STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

In the Matter of Minnesota Power's Petition for Interpretation of Terms and Conditions of Service to Verso Minnesota Wisconsin LLC	Docket No. E-015/M-21-593

VERSO MINNESOTA WISCONSIN LLC'S REPLY COMMENT

INTRODUCTION

Verso Minnesota Wisconsin LLC ("Verso") submits this reply comment in response to comments[1] filed in PUC Docket No. E-015/M-21-593 related to Minnesota Power Company's ("Minnesota Power") Petition for Interpretation of Terms and Conditions of Service to Verso.[2]

The Commission received comments from the Minnesota Department of Commerce ("DOC") and the Large Power Intervenors on August 30, 2021, in addition to Verso. Only DOC submitted comments supportive of the unreasonable position that Minnesota Power should be entitled to double collect its fixed costs for the Duluth Mills from both Verso, the former owner, and ST Paper, the current owner. However, in doing so, DOC contradicts the position it took on the 2012 Amendment—a position the Commission adopted in its order approving the 2012 Amendment. That amendment allows Verso to reduce its Minimum Firm Demand to zero after a period of two years. DOC interpreted that provision in 2012 as permitting Minnesota Power time to "mitigate the impact of losing significant load on its system."[3] DOC now claims, however, that it meant something other than what it said in 2012. Despite DOC's apparent willingness to now

[1] Large Power Intervenors ("LPI") Comments - Initial Comment (Aug. 30, 2021) (eDocket No. 20218-177574-02) ("LPI Comment"); Minnesota Department of Commerce - Division of Energy Resources ("DOC") - Comments (Aug. 30, 2021) (eDocket No. 20218-177538-02) ("DOC Comment").
[2] Minnesota Power Initial Filing (Aug. 2, 2021) (eDocket No. 20218-176742-01) ("Petition").
[3] *In the Matter of Minnesota Power's Petition for Approval of an Amendment to an Electric Service Agreement with NewPage Wisconsin System, Inc.*, Docket No. E-015/M-12-1025, DOC DER Comments at 5 (Dec. 17, 2012) (eDocket No. 201210-79640-02).

walk back its position to support Minnesota Power's efforts to double collect for the Duluth Mills, there is no rational basis for the Commission to do so. Nothing has changed since the 2012 order and the 2012 Amendment has operated exactly as the parties intended: Verso has elected to reduce its Minimum Firm Demand to zero, and Minnesota Power has mitigated its damages in the meantime by securing another customer at the Duluth Mills. It is patently unfair for Verso to be required to continue paying for electricity at the Duluth Mills under the Electric Service Agreement (ESA) when it no longer owns that facility and Minnesota Power has already acquired a new customer for that same facility.

DOC next attempts to prop up its argument that Minnesota Power should be entitled to double collect for the Duluth Mills by suggesting that Minnesota Power is akin to a "lost volume seller" under the Minnesota Uniform Commercial Code (UCC). But such an analogy would require the Commission to make (or assume) legal rulings and factual findings that are far outside the scope of Minnesota Power's petition, namely, 1) that the UCC applies to sales of electricity as a matter of law, 2) that Verso is somehow in breach of a contract that is covered by the UCC, 3) that UCC remedies for breach are inadequate to compensate Minnesota Power, and 4) that, as a result, and as a factual matter, Minnesota Power is a "lost volume seller" under the UCC. Not only is that a heavy lift for the Commission, but it is one that the Commission should decline to carry as beyond its authority and traditional purview.

Finally, in keeping with the limited scope of Minnesota Power's petition and the Commission's authority here, the Commission should be wary of inserting itself into what is, in essence, a commercial contract dispute between two parties. Indeed, the Large Power Intervenors raise valid arguments concerning the limited scope of the Commission's authority here. Therefore, the Commission should, at most, simply re-affirm its order approving the 2012 Amendment, and

further confirm that, under Paragraph 3.N of the ESA between Verso and Minnesota Power, Minnesota Power had a duty to mitigate its damages when Verso elected to reduce its Minimum Firm Demand to zero.

ARGUMENT

I. The Commission should reject DOC's attempts to walk back its position on Paragraph 3.N and the 2012 Amendment.

In approving the addition of Paragraph 3.N., DOC, and the Commission by adopting DOC's recommendation, concluded that "the two-year advance notice is a sufficient time period to allow Minnesota Power *to take any necessary steps to mitigate the impact of losing significant load on its system*."[4] DOC originally proposed this language in its October 16, 2012 comment to the 2012 ESA amendment.[5] Though unclear, DOC apparently attempts to walk back its 2012 position now, stating "such mitigation was regarding Minnesota Power taking necessary steps to mitigate the impact of losing significant load on its system, in other words to protect remaining customers on Minnesota Power's system."[6] But that is precisely what Minnesota Power has done here: it has mitigated its damages by contracting with another customer that will cover Minnesota Power's fixed costs of serving the Duluth Mills. Minnesota Power itself characterizes the potential harm to other customers as "increas[ing] their share of fixed costs to cover total utility costs…"[7] That potential harm has been mitigated through the new ESA with ST Paper.

While DOC may seek to change its position on Paragraph 3.N. and the 2012 Amendment, there is no basis for the Commission to do so. Indeed, if an agency departs from a prior decision,

---

[4] *In the Matter of Minnesota Power's Petition for Approval of an Amendment to an Electric Service Agreement with NewPage Wisconsin System, Inc.*, Docket No. E-015/M-12-1025, Order at 5 (Dec. 10, 2012) (the "2012 Amendment Order").
[5] *See* DOC Comment at 9; *see also In the Matter of Minnesota Power's Petition for Approval of an Amendment to an Electric Service Agreement with NewPage Wisconsin System, Inc.*, Docket No. E-015/M-12-1025, DOC DER Comments at 5 (Dec. 17, 2012) (eDocket No. 201210-79640-02).
[6] DOC Comment at 9.
[7] Petition at 8.

"the agency must set forth a reasoned analysis for the departure that is not arbitrary and capricious."[8] Here, nothing has changed since the 2012 Amendment that merits a change to the 2012 order. Paragraph 3.N has operated as Verso and Minnesota Power envisioned it would: Verso elected to reduce its Minimum Firm Demand to zero and sold the Duluth Mills to ST Paper, and Minnesota Power mitigated its damages by entering into a new ESA with ST Paper. All that has changed is that Minnesota Power now seeks to evade its duty to mitigate its damages and instead double collect from Verso and ST Paper under two different ESAs covering the same facility, an outcome that ultimately would be detrimental not only to Verso but to other utility customers.

II. Even assuming Minnesota's UCC applies to electricity sales, Minnesota Power is not similar to a "lost volume seller" entitled to sell the same electricity to the Duluth Mills twice.

DOC suggests that Minnesota Power is akin to a "lost volume seller" in which, under Minnesota's UCC, Minnesota Power would be entitled to sell the MWs for the Duluth Mills twice, once to Verso (the former owner) and again to ST Paper (the current owner), and theoretically under Minnesota Power's and DOC's arguments, multiple times thereafter. Not only is that position unfair, it is also incorrect.

To accept DOC's analogy, the Commission must affirmatively make 1) a legal ruling that electricity sales are subject to the UCC (a subject on which no court in Minnesota has ruled[9] and on which courts throughout the country are divided[10]); 2) a declaratory ruling that Verso is in

---

[8] *In re Review of 2005 Annual Automatic Adjustment of Charges for All Elec. & Gas Utils.*, 768 N.W.2d 112, 120 (Minn. 2009).

[9] *ZumBerge v. Northern States Power Co.*, 481 N.W.2d 103, 107–08 (1992) (holding that "to treat electricity as subject to Article 2 is a legal question as yet unsettled in Minnesota" and noting that "[o]ther jurisdictions which have considered the issue . . . are not in agreement").

[10] *See Helvey v. Wabash County REMC,* 151 Ind. App. 176, 179, 278 N.E.2d 608 (1972) (furnishing by a utility cooperative of electricity for household use was held to constitute a sale of "goods" as defined in the Indiana enactment of UCC section 2-105); *Cincinnati Gas & Elec. Co. v. Goebel*, 28 Ohio Misc. 2d 4, 502 N.E.2d 713 (Mun. Ct. 1986) (court applied the "predominant factor" test governing mixed sales/service transactions in

breach of contract, which, according to the Large Power Intervenors, is likely outside the Commission's authority; 3) a factual finding that UCC remedies are inadequate to make Minnesota Power whole, notwithstanding that Minnesota Power already found a new customer for the Duluth Mills; and 4) a factual finding that Minnesota Power is a "lost volume seller" under the UCC (MWs produced by Minnesota Power cannot be stored and do not sit in a warehouse waiting for the next buyer). No party in the proceeding has requested these flawed rulings and findings, which would far exceed the Commission's statutory authority. Nor does it appear that anyone pondered the public policy implications of such rulings for Minnesota utilities.[11]

DOC supports its "lost volume seller" analogy with speculation that "[Minnesota Power's] right to potentially sell electricity 'twice' is one right that [Minnesota Power] and Verso may have considered and that [Minnesota Power] might surrender by being required to mitigate its damages."[12] DOC points to no evidence in the record that suggests that Verso and Minnesota Power agreed that Minnesota Power would be permitted to sell the electricity twice after Verso invoked Paragraph 3.N. of the ESA. To the contrary, the record ***actually*** shows that both DOC and the Commission have interpreted Paragraph 3.N to require Minnesota Power to mitigate the impact of losing significant load on its system (i.e., to mitigate Minnesota Power's damages).[13]

---

determining that Electricity delivered by a utility company to a consumer was held to constitute "goods" under the Ohio version of UCC section 2-105(1)); *Cf. New Balance Athletic Shoe, Inc. v. Boston Edison Co*., 1996 WL 439396 (Mass. Super. Ct. 1996) (granting the utility company's motion for summary judgment on the customer's claim for breach of warranty because electricity supplied by a public utility company to a business customer was not a "good" as defined in the Massachusetts enactment of UCC section 2-105); *Singer Co., Link Simulation Systems Div. v. Baltimore Gas and Elec. Co.*, 79 Md. App. 461, 558 A.2d 419 (1989).

[11] *Bowen v. Niagra Mohwak Power Corp.*, 183 A.D.2d 293, 297 (N.Y. App. Div. 1992) (Concluding that, for purposes of products liability law, "the provision of electricity is a service, not the sale of a product. . .. Electricity is the flow of electrically charged particles along a conductor. The utility does not 'manufacture' electrically charged particles, 'but rather, sets in motion the necessary elements that allow the flow of electricity."); *New Balance Athletic Shoe*, 1996 WL 439396 (considering the public policy implications of treating electricity as a "good" under the Massachusetts enactment of the UCC).

[12] DOC Comment at 10.

[13] 2012 Amendment Order at 5.

Further even if the Commission declared that the Minnesota UCC clearly applied to electricity sales,[14] whether a seller is a "lost volume seller" is a question of fact[15] that is outside the scope of Minnesota Power's petition.[16] A lost volume seller is entitled to both the proceeds of the original sale that should have occurred and also the proceeds from the subsequent sale, but only if certain conditions - not present here - are met.[17]

First, the Eighth Circuit Court of Appeals has made clear that lost volume status is an exception to other UCC remedies where those other remedies are inadequate to make the seller whole.[18] Putting aside whether the Commission has the power to declare a breach of contract here[19] and whether the Commission has the power to determine whether UCC remedies would apply to this contract dispute,[20] Minnesota Power has already mitigated its damages by executing a new

---

[14] The Commission's decision on whether the UCC applies to the sales of electricity would likely be precluded by the primary jurisdiction doctrine. Minnesota courts have acknowledged at least two factors in determining whether to apply the doctrine: (1) whether the legislature explicitly granted the agency exclusive jurisdiction; and (2) whether the issues raised are "inherently judicial." *City of Rochester v. People's Co-op. Power Ass'n*, 483 N.W.2d 477, 480 (Minn. 1992). Whether the UCC applies to electricity sales is a contractual question and inherently judicial. *E.g. Siewert v. N. States Power Co.*, 793 N.W.2d 272, 286 (Minn. 2011) (an award of damages based on common law tort theories and that did not require extensive interpretation of technical terms was found not to be precluded by the primary jurisdiction doctrine).

[15] *See Stern Oil Co., Inc. v. Brown*, 2018 SD 15, ¶ 14, 908 N.W.2d 144, 150, reh'g denied (Mar. 30, 2018) (applying South Dakota's UCC); *See also Rodriguez v. Learjet, Inc.*, 24 Kan.App.2d 461, 946 P.2d 1010, 1014 (1997).

[16] Petition at 2 ("Minnesota Power is not asking the Commission to make factual determinations regarding the amount that Verso owes Minnesota Power, or to enforce Verso's payment obligations. Rather, this Petition seeks only an interpretation of the ESA to clarify whether the Company has a duty to mitigate its damages.")

[17] *Nat'l Controls, Inc. v. Commodore Bus. Machines, Inc.*, 163 Cal. App. 3d 688, 698-699, 209 Cal. Rptr. 636 (Ct. App. 1985. The California Court of Appeals best explained lost volume seller status:

> The whole concept of lost volume status is that the sale of the goods to the resale purchaser could have been made with other goods had there been no breach. In essence, the original sale and the second sale are independent events, becoming related only after breach, as the original sale goods are applied to the second sale.

Id.

[18] *Razorback Concrete Co. v. Dement Const. Co., LLC*, 688 F.3d 346, 351 (8th Cir. 2012) (explaining that the Arkansas enactment of UCC Section 2-708(2) provides for lost profits damages "only to sellers who can show that section [§ 2-708(1)] damages are inadequate to place them in as good a position as performance by the buyer would have").

[19] LPI Comment at 2-9.

[20] The measure of a seller's damages for "nonacceptance or repudiation by the buyer is the difference between the market price at the time and place for tender and the unpaid contract price together with any incidental damages …, but less expenses saved in consequence of the buyer's breach." Minn. Stat. § 336.2-708.

ESA with ST Paper concurrently with the sale of the Duluth Mills by Verso.[21] Other than Minnesota Power's vague assertions, there is nothing in the record that establishes, as a factual matter, that this remedy is inadequate.

Second, as DOC itself notes, a lost volume seller within the meaning of the UCC is one that "has the capacity to perform the contract which was breached as well as other potential contracts, due to their unlimited resources or production capacity."[22] Not only is the situation at hand distinguishable from Eighth Circuit precedent, all parties can readily agree that Minnesota Power does not have "unlimited resources or production capacity." Minnesota Power is subject to the Commission's plenary regulatory authority with respect to siting of large generating facilities, as well as Minnesota Power's service, rates, and other aspects of Minnesota Power's monopoly utility business.[23] Minnesota Power hardly has *carte blanche* to keep building generation. And, of course, the Commission regulates Minnesota Power's ability to enter into new ESA's.[24] Indeed, even DOC "questions whether Minnesota Power could have entered into an ESA with ST Paper without Verso selling the Duluth Mills to ST Paper."[25] There are simply no facts in the record to suggest that Minnesota Power is a "lost volume seller" permitted to double collect for the cost to serve the Duluth Mills by entering into multiple ESAs to recover the same fixed costs.

Finally, DOC's footnote citing *Universal Res. Corp. v. Panhandle E. Pipe Line Co.* to support Minnesota Power's right to double collect from both ST Paper and Verso also lacks

---

[21] *See* Minn. Stat. § 336.2-706; *See also Wavra v. Karr*, 142 Minn. 248, 251, 172 N.W. 118, 120 (1919) ("It is well settled law, in this state and elsewhere, that a party who is subjected or exposed to injury from a breach of contract is under legal duty and obligation to minimize and lessen his loss, *and he can recover only such damages as he could not with reasonable diligence and good faith prevented*.") (emphasis added).

[22] *Razorback Concrete Co. v. Dement Const. Co., LLC*, 688 F.3d 346, 351 (8th Cir. 2012); see also *See Great Lakes Gas Transmission Ltd. P'ship v. Essar Steel Minnesota, LLC*, No. 09-CV- 3037 (SRN/LIB), 2014 WL 12597430, at *14 (D. Minn. Mar. 11, 2014), order clarified, No. 09-CV-3037 SRN/LIB, 2014 WL 1347162 (D. Minn. Apr. 4, 2014).

[23] *See generally*, Minn. Stat. §§ 216A.01 to 216H.13 (2020).

[24] Minn. Stat. § 216B.05, Subd. 2a.

[25] DOC Comment at 10.

merit.[26] As an initial matter, *Universal Res. Corp.* was a contract dispute over sales of natural gas, which is generally more widely considered than electricity to be a "good" under the UCC. Importantly, the court never mentions the lost volume seller exception.[27] Instead, the court addressed the relevance of "make up gas" in which the buyer was permitted to take volumes of gas equal to those paid for previously but not received over the last five years because the buyer opted to pay instead of take.[28] On any pay cycle where the purchaser opted not to take the gas, the seller could sell the gas elsewhere.[29] In contrast to the agreement in *Universal Res. Corp.,* neither the ESA nor its amendments contains a "make-up" provision in which Verso could later take the MWs that it paid for but chose to forgo at any given time.[30] *Universal Res. Corp.* is simply inapplicable here and, if anything, further highlights that the ESA with Verso is not a "typical take or pay contract" as Minnesota Power alleges.

III. The Commission should reject DOC's other arguments, some which are repetitive of Minnesota Power's, as factually and legally flawed.

DOC's other arguments, some of which merely repeat Minnesota Power's, should be rejected by the Commission.

First, DOC incorrectly asserts that Verso "acknowledged its continuing responsibility for payment of minimum firm demand" in its January 29, 2021 Notice of Termination Letter.[31] That

---

[26] *Id.*
[27] *Universal Res. Corp. v. Panhandle E. Pipe Line Co.*, 813 F.2d 77 (5th Cir. 1987).
[28] *Id.* at 79 n.2.
[29] *Id.* at 80.
[30] The inclusion of a makeup provision is a defining characteristic of Take or Pay agreements. The ability of a buyer to take quantities at a later date is one aspect that courts have used to determine the validity of those same agreements. *See, e.g., Prenalta Corp.*, 944 F.2d 677 (10th Cir. 1991) (The court found the take-or-pay contract to be "clearly an alternative contract" under which the pipeline could either "purchase the contract quantity or … pay the value of the contract quantity" in exchange for the producer's tender of the makeup gas at a later time). The inclusion of a make-up provision in a take-or-pay contract gives the buyer a choice of alternatives. Conversely, it has been suggested that the absence of such a provision would provide the buyer no real choice. *Hemlock Semiconductor Corp. v. Kyocera Corp.*, 747 F. App'x 285, 290 (6th Cir. 2018). This is another reason the ESA does not meet the criteria of a "typical 'take or pay' arrangement".
[31] DOC Comment at 10.

is not an accurate summary of Verso's position, as stated in its January 29, 2021 letter. Verso stated that it would "continue to be responsible for the payment of minimum Contract Demand charges on [redacted] until the second anniversary of the date of this notice; *provided, however*, *that Verso expects that Minnesota Power will use good faith efforts to mitigate damages under the Electric Service Agreement*."[32] Verso continued to make payments under the ESA until it sold the Duluth Mills to ST Paper and Minnesota Power and ST Paper entered into a new ESA. At that time, Minnesota Power had effectively mitigated its damages as a result of Verso's decision to reduce its Maximum Firm Demand to zero. The only duties or obligations that Verso has acknowledged are those that are consistent with the Commission's 2012 Order: Verso is responsible for the payment until the second anniversary, provided that Minnesota Power "takes any necessary steps to mitigate" the loss of load on its system. The most obvious and logical way to mitigate that loss is by finding another customer at the Duluth Mills, which, due to Verso's sale of the mill to ST Paper, has been done.

Second, DOC repeats Minnesota Power's argument that, because Verso had provided notice of termination of the ESA, Verso was thereafter unable to assign the ESA to ST Paper. Neither DOC nor Minnesota Power explain why Verso was unable to assign an ESA with two years remaining on its term. Verso was free to assign the ESA to ST Paper under the terms of the ESA, and only Minnesota Power's unreasonable refusal to consent to the assignment prevented Verso from doing so.

Third, DOC repeats Minnesota Power's statement that it is not seeking a calculation of damages.[33] But declaring that Minnesota Power has no duty to mitigate is, in effect, a calculation of damages allegedly owed by Verso. Even putting aside the strength of the Large Power

[32] Petition Exhibit E (emphasis added).
[33] Petition at 2.

Intervenor's arguments about the limits of the Commission's jurisdiction in this matter,[34] there can be little dispute that only a court can calculate damages for an alleged breach of contract. The Commission should decline to take any action that is, for all practical purposes, a calculation of damages. Instead, the Commission should simply affirm its prior 2012 order with respect to Paragraph 3.N. of the ESA.

The Commission has in the past declined to envelop itself in what is, as here, a contractual dispute under an ESA between a utility and its customer.[35] For example, in *Schlumbergersema v. Northern States Power*, the parties signed an ESA establishing terms under which Schlumbergersema would purchase electricity to power certain meter reading equipment to be used by the utility, Northern States Power, to read the meters of the utility's customers.[36] Because metering the consumption of thousands of low-usage devices would be impractical, Schlumbergersema agreed to be billed according to a negotiated formula that would not depend upon metering. However, when a dispute arose about how Northern States Power was using the formula to charge for electricity, Schlumbergersema filed a petition asking the Commission to interpret the contract. The Commission ruled that while the subject of Schlumbergersema's complaint touched upon utility service, it found that it was at its heart a contractual dispute between two commercial parties. The Commission rightfully declined to weigh in on the dispute.

The Commission could reasonably and appropriately simply follow the same path here. However, given Minnesota Power's intransigence, it would benefit the Commission and Minnesota Power's ratepayers to re-affirm its prior order on the 2012 Amendment and confirm that Minnesota Power must mitigate it damages under Paragraph 3.N of the ESA. Such a ruling

---

[34] LPI Comment at 2-7.
[35] *Schlumbergersema v. Northern States Power Co.*, No. E-002/C-02-1169, 2002 WL 31954523 (Dec. 23, 2002).
[36] *Id*. at *1.

would keep Minnesota Power from unnecessarily expending additional ratepayer resources asserting its untenable and unfounded positions regarding the ESA in court.

CONCLUSION

For the above-mentioned reasons, and for the reasons stated in Verso's initial comment, the Commission should affirm its prior 2012 Order that the purpose of Paragraph 3.N. is to require Minnesota Power to mitigate its damages in the event that Verso invokes its right to reduce its Minimum Firm Demand to zero kW.

Dated: September 9, 2021

/s/ Brian H. Potts

Brian H. Potts
BPotts@perkinscoie.com
Andrew C. Hanson
AHanson@perkinscoie.com
Jared E. Padway
JPadway@perkinscoie.com

PERKINS COIE LLP
33 E. Main Street, Suite 201
Madison, WI 53703
Phone: 608-663-7460

Attorneys for Verso Minnesota Wisconsin LLC

CERTIFICATE OF SERVICE

I, Brian Potts, hereby certify that I have served a true and correct copy of the following document(s) to all persons at the addresses on the attached list by electronic filing, electronic mail, courier, interoffice mail or via U.S. Mail.

VERSO MINNESOTA WISCONSIN LLC'S REPLY COMMENT

In the Matter of Minnesota Power's Petition
For interpretation of Terms and Conditions
of Service to Verso Minnesota Wisconsin LLC
PUC Docket No. E015/M-21-593

Dated this 9th day of September, 2021.

/s/ Brian H. Potts

Brian H. Potts
PERKINS COIE LLP
1 East Main Street, Suite 201
Madison, WI 53703-5118
Telephone: (608) 663-7460
Facsimile: (608) 663-7499
BPotts@perkinscoie.com

Counsel for Verso Minnesota Wisconsin LLC

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Elizabeth	Brama	ebrama@taftlaw.com	Taft Stettinius & Hollister LLP	2200 IDS Center 80 South 8th Street Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-593_M-21-593
Matthew	Brodin	mbrodin@taftlaw.com	Taft Stettinius & Hollister LLP	2200 IDS Center 80 South Eighth Street Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-593_M-21-593
Greg	Chandler	greg.chandler@upm.com	UPM Blandin Paper	115 SW First St Grand Rapids, MN 55744	Electronic Service	No	OFF_SL_21-593_M-21-593
David	Chura	dchura@mnpower.com	Minnesota Power	30 West Superior St Duluth, MN 55802	Electronic Service	No	OFF_SL_21-593_M-21-593
Paul	Ciesielski	Paul.Ciesielski@arcelormittal.com	ArcelorMittal	3300 Dickey Road East Chicago, IN 46312	Electronic Service	No	OFF_SL_21-593_M-21-593
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_21-593_M-21-593
Riley	Conlin	riley.conlin@stoel.com	Stoel Rives LLP	33 S. 6th Street Suite 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-593_M-21-593
Hillary	Creurer	hcreurer@allete.com	Minnesota Power	30 W Superior St Duluth, MN 55802	Electronic Service	No	OFF_SL_21-593_M-21-593
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_21-593_M-21-593
Shane	Henriksen	shane.henriksen@enbridge.com	Enbridge Energy Company, Inc.	1409 Hammond Ave FL 2 Superior, WI 54880	Electronic Service	No	OFF_SL_21-593_M-21-593

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Lori	Hoyum	lhoyum@mnpower.com	Minnesota Power	30 West Superior Street Duluth, MN 55802	Electronic Service	No	OFF_SL_21-593_M-21-593
James	Jarvi	N/A	Minnesota Ore Operations - U S Steel	P O Box 417 Mountain Iron, MN 55768	Paper Service	No	OFF_SL_21-593_M-21-593
Michael	Krikava	mkrikava@taftlaw.com	Taft Stettinius & Hollister LLP	2200 IDS Center 80 S 8th St Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-593_M-21-593
David	Langmo	david.langmo@sappi.com	Sappi North America	P O Box 511 2201 Avenue B Cloquet, MN 55720	Electronic Service	No	OFF_SL_21-593_M-21-593
Patrick	Loupin	PatrickLoupin@PackagingCorp.com	Packaging Corporation of America	PO Box 990050 Boise, ID 83799-0050	Electronic Service	No	OFF_SL_21-593_M-21-593
Sarah	Manchester	sarah.manchester@sappi.com	Sappi North American	255 State Street Floor 4 Boston, MA 02109-2617	Electronic Service	No	OFF_SL_21-593_M-21-593
Keith	Matzdorf	keith.matzdorf@sappi.com	Sappi Fine Paper North America	PO Box 511 2201 Avenue B Cloquet, MN 55720	Electronic Service	No	OFF_SL_21-593_M-21-593
Matthew	McClincy	MMcClincy@usg.com	USG	35 Arch Street Clouqet, MN 55720	Electronic Service	No	OFF_SL_21-593_M-21-593
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	No	OFF_SL_21-593_M-21-593
Andrew	Moratzka	andrew.moratzka@stoel.com	Stoel Rives LLP	33 South Sixth St Ste 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-593_M-21-593

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_21-593_M-21-593
Ralph	Riberich	rriberich@uss.com	United States Steel Corp	600 Grant St Ste 2028 Pittsburgh, PA 15219	Electronic Service	No	OFF_SL_21-593_M-21-593
Susan	Romans	sromans@allete.com	Minnesota Power	30 West Superior Street Legal Dept Duulth, MN 55802	Electronic Service	No	OFF_SL_21-593_M-21-593
Thomas	Scharff	thomas.scharff@versoco.com	Verso Corp	600 High Street Wisconsin Rapids, WI 54495	Electronic Service	No	OFF_SL_21-593_M-21-593
Will	Seuffert	Will.Seuffert@state.mn.us	Public Utilities Commission	121 7th Pl E Ste 350 Saint Paul, MN 55101	Electronic Service	Yes	OFF_SL_21-593_M-21-593
Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	OFF_SL_21-593_M-21-593
Jim	Tieberg	jtieberg@polymetmining.com	PolyMet Mining, Inc.	PO Box 475 County Highway 666 Hoyt Lakes, MN 55750	Electronic Service	No	OFF_SL_21-593_M-21-593
Karen	Turnboom	karen.turnboom@versoco.com	Verso Corporation	100 Central Avenue Duluth, MN 55807	Electronic Service	No	OFF_SL_21-593_M-21-593