

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Vice Chair
Matt Schuerger	Commissioner
John Tuma	Commissioner
Katie Sieben	Commissioner

In the Matter of the Xcel Energy’s Renewable Development Fund (RDF) Annual report, Tracker Account Tune-up, and Request for 2018 Rider Factor	Docket No. E-002/M-17-712
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REPLY COMMENTS OF FRIENDS OF THE LOCK AND DAM

Friends of the Lock and Dam (“FL&D”) respectfully submits these reply comments in the above-referenced matter.

DISCUSSION

I. Many Commenting Parties Agree that the Crown Hydro Project is Incompatible with Current Plans for the Central Riverfront.

A wide range of commenting parties, including current and former elected officials, governmental bodies, and private citizen organizations have filed comments expressing concern that the Crown Hydro project is incompatible with the current plans for the Central Riverfront in downtown Minneapolis. Comments of particular note include the following:

- Jacob Frey, Minneapolis City Council Member and Mayor-Elect:¹ “In the years since the grant was awarded, the Minneapolis central riverfront has undergone dramatic change and the St. Anthony Falls have become the vibrant centerpiece of a revitalized riverfront. I urge the Commission to review and terminate the grant contract because the project is incompatible with plans to repurpose the lock and dam facility as a world-class visitor and interpretive center.” Mayor-elect Frey urges the Commission to “call for grant termination to allow a reallocation of these RDF monies to a more appropriate use.”

¹ Council Member Frey represents the Third Ward, which includes the Central Riverfront and the St. Anthony Falls Historic District.

- The Metropolitan Council: “The project's incompatibility with the master plan for Central Mississippi Riverfront Regional Park coupled with the Metropolitan Council's authority to protect the integrity of the Regional Parks System as outlined in the 2040 [Regional Parks Policy Plan] significantly affects the viability of the proposed project site and Crown Hydro's ability to obtain site control and permits for that project site in the future. Therefore, the Metropolitan Council respectfully requests that the Minnesota Public Utilities Commission review and terminate the Crown Hydro Renewable Development Account (RDF) grant contract (AH-01) and require the grant recipient to transfer unexpended grant funds to the clean energy advancement fund account.”
- Saint Anthony Falls Alliance: “When the RDF grant was awarded sixteen years ago, Crown Hydro argued that its project would spur riverfront development and provide an opportunity for historical interpretation of water power in Minneapolis. The Crown project failed to move forward, but in the intervening years, the Central Riverfront has undergone a dramatic transformation, and others have accomplished the goal of water power interpretation at St. Anthony Falls. The Minnesota Historical Society operates the Mill City Museum, provides tours of the Pillsbury A Mill and Hennepin Island Hydroelectric Plant, and offers interpretive panels in Water Power Park and Mill Ruins Park. Crown Hydro stagnated while the riverfront developed into what we enjoy today. It is in the public interest to direct the remaining RDF grant funds to more worthy projects.”
- Minneapolis Park and Recreation Board: “[U]sage of this area has changed dramatically in the last twenty years. More people are using the river for canoeing and kayaking than when the Crown project was first proposed. Significant investments in park assets have been made by the public in the last few decades, and more than a billion dollars in private investment has occurred in the area. And an investment of more than \$15 million in one park project in immediate proximity to the Crown proposal is planned for the near future.

Crown Hydro has represented that they have not consulted with MPRB staff regarding how the project would fit into the new Water Works Park, anticipated changes to the St. Anthony Lock and Dam through the National Park Services "The Falls" project, and proposed changes to the adjacent Mill Ruins Park. Significant alterations to the proposed project site and lands adjacent are scheduled to begin in the near future. It has not been determined how the construction, maintenance and operation of Crown Hydro's facility will impact surrounding park land given that the company has not yet factored these changes into its plans.”

Other commenting parties echoed concerns expressed by FL&D regarding the extensive delay and lack of progress on the Crown Hydro project. Still other parties expressed reservations regarding the project’s financial stability and economic feasibility. The Commission should give

these comments substantial weight as it considers whether the public interest is served by allowing continued use of RDF funds for the project.

II. The Grant Contract Should be Terminated Because of Crown Hydro's Failure to Comply with Minnesota Laws 2017, Chapter 94, Article 10, Section 29, Which Requires the Timely Expenditure of Grant Funds

Minnesota Laws 2017, Chapter 94, Article 10, Section 29, ensures that RDF grant funds are used in a timely manner to accomplish their intended purpose. FL&D, in its Initial Comments, explained how that statute applies to bar further grant payments for the Crown Hydro project. FL&D Initial Comments at pp. 6-11. Crown Hydro argues that statute does not require it to return any grant funds because: 1) Crown Hydro has no grant funds in its possession to return; 2) Crown Hydro was declared by the Federal Energy Regulatory Commission to have commenced construction effective 2007. Crown Hydro Comments at p. 1. Thus, Crown Hydro repeats the same arguments that it made previously in response to the notice from Xcel pursuant to Minn. Laws 2017, Chapter 94, Article 10, Section 29. FL&D, in its opening comments, addressed these arguments, explaining how Crown Hydro was wrong on both the law and the facts. Because this issue has been fully addressed in FL&D's Initial Comments, FL&D will not repeat that discussion here.

Additionally, there two other reasons to disregard Crown Hydro's claim that it has no grant funds in its possession. First, FL&D notes its understanding that all grants under the RDF program are paid out on a cost reimbursement basis, after the grantee has incurred and paid the expense at issue. To the extent that is the case, Crown Hydro's interpretation of the statute would render the legislation meaningless because, if funds are only disbursed to pay expense already paid, the grantee could always take the position that it has no grant funds in its possession. Further, Xcel, in response to FL&D's request under the Data Practices Act, provided copies of

Crown Hydro's balance sheet for the year ending December 31, 2005.² Although the balance sheet is dated and very confusing in a number of respects, it does indicate a current asset, described as "Total Start Up Costs – Grant Refundable" in the amount of \$4,014,577.18.

Although this reference is not entirely clear, it suggests that Crown Hydro is reflecting the unpaid portion of the grant as a corporate asset that it has already booked. If that is, in fact, the case, even though Crown Hydro may assert that it has no grant funds in its "possession," it is, nevertheless, treating those grant funds for accounting purposes if they have already been disbursed and received.

III. The Commission is Responsible for Assuring that RDF Grant Funds Are Used in a Manner that Complies with Minnesota Law and is Consistent with the Public Interest

As discussed in FL&D's Initial Comments, the Commission is responsible for approving the payment of expenditures using RDF grant funds. FL&D Comments, pp. 5-6; *see also* Minn. Stat. § 116C.779, subd. 1. In its comments, the Department takes the position that "Given that Crown Hydro is not under the jurisdiction of the Commission, the Department concludes that no Commission action on the Crown Hydro RDF grant contract is needed under Minnesota Laws 2017, Chapter 94, Article 10, Section 29." DOC Comments, p. 27. This assertion ignores the Commission's regulatory authority with respect to approving the expenditures of RDF funds. Even before the legislature adopted Minnesota Laws 2017, Chapter 94, Article 10, Section 29, the Commission exercised its authority under Minn. Stat. § 116C.779 to require the return of RDF funds where it determined that a project that had been awarded an RDF grant could not be completed. *See In the Matter of the Requests of Northern States Power Company, n/k/a Xcel Energy for Approval of a Renewable Development Oversight Process*, Docket No. E-002/M-06-

² Reply Appendix A.

1583, ORDER REQUIRING RETURN OF FUNDS TO RDF TRACKER ACCOUNT (January 23, 2014.)

The issue is not the Commission's authority over Crown Hydro, but rather, concerns the Commission's authority to approve expenditures under an RDF grant. For the reasons discussed in the initial comments of FL&D and the comments of numerous other parties, there is ample basis for the Commission to conclude that further payments to Crown Hydro are contrary to the public interest. FL&D is not arguing here that the Commission should "cancel" the Crown Hydro project. *See* Crown Hydro Comments, p. 2. FL&D asks only that the project no longer be subsidized by RDF grant funds. Such a decision is plainly within the scope of the Commission's authority.

IV. The Third Amendment to Crown Hydro's Grant Contract Does Not Prevent the For Cause Termination of the Contract Based on Crown Hydro's Failure to Meet the Project Schedule, Milestones, and Deliverables

The Department contends that the Third Amendment to Crown Hydro's Grant Contract was approved by the Commission, but also argues, inconsistently, that under the Commission-approved administrative process, no Commission action was required with respect to the Third Amendment. DOC Comments at p. 24. The Department's claim that the Commission approved the Third Amendment is contrary to the facts.

The Commission adopted a process for review and approval of grant contract amendments entered into under the RDF. *See In the Matter of a Petition by Northern States Power Company, d/b/a Xcel Energy for Approval of the Renewable Development Fund Annual Report, Tracker Account True-Up, and 2015 Rate Rider Factor*, Docket No. E-002/M-05-109, ORDER SETTING RIDER, APPROVING CONTRACT AMENDMENTS AND PROCESS FOR FUTURE AMENDMENTS, AND REQUIRING CONTINUED REPORTING (June 25, 2005). That process permits certain amendments that involve only minor changes to be implemented without

Commission approval. Here, the Department is confusing the filing of the Third Amendment “for informational purposes only” with actual Commission review and approval of that Amendment.

As the Department acknowledges, when Xcel filed the Third Amendment with the Commission, it told the Commission that the “filing is being made for informational purposes only and no Commission action is needed.” In DOC Comments at p. 24. Not only was the Commission not asked to approve the Third Amendment, it was told that approval was not needed. Given that the Commission was told that no action was needed on its part, there is no reason to believe that the Third Amendment received any substantive scrutiny from the Commission. Nor is there any evidence that such scrutiny actually occurred, as is discussed below.

Xcel told the Commission that the reason approval was not needed for the Third Amendment was that the contract was a “Type 2” contract – meaning that the Amendment involved only minor changes to the contract’s meaning. See FL&D Comments at pp. 15-16. As justification for the Third Amendment, Xcel stated:

A pending feasibility study underway at the direction of the MPRB indicates the MPRB may be expecting to be able to use the results of the study to make a final decision about leasing the site requested by Crown for its project. Study results are anticipated to be complete during the 3rd quarter of 2007. Given the progress made toward a final resolution concerning the site, the RDF Board carefully considered the requested time extension, **believed an appropriate action would be to allow Crown a final opportunity to complete site acquisition** and approved execution of Crown’s proposed 3rd Grant Contract Amendment. (Emphasis added.)

In its 1st and 2nd Funding Cycle Status and Progress Report, filed with the Commission on December 17, 2007, Xcel told the Commission that “Presently the Crown Hydro RDF Grant Contract is operating under the Commission-approved 3rd amendment to the contract,” and referenced the Commission’s process for obtaining contract approvals. Subsequent status reports filed by Xcel similarly refer, incorrectly, to the “Commission-approved third amendment.” See,

e.g., 1st, 2nd, and 3rd Funding Cycle Status and Progress Report (filed February 22, 2010); 1st, 2nd, and 3rd Funding Cycle Status and Progress Report (filed February 22, 2011). Contrary to Xcel's characterization of the Third Amendment as "Commission-approved," the next meeting where the Commission considered this docket did not take place until December 19, 2013, more than six years after the Third Amendment has been filed with the Commission "for informational purposes." The Commission did not consider the Crown Hydro Third Amendment at that meeting. See Minutes of the Commission's December 19, 2013, agenda meeting. There is no evidence whatsoever that the Commission ever considered, much less approved the Third Amendment to the Crown Hydro grant contract, which is hardly surprising given that the Commission was never requested to give such approval. Nor does it appear that the Third Amendment was ever addressed as part of any compliance closure filed by the Department.

Under the Third Amendment, Crown Hydro was required to provide a detailed property acquisition plan and a proposed contract amendment if property was not acquired by October 31, 2007, whereas the Second Amendment's due date for property acquisition was July 31, 2006. Crown Hydro failed to acquire the MPRB site by the "final opportunity" date of October 31, 2007. The Third Amendment did not modify the provision of the current contract permitting termination for cause if Crown Hydro failed to meet the project schedule, milestones or deliverables set forth in the Contract.

Since the Third Amendment, Crown Hydro has abandoned its plan to locate the project on MPRB property and now seeks to obtain property under the control of the Army Corps of Engineers. As Xcel's response to FL&D's Data Practices Act request shows, Crown Hydro has not provided an updated draft of a proposed contract amendment. See Reply Appendix B to these Comments. The most recent report provided by Crown Hydro concerning its property acquisition

plans was dated August 7, 2007, before the deadline set out in the Third Amendment; no such reports have been provided pursuant to the Third Amendment. *Id.* Thus, Crown Hydro has failed to comply with the deadlines set out in the Third Amendment and has reported no progress toward site acquisition for the project.

A contract amendment giving Crown Hydro an unlimited amount of time to complete the project plainly would not have been a minor amendment and such an amendment would not have been permitted to go into effect without specific Commission approval. The Commission presumably would not have approved such an open-ended commitment, had it been asked. Further, the Commission was deprived of the opportunity for further review by Crown Hydro's failure to provide a proposed amendment and property acquisition plan when it did not meet the deadline (i.e., "the final opportunity") to acquire property for the project. As a result, the project has been permitted to languish for more than a decade.

The Department asserts that "there appears to be ongoing activity . . . related to the Crown Hydro project." DOC Comments at p. 24; *see also* Crown Hydro Comments at p. 2. In support of this statement, the Department quotes the most recent status report filed by Xcel. All of the activities reported by Crown Hydro concern seeking approval from the Federal Energy Regulatory Commission to amend its license to move the project boundaries to land controlled by the Corps of Engineers and to extend the dates of the license. In that connection, Crown Hydro reports that it has met with consulting parties concerning the preparation of a report to FERC regarding the indirect effects to historical properties resulting from the project. See DOC Comments at p. 25. None of the activities described in Xcel's report concern the acquisition of a site. Rather, those activities relate to Crown Hydro's thus far unsuccessful attempts to obtain regulatory approvals that are a necessary precondition to obtaining a site.

Xcel has, for more than fifteen years, reported to the Commission regarding various “activities” by Crown Hydro. Notwithstanding that activity, however, it was necessary for Crown Hydro to enter into a Third Amendment to its Grant Contract so that it would have “a final opportunity to complete site acquisition” -- which it still has not done some ten years later. The question is not whether Crown Hydro has engaged in activity but whether that activity has produced any meaningful results. The record establishes that the question can only be answered in the negative.

CONCLUSION

For the reasons discussed above and for the reasons set out in its Initial Comments, FL&D respectfully urges the Commission to exercise its authority by directing Xcel to terminate the grant contract with Crown Hydro or, in the alternative, declare that no further funds from the grant will be paid to Crown Hydro.

As the legislature clearly stated in adopting Minnesota Laws 2017, Chapter 94, Article 10, Section 29, the public interest is not served when grant funds are not used in timely manner to accomplish their intended purpose. By directing Xcel to terminate Crown Hydro’s grant or, in the alternative, withholding approval for further payments of RDF funds to Crown Hydro, pursuant to the newly adopted legislation, the Commission can make those funds that have been designated for Crown Hydro available for a more deserving, more viable project.

Furthermore, Crown Hydro is in clear violation of the timelines set out in the Grant Contract, as amended. Crown Hydro has not: 1) acquired property for the project by the date specified in the Third Amendment; 2) submitted a proposed draft amendment to the Grant Contract; 3) provided a detailed site acquisition plan. These failures on the part of Crown Hydro provide an alternative legal basis for termination of the Grant Contract for cause.

REPLY APPENDIX A

GARY LUNDEEN COMPANY, P. A.
CERTIFIED PUBLIC ACCOUNTANTS

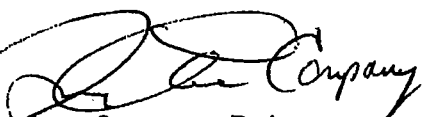
CROWN HYDRO, L.L.C.
MINNEAPOLIS, MN

We have compiled the accompanying balance sheet - income tax basis, of Crown Hydro, L.L.C., (Limited Liability Company), as of December 31, 2005, and the related profit and loss statement - income tax basis for the year then ended, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The financial statements have been prepared on the accounting basis used by the Company for income tax purposes, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting in the form of financial statements information that is the representation of the owner. We have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

Management has elected to omit substantially all of the disclosures ordinarily included in the financial statements prepared on the income tax basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Company's assets, liabilities, equity, revenues, and expenses. Accordingly, these financial statements are not designed for those who are not informed about such matters.

The accompanying financial statements do not include a provision or liability for federal income taxes because the members are taxed individually on their share of Company earnings.


Gary Lundeen Company, P. A.

August 23, 2006

Crown Hydro, L.L.C.
Balance Sheet
As of December 31, 2005

	<u>Dec 31, 05</u>
ASSETS	
Current Assets	
Checking/Savings	
Checking-WF Bank	81,347.60
Savings Acct. - WF Bank	102,251.19
Total Checking/Savings	<u>183,598.79</u>
Other Current Assets	
Receivable-T.Griffin	2,239.00
Total Other Current Assets	<u>2,239.00</u>
Total Current Assets	185,837.79
Fixed Assets	
Vehicle-Net Book Value	
Vehicle	40,606.48
Less Accum Depr	-10,910.00
Total Vehicle-Net Book Value	<u>29,696.48</u>
Total Fixed Assets	29,696.48
Other Assets	
Net Organization Costs	
Organization Costs	6,507.00
Less Accum Amort	-6,314.40
Total Net Organization Costs	192.60
Sec 743 (b) ADJ Willam Hawks	632,890.00
Start Up Costs-Special Projects	
Special Projects (Non-Grant Ref	47,660.48
MN Hydro, LLC (Incorp Costs)	159.35
Total Start Up Costs-Special Projects	<u>47,819.83</u>
Start Up Costs-Non-Grant Refund	
N/R-Contractor-John Henschel	11,500.00
Depreciation	10,910.00
Personal Auto Use	-2,239.00
Total Start Up Costs-Non-Grant Refund	<u>20,171.00</u>
Start Up Costs-Grant Refundable	
Engineering	
Sunde LandSurveying-SiteSurvey	21,641.45
Johnson Bros. Corporation	25,000.00
Canadian Hydro	1,925,740.66
Xcel Electrical Work	8,000.00
Engineering Partners	
10% Markup	31,290.32
Engineering Partners - Other	418,405.00
Total Engineering Partners	<u>449,695.32</u>
Sub Consultants	53,159.86
Sub Consultants Klein/Kaeding	52,426.58
Sub Consultants URS	169,606.79
Sub Consultant Wenck Assoc.	19,438.88
Total Engineering	<u>2,724,709.54</u>
Legal Fees	720,091.06
Web Develop & Graphic Design	5,544.00
Building Lease	100,000.00
Various Expenses	10,420.58
Video Production	80,685.48
Printing and Production Costs	4,420.86
Real Estate Appraisal	6,750.00
Rob Brown Communications	73,500.00
Consulting Fees	30,850.00
Storage	2,000.00

Crown Hydro, L.L.C.
Balance Sheet
 As of December 31, 2005

	Dec 31, 05
Accounting	19,581.43
Bank Service Charges	372.47
Office Expense	9,406.18
Postage and Delivery	1,946.01
Telephone	155.06
Meals and Entertainment	366.91
Travel	4,324.86
Vehicle Expenses	374.74
2001 Expenses/Start-Up Costs	219,078.00
Total Start Up Costs-Grant Refundable	4,014,577.18
Total Other Assets	4,715,650.61
TOTAL ASSETS	4,931,184.88
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	1,379.59
Total Accounts Payable	1,379.59
Other Current Liabilities	
Partners' Note Payables	
Note Payable-William Hawks	2,759,823.50
Total Partners' Note Payables	2,759,823.50
Total Other Current Liabilities	2,759,823.50
Total Current Liabilities	2,761,203.09
Total Liabilities	2,761,203.09
Equity	
Government Grants	1,538,591.00
William Hawks	631,107.28
Net Income	283.51
Total Equity	2,169,981.79
TOTAL LIABILITIES & EQUITY	4,931,184.88

Crown Hydro, L.L.C.
Profit & Loss
January through December 2005

	<u>Jan - Dec 05</u>
Ordinary Income/Expense	
Expense	
Amortization	<u>1,301.00</u>
Total Expense	<u>1,301.00</u>
Net Ordinary Income	-1,301.00
Other Income/Expense	
Other Income	
Interest Income	<u>1,584.51</u>
Total Other Income	<u>1,584.51</u>
Net Other Income	<u>1,584.51</u>
Net Income	<u><u>283.51</u></u>

REPLY APPENDIX B



414 Nicollet Mall
Minneapolis, Minnesota 55401-1993

November 21, 2017

Mr. Gregory Merz
Gray Plant Mooty
80 South Eighth Street
500 IDS Center
Minneapolis, MN 55402

RE: Your Letter regarding the Renewable Development Fund/Crown Hydro, dated
November 9, 2017

Mr. Merz:

The Company received your November 9, 2017 letter, requesting certain information related to the Renewable Development Fund and Crown Hydro. While the Company does not believe the Minnesota Data Practices Act applies to the Company “in its capacity of the administrator of the Renewable Development Fund”, it is nevertheless responding to the questions.

1. The application submitted by Crown Hydro for an RDF grant, together with all supporting documents submitted in support of the application.

The Crown Hydro application includes data that is labeled “Confidential”. Before releasing the application, Crown Hydro will need to provide a redacted copy. The Commission filed its Project Selection Report for Category A projects (which included Crown Hydro) on November 2, 2001 in Docket No. E002/M-00-1583. The Project Selection Report contains some information about the Crown Hydro project, including how the project scored compared to other selected Category A projects.

2. All documents evidencing, replacing, or relating to approval by the Minnesota Public Utilities Commission of the Third Amendment to the Crown Hydro grant contract.

In the Commission’s June 28, 2005 Order Setting Rider, Approving Contract Amendments and Process for Future Amendments, and Requiring Continued Reporting in Docket No. E002/M-05-109, the Commission found the Company’s regulatory framework for amending RDF contracts reasonable and approved it. Under that

framework, the level of documentation and regulatory review is dependent on the type of change proposed to the RDF contract. Stated briefly:

Type 1 amendments include administrative changes, such as correcting typographical errors and clarification of contract terms. For this type of change, an amendment to the contract is not required, but documentation of the change and demonstration that there was agreement between the parties is required.

Type 2 amendments include minor contract amendments, including such things as schedule changes for justifiable reasons, reorder or reshipment of specified equipment to correct for contracting errors, delays in completion of routine research progress work reports, and minor changes in work scope. For this type of change, a formal amendment to the RDF contract is required.

Type 3 amendments include more material modifications, including such things as significant changes in the Contractor's scope of work, material modifications of technology and/or equipment to be installed for the RDF project, significant change of contractor, or remediation for defective work. For this type of change, the Company first seeks the RDF advisory group's support for the change and then files the amendment with the Commission for approval.

The Third Amendment was filed with the Commission on August 10, 2007 in Docket No. E002/M-00-1583 for informational purposes. The contract amendment--a change in schedule--is a Type 2 contract modification and therefore no Commission action was needed.

3. All reports provided by Crown Hydro regarding acquisition plans and efforts necessary to achieve acquisition of property, as required by the Second and Third Amendments to the Crown Hydro grant contract, Second Amended Exhibit C and Third Amended Exhibit C.

The Company has found the following documents that may be responsive to your request:

- A letter from Richard J. Savelkoul to Michelle Swanson, dated August 23, 2006 (Attachment A)
- An Evaluation of the Crown Hydroelectric Power Plant, prepared for the Minneapolis Park and Recreation Board, dated August 7, 2007. This report is too large to send via e-mail, so we will need to arrange a way for you to view this document.

4. All monthly status reports provided by Crown Hydro, as required by the Second and Third Amendments of the Crown Hydro grant contract, Second Amended Exhibit C and Third Amended Exhibit C.

The Company objects to this question as it is overly broad and unduly burdensome. Notwithstanding the objection, the Company has provided the status reports provided by Crown Hydro for the past four years. (Attachment B)

5. Any updated draft amendment to the Crown Hydro grant contract provided by Crown Hydro, as required by the Second and Third Amendments of the Crown Hydro grant contract, Second Amended Exhibit C and Third Amended Exhibit C.

To the Company's knowledge, Crown Hydro has not provided the Company with an updated draft amendment to the Crown Hydro grant contract.

6. All documents evidencing, referring or relating to Xcel Energy's review and consideration of Crown Hydro's grant application or any amendment.

The Company objects to this question as it is overly broad, unduly burdensome, and to the extent it seeks privileged communications.

7. All correspondence sent to or received from Crown Hydro regarding the Crown Hydro grant contract, including any amendments.

The Company objects to this question as it is overly broad and unduly burdensome.

8. All documents relating to the performance by Crown Hydro under the Crown Hydro grant contract, including any amendments.

The Company objects to this question as it is overly broad and unduly burdensome.

Please contact me at mara.k.ascheman@xcelenergy.com or (612) 215-4605 if you have any further questions.

Sincerely,

Mara K. Ascheman
Senior Attorney