

**Red Lake Falls Community Hybrid, LLC's  
Request for Reconsideration**

Before the  
Minnesota Public Utilities Commission

In the Matter of  
a Complaint by Red Lake Falls Community Hybrid, LLC Regarding  
Potential Purchased Power Agreement Terms and Pricing  
with Otter Tail Power Company

June 20, 2018

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## INTRODUCTION

On December 7, 2016, Red Lake Falls Community Hybrid, LLC (“Red Lake Falls”) filed a complaint with the Minnesota Public Utilities Commission (“the Commission”) against Otter Tail Power Company (“Otter Tail”) over the appropriate terms of a power purchase agreement (“PPA”) between the two parties pursuant to the Public Utilities Regulatory Policies Act of 1978 (“PURPA”). The Minnesota Department of Commerce (“the Department”) intervened. An evidentiary hearing was held in this matter on August 29-30, 2017. Administrative Law Judge Jeffery Oxley (“the ALJ”) issued Findings of Fact, Conclusions of Law, and Recommendation on December 27, 2017. Following the ALJ’s Report, the parties filed Exceptions and Replies to Exceptions to the ALJ Report between January 16 and January 26, 2018. The Commission held a hearing on the matter on February 27, 2018.

At the February 27, 2018 hearing, the Commission noted that Otter Tail and Red Lake Falls had previously been close to an agreement regarding the appropriate avoided cost. As a result, the Commission directed Otter Tail and Red Lake Falls to pursue further negotiations with the guidance provided by the Commission regarding contract length. Negotiations quickly broke down again as Otter Tail made a single offer and then refused to respond to Red Lake Falls’ counteroffers. As a result, the Commission held another hearing on April 26, 2018. Following the second hearing, the Commission issued its *Order Establishing Date of Legally Enforceable Obligation, Term Length, and Avoided Cost of Energy for the Red Lake Falls Hybrid Solar/Wind Project* (the “Order”) on May 31, 2018.

Pursuant to Minn. Stat. 216B.27, Red Lake Falls hereby requests the Commission to reconsider its Order regarding the issues of avoided cost and awarding Red Lake Falls attorney fees and costs. Red Lake Falls asserts that the Commission’s determination that, “The purchase

price of energy per MWh for the Red Lake Falls hybrid solar/wind project is equal to an estimate of avoided costs based on Otter Tail's 2017 Small Power Production Tariff"<sup>1</sup> is unlawful in conjunction with the Commission's determination that Red Lake Falls incurred a legally enforceable obligation ("LEO") on December 7, 2016, the date Red Lake Falls filed its petition with the Commission.<sup>2</sup> Red Lake Falls objects to the Commission's decision to use a 2017 rate for a project with a 2016 LEO date. Additionally, Red Lake Falls does not believe the record in this case supports the Commission's chosen methodology.

Red Lake Falls contends that it is entitled to attorneys' fees and costs under Minn. Stat. § 216B.164, subd. 5. Red Lake Falls is clearly the prevailing party on the issues of contract length and LEO date. Red Lake Falls also believes that since the Commission determined avoided cost rate is higher than what Otter Tail was willing to offer without Commission intervention, Red Lake Falls prevailed on the issue of avoided cost.

#### ARGUMENT

**A. It is unlawful to give a QF an avoided cost rate calculated after the date of the project's LEO formation.**

Under the Federal Energy Regulatory Commission's ("FERC") regulations implementing PURPA, a qualifying facility ("QF") has the option to receive "the avoided cost calculated at the time the [legally enforceable] obligation is incurred."<sup>3</sup> FERC has emphasized that it is the QF's "unconditional right to choose whether to sell its power 'as available' or at a forecasted avoided cost rate pursuant to a legally enforceable obligation."<sup>4</sup> The Commission in this case found that Red Lake Falls had incurred a legally enforceable obligation as of December 7, 2016. Under

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<sup>1</sup> *Order Establishing Date of Legally Enforceable Obligation, Term Length, and Avoided Cost of Energy for the Red Lake Falls Hybrid Solar/Wind Project* ("Order") at pg. 15 Order 3.

<sup>2</sup> *Id.* at pg. 14 Order 1.

<sup>3</sup> 18 C.F.R. 292.304(d)(2)(ii).

<sup>4</sup> *Hydrodynamics, Inc.*, 146 FERC ¶ 61, 193 at P31 (2014).

applicable federal regulations, Red Lake Falls is entitled to an avoided cost rate calculated using numbers from 2016.<sup>5</sup> Instead, the Commission improperly decided to use numbers from 2017 by reasoning that the early 2017 price of energy “closely corresponds to the time the LEO was established in this matter in December 2016.”<sup>6</sup> The Commission’s statement is contrary to law, and ignores well-established precedent as cited above. The LEO date is critical to project developers because it is their right to have avoided cost calculated from the date the legally enforceable obligation was incurred under 18 C.F.R. § 292.304(d)(2)(ii). The Commission’s Order ignores the QF’s right.

If the Commission had wished to rely on Otter Tail’s Small Power Production Tariff filings, the Commission could only lawfully consider the 2016 rate. The rate the Commission is relying on became effective January 1, 2017.<sup>7</sup> If the Red Lake Falls project was eligible for Otter Tail’s tariff rate and had a LEO date of December 7, 2016, the project would be entitled to the 2016 Small Power Production Tariff rate, rather than the 2017 Small Power Production tariff.<sup>8</sup> There is no legal basis for the Commission’s reliance on a rate established after the LEO date.

**B. The Commission should rely on both parties’ expert witnesses as they provide the only evidence of avoided cost pricing calculated for this specific project.**

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<sup>5</sup> See, *Alfalfa Solar I, LLC v. Portland Gen. Elec. Co.*, No. 3:18-cv-40-SI, 2018 U.S. Dist. LEXIS 92771 (D. Or. May 31, 2018) (“The price is calculated based on the utility’s avoided cost at the time that the obligation is incurred, and thus may not reflect the utility’s actual avoided cost over the entirety of the fixed term.”).

<sup>6</sup> *Id.* at pg. 13.

<sup>7</sup> See, *In the Matter of the Annual Filing of Cogeneration and Small Power Production Rates for Otter Tail Power Company*, Docket No. E999/PR-17-09.

<sup>8</sup> This is true both under the LEO rules, addressed at length in this document, as well as under Minnesota’s filed rate doctrine. Under the filed rate doctrine, a rate which has been approved by the regulating agency cannot be challenged in Court, and the utility cannot enter contracts for different rates when the tariff applies. Here, the filed rate for standard rate eligible projects at the time Red Lake Falls established a LEO was the 2016 rate. If the Commission chooses to treat Red Lake Falls as if it had been eligible for the standard offer rate, then the only rate Red Lake Falls could legally receive is the 2016 rate.

The correct way to determine what price a qualifying facility should be paid is to determine what costs the project will actually be able to avoid. The Commission was presented with numbers calculated by experts in the field of avoided cost pricing; both parties' experts used the same methodology (i.e., the peaker method); both parties' experts incorporated the relevant information that gas was the marginal resource for the region; both parties' experts reached similar conclusions regarding what the avoided cost *for this specific project's parameters* should be.<sup>9</sup> Instead of relying on the experts in the matter, the Commission has decided to apply a rate that is not specific to the Red Lake Falls project, and which Red Lake Falls would not otherwise be eligible for due to its size.<sup>10</sup> Red Lake Falls is a 4.6 MW project; Otter Tail's Small Power Production Tariff only applies to projects up to 100 kW.<sup>11</sup> The fact that Minnesota law allows avoided cost to be "set by the Commission"<sup>12</sup> does not mean that the Commission can pick a number at random that is unsupported by the record.<sup>13</sup>

The process of modeling avoided cost forecasts for a specific project with a 20-year contract is very different from the process for setting Otter Tail's tariff rate for small projects with contracts no longer than 10 years. The ALJ acknowledged this reality in his report when he stated, "The Administrative Law Judge is reluctant to propose avoided costs from Otter Tail's Small Power Production Tariff because Otter Tail only offers those rates for a 10-year term."<sup>14</sup> Otter Tail's Small Power Production Tariff is the result of an annual filing with minimal information provided;

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<sup>9</sup> See, Testimony of Roger Schiffman at 9; see also, Phil Hanser Testimony, at 11 (disagreeing with Schiffman's calculation but stating, "To calculate OTP's avoided cost for Red Lake Project, the utility's actual costs to build and operate a new peaker in 2021 should be used.").

<sup>11</sup> Ex. 208 (Annual Rate Filing Jan. 3, 2017 – Not Public Document).

<sup>12</sup> Minn. Stat. § 216B.164 Subd. 4(b).

<sup>13</sup> As discussed in detail below, *Supra C*, neither of the sources the Commission cites to in the record ultimately support its determination.

<sup>14</sup> ALJ Finding of Fact 266.

no intervenors commented on Otter Tail's filing, and Otter Tail received no actual input from the Commission. The Small Power Production tariff was the result of an uncontested filing.<sup>15</sup> In contrast, Mr. Schiffman and Mr. Hanser's opinions were subject to scrutiny via discovery and questioning with cross examination at the ALJ proceeding; there is a strong record to support their respective methodology and avoided cost estimates over a 20-year term.

The tariff rate Otter Tail initially proposed was [TRADE SECRET DATA BEGINS...TRADE SECRET DATA ENDS] for a 10-year contract.<sup>16</sup> This was from the 2016 Small Power Production Tariff. The rates the parties' experts calculated were not very far from this 2016 tariff rate, but they were higher to account for a longer contract (a 20-year estimate is appropriately priced higher than a 10-year estimate to account for inflationary factors) and to account for what the Red Lake Falls project specifically would contribute to Otter Tail's system. Mr. Hanser, Otter Tail's expert, calculated a 20-year rate for a 2016 LEO at [Trade Secret Data Begins...Trade Secret Data Ends] per MWh.<sup>17</sup> Using similar assumptions, Mr. Schiffman, Red Lake Falls' expert, arrived at an avoided cost rate of \$57.05 per MWh.<sup>18</sup> Both experts' rates were based on in-depth modeling specific to the Red Lake Falls project.

**C. The Commission's decision to use Otter Tail's 2017 Small Power Production Rate for Red Lake Falls' Avoided Cost Is Not Supported by the Record.**

The Commission stated that its choice was proper because, "The Small Power Production Tariff is one of the 12 options advanced by the parties, considered by the ALJ, and is a

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<sup>15</sup> In the Matter of the Annual Filing of Cogeneration and Small Power Production rates for Otter Tail Power Company, Docket No. E999/PR-17-09.

<sup>16</sup> ALJ Finding of Fact 199 (OTP Answer to Complaint).

<sup>17</sup> *In the Matter of a Complaint by Red Lake Falls Community Hybrid, LLC regarding Potential Purchased Power Agreement Terms and Pricing with Otter Tail Power Company*, Attachment C, Phil Hanser Testimony, at 19, Docket No. E017/CG-16-1021, eDocket No. 20171-127946-02

<sup>18</sup> ALJ Finding of Fac 196 (Tr. Vol. 1 at 30).

calculation specifically supported by both Otter Tail and the Department.”<sup>19</sup> The testimony the ALJ, and subsequently the Commission, relied on to make this assertion comes from the Supplemental Direct Testimony of Mr. Brian Draxten, Otter Tail’s Resource Planning Manager.<sup>20</sup> This testimony, supporting the use of the 2017 Small Power Production Tariff rates specifically says:

The pricing included in my Affidavit/Prefiled Direct Testimony reflected discussions between OTP and Red Lake that ended with a proposal from OTP to Red Lake on September 28, 2016. That proposal anticipated that a legally enforceable obligation (LEO) would be established in 2016. As a result, the proposal reflected OTP’s 2016 Small Power Production Tariff rates. As it turned out, no LEO was established in 2016 because a number of needed steps were not completed. In the meantime, OTP updated its Small Power Production Tariff rates for 2017 pursuant to MN Rule 7835.03001. Accordingly, *if a LEO is established in 2017, OTP’s 2017 Small Power Production Tariff rates form the appropriate basis for pricing.*<sup>21</sup>

Mr. Draxten’s supplemental testimony acknowledges that it was for the purpose of updating information if the Commission decided on a 2017 LEO date. The Commission decided on a 2016 LEO date, so the supplemental testimony is irrelevant.

Similarly, the Commission’s reliance on the Department’s Initial Brief is in error, as it is not evidence and does not accurately reflect the evidence in the record. The Department stated:

The most recent estimated avoided capacity costs and system average incremental energy costs are found in Exhibit 204 (Otter Tail’s January 3, 2017 Trade Secret filing), , *assuming that the Commission decides that ConEd established a LEO on May 8, 2017.* The relevant Otter Tail Cogeneration and Small Power Production tariffs for the PPA would then be based on Otter Tail’s January 3, 2017, in Docket No. E-999/PR-17-09 (instead of earlier Otter Tail filings of the Cogeneration and Small Power Production tariffs).<sup>22</sup>

The evidence the Commission relies on does not support its decision because both Otter Tail and the Department took the position that the 2017 tariff was appropriate with the caveat that it

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<sup>19</sup> Order at pg. 13.

<sup>20</sup> *Id.*

<sup>21</sup> Ex. 105 at 3 (Draxten Supplemental Direct – Not Public Data) (Emphasis added).

<sup>22</sup> Department’s Initial Brief at 20-21 (October 6, 2017) (emphasis added).

corresponded with a Commission determination that the project had a 2017 LEO date. The Commission properly determined that Red Lake Falls had in fact formed a LEO in 2016. A 2016 LEO date makes a project eligible for a 2016 rate, whereas *if* the project had a 2017 date, it would be appropriate to apply a later calculated avoided cost rate. Nothing in the record supports the Commission's decision to apply a 2017 rate to a project with a 2016 LEO date.

**D. The Commission's decision on avoided cost violates Minn. Stat. § 216B.164 Subd. 1 requiring "the maximum possible encouragement to cogeneration and small power production" and PURPA's full avoided cost requirement.**

The Commission claims that its decision is in accord with Minnesota state law because Minn. Stat. § 216B.164 Subd. 4(b) allows the Commission to set an avoided cost. However, the statute does not function in isolation such that the Commission is free to set any avoided cost it chooses. Instead, Minn. Stat. § 216B.164 Subd. 1 requires the Commission to construe the remainder of the statute in such a way that "maximum possible encouragement" is given to small power production. In its Order, the Commission openly acknowledges that, "the results in this matter may not specifically benefit *or encourage the development of small power producers.*"<sup>23</sup> Therefore, the Commission acknowledges that its order does not fulfill the requirements of the Minnesota Statute.

The Commission attempts to justify its decision by stating, "The Commission finds, however, that its determination results in just and reasonable rates that are consistent with the protections of customers and public and are well founded in this record. PURPA is not intended to require customers to subsidize developers."<sup>24</sup> Red Lake Falls objects to this characterization. Red Lake Falls is not asking for subsidization; Red Lake Falls only seeks the full avoided cost it

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<sup>23</sup> *Id.* (emphasis added).

<sup>24</sup> Order at pg. 13.



is legally entitled to.<sup>25</sup> What the Commission's decision appears to be doing, in contrast, is selecting a lower avoided cost estimate than Red Lake Falls is legally entitled to, and thus subsidizing Otter Tail ratepayers at the expense of Red Lake Falls. Furthermore, the Red Lake Falls project would not impact ratepayers more than any new Otter Tail Power resource when the full avoided costs are calculated correctly.<sup>26</sup>

Rather, it appears that the Commission decided on the 2017 tariff rate simply because the Commission was uncomfortable awarding Red Lake Falls a contract at the full rate to which it is entitled. The Commission said:

The Commission notes parenthetically that the interpretation of avoided costs advanced by ConEd would result in costs per ratepayer of some \$57 MWh. This is hardly a fair and equitable rate in an environment where the record developed in this matter shows that current avoided cost of renewables is significantly less.<sup>27</sup>

Even as a "parenthetical," the Commission's statement reveals that the reason it settled on the 2017 rate is because the "current avoided cost of renewables is significantly less." This is not a proper factor for the Commission to consider under PURPA. Legally, if the QF requests the avoided cost to be calculated "at the time the obligation is incurred," the Commission may only set avoided cost based on forecasts based on the LEO date,<sup>28</sup> and QFs are entitled to the full avoided cost calculated from the date regardless of energy market fluctuations in the future. In this case, the numbers that correctly calculate the avoided cost price for Red Lake Falls

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<sup>25</sup> Subsidizing the ratepayers at the cost of the QF is contrary to PURPA which requires a QF to be paid the utility's full avoided cost. 18 CFR § 292.304(b)(2).

<sup>26</sup> "In its order accompanying the promulgation of this rule, FERC explained its decision to set the rate at full avoided cost rather than at a level that would result in direct rate savings for utility customers by permitting a utility to obtain energy at a cost less than the cost to the utility of producing the energy itself or purchasing it from an alternative source. 45 Fed. Reg. 12214 (1980).

<sup>27</sup> Order at pg. 13.

<sup>28</sup> 18 C.F.R. 292.304(d)(2)(ii).

considering all relevant factors are the ones presented by the experts.<sup>29</sup> However, if the Commission is most comfortable using a number calculated based on Otter Tail's Small Power Production Tariff, it must choose the 2016 tariff rate.

**E. Red Lake Falls should be awarded attorney's fees and costs.**

Red Lake Falls also requests that the Commission reconsider its decision regarding attorneys' fees and finding that Red Lake Falls is not a prevailing party in this case. Under state law, the QF is entitled to attorneys' fees based on its prevailing arguments. Minn. Stat. § 216B.164, subd. 5 states:

The commission in its order resolving each such dispute *shall* require payments to the prevailing party of the prevailing party's costs, disbursements, and reasonable attorneys' fees, except that the qualifying facility will be required to pay the costs, disbursements, and attorneys' fees of the public utility only if the commission finds that the claims of the qualifying facility in the dispute have been made in bad faith, or are a sham, or are frivolous. (emphasis added).

This language is strong. The plain meaning of this statute is that if there is a prevailing party in a dispute, the prevailing party is legally entitled to its costs, disbursements and reasonable attorneys' fees associated with the case. In this instance, that prevailing party is Red Lake Falls.

On two of the three matters, Red Lake Falls was unequivocally the prevailing party, because the Commission adopted Red Lake Falls' positions on those matters. On the issue of contract length, Red Lake Falls consistently argued for a 20-year term.<sup>30</sup> The Commission

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<sup>29</sup> Additionally, contrary to the Commission's characterization, Red Lake Falls has conceded since its ALJ exceptions brief that the correct avoided cost should be somewhere between the experts' proposed rates based on when the Commission determined a LEO was incurred. See, Red Lake Falls Community Hybrid, L.L.C.'s Exceptions to the Administrative Law Judge's Findings of Fact, Conclusions of Law, and Recommendations at pg. 6. During post-hearing negotiations, Red Lake Falls offered to use Otter Tail's own expert's price and then offered a price even lower. See, Red Lake Falls Community Hybrid, L.L.C.'s Response to Otter Tail Power's Status of Negotiations, Appendix: Offers to Otter Tail Power.

<sup>30</sup> See Briefing Papers, Minnesota Public Utilities Commission, Docket No. E017/CG-16-1021, Doc. Id. 20182-140206-02 at 2 (Feb. 16, 2018).

agreed with Red Lake Falls.<sup>31</sup> On the issue of LEO formation, the Commission similarly adopted Red Lake Falls' position, finding that the LEO was created in December of 2016.<sup>32</sup> As such, Red Lake Falls unambiguously prevailed on two issues in this dispute, because the Commission agreed with Red Lake Falls' positions.

The only issue that the Commission has not, to date, expressly agreed with is Red Lake Falls' position on was the rate issue.<sup>33</sup> However, even on that issue, Red Lake Falls prevailed on the issue of avoided cost to the extent that the Commission determined rate is higher than what Otter Tail offered during pre-litigation negotiations. Although it is true that the Commission did not select an avoided cost estimate Red Lake Falls advocated for during the dispute resolution proceeding or even at the Commission hearing, it is clear that Red Lake Falls was entitled to a 20-year rate that is far greater than what Otter Tail initially quoted to Red Lake Falls prior to its filing its complaint before the Commission. In its original May 6, 2016 offer email, Otter Tail estimated "for a longer term PPA (15, 20, 25 years), the PPA pricing would be [TRADE SECRET DATA BEGINS...TRADE SECRET DATA ENDS]."<sup>34</sup> Consequently, the rate determined by the Commission far exceeded Otter Tail's initial offer. At no point prior to Red Lake Falls filing of a petition did Otter Tail offer a price remotely close to the number set by the Commission.<sup>35</sup> While Red Lake Falls was not awarded the rate it initially requested from the Commission, it got a much higher rate than would have been the case had it accepted Otter Tail's initial, low-ball offer. This fact alone justified Red Lake Falls bringing this contested case

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<sup>31</sup> Order at pg. 14.

<sup>32</sup> *Id.*

<sup>33</sup> *See also*, Order at pg. 14 (finding the rate should be Otter Tail's 2017 Small Power Production Tariff, and not a calculation using the "peaker methodology").

<sup>34</sup> Initial Filing – Complaint – Exhibit 1 – Relevant Emails, Red Lake Falls Community Hybrid, LLC, Docket No. E017/CG-16-1021, Doc. Id. 201612-127125-03 at Exhibit 8 (Dec. 7, 2016).

<sup>35</sup> *See*, Briefing Papers – April 26, 2018 Agenda, Minnesota Public Utilities Commission, Docket No. E017/CG-16-1021, Doc. Id. 20184-142080-02 at 1 (Apr. 18, 2018).

proceeding before the Commission. Red Lake Falls did prevail on its argument that Otter Tail was underestimating its 20-year avoided cost estimates when quoting them to QFs.

Even if the Commission finds Red Lake Falls was not the prevailing party on the rate issue, it is at least entitled to attorneys' fees on the two issues it did prevail upon. Partial collection of fees is an accepted practice throughout the United States and Minnesota. For instance, in *Hensley v. Eckhert*, a case regarding the award of attorney fees and costs in situations where the party did not prevail on all issues, the United States Supreme Court held "where a lawsuit consists of related claims, a plaintiff who has won substantial relief should not have his attorney's fee reduced simply because the district court did not adopt each contention raised. But where the plaintiff achieved only limited success, the court should award only that amount of fees that is reasonable in relation to the results obtained."<sup>36</sup> In short, the Supreme Court held that a court should award fees based on relative success; and a complainant should still receive proportionate attorney fees and costs even if they prevailed on only some issues before the court.

Furthermore, in the Minnesota case *Riverview Muir Doran, LLC v. JADT Dev. Grp., LLC*, the Minnesota Court of Appeals cited *Hensley* and held that "fees for unsuccessful claims may be recoverable if the successful and unsuccessful claims share a 'common core of facts' and 'related legal theories.'"<sup>37</sup> This case built upon *Hensley*, developing Minnesota precedent, for how to handle awards of attorneys' fees in litigation involving multiple issues. The Court of Appeals determined that it is possible to collect on all issues even if the party did not prevail on each issue individually, so long as the issues are all sufficiently related.

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<sup>36</sup> *Hensley v. Eckhart*, 461 U.S. at 436 (1983).

<sup>37</sup> 776 N.W.2d 172, 179 (Minn. Ct. App. 2009).

Additionally, there are cases where attorney fees and costs were divided by the courts of Minnesota. For instance, in *Scott v. Forest Lake Chrysler-Plymouth-Dodge*, the Minnesota Court of Appeals affirmed the division of fees by seven to account for plaintiff's success on only one of seven claims.<sup>38</sup> Consequently, the judicial body reviewing a case has the power to determine that a complainant was a prevailing party on individual issues and not the case as a whole and should do so when appropriate.

As is evident from the state case law above, it is not necessary that the complainant prevail on all issues to collect costs, disbursements, and attorneys' fees. It should nevertheless collect for costs incurred on issues it did prevail upon, and it has the ability to collect on even unsuccessful claims that share a common core of facts and related legal theories. In Red Lake Falls' situation, it unequivocally prevailed on two out of the three issues and is clearly entitled by Minn. Stat. § 216B.164, subd. 5 to at least 2/3s of its billable hours for this dispute under state law. Red Lake Falls contends, however, that all of its attorney's fees should be paid, because 1) Red Lake Falls was awarded a rate by the Commission far in excess of the low-ball avoided cost estimate proffered by Otter Tail prior to the commencement of this litigation; and 2) the rate, the term-length issue, and the LEO formation are all tied together with a common core of facts and related legal theories.

## CONCLUSION

For the foregoing reasons, Red Lake Falls respectfully requests that the Commission reconsider its decisions regarding the proper avoided cost price and the determination that Red Lake Falls is not the prevailing party. Red Lake Falls believes reconsideration is necessary to make the Commission's Order comport with PURPA and Minnesota state law.

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<sup>38</sup> 668 N.W.2d 45, 50-51 (Minn. Ct. App. 2003).

Dated: June 20, 2018

Respectfully submitted,



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Michael J. Uda  
*Counsel for Red Lake Falls  
Community Hybrid, L.L.C.*

**CERTIFICATE OF SERVICE**

**RE: In the Matter of a Complaint by Red Lake Falls Community Hybrid, LLC regarding Potential Purchased Power Agreement (PPA) Terms and Pricing with Otter Tail Power Company. Docket No. E017/CG-16-1021**

I hereby certify that on this 20<sup>TH</sup> day of June, 2018, a true and correct copy of the foregoing **REQUEST FOR RECONSIDERATION** was served by-filing with the Minnesota Public Utilities Commission and to all other person on the attached service list by electronic-service or by First Class Mail.

By.

  
Jackie Haskins-Legal Assistant

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