State of Minnesota
Before the Public Utilities Commission

Katie Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph Sullivan	Commissioner
John Tuma	Commissioner

In the Matter of a Petition by CenterPoint Energy and the City of Minneapolis to Introduce a Tariffed On-Bill Financing Pilot Program

Docket No. G-008/M-21-377

Initial Comments of the Citizens Utility Board of Minnesota

The Citizens Utility Board of Minnesota ("CUB") respectfully submits these initial comments regarding the September 1, 2021 Petition (the "Petition") by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas ("CenterPoint" or "the Company") and the City of Minneapolis ("Minneapolis") to Introduce a Tariffed On-Bill Pilot Program ("TOB" or the "Pilot Program") in the Minnesota Public Utilities Commission ("Commission") Docket No. G-008/M-21-377.

We appreciate the goals underlying inclusive financing programs. However, the revised Petition does not address the concerns CUB raised previously. It also raises new concerns. We are concerned that the costs of the Program—both for program participants and for nonparticipating ratepayers—will outweigh the Program's benefits, and that the Program lacks some key consumer protections. For this reason, we recommend that the Commission not approve the proposed TOB Pilot Program.

I. Background

Minneapolis first proposed the TOB Pilot Program in direct testimony[1] filed in response to the Company's 2019 general rate case.[2] The Program, as initially developed, would provide financing to CenterPoint customers in the City of Minneapolis to invest in energy efficiency and conservation improvements. The costs of those upgrades would then be recovered by the Company on customers' monthly utility bills. Described as a "pay as you go" or "Pay As You Save®"[3] system, the TOB Pilot Program was designed to "fund . . . improvements for residences where it [could] be shown (estimated) that energy savings [would] outweigh the costs of the improvements."[4] Together, Minneapolis and the Company filed a stipulation[5] on the scope and scale of the program framework.

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[1] *In the Matter of the Application by CenterPoint Energy Resources Corporation d/b/a CenterPoint Energy Minnesota Gas for Authority to Increase Natural Gas Rates in Minnesota*, Docket No. G-008/GR-19-524, Direct Testimony of Tammy Agard (Jul. 15, 2020) [hereinafter Tammy Agard Direct Testimony]; *In the Matter of the Application by CenterPoint Energy Resources Corporation d/b/a CenterPoint Energy Minnesota Gas for Authority to Increase Natural Gas Rates in Minnesota*, Direct Testimony of Kim Havey (Jul. 15, 2020).
[2] *See* Docket No. G-008/GR-19-524.
[3] Tammy Agard Direct Testimony, at 1.
[4] *In the Matter of the Application by CenterPoint Energy Resources Corporation d/b/a CenterPoint Energy Minnesota Gas for Authority to Increase Natural Gas Rates in Minnesota*, Docket No. G-008/GR-19-524, PUC Staff Briefing Papers, Volume II: Tariff-on-Bill Financing 4 (Jan. 4, 2021).
[5] *In the Matter of the Application by CenterPoint Energy Resources Corporation d/b/a CenterPoint Energy Minnesota Gas for Authority to Increase Natural Gas Rates in Minnesota*, Docket No. G-008/GR-19-524, Stipulation Between CenterPoint Energy Minnesota Gas and City of Minneapolis (Sep. 2, 2020).

The Pilot Program was scheduled to last for a period of three years, and thereafter would be expanded beyond the City of Minneapolis.[6]

In its March 1, 2021 Order in Docket No. G-008/GR-19-524, the Commission acknowledged the TOB Pilot Program was meant to "help[] renters, reduce[] economic racial inequities, conserv[e] energy, and limit[] greenhouse gas emissions."[7] Despite recognizing the importance of these widely shared goals, the Commission concluded that the TOB Pilot Program had not yet been "adequately developed to warrant approval."[8] Consequently, the Commission rejected the proposal without prejudice and directed the Company to engage with interested parties and stakeholders to better develop a modified proposal.[9]

Minneapolis and the Company subsequently initiated Docket No. G-008/M-21-377[10] and consulted with stakeholders, including CUB, before filing an amended Petition to Introduce a Tariffed On-Bill Pilot Program.[11]

In the interest of full transparency, CUB wishes to share that we collaborate with some of the proponents of the Pilot Program in efforts to address the very problems that the proposal seeks to address. Together with the City of Minneapolis; Community Power; and the Center for Earth, Energy and Democracy ("CEED"), CUB is a co-convener of the Energy Efficiency Peer Learning Cohort, a group of Twin Cities community organizations and individuals seeking to address inequities experienced by low-income; renter; Black, Indigenous, and People of Color (BIPOC) communities in energy efficiency programs. For the Department of Commerce, CUB is leading a Conservation Applied Research and Development ("CARD") Program grant that seeks to identify best practices for reducing such inequities in utility efficiency programs; Community Power and Minneapolis are also collaborators on this project. We share the desire to address long-standing inequities in Minnesota's energy system, in particular through improved access to energy efficiency, and we understand the urgency of this question for reasons of energy affordability, climate, and health. Unfortunately, after a careful review of this TOB proposal, our conclusion is that the Pilot Program is lacking in key participant protections and that its costs are likely to outweigh its benefits.

II. Overview of Comments

CUB appreciates the Commission's consideration of the TOB Pilot Program and its continued commitment to programs designed to reduce racial and economic inequities, conserve energy, and promote affordable and reliable utility services. We appreciate the goals underlying the TOB Pilot Program—and inclusive financing programs, generally—and understand such programs are intended to provide an additional tool for consumers to finance energy efficiency improvements. Such programs could particularly benefit consumers who do not qualify for energy assistance and weatherization programs and who lack access to traditional lending opportunities. We also acknowledge the examples provided by proponents of the TOB Pilot Program that illustrate the successful implementation and utilization of inclusive financing programs in other jurisdictions.

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[6] *Id.* at 1.

[7] *In the Matter of the Application by CenterPoint Energy Resources Corporation d/b/a CenterPoint Energy Minnesota Gas for Authority to Increase Natural Gas Rates in Minnesota*, Docket No. G-008/GR-19-524, Order Accepting and Adopting Agreement Setting Rates, and Initiating Development of Conservation Programs for Renters 11 (Mar. 1, 2021).

[8] *Id.*

[9] *Id.* at 15–17.

[10] *In the Matter of a Petition by CenterPoint Energy and the City of Minneapolis to Introduce a Tariffed On-Bill Financing Pilot Program*, Docket No. G-008/M-21-377, Initial Filing (Jun. 1, 2021) [hereinafter Initial Filing].

[11] *In the Matter of a Petition by CenterPoint Energy and the City of Minneapolis to Introduce a Tariffed On-Bill Financing Pilot Program*, Docket No. G-008/M-21-377, Petition (Sep. 1, 2021) [hereinafter Modified Petition].

Despite our appreciation of these programs in theory, we believe that the specific TOB Pilot Program proposed in this docket lacks specific consumer protections and does not reflect an attractive or reasonable cost proposition for participating customers and non-participating ratepayers.

III. Financing and Costs

One of CUB's overarching concerns is the potential cost of the Program, both for participants and non-participating ratepayers. Despite operating as a pilot, the Program establishes long-term financing commitments that extend well beyond the end of the pilot term. For the reasons discussed below, we question the efficacy of the Program and whether these long term commitments will ultimately benefit those individuals the Program is meant to help. Further, even if the Program benefits participants in the Program, we are concerned that those benefits will be substantially outweighed by the costs borne by other ratepayers who do not participate in or otherwise directly benefit from the Program.

A. Up-Front Participant Costs

The TOB Pilot Program is designed to provide an option for "lower and moderate-income renters and homeowners" in the Minneapolis area to weatherize their homes.[12] We are concerned that the substantial costs of TOB entry may exclude those renters and homeowners the Program is designed to target.

Under the Program, the costs of weatherization and energy efficiency upgrades are spread out over a maximum of twelve years and tacked onto customers' monthly utility bills. However, customers must pay an initial $100 co-pay for an on-site energy assessment[13] as well as any additional costs necessary to bring energy upgrades in compliance with the cost-effectiveness test utilized to determine project feasibility.[14] Because the cost-effectiveness test caps annualized spending at 80% of the estimated energy cost savings,[15] participants are also expected to pay upfront any Program costs that, if not paid upfront, would cause annualized spending to exceed that threshold.[16]

As detailed in Exhibit O of the TOB Pilot Program filing, these costs can quickly add up. In order to bring a project costing $6,055 within the parameters of the Program, participants are expected to pay $455, *after* accounting for CIP incentives.[17] The Company later noted that the example used in Exhibit O did not conform with the Minnesota Technical Reference Manual and that the electric savings assumptions were incorrect, bringing the co-pay amount up from $455 to $612.[18]Potential participants should be aware that the up-front costs of Program participation are likely to exceed the initial $100 co-pay. These up-front costs could be significant, and portraying Program costs as being spread out over the useful lifetime of the upgrade fails to capture the cost of entry required for participation. The magnitude of up-front co-pay amounts undermines the purpose of the Program and may prevent renters or rental property owners from participating. While renters may be incentivized to participate in energy efficiency programs that reduce monthly costs, there is little

[12] Modified Petition, at 5.
[13] *See id.* at 10 (noting that there is a mandatory co-pay amount of $100 for participating customers, but that it *may* be waived for low-income participants).
[14] *Id.* at 11, 17.
[15] *Id.* at 18.
[16] Notably, as the Company explains in its Petition, the 80% cost-effectiveness threshold is based solely upon "participating customers' annual program charges" and does not appear to include ratepayer costs. Therefore, some projects may be considered cost effective even if total project costs exceed 80% of estimated energy savings.
[17] *Id.* at Exhibit O.
[18] *See* ECC IR 03 Response.

reason to invest significant sums of money in a property if the renter does not expect to remain there for the duration of the Program.

The prevalence of significant upfront co-pays raises a more fundamental issue about Program efficacy and participation. We question whether consumers will participate in the Program if energy upgrades require substantial co-pays. Program participation may not be as robust as the Company envisions. Given the significant costs of setting up and running the Program, as discussed more fully below, ratepayers could bear the costs of funding a Program that has limited participation and benefits.

We emphasize that the Company and its Program Operator should continue to inform potential participants of no and low-cost income-qualified programs as soon as feasible so that consumers are able to make well-informed choices about Program participation.

B. Start-Up, Delivery, and Administration Costs

The TOB proposal contains substantial administrative costs. We are concerned that program administration represents a significant cost to both participating and non-participating ratepayers and is likely to be an expensive way of achieving energy efficiency.

The TOB Program is expected to result in $712,000 of Program Administration Costs paid by participants over the Pilot's three-year term.[19] Participants are required to pay a $475 program operation fee that is divided into monthly charges for a duration "not to exceed 80% of the estimated life of the upgrades and in no case longer than twelve years."[20] Despite the potential difference in project costs and variable repayment terms, the $475 program fee is flatly applied to all projects. While CUB's main concern is the significant level of administrative costs, should the program be approved, CUB would prefer that these costs be varied based on upgrade costs, length of repayment, or some other measure that more closely estimates the amount of Program Services expended on a given participant.

Between start-up activities and pilot delivery costs, ratepayers will bear an additional $3,978,000 for project costs.[21] As mentioned above, participation levels may not be as high as expected if significant co-pays are required for Program involvement. If the Program is not fully utilized, ratepayers will be stuck with the costs of a Program that provides little benefit.

C. Assurance of Savings and Ratepayer Costs

CUB is also concerned that exceptional costs could be imposed on non-participating ratepayers if upgrades do not function as expected. In order to ensure energy upgrades are operating as anticipated under the Program, billing analyses are conducted to determine cost savings one year after installation.[22] If the upgrades are not resulting in "at least 80% of the estimated savings, on a weather-normalized basis," the program operator will investigate the reason for "lower-than-expected savings."[23] Depending on the outcome of the investigation, several different scenarios could result, including termination of participation in the Program and a waiver of the participant's remaining charges.[24] However, these costs do not simply disappear. Rather, the Company has proposed that they accrue to ratepayers, who must thereafter cover the cost of the upgrade for the remaining life of the Program term.

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[19] Modified Petition, at 15.
[20] *Id.* at Exhibit D.
[21] *Id.* at 15-16.
[22] *Id.* at 12.
[23] *Id.* at Exhibit D: Assurance of Savings.
[24] *Id.* at 19.

The Company provides a "worst-case scenario" where ratepayers will end up covering the entirety of participants' costs. Under this scenario, ratepayers are saddled with $14.8 million under moderate spending estimates, or up to $25.7 million under the spending cap.[25] This includes imposing on ratepayers the Company's full rate of return, 7.42%, over the 12-year Program term. While CUB does not expect that such a "worst-case scenario" will arise, we are cognizant that any costs associated with underperforming upgrades will be passed onto ratepayers. In other words, while the Program is meant to assure energy savings, ratepayers will be left holding the bag if the Program fails spectacularly.

D. The Company's Rate of Return

The Company has proposed applying its return on equity ("ROE") to program costs.[26] CUB believes that this is an unreasonable application of ROE. Further, these costs could impose significant burdens on customers, making it more difficult for targeted renters and homeowners to participate. The application of ROE also represents a significant cost to ratepayers and is an expensive way of achieving energy efficiency.

The Company proposes charging its authorized rate of return of 7.42% on program costs, with participating customers paying 2.5% and non-participating ratepayers covering the remaining 4.92%. [27] CUB finds it unreasonable that the Company proposes to apply its ROE to program costs. Especially unreasonable, the Company appears to seek a rate of return even on the program operation fee. In the program as proposed, there is nearly zero risk to the Company that it will not recover its costs. Further, the interest or return rate applied to this program needs to be high enough to attract financing, but the Company has provided no justification for a rate as high as it's ROE of 7.42%. Interest rates are near historic lows at this time, and we expect the Company should be able to find much less expensive financing for customers' energy conservation improvements.

Under the proposed TOB Pilot Program, the Company's rate of return on a $5,000 investment would amount to over $2,575 over twelve years—more than half the cost of the investment itself.[28] If spending caps are realized, this results in $6,678,000 in rate of return payments to the Company over the Program's term.[29] In response to an Information Request by CUB, the Company detailed the costs incurred by participants over a twelve-year term for a $5,000 energy upgrade, exclusive of any co-pay requirements.[30] Under the modeling used, the total cost of a $5,000 upgrade is $8,750, with the participant being required to repay the cost of the upgrade ($5,000), the cost of TOB Pilot Program Operator Services ($475), and a 2.5% rate of return to the Company as determined on a monthly basis[31] ($868). Ratepayers must pay the remaining $2,407, including a rate of return payment of $1,707.[32] When attempting to recreate the modeling used by the Company in arriving at these numbers, we were unable to reach similar results when utilizing $5,000 for the present value of the capital investment.[33] Rather, only after including the Pilot Program Operator Services as part

[25] *Id.* at Exhibit L.
[26] *Id.* at 11; Exhibit D: Program Services Charge.
[27] *Id.* at 15, Exhibit D.
[28] CUB IR 006 Response.
[29] Modified Petition, at 14.
[30] CUB IR 006 Response.
[31] The annual 2.5% rate of return is split evenly across the course of the year, with one-twelfth of the 2.5% paid each month on the participant's utility bill.
[32] In addition to the participant's costs, charges payable by ratepayers are assessed for the on-site energy assessment ($400), cost-effective energy modeling ($300), and a 4.92% rate of return ($1,707).
[33] In attempting to recreate the rate of return payments imposed on participating customers, CUB modelled the cumulative payments required for a $5,000 energy upgrade (exclusive of the $475 program operation fee or co-payment requirements) and found the rate of return paid by the participant amounted to $792.61 over a twelve-year term.

of the amount to be repaid did the Company's participant rate of return calculation of $868 result. Based on this modelling, a participant's rate of return payments over a twelve-year TOB term are detailed below in Figure 1.

Figure 1

Participant Rate of Return Payments	
Year 1	$(132.36)
Year 2	$(122.34)
Year 3	$(112.06)
Year 4	$(101.53)
Year 5	$ (90.73)
Year 6	$ (79.66)
Year 7	$ (68.31)
Year 8	$ (56.67)
Year 9	$ (44.73)
Year 10	$ (32.50)
Year 11	$ (19.95)
Year 12	$ (7.09)
Total:	$(867.91)
Monthly Payment:	($44.05)

IV. Prepayment

In its initial comments on the TOB Pilot Program in Docket No. G-008/GR-19-524, CUB raised concerns about the absence of prepayment opportunities for participating customers.[34] While we continue to recognize that the tariff is different from a traditional loan, we do not believe the Company has adequately justified its reasoning for disallowing prepayment options.

The Company has repeatedly stated that the model TOB tariff is not a loan, but participants' rate of return payments are functionally equivalent to interest payments. As the Company explained, "[s]imilar to a mortgage or debt payment the 2.5% rate of return is continually applied to the outstanding balance."[35] Given the additional costs associated with annual rate of return payments discussed above, it is logical for participants—if financially able—to want to save money by prepaying outstanding balances to reduce the number, and total amount, of payments required to pay off their energy upgrades. We also envision reasonable scenarios where participant homeowners may want to prepay the remainder of the energy upgrade to avoid the appearance of an encumbrance on their property. While CUB defers to other parties with greater knowledge of real estate and property law on whether the TOB Pilot Program actually imposes a legally cognizable encumbrance, we think it is reasonable to assume that the disclosure of Program costs could cause hesitancy or confusion among some potential homebuyers. We think it would be reasonable to permit Program participants the option to avoid that potential hesitancy or confusion by prepaying the outstanding balance on their improvement if they are able, and choose, to do so.

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[34] *In the Matter of the Application by CenterPoint Energy Resources Corporation d/b/a CenterPoint Energy Minnesota Gas for Authority to Increase Natural Gas Rates in Minnesota*, Docket No. G-008/GR-19-524, Comments of the Citizens Utility Board (Aug. 19, 2020) [hereinafter CUB Initial Comments].
[35] CUB IR 002 Response.

V. Dispute Resolution Process

When the initial version of the TOB Pilot Program was proposed, we expressed concern about the power imbalance between the Company and participating customers in the event of disputes if upgrades are damaged or otherwise do not meet customer or Program expectations.[36] This concern remains. CUB's recommendation that a neutral third-party oversee the appeals process was not incorporated into the TOB Pilot Program. Instead, the dispute resolution process ends with the Company. CUB continues to be of the impression that the TOB Pilot Program "grant[s] the [Company] more discretion and power over the customer than is necessary for the program to succeed."[37]

When conducting energy billing audits or repair investigations, the Model Tariff and associated Participant Owner and Renter Agreements detail a system whereby the Program Operator reaches a determination that is thereafter unable to be appealed to a neutral third-party. Rather, the Company has devised a system under which all appeals are to be brought before the Company, itself.[38]

This unbalanced power dynamic is accentuated by the potential outcomes of Program Operator determinations. If the Program Operator determines that unrealized energy savings are the result of participant behavior or changes to the property, Upgrade Service Charges continue to be assessed, despite the absence of energy savings benefits.[39] In addition, if energy upgrades are determined to have failed as the result of "deliberate[] or negligent[]" actions undertaken by the "Owner, Current or Future Customers," the Company may "in its discretion, seek to recover the costs of repairs," including suspending Upgrade Service Charges in order to immediately seek repayment of all remaining charges under the Program.[40]

In other words, if a problem arises, the Company can "have its cake and eat it too" by utilizing its full discretion to either continue collecting costs of the upgrade from the participant or to recover the costs from ratepayers. We are concerned that this system incentivizes the Company to: (i) find participants at fault for an upgrade not working as intended in order to continue collecting payments from the customer and/or (ii) not reasonably pursue cost-effective repairs to an upgrade if it is easier to just seek recovery of outstanding charges from ratepayers. A neutral appeals process could help correct the power imbalance between the Company and participating customers and help ensure the proper functioning of the Program.

VI. Disconnection

If the Commission approves the Pilot program, we recommend that the Commission disallow participant disconnections. While the Company has noted that the "risk of disconnection should be lower for participants" because the Program is designed to lower bills, the extent of potential impacts cannot be fully evaluated until the Program is comprehensively reviewed. If the Program is ultimately adopted as a permanent fixture, the possibility of disconnecting customers for nonpayment of TOB pilot charges could be revisited at that point in time or after comprehensive annual evaluations are performed by a neutral third-party.

Rather than disconnecting customers who may fall behind on payments while participating in the Program, we urge the Commission to require the Company to track the number of disconnections that would otherwise result when evaluating the effectiveness of the program.

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[36] CUB Initial Comments, at 3.
[37] *Id.*
[38] *See* Modified Petition, Exhibit G: Participant Owner Agreement, at 4.
[39] *Id.* at 3.
[40] *Id.* at 3-4.

VII. Pilot Program Evaluation

If the Pilot Program is approved, additional metrics should be established to determine Program efficacy. Beyond those measures provided for in the Petition, these metrics should include:

- The number of participants who would have had service disconnected for nonpayment, if not for the disconnection protection provided in the Program
- The average cost and amount invested by 9-digit ZIP code
- The type of upgrades made and the numbers for each type of upgrade installed
- The amount of spending on equipment and materials used in the upgrade, installation, administrative, marketing, and other budget categories
- The number of potential participants that underwent (1) on-site energy assessments or (2) cost-effective modeling that ultimately did not participate in the Program
- The median cost of participant co-pays, as separated by 9-digit ZIP code and upgrade type
- The number, dollar amount, and percentage of all Program Service Charge payments made late or not made at all
- The median monthly customer bill amounts both before and after upgrades are completed
- The number of participating customers whose bills increased as a result of an upgrade. Preferably, these statistics could identify the number of customers whose bills changed as a result of the upgrade by
    - More than -25%
    - -25% to -10%
    - -10% to 0%
    - 0% to 10%
    - +10% to +25%
    - More than +25%
- Any evidence that prospective renters or buyers were hesitant to rent or purchase properties with TOB tariffs attached to utility bills
- Any other concerns or issues that arose for participants, Program Operators, or the Company related to the Program or its administration.

Conclusion

For the foregoing reasons, we believe the costs of the proposed TOB Program are likely to outweigh its benefits. Therefore, we recommend that the Commission does not approve the program.

Thank you for your attention to our comments in this matter.

Sincerely, February 4, 2022

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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_21-377_M-21-377
Kevin	Reuther	kreuther@mncenter.org	MN Center for Environmental Advocacy	26 E Exchange St, Ste 206 St. Paul, MN 551011667	Electronic Service	No	OFF_SL_21-377_M-21-377
Joseph L	Sathe	jsathe@kennedy-graven.com	Kennedy & Graven, Chartered	150 S 5th St Ste 700 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-377_M-21-377
Elizabeth	Schmiesing	eschmiesing@winthrop.com	Winthrop & Weinstine, P.A.	225 South Sixth Street Suite 3500 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-377_M-21-377

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Emma	Schoppe	emma.schoppe@centerpointenergy.com	CenterPoint Energy Minnesota Gas	505 Nicolette Mall Minneapolis, MN 55402	Electronic Service	Yes	OFF_SL_21-377_M-21-377
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_21-377_M-21-377
Peggy	Sorum	peggy.sorum@centerpointenergy.com	CenterPoint Energy	505 Nicollet Mall Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-377_M-21-377
James M	Strommen	jstrommen@kennedy-graven.com	Kennedy & Graven, Chartered	150 S 5th St Ste 700 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-377_M-21-377
Andrew	Sudbury	Andrew.Sudbury@CenterPointEnergy.com	CenterPoint Energy Minnesota Gas	505 Nicollet Mall PO Box 59038 Minneapolis, MN 55459-0038	Electronic Service	No	OFF_SL_21-377_M-21-377
Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine	225 S 6th St Ste 3500 Capella Tower Minneapolis, MN 554024629	Electronic Service	No	OFF_SL_21-377_M-21-377
Amelia	Vohs	avohs@mncenter.org	Minnesota Center for Environmental Advocacy	1919 University Avenue West Suite 515 St. Paul, Minnesota 55104	Electronic Service	No	OFF_SL_21-377_M-21-377
Samantha	Williams	swilliams@nrdc.org	Natural Resources Defense Council	20 N. Wacker Drive Ste 1600 Chicago, IL 60606	Electronic Service	No	OFF_SL_21-377_M-21-377
Joseph	Windler	jwindler@winthrop.com	Winthrop & Weinstine	225 South Sixth Street, Suite 3500 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_21-377_M-21-377

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Jonathan	Wolfgram	Jonathan.Wolfgram@state.mn.us	Office of Pipeline Safety	Minnesota Department of Public Safety 445 Minnesota Street Suite 147 St. Paul, MN 55101-1547	Electronic Service	No	OFF_SL_21-377_M-21-377