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AN EQUAL OPPORTUNITY EMPLOYER

December 12, 2016

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
Saint Paul, Minnesota 55101-2147

RE: **Comments of the Minnesota Department of Commerce, Division of Energy Resources**
Docket No. G022/M-16-920

Dear Mr. Wolf:

Attached are the *Comments* of the Minnesota Department of Commerce, Division of Energy Resources (Department) in the following manner:

A *Petition* filed by Greater Minnesota Gas, Inc. (Greater Minnesota or the Company) for approval of a miscellaneous tariff change modification of General Service Transportation Service, Rate Code TR1.

The *Petition* was filed on November 10, 2016. The petitioner on behalf of Greater Minnesota is:

Kristine Anderson
Corporate Attorney
Greater Minnesota Gas, Inc.
202 South Main Street
Le Sueur, MN 56068

Based on its review of this filing, the Department recommends that the Minnesota Public Utilities Commission (Commission) **approve, with modifications**, Greater Minnesota's *Petition*.

The Department is available to answer any questions that the Commission may have.

Sincerely,

/s/ ADAM J. HEINEN
Rates Analyst
651-539-1825

AJH/lt
Attachment

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

COMMENTS OF THE
MINNESOTA DEPARTMENT OF COMMERCE
DIVISION OF ENERGY RESOURCES

DOCKET No. G022/M-16-920

I. BACKGROUND

The basis for Greater Minnesota Gas, Inc.'s (Greater Minnesota or the Company) *Petition* was the recent transition of one of its largest customers from retail service to transportation service. A detailed discussion of this customer's decision to transition service was presented in the Company's October 27, 2016 *Letter* in Docket No. G022/M-16-522. Prior to the filing of the *Letter* in Docket No. G022/M-16-522, representatives from Greater Minnesota discussed the transition of this customer and how the Company handled this transition with staff from the Minnesota Public Utilities Commission (Commission) and the Minnesota Department of Commerce, Division of Energy Resources (Department). As noted in its *Petition*, Greater Minnesota was able to control this transition in this instance but all parties during the conversations agreed that modification of the Company's transportation service tariff was likely appropriate to account for any future service transitions between firm service and transportation service.

The Company's *Petition* and the Department's response are discussed below.

II. SUMMARY OF GREATER MINNESOTA'S PETITION

Pursuant to Minnesota Statute § 216B.16 and Minnesota Rules 7829.1300 (Miscellaneous Filings), Greater Minnesota submitted a petition for approval of a miscellaneous tariff change to its General Service Transportation Service Code TR1 (Rate Code TR1) in response to the transition of one of its largest customers from retail service to transportation service. This transition occurred during 2016 subsequent to Greater Minnesota making its annual demand entitlement filing for the 2016-2017 heating season (Docket No. G022/M-16-522). The Company explained in its October 27, 2016 *Letter* in Docket No. G022/M-16-522 that it was able to account for this transition through a recallable capacity release contract with the large customer in question, ensuring that Greater Minnesota's remaining sales customers would not be paying for capacity no longer needed to serve the transitioning customer and that firm system reliability would not be harmed.

In this *Petition*, the Company noted that it contacted Staff from the Department and Commission to discuss the situation in the demand entitlement filing and what steps should be taken in the future to deal with the potential transition of customers from firm service to transportation service and vice versa. Since Greater Minnesota's current transportation service tariff does not address such transitions, the parties agreed that a modification to the Company's transportation service tariff was needed in order to ensure transitions occur in a reasonable manner. Given this conclusion, the Company recommended the following modifications to its TR1 Rate Code:

Transfer to Transportation Service

Customers may transfer to Transportation Service for the period November 1 through October 31 after giving the Company six months' advance written notice prior to November 1. A transportation customer must maintain transportation service for the entire November through October period. A transportation customer may not return to sales service until the next November 1st and must notify the Company in writing at least six months prior to the transfer. A customer may only transfer to firm sales service if Company is able to arrange adequate additional firm gas entitlements to meet the needs imposed on its system by the customer at terms similar to the Company's existing portfolio without jeopardizing system reliability or increasing costs for its other customers.

Under this proposed language, Greater Minnesota would have the ability to manage and prepare for when customers switch between transportation service and sales service. Further, in the event that firm entitlements are not available or unreasonably priced, the Company has the ability to turn down a request to move from transportation to sales service so that existing sales service customers are not unduly burdened or that reliability is impaired. This is the only proposed modification that Greater Minnesota makes to this tariff.

III. DEPARTMENT'S ANALYSIS OF GREATER MINNESOTA'S PROPOSAL

Based on its analysis of Greater Minnesota's proposal, and the circumstances surrounding one of the Company's largest customer's transition from sales service to transportation service, the Department generally agrees with the Company's proposed tariff changes. The language proposed by Greater Minnesota appears to be sufficient to enable the Company to manage any consequences to system reliability and avoid short-term cost increases for other customers due to such rate class transitions. In addition, Greater Minnesota's proposed tariff changes are similar to what is in the transportation service tariffs for other regulated gas utilities. The Department reviewed the transportation service tariffs for other utilities and observed that the tariffs generally include similar timeframe limitations and advance notice requirements.¹

¹ See Attachment 1 to these *Comments*.

While the Department agrees with the general goals of Greater Minnesota's proposed tariff language, for the sake of clarity, the Department recommends changes to Greater Minnesota's proposed language. The changes recommended by the Department do not alter the meaning or purpose of the tariff language. The Department recommends the following amendments to Greater Minnesota's proposed language addition:

Transfer to Transportation Service

Customers may transfer to Transportation Service for the period November 1 through October 31 ~~after giving, subject to~~ providing the Company ~~with six months' advance~~ written notice at least six (6) months prior to November 1. A transportation customer must maintain transportation service for the entire November through October period. A transportation customer may not return to, or transition to, sales service until the next November 1st, ~~subject to and providing~~ must notify the Company ~~with written notice in writing~~ at least six (6) months prior to the transfer. A customer may only transfer to firm sales service if the Company is able to arrange adequate additional firm gas entitlements to meet the needs imposed on its system by the customer at terms similar to the Company's existing portfolio without jeopardizing system reliability or increasing costs ~~for~~ to its other customers.

IV. DEPARTMENT CONCLUSIONS AND RECOMMENDATIONS

Based on its review of this filing, the Department recommends that the Commission approve Greater Minnesota's *Petition* with the clarifying edits to the Company's proposed added language to the TR1 Rate Code noted above.

/lt



GREAT PLAINS NATURAL GAS CO.

A Division of MDU Resources Group, Inc.

State of Minnesota Gas Rate Schedule – MNPUC Volume 2

Section No. 5
3rd Revised Sheet No. 5-81
Canceling 2nd Revised Sheet No. 5-81

INTERRUPTIBLE GAS TRANSPORTATION SERVICE Rates S81 and S82 South District

Flexible Distribution Charge per dk:

Rate S82 Company and customer will agree to a price between ~~\$0.04240.0320~~ and ~~\$0.65840.8396~~ per dk. Unless otherwise agreed, a five-day notice of price change shall be provided.

The flexible rate is available only to those customers whose normal daily requirements are in excess of 199 dk. The Company shall not offer or impose a flexible rate to customers with energy supplies consisting of indigenous biomass from a supplier not regulated by the Commission.

Customers are normally served on the fixed rate, but will be placed on the flexible rate if a qualifying customer requests flexible rate service and (1) for pricing reasons, the customer uses a non-gas alternate energy supply/service from a supplier not regulated by the Commission or (2) the customer uses gas from a supplier not regulated by the Commission.

If Company and customer cannot agree to a flexible rate and customer continues to use gas, customer shall be charged the maximum allowable flexible rate, plus all other applicable charges.

Conditions of Service:

1. CRITERIA FOR SERVICE – In order to receive ~~transportation~~ the service, customer must qualify under one of the Company's applicable natural gas transportation service rates and comply with the general terms and conditions of service provided herein. The customer is responsible for making all arrangements for transporting the gas from its source to the Company's interconnection with the delivering pipeline(s).
2. REQUEST FOR GAS TRANSPORTATION SERVICE:
 - (a) To qualify for gas transportation service, a customer must request the service pursuant to the provisions set forth herein. The service shall be provided only to the extent that the Company's existing operating capacity permits in accordance with the provisions of General Terms and Conditions.

Date Filed:	May 14, 2012	Effective Date:	Service rendered on and after June 1, 2012
Issued By:	Tamie A. Aberle Regulatory Affairs Manager	Docket No.:	G004/CI-11-1110



SMALL VOLUME FIRM TRANSPORTATION SERVICE

Availability:

Available to any firm customer whose peak day requirements are less than 2000 therms for the delivery of gas owned by the customer from a CenterPoint Energy Town Border Station(s) to a meter location on the customer's premise.

Rate:

ANNUAL USAGE	MONTHLY BASIC CHARGE	DELIVERY CHARGE PER THERM	COST OF GAS DEMAND CHARGE
Less than 1500 Therms	\$115.00	\$0.20658	\$0.07523
Equal to or greater than 1500 Therms and less than 5000 Therms	\$121.00	\$0.16740	\$0.07523
Greater than or equal to 5000 Therms	\$143.00	\$0.15429	\$0.7523

Special Conditions:

- 1) Customer will provide CenterPoint Energy's Transportation Services Department in writing (or by electronic communication) with a reasonable estimate of total monthly consumption at least five (5) working days prior to the end of the preceding month.
- 2) Customer is responsible for reimbursing CenterPoint Energy for all incremental on-site plant investments, including telemetry equipment, required by CenterPoint Energy for providing transportation services to the customer. This investment shall remain the property of CenterPoint Energy.
- 3) If customer is an existing customer, taking services under the firm sales service tariff, The customer is responsible for stranded Cost of Gas Demand Charge shown above. However, CenterPoint Energy would forego the Cost of Gas Demand Charge as set forth above, provided that CenterPoint Energy can either utilize or reduce its transportation obligations such that there will be no stranded cost for the remaining firm service customers.

Therm Factor Adjustment:

Customer metered usage will be adjusted to reflect the following: 1,000 Btu per cubic foot, base pressure of 14.73 PSIA, and a gas temperature of 60 degrees Fahrenheit.

LARGE VOLUME FIRM TRANSPORTATION SERVICE (CONTINUED)**Failure of Transportation Supply:**

Such gas will be charged to the customer at the highest incremental supply cost for the day plus the commodity cost of interruptible transportation plus applicable Daily Balancing Fees. If CenterPoint Energy is unable to obtain a replacement for the customer's transportation supply, the customer will be given the option to discontinue the use of gas or to incur the penalty associated with the unauthorized use of gas.

Penalty for Unauthorized gas Use:

If a customer fails to discontinue use of gas within one hour of being requested to do so by CenterPoint Energy, the customer will be deemed to have taken Unauthorized Gas. The penalty for unauthorized use of gas will be:

- 1) For the first occurrence of the gas year: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$1.00 per Therm.
- 2) For subsequent occurrences: the prevailing delivery charge plus the highest incremental supply cost for the day plus \$2.00 per Therm.

For purposes of this provision, the gas year is the twelve month period beginning November 1 each year.

Further, CenterPoint Energy shall have the right to shut off customer's supply of gas in the event of failure to discontinue use after being requested to do so.

Due Date:

The due date printed on customer bills will not be more than five days before the next scheduled billing date. However, customers who have selected the AutoPay option may select a due date which is greater than five days before the next scheduled billing date.

Late Payment Charge:

Delinquent amounts are subject to a late payment charge of 1.5% or \$1.00, whichever is greater. No late payment charge will be applied if the delinquent amount is \$10.00 or less.

All payments received will be credited against the oldest outstanding account balance before application of any late payment charge. The late payment charge will be assessed on unpaid amounts at the next scheduled billing date.

Franchise Fee:

A franchise fee will be added to the monthly bill computed at this rate schedule for those communities that impose a franchise fee.

Purchased Gas Adjustment Rider:

The above rates are subject to the Purchased Gas Adjustment Rider at Section V, page 22. Bills will be automatically increased or decreased as provided in the rate adjustment clause to reflect changes in the cost of purchased gas and fuel for supplemental gas.

Gas Affordability Rider:

All customer bills under this rate are subject to the adjustment provided for in the Gas Affordability Program Rider, Section V, pages 25-25.b.

Conservation Improvement Adjustment Rider:

All customer bills under this rate are subject to the Conservation Improvement Rider, Section V, Page 13.

Revenue Decoupling Rider:

All customer bills under this rate with the exception of customers taking Market Rate Service, (Section V, Page 11) are subject to the Revenue Decoupling Rider, Section V, Pages 28-28.a.

Contract:

Customer must sign a separate contract for Transportation Service to each delivery point. The minimum contract for Firm Transportation Service is one (1) year.

Customer must advise CenterPoint Energy six (6) months in advance, in writing, when it wishes to cancel a contract for Firm Transportation Service.

Customer is obligated to provide a copy of all contracts used to procure and deliver natural gas to CenterPoint Energy's Town Border Station(s). Such contracts must be with suppliers who can demonstrate actual firm gas supplies under contract. Customer is not required to provide price information.



FIRM GAS TRANSPORTATION SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is between CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas, 505 Nicollet Mall, P.O. Box 59038, Minneapolis, Minnesota 55459-0038 (CenterPoint Energy) and _____ ("End User"), and is effective 9:00 a.m. CCT on the 1st day of _____, 20____. End User is a natural gas user who has purchased natural gas from a supplier other than CenterPoint Energy's sales service, and who desires to transport that natural gas through CenterPoint Energy's distribution system. CenterPoint Energy is willing and able to transport End User's natural gas on a firm basis, subject to (1) all provisions of this Agreement, and (2) CenterPoint Energy's currently effective and applicable Firm Transportation Service Tariff on file with the Minnesota Public Utilities Commission, as it may be changed from time to time ("Tariff"). Therefore, the parties, desiring to be legally bound, for themselves, their successors and assigns, agree as follows:

Section 1. Quantity.

CenterPoint Energy agrees to accept and to transport on a firm basis daily volumes of gas nominated by End User in accordance with Section 2 of this Agreement in volumes up to _____ Therms per day. End User's gas will be accepted at the inlet of CenterPoint Energy's _____ town border station ("TBS") and will be transported on a firm basis to End User's meter at _____, Minnesota account #_____. The volumes metered by CenterPoint Energy will be considered the volumes delivered to CenterPoint Energy.

End User's gas shall be delivered by CenterPoint Energy at a rate of flow not exceeding _____ cubic feet per hour at the outlet of End User's meter. The gas shall be delivered at normal operating pressures and temperatures on CenterPoint Energy's distribution system and all volumes delivered will be adjusted for Btu content. Gas transported under this Agreement shall be the first gas registered through End User's meter.

Section 2. Nominating Procedure.

Each day by 9:00 a.m. CCT, End User will nominate the volume of gas it wants to take for the 24-hour period beginning at 9:00 a.m. CCT the following day. Nominations shall be made directly to CenterPoint Energy's Transportation Services Department and shall include volumes to account for fuel use and unaccounted for volumes on the transporting interstate pipeline system. When End User is out-of-balance on CenterPoint Energy's system, as defined in the Tariff, End User will pay the charges outlined in the Tariff.

End User is responsible for all transportation and transportation requirements of the interstate pipeline.

Section 3. Meter Reading and Telemetry.

Telemetry is required. End User may be billed monthly for the cost of the telephone circuit. This charge is in addition to all charges outlined in the applicable Tariff.

Section 4. Term.

This Agreement will continue in effect for 1 year from its effective date. Upon expiration of the initial term, this Agreement shall continue for successive thirty (30) day periods until terminated in accordance with Section 7 of this Agreement.

Section 5. Price.

The rate charged End User for transportation services will be governed by the Tariff, a copy of the current Tariff is attached to this Agreement.

Section 6. Payment.

Payment is due five (5) days prior to the next scheduled billing date. A late charge, as outlined in the Tariff, will be applied to bills not paid by the end of the due date.

Section 7. Termination and Assignment.

7.1. End User or CenterPoint Energy may terminate this Agreement by giving written notice to the other six (6) months prior to the expiration of the current term.

7.2. This Agreement shall immediately terminate on any date on which any applicable statute, regulation or other jurisdictional authority renders it illegal, null or void.

7.3. Additionally, this Agreement will be subject to termination immediately upon notice to End User of its failure to meet its responsibilities under this Agreement.

7.4. This Agreement may not be assigned without the written consent of the other party.

Section 8. Notices.

CenterPoint Energy, Commercial & Industrial Sales, 505 Nicollet Mall, P.O. Box 59038, Minneapolis, Minnesota 55459-0038, 612-321-4330

End User: _____

Section 9. Failure of Gas Supply.

If the End User fails to supply gas to CenterPoint Energy's TBS, End User will bound by the provisions detailed in the Tariff.

Section 10. Waiver of Liability.

End User will hold CenterPoint Energy harmless from all claims for damages resulting from any termination of gas service caused by End User's failure to deliver gas to CenterPoint Energy's TBS.

Section 11. Supplying Copies of Contracts.

Prior to any transportation by CenterPoint Energy under this Agreement, End User will provide CenterPoint Energy with copies of all contracts used to procure and deliver natural gas to CenterPoint Energy's TBS. However, End User need not provide price information contained in such contracts.

Section 12. Applicable Law and Regulation.

This Agreement will be construed in accordance with the laws of the State of Minnesota. However, notwithstanding any of the terms or conditions of the Agreement, the Tariff shall govern. If a change in the Tariff creates a conflict with any section of this Agreement, either party may cancel this Agreement immediately upon delivery of written notice of such cancellation to the other party. Further, the operation and effectiveness of this Agreement shall not continue if such continuance would violate any applicable statute, regulation or other jurisdictional authority.

Section 13. Complete Agreement.

This Agreement and the Tariff constitute the parties' complete agreement. With the exception of changes to the Tariff, this Agreement cannot be changed except in a writing signed by both parties.

CENTERPOINT ENERGYRESOURCES CORP., d/b/a CenterPoint Energy Minnesota Gas

By: _____
Title: _____
Dated: _____

END USER

By: _____
Title: _____
Dated: _____

TRANSPORTATION RATE SCHEDULE (Continued)

Daily Firm Capacity Charge
Annual Cost Adjustment Charges
Conservation Cost Recovery Charges and Conservation Cost Recovery Adjustments
Any other Fixed costs passed on by the pipeline, applicable for recovery

Additional costs will be assigned as they are authorized by the FERC or Minnesota Public Utilities Commission to be charged for transportation services, including but not limited to take-or-pay costs, TCR costs, and GRI costs. In addition, all firm volumes delivered from system gas supply shall be charged the rate set in the appropriate sales tariff schedule.

3. Special Conditions:

- A. Customer must have arranged for the purchase of gas other than Company's system supply and for its delivery to Company system. Company shall be deemed to have title to transportation gas, as necessary, to arrange interstate pipeline transportation to Company's system.
- B. The customer shall execute a written contract for transportation services along with any attendant addendums pursuant to this rate schedule containing such terms and conditions as Company may reasonably require.
- C. All transportation customers other than farm tap customers must have Company install telemetry equipment at the customer's expense. The telemetry equipment must be installed prior to the commencement of natural gas service to the customer. Company will offer financing for periods up to 90 days interest free. Company will offer financing with interest to a customer to pay for the installation of telemetry equipment for a period of more than 90 days but not more than 12 consecutive months on a non-regulated basis. The telemetry equipment and any other improvements made by Company shall remain the property of Company.
- D. Company's sales refunds applicable to the period when gas is transported will not be made to transportation customers.
- E. The order of gas delivery for purposes of billing will be as follows:
 - a. First, customer-owned firm volumes.
 - b. Second, customer-owned interruptible volumes.
 - c. Third, sales gas priced per Company's applicable sales tariffs.
- F. Customer agrees to curtail the use of gas purchased from third party suppliers of gas when the gas purchased from the third party is not delivered to Company's system.
- G. Customers may transfer to Transportation Service for the period November 1 through October 31 after giving the Company ninety days advance notice prior to November 1. A transportation customer must maintain transportation service for the entire November through October period. A transportation customer may not return to sales service until the next November 1st and must notify the Company in writing at least ninety days prior to the transfer. A customer may only transfer to firm sales service if Company is able to arrange adequate additional firm gas entitlements to meet the needs imposed on its system by the customer, without jeopardizing system reliability or increasing costs for its other customers. If Customer faces unforeseen circumstances that were not known ninety days prior to November 1, Customer may request a waiver of the notice requirement to allow Customer to transfer service.

Issued By: Theodore Eidukas
Vice President-Regulatory Affairs

Submittal Date: November 30, 2016

*Effective with bills issued on and after this date.

*Effective Date: February 1, 2017

Proposed Effective Date: February 1, 2017



Late payment penalties are assessed on the past due amount and shall not exceed one and one-half percent (1½%) per month of the past due amount. The penalty date shall be not less than seventeen (17) days after the rendering of the bill and shall be considered to have expired at office opening time of the next day after the date indicated on the bill. Mail payments are considered to have been paid on the date of the postmark. If the penalty date falls on a Saturday, Sunday or holiday, it will be extended to the next normal working day before the penalty is assessed.

10. **Request to Transfer to Sales Service:** Customer agrees to take transportation service for the period November 1 through October 31. Customer may not transfer to sales service until the next November 1st and must notify the Company in writing at least ninety days prior to the transfer. A customer may only transfer to firm sales service if Company is able to arrange adequate additional firm gas entitlements to meet the needs imposed on its system by the customer, without jeopardizing system reliability or increasing costs for its other customers. If Customer faces unforeseen circumstances that were not known ninety days prior to November 1, Customer may request a waiver of the notice requirement to allow Customer to transfer service. The Company has sole discretion to grant or deny such a request and may only grant such a request if the Company determines that (1) unforeseen circumstances prevented Customer from timely requesting to transfer service, (2) adequate gas supply and interstate pipeline capacity is available to serve Customer, and (3) the waiver will not result in any detriment to existing system sales customers. If the Company waives the notice requirement, the Company may require the customer to pay an exit fee to recover the costs related to a switch to or from service under this rate schedule. This exit fee may include, but is not limited to, any above market gas commodity costs, any interstate pipeline transportation and/or storage costs, and any other demand costs.

11. **Notices:** Notices required or otherwise given under this Agreement, except notices specifically allowed to be provided by facsimile, shall be given in writing and mailed by first class mail to the other party at the provided below:

Company:	Customer:
Minnesota Energy Resources Corporation ("MERC")	Company:
Attention:	Attention:
Address:	Address:
Telephone:	Telephone:
Fax:	Fax:

12. **Regulatory Commission Authority:** The provisions of this Agreement are subject to Company's Tariff, all valid legislation with respect to the subject matter hereof and to all present and future orders, rules, and regulations of the Commission and any other regulatory authorities having jurisdiction over (i) the transportation of natural gas contemplated hereunder, or (ii) the construction and operation of any facilities required to deliver said natural gas.

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. G022/M-16-920

Dated this 12th day of December 2016

/s/Sharon Ferguson

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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_16-920_M-16-920
Kristine	Anderson	kanderson@greatermngas.com	Greater Minnesota Gas, Inc.	202 S. Main Street Le Sueur, MN 56058	Electronic Service	No	OFF_SL_16-920_M-16-920
Bob	Emmers	bemmers@greatermngas.com	Greater Minnesota Gas, Inc.	202 South Main St. PO Box 68 Le Sueur, MN 56058	Electronic Service	No	OFF_SL_16-920_M-16-920
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 500 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_16-920_M-16-920
Nicolle	Kupser	nkupser@greatermngas.com	Greater Minnesota Gas, Inc.	202 South Main Street P.O. Box 68 Le Sueur, MN 56058	Electronic Service	No	OFF_SL_16-920_M-16-920
John	Lindell	john.lindell@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_16-920_M-16-920
Greg	Palmer	gpalmer@greatermngas.com	Greater Minnesota Gas, Inc.	PO Box 68 202 South Main Street Le Sueur, MN 56058	Electronic Service	No	OFF_SL_16-920_M-16-920
Eric	Swanson	eswanson@winthrop.com	Winthrop Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	OFF_SL_16-920_M-16-920
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_16-920_M-16-920