

November 24, 2014

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-14-615

Dear Dr. Haar:

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

A request by Northern States Power Company d/b/a Xcel Energy (Xcel Energy or Company) for Commission approval of a Feeder Cable and Ductline Operations and Maintenance Lease Agreement with Seagate Technology, Inc.

The petition was filed on July 18, 2014 by:

Paul J. Lehman
Manager, Regulatory Compliance and Filings
Xcel Energy
414 Nicollet Mall
Minneapolis, Minnesota 55401

The Department recommends that the proposal and requested variances be approved and is available to answer any questions the Minnesota Public Utilities Commission may have.

Sincerely,

DALE V. LUSTI
Financial Analyst

DVL/lt
Attachment

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

COMMENTS OF THE
MINNESOTA DEPARTMENT OF COMMERCE
DIVISION OF ENERGY RESOURCES

DOCKET No. E002/M-14-615

I. BACKGROUND

Seagate Technology, Inc., established in 1979, is an international company that provides hard disk drives and retail storage products for consumers and small businesses, as well as data-recovery services for any brand of hard drive and digital media type. Headquartered in Cupertino, California, Seagate has manufacturing and product development centers in Brazil, China, Malaysia, Minnesota, Northern Ireland, Singapore and Thailand. Seagate, worldwide, has about 57,000 employees.

Seagate maintains a 733,000-square-foot high-tech manufacturing and research facility employing over 1,800 people, in Bloomington, Minnesota, and is one of Northern States Power Company d/b/a Xcel Energy's (Xcel Energy or the Company) larger customers.

In 1996, Seagate embarked on a major plant expansion of its Bloomington facility in order to increase production. Seagate and the Company discussed options regarding how to best meet the plant's future electrical energy needs including the costs of offering the customer a primary or secondary voltage rate. Given the facility's close proximity to the Nine Mile Creek substation (approximately 800 linear feet), it was determined that a transmission-transformed voltage rate, in conjunction with installation of the special/dedicated feeder cable and ductline facilities would more economically enhance service reliability for Seagate, as compared to Xcel Energy's standard primary or secondary rates.

On March 1, 1997, Seagate and the Company entered into a 35-year Feeder Cable & Ductline Operations and Maintenance Lease Agreement (Lease Agreement). The Lease Agreement sets forth the terms and conditions for Seagate's use of dedicated feeder cable and ductline facilities that connect their production plant in Bloomington, Minnesota to the Company's Nile Mile Creek substation; and the annual payments Seagate is required to make to the Company for the full capital cost of the installed facilities, property tax reimbursements, and an operations and maintenance (O&M) fee component paid over various periods of time.

In early 2014, Seagate informed the Company that it believed it had overpaid the Company, per terms of the Lease Agreement.

During the Company's review of the Lease Agreement pursuant to Seagate's notification that it believed the Company had been overpaid, the Company confirmed that Seagate had overpaid. Further, Xcel Energy realized that the Lease Agreement had never been submitted to the Commission for approval.

In April 2014, the Company and Seagate reached a resolution regarding the overpayment, and a refund with interest has been provided to Seagate.

II. SUMMARY OF PROPOSAL

On July 18, 2014, Xcel Energy petitioned the Commission for approval of a Feeder Cable & Ductline Operations and Maintenance Lease Agreement with Seagate for a 35-year period. The Company requested approval of the Agreement, effective upon Commission approval. In its October 14, 2014 Supplemental Information filing, the Company requested Commission approval of variances from the *informational requirements* of MN Rules 7825.1800 (B) and (C), and MN Rules 7825.1700, to the extent the Commission finds the Petition *untimely*.

The Lease Agreement states that the feeder cable and ductline facilities Xcel Energy leases to Seagate include the facilities electrically connecting Seagate's Bloomington facilities to Xcel Energy's Nine Mile Creek substation; and consist of four mainline feeder cables from the cable head potheads at the Nine Mile Creek substation to the cable head potheads at Seagate's Switchgear and the associated physical ductline and manholes in which the cables are installed.

Under the terms of the Lease Agreement, Xcel Energy continues to own and agrees to maintain and operate the leased facilities, and Seagate agrees to pay \$142,416 per year (during the first twelve-month period beginning in the year 1997). The total fee is broken into an annual lease fee of \$100,620 (\$8,385 monthly for a period of ten years, which expired in 2007); an annual property tax reimbursement fee of \$13,872 (\$1,156 monthly); and an annual operations and maintenance fee of \$27,924 (\$2,327 monthly). The Lease Agreement also includes mechanisms to adjust the fee payment if certain conditions occur; e.g., Seagate's future or otherwise requested capital expenditures, property tax changes, automatic inflationary adjustments, etc. The Lease Agreement does not give Seagate ownership rights in the feeder cable and ductline facilities.

Xcel Energy stated in its Petition that the proposed Feeder Cable & Ductline Operations and Maintenance Lease Agreement with Seagate is in the public interest because:

- The special facilities are important to Seagate's reliability;
- The Seagate feeder cable and ductline facilities enhance system reliability for Seagate as well as other Xcel Energy customers; and
- The Lease Agreement terms protect Xcel Energy ratepayers.

III. DEPARTMENT ANALYSIS

Minnesota Statutes section 216B.50, subd. 1 states:

Commission approval required. No public utility shall sell, acquire, lease, or rent any plant as an operating unit or system in this state for a total consideration in excess of \$100,000, or merge or consolidate with another public utility operating in this state, without first being authorized to do so by the commission. Upon the filing of an application for the approval and consent of the commission thereto the commission shall investigate, with or without public hearing, and in case of a public hearing, upon such notice as the commission may require, and if it shall find that the proposed action is consistent with the public interest it shall give its consent and approval by order in writing. In reaching its determination the commission shall take into consideration the reasonable value of the property, plant, or securities to be acquired or dispersed of, or merged and consolidated. The provisions of this section shall not be construed as applicable to the purchase of units of property for replacement or to the addition to the plant of the public utility by construction.

A. *FILING REQUIREMENTS*

Minnesota Rules part 7825.1800 contains the Commission's filing requirements for petitions to acquire property which states, in part:

B. Petitions for approval of a transfer of property shall be accompanied by the following: all information as required in part 7825.1400, items A to J; the agreed upon purchase price and the terms for payment and other considerations.

Minnesota Rules part 7825.1600, subp. 8 defines "transfer of property" as follows:

"Transfer of property" means the sale or acquisition of an operating system for a consideration valued at greater than \$100,000; or if a rental or lease, for a consideration greater than \$100,000 over the life of the rental or lease.

In response to an informal Department inquiry, Xcel Energy submitted Supplemental Information on October 14, 2014 (October 14 Letter). In its October 14 Letter, the Company acknowledged its initial filing on July 18, 2014 did not fulfill all of the informational requirements of Minnesota Rules part 7825.1800. Pursuant to Minnesota Rules part 7829.3200, Xcel Energy requested a variance from the informational requirements of Minnesota Rules part 7825.1800 (B) and (C) that it did not fully provide. The Company

stated that the informational requirements of Minnesota Rules part 7825.1800 (B) appear to pertain to the issuance of securities, so are relevant to a capital structure filing rather than the approval of the Company's Lease Agreement with Seagate. Similarly, the Company argued that while its Petition did describe the property involved, including the rights of the parties, and also other pertinent information, such as detailing how the revenues from the Lease Agreement have been treated in rate cases; it did not fully address the requirements of Minnesota Rules part 7825.1800 (C). The Company indicated that the requirement to provide this information would impose a burden on the Company, and granting a variance would not conflict with any statutory provisions or adversely affect the public interest by not providing the informational requirements of Minnesota Rules part 7825.1800 (B) and (C).

As noted above, Xcel Energy has not provided all of the information required by Minnesota Rules part 7825.1800. Specifically, Xcel has not provided the following information:

- Minnesota Rules part 7825.1800, subp. B, namely the information required by Minnesota Rules part 7825.1400:
 - Subp. E. A verified statement by a responsible officer of the petitioner attesting to the accuracy and completeness of the enclosed information.
 - Subp. F. The purpose for which the securities are to be issued.
 - Subp. G. Copies of resolutions by the directors authorizing the petition for the issue or assumption of liability in respect to which the petition is made; and if approval of stockholders has been obtained, copies of the resolution of the stockholders shall be furnished.
 - Subp. H. A statement as to whether, at the time of filing of the petition, the petitioner knows of any person who is an "affiliated interest" within the meaning of Minnesota Statutes, section 216B.48, subdivision 1, who has received or is entitled to receive a fee for services in connection with the negotiations or consummation of the issuance of the securities, or for services in securing underwriters, sellers, or purchasers of the securities.
 - Subp. I. A signed copy of the opinion of counsel in respect to the legality of the issue or assumption of liability.
 - Subp. J. A balance sheet dated no earlier than six months prior to the date of the petition together with an income statement and statement of changes in financial position covering the 12 months then ended. When the petitions include long-term securities, such statement shall show the effects of the issuance on such balance sheet and income statement.

- Minnesota Rules part 7825.1800, subp. C.

A description of the property involved in the transaction including any franchises, permits, or operative rights, and the original cost of such property, individually or by class, the depreciation and amortization reserves applicable to such property, individually or by class. If the original cost is unknown, an estimate shall be made of such cost. A detailed description of the method and all supporting documents used in such estimate shall be submitted.

Because Xcel has not provided all of the information, the Commission could choose to reject the filing. However, the Department agrees with Xcel Energy in this instance that the required information related to capital structure is not particularly relevant to the Lease Agreement for the following reasons:

- Since no securities will be issued as a result of this proposal, 7825.1400F is irrelevant;
- Since there will be no issuance of assumption of liability and the approval of the directors or stockholders is not required by this proposal, 7825.1400G is irrelevant;
- Since no securities are being issued or secured by this proposal, 7825.1400H is irrelevant;
- Since there is no issuance or assumption of liability by this proposal, 7825.1400I is irrelevant;
- Since there are no long-term securities related to this proposal, 7825.1400J is irrelevant; and
- Because of the unique nature of the property at issue here – a lease fee for shared facilities with a single customer for feeder cable and ductline for approximately 800 linear feet; a property tax reimbursement fee based on actual taxes of \$1,156 per month until March 1, 1999 with an escalator based on the actual percentage increases in the property taxes; and, and O&M fee – the remainder of the provisions in 7825.1800 Part C are not applicable.

Therefore, the Department concludes that enforcement of the Commission's rule would impose a burden on the Company and the Commission by requiring Xcel Energy to submit, and the Commission to review, additional information that is not directly relevant to the petition.

The public interest would not be adversely affected by this lack of information; nor would a variance conflict with any standards imposed by law. As such, the Department recommends that the Commission grant a variance to Minn. Rules 7825.1800, subps. B and C.

The Department asserts that the primary issue to be addressed at this time is whether the proposed Agreement is consistent with the public interest and the implications and consequences of Xcel's violation of Minnesota Statutes Section 216B.50, subd. 1.

B. ANALYSIS OF THE PROPOSED FEEDER CABLE & DUCTLINE OPERATIONS AND MAINTENANCE LEASE AGREEMENT

To obtain additional information regarding the Lease Agreement, the Department sent the Company an eleven-part Information Request No. 1. The Company's response provided helpful information to facilitate the Department's review. The Company's response is attached to these *Comments* as Attachment A.

In evaluating whether Xcel Energy has shown that the proposed Feeder Cable & Ductline Operations and Maintenance Lease Agreement is consistent with the public interest, the Department considered:

- Whether the proposed agreement affects the operating costs and rate levels of Xcel Energy;
- Whether the price is reasonable; and
- Whether the agreement impairs effective regulation.

Xcel indicated that the Lease Agreement would not negatively affect the operating costs and rate levels for the following reasons. First, the Agreement was structured such that all costs associated with the facilities covered by the agreement are charged to Seagate. Second, the development of the agreement contributed to Seagate being able to successfully complete a major plant expansion of their facilities in Bloomington and the expansion resulted in more effective use of the facilities that serve the Seagate site. Third, the charges that Seagate pays the Company through its retail service tariffs fairly compensate the Company for this use of the system.

Although Xcel was unable to verify the cost of the facilities related to the Lease Agreement, the Company stated that the lease payments were structured to compensate the Company for the initial actual costs to Xcel Energy for the facilities being used, and include reasonable inflationary factors. Thus, it appears that other retail customers did not and are not paying for the facilities to serve Seagate.

Xcel stated that approval of the proposal would not impair effective regulation and that concern over the possibility that the revenue received from Seagate would not cover the cost of providing the service could be addressed in the Company's next electric rate case.

The Department agrees with Xcel and concludes that the proposed Lease Agreement is consistent with the public interest.

C. *TIMELINESS OF THE PETITION*

In its October 14, 2014 Letter, Xcel Energy requested a variance to Minnesota Rules part 7825.1700 to the extent the Commission finds that the Company's petition was untimely because the Lease Agreement was executed in 1997. If the Petition is denied, the Company stated that it would be left with an unclear path on how to proceed with the Company's service that has been and continues to be provided to Seagate. The Company stated that, if the terms of the Agreement are otherwise appropriate, it would be an excessive burden not to have the terms approved by the Commission. Similarly, the Company stated that granting the variance would not adversely affect the public interest, nor conflict with standards imposed by law, if the terms of the Lease Agreement are otherwise reasonable.¹

The Department recommends that the Commission conclude that the petition is untimely, and notes that Minnesota Rules part 7829.3200 enables the Commission to grant variances to its rules, but not to statutes. Minnesota Statutes section 216B.57 states as follows:

Any person who knowingly and intentionally violates any provision of Laws 1974, chapter 429, or who knowingly and intentionally fails, omits, or neglects to obey, observe, or comply with any lawful order, or any part or provision thereof, of the commission is subject to a penalty of not less than \$100 nor more than \$1,000 for each violation.

The Department cannot conclude at this time that Xcel Energy "knowingly and intentionally" neglected to file the Lease Agreement prior to its implementation. However, the Department concludes that a variance to Minnesota Rules part 7825.1700 should be granted pursuant to Minnesota Rules part 7829.3200 for the following reasons:

- Re-execution of the lease agreement would be an unnecessary burden and would create the potential for renegotiated terms before approval is received;
- The public interest has not been adversely affected by the prior execution;
- Ratepayers have not incurred any loss or any unreimbursed expenses; and
- No other applicable law or statute has been violated.

IV. **RECOMMENDATION**

The Department recommends that the proposal and requested variances be approved.

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¹ Xcel Energy addressed the timeliness of its Filing on pages 3-4 of the October 14, 2014 Letter.



414 Nicollet Mall
Minneapolis, Minnesota 55401

November 19, 2014

Alexius Hofschulte
Regulatory Information Center
Department of Commerce
85 7th Place East - Suite 500
St. Paul, MN 55101-2198

—Via E-Mail—

RE: RESPONSE TO DOC INFORMATION REQUEST NO. 1
PETITION FOR APPROVAL OF LEASE AGREEMENT WITH SEAGATE TECHNOLOGY
DOCKET NO. E002/GR-14-615

Dear Mr. Hofschulte:

Enclosed please find our response to the referenced Department of Commerce's information request in the above-noted docket.

Please call me at (612) 330-2952 if you have any questions regarding this submission.

Sincerely,

/s/

TIMOTHY J. EDMAN
REGULATORY CASE SPECIALIST

Enclosure

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

Xcel Energy

Docket No.: E002/M-14-615

Response To: Department of Commerce Information Request No. 1

Requestor: Dale Lusti

Date Received: October 30, 2014

Question:

- A. Prior to the March 1, 1997 Feeder Cable & Ductline Operations and Maintenance Lease Agreement (Lease Agreement), under what rate schedule(s) did Seagate take service?
- B. What dollar amount of the facilities included in the Lease Agreement were in place (in rate base and allowed depreciation expense) and used to serve Seagate and other retail customers prior to the Lease agreement?
- C. Were the facility costs identified in (B) used to serve retail customers other than Seagate prior to the Lease Agreement?
- D. Were the facility costs identified in (B) above recovered from all retail customers prior to the Lease Agreement? If yes, please identify the revenues by year that Xcel recovered from ratepayers (showing recovery from Seagate and other customers separately).
- E. Were the facility costs identified in (B) above recoverable from all retail customers subsequent to the Lease Agreement? If yes, please identify the revenues by year that Xcel recovered from ratepayers (showing recovery from Seagate and other customers separately).
- F. What dollar amount of the facilities included in the Lease Agreement were new facilities that were added to serve Seagate pursuant to the Lease agreement?
- G. Were the facility costs identified in (F) above recovered from all retail customers subsequent to the Lease Agreement? If yes, please identify the revenues by year that Xcel recovered from ratepayers (showing recovery from Seagate and other customers separately).

- H. Subsequent to the Lease Agreement, under what rate schedule(s) has Seagate taken service?
- I. Please demonstrate that the March 1, 1997 Feeder Cable & Ductline Operations and Maintenance Lease Agreement was consistent with the public interest in 1997.
- J. Please demonstrate that the March 1, 1997 Feeder Cable & Ductline Operations and Maintenance Lease Agreement is consistent with the public interest today.
- K. Please explain whether or not retail ratepayers will be charged for the \$583,067 net refund to Seagate?

Response:

By way of background, please note that NSPM (the Company) has limited records regarding the installation of the feeder cable and ductline facilities installed for Seagate Technology in conjunction with the Lease Agreement. This work occurred prior to the March 1999 merger of Northern States Power and New Centuries Energy, Inc. Since that time, capital addition records for some small projects such as the Seagate facilities may have been consolidated and specific work orders may no longer be available. Also, we are unable to determine the tariff rates that were applied to electric service for Seagate as far back as 1996. Our current CRS billing system was not in place at the time of the merger and, due to our record retention policy, we have not been able to locate any billing information that may have been saved on microfiche. We also contacted Seagate and they do not have monthly bill statements dating back to 1996. However, since the Seagate feeder cable and ductline work was new construction solely for use by the customer, and since the lease agreement is structured to recover the associated costs from Seagate, we believe this arrangement was beneficial for Seagate and the costs were not allocated or borne by other customers.

- A. Based on the limited information we could locate, it appears Seagate Technology was on Rate Code A15 - General Service Time of Day (Primary Voltage) prior to executing the March 1997 lease agreement.
- B. None. The facilities included in the lease agreement were new construction from the Nine Mile Creek substation to the customer interconnection points detailed in the agreement.

- C. Not applicable.
- D. Not applicable.
- E. Not applicable.
- F. The cost of the new facilities (feeder cable and ductline works) was assigned entirely to Seagate. Although we have checked capital addition records including work orders for construction of the facilities, we do not have a verifiable amount for the cost of the initial project. Nevertheless, the lease agreement was structured so that payments from Seagate were received over a certain number of years to repay the construction cost. Thus, other retail customers were not paying for these facilities.
- G. No. As discussed in Part F, the cost of the new facilities were assigned entirely to Seagate
- H. Since executing the March 1997 lease agreement, Seagate has been on Rate Code A15 - General Time of Day Service (Transmission Transformed Voltage Discount). See MPUC Minnesota Electric Rate Book – MPUC No. 2 (Section 5, Sheet No. 29)
- I. In reviewing the public interest for the Seagate Technology feeder cable & ductline Lease Agreement, the Company believes it is appropriate to use the following criteria used by the Department in evaluating a similar customer arrangement¹:
- Whether the proposed agreement affects the operating costs and rate levels,
 - Whether the price is reasonable, and
 - Whether the agreement impairs effective regulation.

We address each of these three criteria below.

The Company maintains that the Seagate lease agreement would not negatively affect operating costs and rate levels for the following reasons:

- The agreement is structured such that all costs associated with the facilities covered by the agreement are charged to Seagate.
- The development of the agreement contributed to Seagate being able to successfully and economically complete a major plant expansion of their

¹ See Docket No. E002/M-03-868 In the Matter of the Petition of Northern States Power Company D/B/A Xcel Energy for Approval of a Substation, Feeder Cable & Ductline Operations and Maintenance Lease Agreement with the University of Minnesota, Comments of the Minnesota Department of Commerce.

facilities in Bloomington and the expansion resulted in more effective use of the facilities that serve the Seagate site.

- The charges that Seagate pays to the Company through its retail service tariffs fairly compensate the Company for this use of the system.

Therefore, the Seagate agreement has no adverse effect on the Company's operating costs or rate for other customers. In fact, as stated in our Petition, the expansion of service that was facilitated by the Agreement has a positive effect for Seagate and other area customers.

Second, the lease payment is reasonable in that it is calculated to compensate the Company based on the actual and expected costs of providing the facilities being used. The methodology used to calculate the charges is consistent with past and current practices and procedures. The lease agreement was structured so that payments from Seagate were received over a certain number of years to repay the construction cost. Thus, other retail customers were not paying for these facilities.

Finally, approval of the agreement will not impair effective regulation. In the lease agreement with the University of Minnesota cited in footnote 1, the issue of effective regulation pertained to whether the revenue received for the customer would cover the cost of providing the service. The Department concluded if any concern was raised regarding adequate cost recovery, the issue could be addressed in the Company's next electric rate case. We suggest the same approach is appropriate in regard to the Seagate lease agreement. We reiterate, however, that the Seagate agreement was structured to avoid requiring other customers to provide any subsidies for the Seagate facilities.

Thus, based on the criteria established by the Department, we believe the Seagate lease agreement is consistent with the public interest. This was true at the time the Company entered into the agreement in 1997 and remains true today.

- J. As discussed in Part I, the public interest is supported by the same reasons today as they were in 1997.
- K. No. Retail ratepayers will not be charged for the \$583,067 net refund to Seagate. This expenses will be borne by the Company and not included in the revenue requirement established in future electric rate cases or rate rider mechanisms.

Preparer: Paul Lehman
Title: Manager
Department: Regulatory Affairs
Telephone: 612-330-7529
Date: November 19, 2014

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-14-615

Dated this 24th day of November 2014

/s/Sharon Ferguson

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
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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_14-615_M-14-615
James J.	Bertrand	james.bertrand@leonard.com	Leonard Street & Deinard	150 South Fifth Street, Suite 2300 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_14-615_M-14-615
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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_14-615_M-14-615
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Andrew	Moratzka	apmoratzka@stoel.com	Stoel Rives LLP	33 South Sixth Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_14-615_M-14-615
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