 9 and again on July 14, 2004 as part of the 1st Funding Cycle Status and Progress Report. Both filings were in Docket No. E002/M-00-1583.

The second contract modification (Attachment B), made on February 27, 2003, was a minor change to extend the contract end date from February 3, 2003 to June 3, 2003 and revise the contract terms accordingly. This change simply adjusted the project schedule to account for the time spent during the regulatory review and approval of the contract. This amendment was also filed on June 16, 2004, attached to our response to the Department's Information Request No. 9 and again on July 14, 2004 as part of the 1st Funding Cycle Status and Progress Report in Docket No. E002/M-00-1583.

Preparer: Mark Ritter

Title: Renewable Development Fund Administrator

Department: Regulatory Compliance and Filings

Telephone: 612-330-6739

Date: August 13, 2013

ABC)

**FIRST AMENDMENT TO
THE ANAEROBICS INC RENEWABLE DEVELOPMENT FUND
GRANT CONTRACT TERMS AND CONDITIONS**

This First Amendment to Renewable Development Fund Grant Contract Terms and Conditions ("First Amendment") is entered into this 27 day of January 2003 (the "First Amendment Effective Date"), by and between Northern States Power Company d/b/a Xcel Energy ("NSP") and AnAerobics Inc ("Contractor").

RECITALS

WHEREAS, NSP and Contractor are parties to a Renewable Development Fund grant contract ("Agreement") dated March 5, 2002; and

WHEREAS, the Contractor has entered into a "Uniform Statewide Contract for Cogeneration and Small Power Production Facilities" power purchase agreement ("PPA") with Interstate Power and Light dated May 15, 2002; and

WHEREAS, on June 10, 2002 Contractor received the letter from Alliant Energy - Interstate Power and Light contained in Exhibit 1 to this First Amendment stating Alliant Energy - Interstate Power and Lights opinion that there are no current requirements for Interstate Power and Light to file the PPA with the Minnesota Public Utilities Commission (MPUC) for approval.

WHEREAS, based on the Alliant Energy - Interstate Power and Lights opinion contained in Exhibit 1 to this First Amendment, the Parties desire to amend the Agreement to allow Contractor to receive grant payments without the PPA receiving MPUC approval.

NOW, THEREFORE, in consideration of these premises, the mutual promises set forth below and other good and valuable consideration, the receipt and adequacy of which is acknowledged, NSP and Contractor agree to amend the Agreement as follows:

AGREEMENT

Agreement Section 4 G is deleted in its entirety and replaced with the new Section 4 G as follows:

"4 G Notwithstanding anything else in this agreement, no grant payments will be made under this Contract until the Plant has executed a power purchase agreement (PPA)."

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date and year first written above.

AnAerobics, Inc
Energy

By: *Richard Westlye*

Its: *President*

Northern States Power Company d/b/a Xcel

By: *David T. Egan*

Its: Vice President, Resource Planning
and Acquisition

Approved as to Form
David T. Egan
Xcel Energy Services

Exhibit 1



ALLIANT ENERGY

Mr Edward Heslop
President
AnAerobics, Inc
P.O. Box 307
Aurora Place, Suite 202
Aurora, NY 13026

Alliant Energy Corporation
100 North Broadway Avenue
P.O. Box 59
Albert Lea, MN 56007-0059

Office: 507.373.2371
Fax: 507.373.0953
www.alliant-energy.com

Re: Filing with the MPUC for the purchased power agreement

Dear Ed,

There are currently no requirements to file the purchase power agreement with the MPUC, however, MPUC rule 7835.1300 does require that IPL provide annual reports on cogen activity. Please let me know if you have additional questions about this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Wentzel".

David Wentzel
Key Account Manager
Alliant Energy-IPL-Minnesota

AB07

**SECOND AMENDMENT TO
THE ANAEROBICS INC RENEWABLE DEVELOPMENT FUND
GRANT CONTRACT TERMS AND CONDITIONS**

This Second Amendment to Renewable Development Fund Grant Contract Terms and Conditions ("Second Amendment") is entered into this 27th day of Feb., 2003 (the "Second Amendment Effective Date"), by and between Northern States Power Company d/b/a Xcel Energy ("NSP") and AnAerobics Inc ("Contractor").

RECITALS

WHEREAS, NSP and Contractor are parties to a Renewable Development Fund grant contract ("Agreement") dated March 5, 2002; and

WHEREAS, the Contractor has entered into a "Uniform Statewide Contract for Co-generation and Small Power Production Facilities" power purchase agreement ("PPA") with Interstate Power and Light dated May 15, 2002; and

WHEREAS, Contractor determined that the original energy equipment supplier would not be able to deliver the equipment necessary to complete this project for the budgeted amount and subsequently Contractor identified a new energy equipment supplier; and

WHEREAS, in a letter dated January 14, 2003 Contractor requested that the Contract end date be extended to allow Contractor to bring this project to a mutually successful completion for all parties.

NOW, THEREFORE, in consideration of these premises, the mutual promises set forth below and other good and valuable consideration, the receipt and adequacy of which is acknowledged, NSP and Contractor agree to amend the Agreement as follows:

AGREEMENT

Agreement Exhibit A "Contract End Date" is replaced with the new "Contract End Date" of June 3, 2003.

Agreement Exhibit A "Contract term" is replaced with the new "Contract term" of 1 year and 4 months.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives as of the date and year first written above.

AnAerobics, Inc

By: *Edward Wesley*

Title: *President*

Northern States Power Company d/b/a Xcel Energy

By: *Scott L. Egan*

Title: *Vice President - Resource Planning & Acquisition*

Attachment 3

- Non Public Document - Contains Trade Secret Data
 Public Document - Trade Secret Data Excised
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Xcel Energy

Docket No.: E,G999/AA-03-1264

Response To: Department of Commerce Information Request No. 95

Date Received: January 30, 2004

Question:

Reference: Xcel Energy's compliance report for Docket No. E002/M-00-1583
Attachment I, Docket No. E,G999/AA-03-1264

According to the above-referenced compliance report, project AB07- AnAerobics, Inc. was canceled due to fuel supply issues with their fuel supplier.

1. Please fully describe the above-mentioned "fuel supply issues."
2. What legal steps is the Company pursuing to recover the amount of \$M 1.1 already disbursed?

Response:

1. Originally, the agreement between AnAerobics and Seneca Foods was for the purpose of providing waste stream for the anaerobic digester. The waste stream was the fuel for this project. Subsequent to the completion of the design, and after order and delivery of major equipment, the relationship between Seneca Foods and AnAerobics terminated, thus leaving the project without a host.
2. In accordance with the agreement, amounts disbursed to AnAerobics were paid upon completion of previously agreed to milestones. These invoices represented completion of the first four milestones. In addition, an Xcel Energy representative visited the site to verify equipment delivery prior to payment under the agreement.

Presently, there is no legal action being taken to recover any amounts disbursed in this transaction. However, in correspondence dated May 22, 2003, AnAerobics agreed to mitigate expenses and obligations incurred. In addition, AnAerobics agreed to assist in the recapture of as much of the value as reasonably possible from the return and/or sale of the assets. This commitment is currently in effect.

Response By: Price Hatcher
Title: Manager, Renewable Energy Purchases
Department: Energy Markets
Telephone: (303) 308-6111
Date: 2/9/04

Attachment 4

- Non Public Document – Contains Trade Secret Data
 Public Document – Trade Secret Data Excised
 Public Document

Xcel Energy

Docket No.: E002/M-00-1583

Response To: Department of Commerce Information Request No. 015

Requestor: Samir Ouanes

Date Received: August 12, 2013

Question:

Reference: Xcel's response to the Department information request No. 95 in Docket No. E,G999/AA-03-1264

In footnote No. 6 of Attachment I, Schedule 1 of Xcel's September 2, 2003 AAA report in Docket No. E,G999/AA-03-1264, Xcel stated that "Project AB07-AnAerobics, Inc., a waste-to-methane project, was cancelled due to fuel supply issues with their fuel supplier, Seneca Foods. The remainder of the project award of \$200,000 will not be paid. The Company anticipates some refund from AnAerobics once the generator equipment is sold." (emphasis added)

In the above-referenced response to discovery from the Department, Xcel described the "fuel supply issues" as follows:

Originally the agreement between AnAerobics and Seneca Foods was for the purpose of providing waste stream for the anaerobic digester. The waste stream was the fuel for this project. Subsequent to the completion of the design, and after order and delivery of major equipment, the relationship between Seneca Foods and AnAerobics terminated, thus leaving the project without a host.

- 1) Please provide a copy of the above-cited agreement between AnAerobics and Seneca Foods.
- 2) Please identify when this agreement was signed by AnAerobics and Seneca Foods.

Response:

In response to this IR, we have reviewed our files to determine if Xcel Energy is in possession of the contract between AnAerobics and Seneca Foods. We were unable to locate a copy of the contract but we were able to reconstruct the Company's actions with respect to this contract.

In its grant application, AnAerobics represented that that they had a relationship with Seneca Foods and stated that AnAerobics currently “owns and operates a treatment facility” at the Seneca Foods plant where they were already “converting both solid and liquid waste from the corn and pea processing plant into methane gas and carbon dioxide.” We continued forward based on this representation and the grant contract between Xcel Energy and AnAerobics did not require AnAerobics to provide Xcel Energy with a copy of its site contract with Seneca Foods. References to fuel supply issues were reported by Xcel Energy based on correspondence from AnAerobics.

After Seneca Foods terminated its contract with AnAerobics, Xcel Energy requested AnAerobics to provide a copy of their agreement with Seneca to understand performance and breach provisions in that contract. However, AnAerobics did not comply with this request.

Upon the receipt of this IR, Xcel Energy contacted both AnAerobics and Seneca Foods to request a copy of the agreement between AnAerobics and Seneca Foods. In January 2004, AnAerobics restructured as Ecovation, Inc. which was subsequently acquired by Ecolab, Inc. in 2008. Due to this change in corporate structure and ownership change for AnAerobics, we have not been successful in obtaining past documentation from them.

In response to our request to Ecolab, Inc., they indicated on August 16, 2013 that they “believe they have the contract in question, but will need to obtain authorization to release it.” To date Ecolab has not provided a copy to Xcel Energy. We will continue to request this from them and if successful, will supplement this information request when we receive a copy of the contract.

Preparer: Mark Ritter
Title: Renewable Development Fund Administrator
Department: Regulatory Compliance and Filings
Telephone: 612-330-6739
Date: August 22, 2013

Attachment 5

- Non Public Document – Contains Trade Secret Data
 Public Document – Trade Secret Data Excised
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Xcel Energy

Docket No.: E002/M-00-1583

Response To: Dept. of Commerce Information Request No. 10 Supplement

Date Received: June 7, 2004

Question:

Reference: Xcel Energy May 27, 2004 reply comments (section B, page 4)

1. Please provide a copy of "the legal analysis provided to the Board."
2. Please fully describe what legal review was requested.

Response:

1. The legal analysis was provided verbally by counsel to an Xcel Energy employee who oversaw RDF contract administration at the time. This employee then shared that advice verbally with the Board. The advice conveyed was the same as the assessment provided in our reply comments; that is, provisions of the Grant Contract regarding payment were triggered once the contract milestones triggered. At those points, the Company was contractually obligated to make the progress payments. Further, the Company has an obligation of good faith and fair dealing on this type of transaction. Bruce Colt, Xcel Energy legal counsel, provided this advice to Price Hatcher, Xcel Energy contract administration manager, who then summarized it to the Board.
2. The Board sought advice regarding its legal obligations for payments and its options for remedies under the contract. The Board and legal counsel are continuing to pursue the remedies provided under the contract to recoup the value of the equipment bought with RDF funding.

Supplement:

Ecovation f/k/a AnAerobics has recently given title to the equipment purchased with RDF funds to Xcel Energy. The equipment is currently at the Seneca Foods facility located in Montgomery, Minnesota and we are working to have the equipment moved to storage at an Xcel Energy facility. Opportunities for equipment sale or reuse are being pursued.

Response By: Price Hatcher
Title: Manager, Contract Administration
Department: Energy Markets
Telephone: 303-308-6111
Date: June 16, 2004
Supplement July 21, 2004

Attachment 6

- Non Public Document – Contains Trade Secret Data
 Public Document – Trade Secret Data Excised
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Xcel Energy

Docket No.: E002/M-00-1583

Response To: Department of Commerce Information Request No. 013

Requestor: Samir Ouanes

Supplement

Date Received: August 9, 2013

Question:

Reference: March 26, 2002 filed AnAerobics Grant Contract (RDF No. AB07), Paragraph 4.G, Docket No. E002/M-00-1583.

Please identify the docket number and date of Commission approval of any executed power purchase agreement related to the RDF grant contract No. AB07 (AnAerobics), as discussed under the above-referenced document.

Response:

On May 15, 2002 AnAerobics entered into a "Uniform Statewide Contract for Cogeneration and Small Power Production Facilities" power purchase agreement (PPA) with Interstate Power and Light (IPL). A copy of the agreement was provided to NSP on May 16, 2002. On July 14, 2004, NSP informed the Commission of the status of the PPA as part of a RDF 1st Funding Cycle Status and Progress Report (Docket No. E002/M-00-1583). A copy of the PPA between AnAerobics and IPL is attached as Attachment A.

The PPA is between IPL and AnAerobics and utilizes the statutorily provided contract for small power production facilities. Under Section 13 of the PPA, the contract is effective upon execution and the PPA does not provide that the contract was subject to Commission approval. Therefore, we believed that the contract was effective and we have therefore not been active in any Commission proceedings regarding the PPA. We are unaware if the PPA was ever filed with the Commission by IPL.

Supplemental Response:

Xcel Energy notes that the grant contract between Xcel Energy and AnAerobics was amended on January 27, 2003 to allow AnAerobics to receive grant payments without the PPA between IPL and AnAerobics receiving Commission approval. This amendment was entered into because of the fact that the May 15, 2002 PPA between AnAerobics and IPL was made pursuant to rules related to the Uniform Statewide Contract for Cogeneration and Small Power Production Facilities.

Preparer: Mark Ritter
Title: Renewable Development Fund Administrator
Department: Regulatory Compliance and Filings
Telephone: 612-330-6739
Date: August 13, 2013 **Supplemented August 23, 2013**

CERTIFICATE OF SERVICE

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce
Comments**

Docket No. E002/M-00-1583

Dated this 2nd day of **October, 2013**

/s/Sharon Ferguson

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Steven J.	Almos	salmos.wn@bsm.com	Bay State Milling Company	55 Franklin Street Winona, MN 55987	Paper Service	No	OFF_SL_0-1583_1
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	Yes	OFF_SL_0-1583_1
Karen	Anderson		American Sustainable Energy Council	80 South 8th Street, #900 Minneapolis, MN 55402	Paper Service	No	OFF_SL_0-1583_1
Janet	Anderson	jainstp@q.com	-	1799 Sargent St. Paul, MN 55105	Electronic Service	No	OFF_SL_0-1583_1
John	Bailey	bailey@ilsr.org	Institute For Local Self-Reliance	1313 5th St SE Ste 303 Minneapolis, MN 55414	Electronic Service	No	OFF_SL_0-1583_1
Jim	Boerboom	jim.boerboom@state.mn.us	MN Department of Agriculture	625 North Robert Street St. Paul, MN 551552538	Electronic Service	No	OFF_SL_0-1583_1
Edna C.	Brazaitis		Friends of the Riverfront	PO Box 580545 Minneapolis, MN 554580545	Paper Service	No	OFF_SL_0-1583_1
George	Crocker	gwillc@nawo.org	North American Water Office	PO Box 174 Lake Elmo, MN 55042	Paper Service	No	OFF_SL_0-1583_1
Lisa	Daniels	lisadaniels@windustry.org	Windustry	201 Ridgewood Avenue Minneapolis, MN 55403	Paper Service	No	OFF_SL_0-1583_1
Executive	Director		Onanegozie RC&D	2008 Mahogany Street, #3 Mora, MN 550517164	Paper Service	No	OFF_SL_0-1583_1

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ian	Dobson	ian.dobson@ag.state.mn.us	Office of the Attorney General-RUD	Antitrust and Utilities Division 445 Minnesota Street, BRM Tower St. Paul, MN 55101	Electronic Service 1400	No	OFF_SL_0-1583_1
John R.	Dunlop, P.E.	JRDunlop@igc.org	American Wind Energy Association	Suite 300 448 Morgan Ave. S. Minneapolis, MN 554052030	Paper Service	No	OFF_SL_0-1583_1
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	Yes	OFF_SL_0-1583_1
Doug	Fredrickson			400 County Road 50 Avon, MN 56310	Paper Service	No	OFF_SL_0-1583_1
Gary	Gillet		University Of Minnesota	Suite 450 200 Oak Street SE Minneapolis, MN 554552070	Paper Service	No	OFF_SL_0-1583_1
Elizabeth	Goodpaster	bgoodpaster@mncenter.org	MN Center for Environmental Advocacy	Suite 206 26 East Exchange Street St. Paul, MN 551011667	Electronic Service	No	OFF_SL_0-1583_1
Larry	Greden		Greden Dairy	RR 1, Box 13 Altura, MN 55910	Paper Service	No	OFF_SL_0-1583_1
Burl W.	Haar	burl.haar@state.mn.us	Public Utilities Commission	Suite 350 121 7th Place East St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_0-1583_1
Andy	Herring		Colorado School Of Mines	1500 Illinois Street Golden, CO 80401	Paper Service	No	OFF_SL_0-1583_1
Jerry	Horgan		Pipestone-Jasper Public Sch Dist #2689	1401 Seventh Street SW Pipestone, MN 561641877	Paper Service	No	OFF_SL_0-1583_1

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ralph	Jacobson	N/A	Innovative Power Systems, Inc.	1413 Hunting Valley Rd Ste 1 Saint Paul, MN 55109-1555	Paper Service	No	OFF_SL_0-1583_1
Eric	Jensen	ejensen@iwla.org	Izaak Walton League of America	Suite 202 1619 Dayton Avenue St. Paul, MN 55104	Electronic Service	No	OFF_SL_0-1583_1
Cindy	Jepsen		Capitol Resources	Box 254 Marine On St. Croix, MN 55047	Paper Service	No	OFF_SL_0-1583_1
John	Johnson		Stewart Energy Products	22739 Highway 212 E. P.O. Box 219 Stewart, MN 55385	Paper Service	No	OFF_SL_0-1583_1
Timothy M.	Kelley		Leonard, Street & Deinard	Suite 2300 150 South Fifth Street Minneapolis, MN 55402	Paper Service	No	OFF_SL_0-1583_1
Nancy	Kelly	nancyk@eurekarecycling.org	Eureka Recycling	2828 Kennedy Street NE Minneapolis, MN 55413	Paper Service	No	OFF_SL_0-1583_1
Michael	Krikava	mkrikava@briggs.com	Briggs And Morgan, P.A.	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	OFF_SL_0-1583_1
Sheryl	Landis		Energy & Environmental Research Center	PO Box 9018 15 North 23RD Street Grand Forks, ND 582029018	Paper Service	No	OFF_SL_0-1583_1
John	Lindell	agorud.ecf@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_0-1583_1
Michael	Loeffler	mike.loeffler@nngco.com	Northern Natural Gas Co.	CORP HQ, 714 1111 So. 103rd Street Omaha, NE 681241000	Electronic Service	No	OFF_SL_0-1583_1

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Gary C.	Lundeen C.P.A.		Crown Hydro LLC	1040 Sixth Street South Hopkins, MN 55343	Paper Service	No	OFF_SL_0-1583_1
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Paper Service	No	OFF_SL_0-1583_1
Richard	Mattocks		Environomics	2517 Rte. 44, 11-221 Salt Point, NY 12578	Paper Service	No	OFF_SL_0-1583_1
Clark	McDonald			504 - 20Th Street North Benson, MN 56215	Paper Service	No	OFF_SL_0-1583_1
Diana	McKeown		Clean Water Action Alliance Of MN	326 Hennepin Avenue East Minneapolis, MN 55414	Paper Service	No	OFF_SL_0-1583_1
David	Ostlie		Energy Performance Systems, Inc.	Suite K 12510 Fletcher Lane Rogers, MN 55374	Paper Service	No	OFF_SL_0-1583_1
David	Planting		Archer Daniels Midland	400 West Erie Rd. Marshall, MN 56258	Paper Service	No	OFF_SL_0-1583_1
Kellye	Rose	kellye@roseconserve.com	Rose Consulting Service, Inc.	10915 Pioneer Drive Burnsville, MN 55337	Paper Service	No	OFF_SL_0-1583_1
Richard	Savelkoul	rsavelkoul@martinsquires.com	Martin & Squires, P.A.	332 Minnesota Street Ste W2750 St. Paul, MN 55101	Electronic Service	No	OFF_SL_0-1583_1
Dean	Sedgwick	N/A	Itasca Power Company	PO Box 457 Bigfork, MN 56628-0457	Paper Service	No	OFF_SL_0-1583_1

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Don	Selmarten			1617 Cole Blvd. Golden, CO 80401	Paper Service	No	OFF_SL_0-1583_1
Sheldon	Strom		Center For Energy And Environment	212 3rd Ave N Ste 560 Minneapolis, MN 554011459	Paper Service	No	OFF_SL_0-1583_1
SaGonna	Thompson	Regulatory.Records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_0-1583_1
Steven W.	Tyacke	styacke@briggs.com	Briggs And Morgan	2200 IDS Center 80 South Eighth Street Minneapolis, MN 55402	Electronic Service	No	OFF_SL_0-1583_1
Scott	Vreeland		Seward Neighborhood Group	2437 - 33Rd Avenue South Minneapolis, MN 55406	Paper Service	No	OFF_SL_0-1583_1
Heather	Westra		Prairie Island Indian Community	5636 Sturgeon Lake Road Welch, MN 55089	Paper Service	No	OFF_SL_0-1583_1
Paul	White	paul.white@prcwind.com	Project Resources Corp./Tamarac Line LLC/Ridgewind	618 2nd Ave SE Minneapolis, MN 55414	Electronic Service	No	OFF_SL_0-1583_1
Robyn	Woeste	robynwoeste@alliantenergy.com	Interstate Power and Light Company	200 First St SE Cedar Rapids, IA 52401	Electronic Service	No	OFF_SL_0-1583_1