



505 Nicollet Mall
P.O. Box 59038
Minneapolis, MN 55459-0038

March 29, 2016

Mr. Dan Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 East 7th Place, Suite 350
St. Paul, MN 55101-2147

VIA E-FILING

**RE: Petition for Approval Proposal to Sell Equipment from Coon Rapids Peaking Plant
of CenterPoint Energy
G-008/M-16-_____**

Dear Mr. Wolf:

CenterPoint Energy (the "Company"), herewith electronically submits its Petition for Approval of a Proposal to sell and remove plant equipment from its retired Coon Rapids, Minnesota peaking plant.

The Company respectfully requests this filing be accepted as being in full compliance with the filing requirements of the Minnesota Public Utilities Commission (the "Commission") and that the Commission review and approve this Petition in an expedited manner to allow the contractor to begin the proposed work described in this filing. The Company has electronically filed this document with the Commission, and copies have been served on the parties on the attached service list.

The following pages further describe the Company's petition. If you have questions regarding the information provided in this filing, please contact me at (612) 321-4677 or Kevin.Marquardt@CenterPointEnergy.com.

Sincerely,

/s/

Kevin Marquardt
Regulatory Analyst, Regulatory Services
CenterPoint Energy

Enclosures
cc: Service List

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AFFIDAVIT OF KEVIN MARQUARDT

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**STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Beverly Jones Heydinger
Nancy Lange
Dan Lipschultz
Matthew Schuerger
John Tuma

Chair
Commissioner
Commissioner
Commissioner
Commissioner

MPUC Docket No.: G-008/M-16-____

In the Matter of the Petition of
CenterPoint Energy
to Sell Plant

**Petition for Approval Proposal to Sell
Equipment from Coon Rapids Peaking Plant
of CenterPoint Energy**

1. INTRODUCTION

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas (“CenterPoint Energy,” “CNP,” or the “Company”) submits to the Minnesota Public Utilities Commission (the “Commission”) Petition for Approval of a Proposal to sell and remove plant equipment from its retired Coon Rapids, Minnesota peaking plant. Compliance with Minnesota Statute § 216B.50, Subdivision 1 and Minnesota Rules 7825.1600 to 1800 are demonstrated in this filing.

2. COMPLIANCE WITH MISCELLANEOUS TARIFF AND PRICE LIST FILINGS

Pursuant to Minnesota Rules Part 7829.1300, CenterPoint Energy provides the following information:

7829.1300 Miscellaneous Tariff and Price List Filings

Subp. 1 ***Summary.***

A miscellaneous tariff filing and price list filing must include, on a separate page, a one-paragraph summary of the filing, sufficient to apprise potentially interested parties of its nature and general content.

A one-paragraph summary is attached to this filing pursuant to Minn. Rule 7829.1300.

Subp. 2 ***Service.***

The filing utility shall serve copies of each miscellaneous tariff filing on which commission action is required within 60 days, and each price list filing increasing the price of a competitive service, on the persons on the applicable general service list, on the department, and on the Residential Utilities Division of the Office of the Attorney General. For other filings, the utility may serve the summary described in subpart 1 on persons on the applicable general service list. The utility shall serve with the filing or the

summary a copy of its general service list for the filing.

A copy of this filing has been served on all parties on the enclosed service list.

- Subp. 3 ***Content of filing subject to specific requirements.***
In addition to complying with specific requirements imposed by statute or rule, miscellaneous tariff and price filings subject to specific filing rules must contain at least the following information:

Please see information responsive to Minn. Rule 7829 Subp. 4 below.

- Subp. 4 **Content of filing not subject to specific filing rules.**
In addition to complying with any specific requirements imposed by statute, miscellaneous tariff and price list filings not subject to specific filing rules must contain at least the following information:

- A. **the name, address, and telephone number of the utility, without abbreviation;**

CenterPoint Energy, a division of CenterPoint Energy Resources Corp., a Delaware Corporation
505 Nicollet Mall
Minneapolis, MN 55402
(612) 321-4976

- B. **the name, address, and telephone number of the attorney for the utility, if the utility is using an attorney;**

Steven Clay
Senior Counsel
CenterPoint Energy
505 Nicollet Mall
Minneapolis, MN 55402
(612) 321-4606
Steven.Clay@CenterPointEnergy.com

- C. **the date of the filing and the date the proposed rate or service change will go into effect;**

Filing Date:
March 29, 2016

Effective Date:
The Company requests that the Commission review and approve this Petition in an expedited manner to allow the contractor to begin the proposed work described in this filing.

- D. **the statute that the utility believes controls the time frame for processing the filing; and**

While the Company acknowledges that there are no statutes that control the time frame for processing of this filing, the Company respectfully requests that the review and approval of the Proposal occur on an expedited basis to allow the contractor to begin the proposed work described in this filing.

E. the signature and title of the utility employee responsible for the filing.

Kevin Marquardt
Regulatory Analyst, Regulatory Services
CenterPoint Energy
505 Nicollet Mall
Minneapolis, MN 55402
(612) 321-4677
Kevin.Marquardt@CenterPointEnergy.com

F. a description of the filing, its impact on rates and services, its impact on the utility and affected ratepayers, and the reasons for the filing.

CenterPoint Energy provides detailed information later in this filing.

3. COMPLIANCE WITH PETITIONS OF PROPERTY ACQUISITION

Pursuant to Minnesota Rules Part 7825.1800, CenterPoint Energy provides the following information:

7825.1800 Filing Requirements for Petitions to Acquire Property

Petitions for approval to acquire property shall contain one original and three copies of the following information, either in the petition or as exhibits attached thereto:

- A. Petitions for approval of a merger or of a consolidation shall be accompanied by the following: the petition signed by all parties; all information, for each public utility, as required in parts 7825.1400 and 7825.1500; the detailed reasons of the petitions and each party for entering into the proposed transaction, and all facts warranting the same; the full terms and conditions of the proposed merger or consolidation.**

Not applicable because this filing concerns the sale of retired assets and is not a merger or consolidation.

- 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.**

See section 4, Compliance with Capital Structure Approval.

- 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.

To find information about the property and plant involved in the transaction, please see Section 6.2 Background, APPENDIX A for the Request for Proposal, APPENDIX B for Tank Information, APPENDIX C for Pictures of the Plant, APPENDIX D for Pictures of the Site, APPENDIX G for the Sales Agreement, APPENDIX H for Production Plant Assets, and APPENDIX I for Costs Involved with the Retirement.

D. Other pertinent facts or additional information that the commission may require.

See Filing and Appendices.

4. COMPLIANCE WITH CAPITAL STRUCTURE APPROVAL

7825.1400 Requirements for Capital Structure Approval

Petitions for approval of capital structure shall contain one original and three copies of the following data, either in the body of the petition or in exhibits attached thereto:

A. A descriptive title.

Petition for Approval Proposal to Sell Coon Rapids Peaking Plant Equipment of CenterPoint Energy.

B. A table of contents.

See page 2.

C. The exact name of the petitioner and address of its principal business office.

CenterPoint Energy Resources Corp.,
d/b/a CenterPoint Energy Minnesota Gas
505 Nicollet Mall
Minneapolis, MN 55402

D. Name, address, and telephone number of the persons authorized to receive notices and communications with respect to the petition.

Kevin Marquardt
Regulatory Analyst, Regulatory Services
CenterPoint Energy
505 Nicollet Mall
(612) 321-4677
Kevin.Marquardt@CenterPointEnergy.com

Peggy Sorum
Manager of Rates, Regulatory Services

CenterPoint Energy
505 Nicollet Mall
Minneapolis, MN 55402
(612) 321-4625
Peggy.Sorum@CenterPointEnergy.com

Steven Clay
Senior Counsel
CenterPoint Energy
505 Nicollet Mall
Minneapolis, MN 55402
(612) 321-4606
Steven.Clay@CenterPointEnergy.com

Any information requests in this proceeding should be submitted to Mr. Marquardt.

E. A verified statement by a responsible officer of the petitioner attesting to the accuracy and completeness of the enclosed information.

The Affidavit signed by Brad Tutunjian, Vice President Regional Operations is included in this Petition.

F. The purpose for which the securities are to be issued.

No securities will be issued.

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.

Not applicable.

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.

No person who is an "affiliated interest" has received or is entitled to receive a fee for services in connection with the negotiations.

I. A signed copy of the opinion of counsel in respect to the legality of the issue or assumption of liability.

No liability will be issued or assumed as a result of the proposed transaction.

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 statements shall show the effects of the issuance on such balance sheet and income statement.

The Company has not prepared a balance sheet given that the equipment has been retired, removed from rate base, and has no impact on the Company's balance sheet.

5. EFFECT OF CHANGE UPON CENTERPOINT ENERGY REVENUE

No change to CenterPoint Energy revenue is expected or necessary as a result of this Petition.

6. DESCRIPTION OF FILING

6.1. Petitioner

CenterPoint Energy, Minnesota Gas is a Minnesota public utility as defined in Minnesota Statute § 216B.02, Subdivision 4, and operates as a Division of CenterPoint Energy Resources Corp. CenterPoint Energy is engaged in business as a natural gas local distribution company serving over 800,000 customers in Minnesota.

6.2. Background

The Coon Rapids Propane Peaking Plant was retired in 2013.

On July 1st, 2013, CenterPoint Energy discussed the retirement of the Coon Rapids Propane Peaking Plant in its Demand Entitlement Filing¹. The filing stated the following:

"The Coon Rapids facility supplied propane-air at the Coon Rapids #1 TBS. It was built in the 1960's by Midwest Gas. The facility contained 12 – 30,000 gallon propane tanks in a nonstandard configuration capable of holding ~28,000 DT of energy, one propane vaporizer, one gas engine driven air compressor, and auxiliary equipment. The plant's peak-day capacity was estimated at about 9,200 DT per day. The plant was the last in order of plant dispatch. It was small and contained a significant amount of old manual and labor intensive equipment. Additionally, the propane air plant is subject to National Fire Protection (NFPA 59) Code requirement and there are issues that must be addressed at the plant to keep it long-term. The Company estimated that \$600,000 to \$700,000 investment would be needed to reliably count on the Coon Rapids facility. Required investment included items such as new vaporizers, auxiliary equipment replacement, additional security and fire protection. Because of our current CNP gas demand entitlement position, this facility is not required for supply purposes at the Coon Rapids location, which has sufficient capacity. CenterPoint Energy retired the plant in June 2013. The Company is reviewing its options for disposing of the equipment and facilities."

In its August 19th, 2013 comments, the Minnesota Department of Commerce, Division of Energy Resources stated, "The Department also concludes that CenterPoint's decision to retire the Coon Rapids Peaking Plant is reasonable. Since the Coon Rapids TBS currently has sufficient capacity, there should be no replacement costs for fuel or facilities. The Department trusts that, if necessary, the Company will file information in compliance with Minnesota Statute § 216B.50

¹ CenterPoint Energy. Docket No. G-008/M-13-578 (Demand Entitlement Filing).

and Minnesota Rule 7825.1800 for the sale of the Coon Rapids Peaking Plant.”

The MPUC approved the 2013 Demand Entitlement filing in its Order on March 10, 2014.

In the August 2nd, 2013 Direct Testimony, Witness Mr. Kirk Nesvig reaffirmed that the “plant is no longer necessary to meet system peak day demand.”² The Coon Rapids plant no longer met the used and useful test so rate base was adjusted accordingly.

6.3. Proposal

On August 14, 2015, CenterPoint Energy released a Request for Proposal (“RFP”) to sell, dismantle and remove plant equipment at the Coon Rapids Peaking Plant (“Plant”) as shown in Appendix A. Subdivision 1. A total of seven entities received the RFP for purchasing, dismantling, and removing the plant. The list of the recipients of the RFP is provided in Appendix E. The RFP was communicated to each recipient electronically through email. Four of the seven entities submitted bids to the Company with LPG Ventures bidding at the highest with a net payment to the Company of \$400,000 as shown in Appendix F. CenterPoint Energy notified LPG Ventures that its Proposal was effective November 2, 2015.

The Plant in Coon Rapids was placed in service in the 1960s and provided approximately 28,000 dk/day of peaking capacity for CenterPoint Energy. As discussed above, the Company retired the plant at the operating facility in June 2013 as it was no longer needed to meet peak winter demand. The Company reflected the retirement of its Plant in its 2013 Demand Entitlement Filing.

Only the propane tanks from the Coon Rapids Peaking Plant site will be transferred to LPG Ventures under the accepted Proposal. Appendix B, C, and D show the assets that are covered by the Proposal. The Sales Agreement is included in Appendix G. The production plant assets included in the sale are included in Appendix H and the costs involved in the retirement are shown in Appendix I.

7. PROPOSAL IS IN THE PUBLIC INTEREST

As referenced earlier in this filing, Minnesota Statute § 216B.50, Subdivision 1 states:

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 or transmission company operating in this state, without first being authorized so to do by the commission. Upon the filing of an application for the approval and consent of the commission, the commission shall investigate, with or without public hearing. The commission shall hold a public hearing, upon such notice as the commission may require. If the commission finds 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 disposed of, or merged and consolidated.

This section does not apply to the purchase of property to replace or add to the plant of the public utility by construction.

² CenterPoint Energy. Docket No. G-008/GR-13-316, 2013 Rate Case, p. 95. (Mr. Kirk Nesvig Direct Testimony).

The Proposal fully complies with the requirements of Minnesota Statute § 216B.50, Subdivision 1 and is consistent with the public interest. Under the Proposal, CenterPoint Energy is selling propane tanks under favorable economic terms. LPG Ventures will be responsible to dismantle and remove the tanks from the Coon Rapids Peaking Plant for \$400,000. The Company notes that these assets are no longer included in rate base and no book value exists for the tanks. This sale will allow CenterPoint Energy to dispose of retired plant that is no longer needed to provide safe and reliable natural gas service to customers.

The transaction will not change the operation of CenterPoint Energy or negatively impact the provision of utility to service to Minnesota customers. As noted in its July 1, 2013 DEQ filing in Docket No. G-008/M-13-578, after careful consideration and analysis, CenterPoint Energy retired the Coon Rapids Peaking Plant because it was in the best interest of customers.

The transaction will not impact or impair in any way effective regulation of CenterPoint Energy, which will continue to be subject to the Commission's jurisdiction with respect to public utilities. Accordingly, the facts and circumstances described in this Petition fully support the Proposal as being compatible and consistent with the public interest; therefore, timely Commission review and approval is requested.

The \$400,000 net proceeds for this sale will be credited to Accumulated Reserve for Depreciation (General Ledger Account 171010) (FERC 108) and debited to Accounts Payable/Cash.

8. CONCLUSION

Based on the information provided in this Petition, CenterPoint Energy respectfully requests that the Commission approve the sale of plant at the Coon Rapids Peaking Plant as set forth in this Proposal. The Company has demonstrated its compliance and believes this sale is consistent with the public interest. The Company requests that the Commission review and approve this Petition in an expedited manner to allow the contractor to begin the proposed work described in this filing.

**STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION**

Beverly Jones Heydinger
Nancy Lange
Dan Lipschultz
Matthew Schuerger
John Tuma

Chair
Commissioner
Commissioner
Commissioner
Commissioner

MPUC Docket No.: G-008/M-16-____

In the Matter of the Petition of
CenterPoint Energy
to Sell Plant

**Petition for Approval Proposal to Sell
Equipment from Coon Rapids Peaking Plant
of CenterPoint Energy**

SUMMARY OF FILING

Pursuant to Minnesota Rule 7829.1300, Subp. 1, CenterPoint Energy (the "Company"), herewith electronically submits a one paragraph summary of its Petition for Approval of a Proposal to sell and remove plant equipment from its Coon Rapids, Minnesota peaking plant.

The Company respectfully requests this filing be accepted as being in full compliance with the filing requirements of the Minnesota Public Utilities Commission (the "Commission") and that the Commission review and approve this Petition in an expedited manner to allow the contractor to begin the proposed work described in this filing. We have electronically filed this document with the Commission, and copies have been served on the parties on the attached service list.

AFFIDAVIT
G-008/M-16-_____

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Brad Tutunjian, having been duly sworn on oath, states that he is the Vice President of Regional Operations of CenterPoint Energy, Minnesota Gas, and as such is duly authorized to make this affidavit on behalf of CenterPoint Energy and that the matters stated in this filing, including the Petition for Approval and the attached Exhibits are true and correct to the best of his information and belief.

/s/
Brad Tutunjian
Vice President, Regional Operations
CenterPoint Energy

Subscribed and sworn to before me
this 29th Day of March, 2016

/s/
Mary Jo Schuh
Notary Public
Term expires: 1/31/2020

G-008/M-16-

STATE OF MINNESOTA)

) SS.

COUNTY OF HENNEPIN)

Kevin D. Marquardt, being first duly sworn on oath, deposes and says he served or caused to be served on behalf of CenterPoint Energy:

- Electronic filing using the EDockets system for service to the Minnesota Public Utilities Commission, the Department of Commerce; and the Minnesota Office of the Attorney General;

/s/

Kevin Marquardt
Regulatory Analyst, Regulatory Services
CenterPoint Energy

Subscribed and sworn to before me
this 29th Day of March, 2016

/s/

Mary Jo Schuh

Notary Public

Term expires: 1/31/2020

APPENDIX A –

Request for Proposal

Request for Proposal

Coon Rapids Peak Shaving Station

Sale and removal of all plant equipment and piping

7 August 2015

INSTRUCTIONS TO BIDDERS

1. **PROPOSAL:** Each Proposal shall be typed or written in ink on the Proposal Form provided by CenterPoint Energy Resources, Corp.
2. **WITHDRAWAL OF BID:** No bidder may withdraw a proposal for a period of twenty days after the date set for the opening.
3. **ACCEPTANCE AND REJECTION OF BIDS:** CenterPoint Energy Resources, Corp, reserves the right to accept any bid; to award the contract by sections; to reject any or all bids; and to waive irregularities or informalities in any bid.
4. **LOCAL CONDITIONS AFFECTING WORK:** Each bidder shall visit the site of the work and shall be thoroughly and fully informed relative to construction hazards and procedure, labor, and all other conditions and factors, local and otherwise, which would affect the prosecution and completion of the work and its cost. Such considerations shall include the arrangement and conditions of existing structures and facilities affecting, or which are affected by, the proposed work, procedure necessary for maintenance of uninterrupted operation of existing facilities, availability and cost of labor, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bidder's proposal. **THERE WILL BE NO SUBSEQUENT FINANCIAL ADJUSTMENT TO ANY CONTRACT FOR LACK OF SUCH PRIOR INFORMATION OR ITS EFFECT ON THE COST OF THE WORK.**
5. **PAYMENTS:** Payment for all work performed under the proposed contract will be issued and paid as provided in Contract Documents.
6. **TIME OF COMPLETION:** The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy CenterPoint Energy Resources Corp. of the ability to complete the work within the allowable time. In this regard, attention is directed to the provisions of the Contract Documents relative to delays, completion date, and extensions of time.
7. **QUALIFICATIONS OF BIDDERS:** Bidders should submit satisfactory evidence that they have a practical and technical knowledge of the particular work bid upon and that they have the necessary financial resources to complete the proposed work.

Each bidder should show that former work performed has been handled in such a manner that there are no just or proper claims pending against such work. Bidders are encouraged to submit an experience reference list with their bid.
8. **PERFORMANCE AND PAYMENT BONDS:** The bidder to whom a contract is awarded may be required to furnish Performance and Payment Bonds to CenterPoint Energy Resources, Corp, in an amount equal to one hundred percent of the contract price. If required, CenterPoint Energy Resources, Corp, will pay for the Purchaser's cost of the Bond.
9. **NON-DISCRIMINATION IN EMPLOYMENT:** Contracts for work under this proposal will obligate the Purchasers and all subPurchasers not to discriminate in the employment of common or skilled persons who are citizens of the United States and qualified to do the work required because of their race, creed, or color.
10. **SUBCONTRACTS:** Please identify with your bid any portion of the work that will be subcontracted and the subPurchaser that will be used.
11. **NON-COLLUSIVE BIDDER CERTIFICATION:** By submitting this bid, the bidder certifies that (a) the prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or with any competitor; (b) directly or indirectly, by the Bidder to any other bidders,

competitors or owners' representatives prior to the final date for submission of such bid; and (c) no attempt has been made and none will be made by the Bidder to induce any other person, partnership or corporation to submit a bid or not to submit a bid (complementary or otherwise) for the purpose of restricting competition.

PROPOSAL FORM

CenterPoint Energy Resources, Corp,
1240 W River Pkwy
Minneapolis, MN 55454
ATTENTION: Andrew Rockwell

_____, 2015

SUBJECT: CenterPoint Energy Resources, Corp,
Coon Rapids Peak Shaving Station
Sale and Removal of Plant Equipment and Piping
RFP – Revision A – 7 August 2015

We, the undersigned, having carefully examined the site of the proposed work and the plans and specifications, instructions to bidders and contract documents for the subject project, do hereby propose to furnish all labor, tools, materials, equipment, and incidentals required for the complete construction of said project and such other work as may be incidental thereto for the following unit or lump sum prices:

Purchase of Tanks and Removal of Remaining Equipment:

Equipment Purchase Price

12- 30,000 gallon propane tanks _____

Miscellaneous Piping and Equipment _____

Plant Retirement Cost

Removal of equipment, piping and restoration of site _____

Net Payment to CenterPoint Energy _____

The successful bidder also agrees to enter into a contract with CenterPoint Energy Resources, Corp, within five (5) days after CenterPoint Energy Resources, Corp's acceptance of this Proposal or any section or sections thereof, and further agrees to complete the entire work covered in the contract within the time period specified.

In submitting this proposal, it is understood that CenterPoint Energy Resources, Corp, reserves all rights to reject any and all bids, and it is understood that this bid may not be withdrawn by Purchaser within a period of twenty (20) days after the scheduled time for the receipt of bids.

By signing and submitting your bid on this page, you acknowledge receipt of the bid package and have reviewed it in its entirety.

By:

Title:

Company:

Address:

Phone: _____

DESCRIPTION OF WORK
Removal of Plant Equipment and Piping

1. Background

CenterPoint Energy Resources, Corp, is requesting proposals for the removal of all equipment and piping at Coon Rapids Peak Shaving Station.

2. Project Location

The job site is located at:

CenterPoint Energy Resources, Corp,
Coon Rapids Peak Shaving Station
1035 Northdale Blvd.
Coon Rapids, MN 55448

Contact Andrew Rockwell: (612) 321-5364

3. Project Schedule

The Agreement resulting from this RFP is subject to the approval of the Minnesota Public Utilities Commission. Such approval will be required prior to Purchaser starting any work. Upon execution of an Agreement with the successful bidder CenterPoint Energy will request approval of the Agreement from the Minnesota Public Utilities Commission. The approval process is expected to take up to 240 days.

The time of completion is an essential part of the contract and it will be necessary for each bidder to satisfy CenterPoint Energy Resources, Corp, of the ability to complete the work within the allowable time. Purchaser will work to achieve the requirements of the following schedule.

- | | |
|---|----------------------------|
| • Bids received by CenterPoint Energy Resources, Corp. | August 21, 2015 |
| • CenterPoint Energy Resources, Corp. Awards bid | September 11, 2015 |
| • CNP receives MN PUC approval of Agreement
and issues Purchaser notice to proceed with work | on or before April 15 2016 |
| • Purchaser Completes Work | on or before Dec 15 2016 |

If Purchaser fails to the complete Scope of Work by the Work Complete Date include removal of the propane tanks CNP will charge, and Purchaser shall pay CNP a Tank Storage Fee of \$1,000 per propane tank remaining on site per month or portion of month. CNP may, at its sole option, complete the remaining removal and restoration work and charge the Purchaser for such work.

4. Scope of Work

4.1. Purchase and removal of Tanks:

- Purchaser will remove and take title to 12 ASME 30,000 gallon propane tanks (detail in Attachment A).
- The propane tanks currently contain propane vapor and a small amount of liquid, Purchaser is responsible for purging tanks as required for safe execution of its work.
- Purchaser will remove and dispose of stairway and catwalk
- Purchaser will remove foundation saddles and pile caps under each tank. Purchaser is not required to remove piles

Title to Tanks Assets – **Purchaser shall take title and assume all risk of loss upon removal of tank and associated equipment from the foundation.**

Condition of Assets – Purchaser has been afforded the opportunity to inspect and test all of the Assets prior to the date of the Agreement and is satisfied with the condition of the Assets. **THERE ARE NO OTHER WARRANTIES GIVEN, EITHER EXPRESSED OR IMPLIED, CONCERNING THE CONDITION OF THE ASSETS, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. CENTERPOINT ENERGY RESOURCES, CORP, SHALL NOT BE LIABLE TO, OR THROUGH, PURCHASER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OR LOSSES ARISING OUT OF THE EXISTING WARRANTIES CONCERNING THE ASSETS REFERED TO IN THIS PARAGRAPH EVEN IF PURCHASER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSSES.**

4.2. Removal of equipment, piping and restoration of site:

The Purchaser will remove and properly dispose of the following site equipment:
(Refer to Attachment B and Attachment C)

4.2.1. Equipment List

- 1-Natural gas engine/compressor
- 1-Engine intercooler
- 1-Pump
- 1-Vapor compressor
- 1-Flare

4.2.2. Piping

Purchaser will remove and properly dispose of all piping, above and below ground associated with the plant as listed below. Purchaser will be responsible for propane purging procedures and purge piping to air before removal.

- Tank piping
- Vapor and liquid to truck unloading station
- Vapor and liquid to abandoned railcar unloading station
- Vapor to vapor compressor
- Vapor to flare
- Liquid to vaporizer
- Air to blender
- ESD (air) to actuators
- Piping in compressor building

4.2.3. Electrical

Purchaser will remove and properly dispose of electrical equipment associated with the plant as listed below. CenterPoint Energy Resources, Corp, will disconnect main power.

- Wiring trays
- MCC
- PLC
- Emergency generator
- Liquid to vaporizer

4.2.4. Building and grounds

Purchaser will remove and properly dispose of other Compressor building and garage. Purchaser will restore and grade the lot.

- Tank piers
- Abandoned bobtail unloading rack piers
- Abandoned vaporizer piers
- Dismantle and remove compressor building
- Dismantle and remove garage building
- Remove Garage building foundation
- Grade the lot

4.2.5. PCBs

The Engine/Compressor foundation contains PCBs. CenterPoint Energy Resources, Corp, will be responsible for removal and disposal of this foundation following Purchaser's removal of building and its equipment.

5. Additional Responsibilities of Purchaser

1. CenterPoint Energy Resources, Corp, may have other Purchasers working on the job site during Purchaser's performance of the work. Purchaser shall cooperate with CenterPoint Energy Resources, Corp, and its Purchasers to minimize interference and disruptions on the job site.
2. Purchaser and its Sub Contractors shall follow safe work practices in compliance with all laws and regulation during the conduct of its work. Purchaser shall follow all safety and security requirements for the facility including hot work permits, safe work orders, parking restrictions.
3. Purchaser will be responsible for security of its work and materials during construction.
4. Purchaser will be responsible for disposal of any waste or hazardous materials generated or used in the Purchaser's performance of the Purchaser's work. Such use and disposal shall conform to all laws and regulations.
5. Purchaser will have access to CenterPoint Energy Resources, Corp's existing electrical services. Purchaser will be responsible for construction power needs greater than the existing services.
6. Purchaser will protect CenterPoint Energy's existing equipment from damage due to Purchaser's work.
7. Purchaser will be responsible to safely and legally dispose of all equipment and material removed from the site.
8. Purchaser shall be responsible for following NFPA 51B hot work procedure if its employees or subcontractor perform hot in the around propane tanks or equipment containing propane.
9. Purchaser shall be responsible for carrying insurance as outlined in Attachment E, Section 11.

6. Responsibilities of CenterPoint Energy Resources, Corp,

1. CenterPoint Energy is responsible for all regulatory filings with the Minnesota Public Utilities Commission.
2. CenterPoint Energy Resources, Corp, will provide Purchaser access to the existing electrical service at the site for construction power.
3. This site is a propane storage facility and also shares the site with a Northern Natural

Gas Town Border Station – -CenterPoint Energy Resources Corp. with complete hot work permits and coordinate with Purchaser on any hot work in classified areas associated with gas pipeline and equipment.

4. CenterPoint Energy Resources, Corp, will perform the PCB remediation on the foundation of the Engine/Compressor.
5. CenterPoint Energy Resources, Corp, will remove the gas and fire system that is not included in this RFP.

7. Extra Work

Purchaser's proposal must include a schedule of base time (including overtime) and material (time and material) rates for work, if any, beyond the scope established by this RFP.

8. Title

Title and risk of loss to propane tank and associated equipment shall pass to Purchaser upon removal from foundation of each tank and associated equipment.

9. Payment

In addition to any payment terms in the Terms and Conditions CenterPoint Energy Resources, Corp, shall invoice and Purchaser shall pay CenterPoint Energy Resources, Corp, on a prorated basis, on the date each propane tank is removed from its foundation.

10. Additional Termination Provision

This Agreement is subject to approval by the Minnesota Public Utilities Commission. Contractor cannot begin work until this approval is received and CenterPoint Energy issue a notice to proceed with the work. If Minnesota Public Utility Commission approval is not satisfactorily obtained CenterPoint Energy may terminate this Agreement.

APPENDIX B –

Tank Information

Tank #	Manufacturer	Capacity	Serial #	NB #	Yr Mfg	U-1A Form	Pressure rating	Diameter	Length	Location	Service	Liquid (size & location)	Vapor (size & location)	Readings: 07/20/2014		
														Volume (gal)	Pressure (psig)	Temp (F)
1	ACF Industries	30,000	34-0599-4	20376	1959	Yes	250	10' 10 1/8"	47' 13/16"	Aboveground	Propane	2" top	1-1/2" top	0	50	70
2	ACF Industries	30,000	34-0599-5	20377	1959	Yes	250	10' 10 1/8"	47' 13/16"	Aboveground	Propane	2" top	1-1/2" top	0	50	70
3	ACF Industries	30,000	34-0599-2	20374	1959	Yes	250	10' 10 1/8"	47' 13/16"	Aboveground	Propane	2" top	1-1/2" top	0	50	70
4	ACF Industries	30,000	34-0599-3	20375	1959	Yes	250	10' 10 1/8"	47' 13/16"	Aboveground	Propane	2" top	1-1/2" top	0	50	70
5	ACF Industries	30,000	34-0559-1	20373	1959	Yes	250	10' 10 1/8"	47' 13/16"	Aboveground	Propane	2" top	1-1/2" top	0	50	70
6	Trinity	30,000	373298		1970	Yes	250	8' 8"	70' 11 1/4"	Aboveground	Propane	2" top, 3" bottom	1-1/2" top	0	75	70
7	Trinity	30,000	373297		1970	Yes	250	8' 8"	70' 11 1/4"	Aboveground	Propane	2" top, 3" bottom	1-1/2" top	0	75	70
8	Trinity	30,000	373299		1970	Yes	250	8' 8"	70' 11 1/4"	Aboveground	Propane	2" top, 3" bottom	1-1/2" top	0	75	70
9	Trinity	30,000	383972		1972	Yes	250	8' 8"	70' 11 1/4"	Aboveground	Propane	2" top, 3" bottom	1-1/2" top	0	75	70
10	Trinity	30,000	373971		1972	Yes	250	8' 8"	70' 11 1/4"	Aboveground	Propane	2" top, 3" bottom	1-1/2" top	0	75	70
11	Trinity	30,000	383973		1970	Yes	250	8' 8"	70' 11 1/4"	Aboveground	Propane	2" top, 3" bottom	1-1/2" top	3267	90	70
12	Trinity	30,000	383974		1970	Yes	250	8' 8"	70' 11 1/4"	Aboveground	Propane	2" top, 3" bottom	1-1/2" top	0	75	70

APPENDIX C –

Pictures of the Plant

Aerial of site



Tanks

- 12-30,000 gallon tanks
- All nameplates attached and documentation available
- 1-5 with top openings
- 6-12 with bottom liquid opening



1-5



6-12

Old piers

- To be removed



Receivers

- Both air receivers to be removed



Engine and Compressor

- IR 6SVG-2 Engine



Compressor



Engine



Interstage Cooler



Engine/Compressor

Pump

-



Electrical



Motor Control Center



Onan Generator



Cable Tray

Natural Gas Pad Skid

- Northern Natural Gas will disconnect and remove



Vapor Compressor

- Corken LPG-10 Type B52-2



Flare



Piping

- Example of some of the piping on site

- Additional piping on tanks,
- Additional underground piping to truck unloading station, vaporizer, flare, vapor compressor and plant outlet



Buildings

- Compressor building to be removed



To be done by CNP

- Natural gas meter to be moved to Control Building



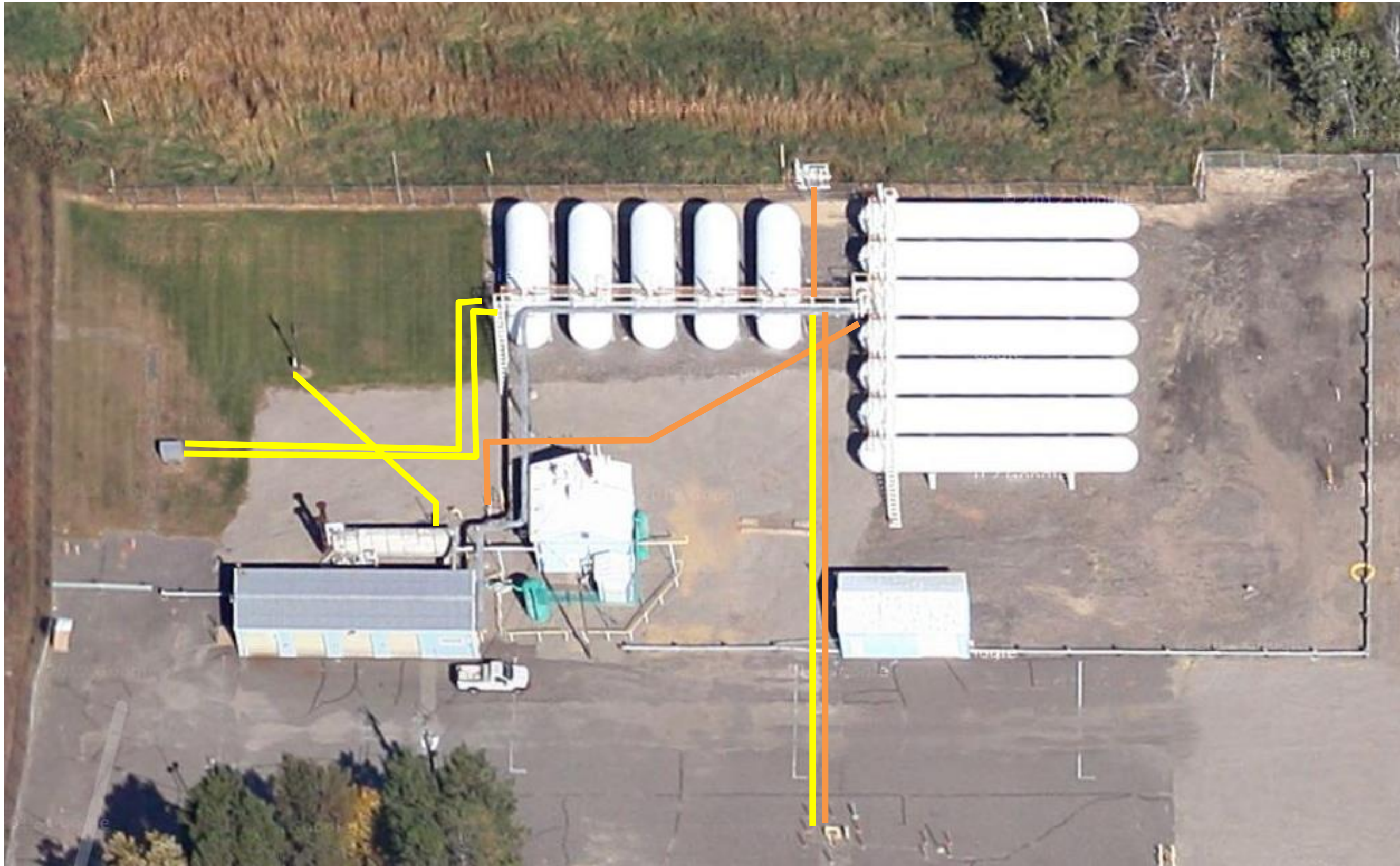
- Foundation in compressor building to be removed by CNP

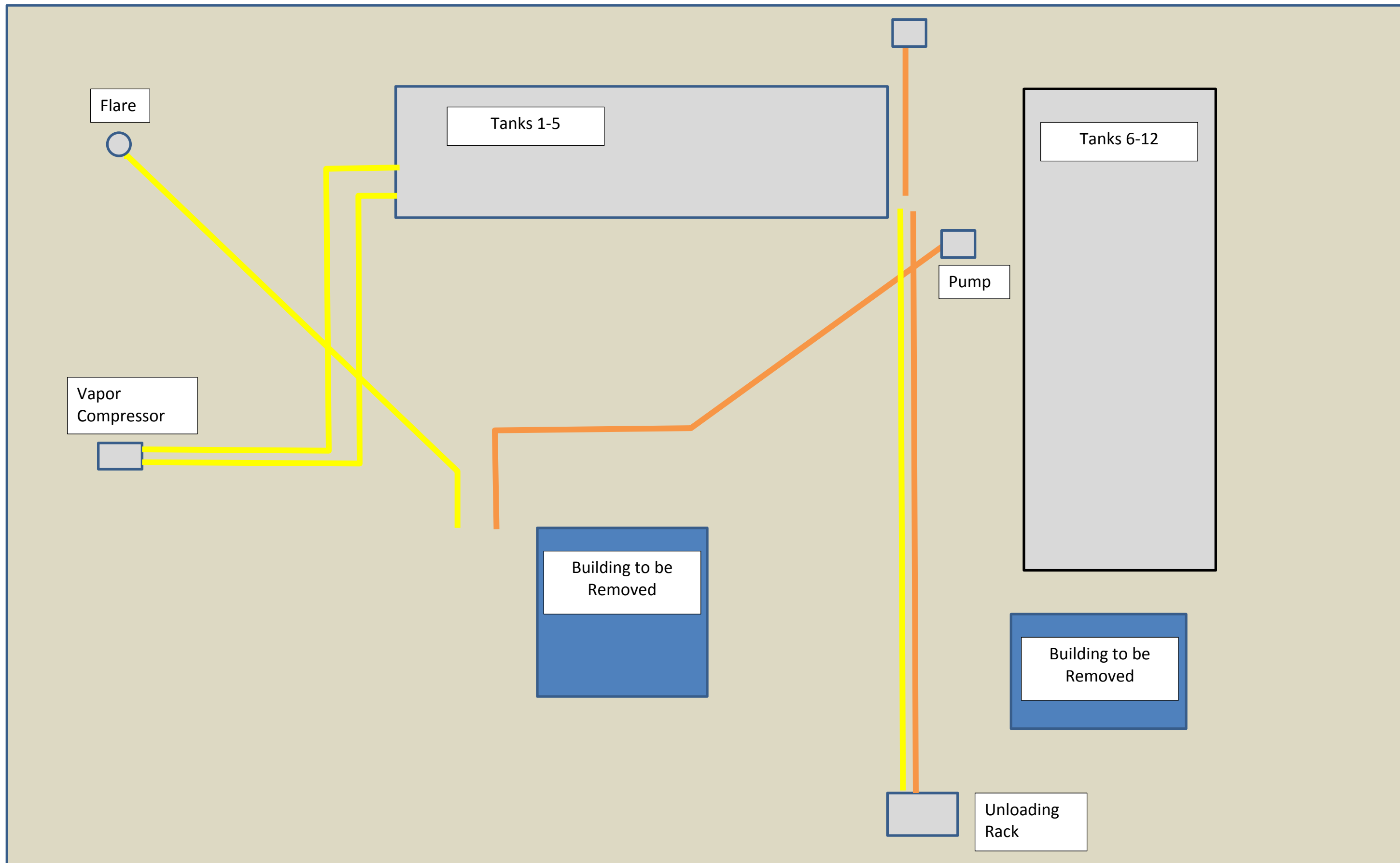


APPENDIX D –

Pictures of Site

Attachment D: Plant Piping





APPENDIX E –

Bid Distribution List

Bid List

CHS

Monte L. Rockow
Propane Supply Director
5500 Cenex Drive
Inver Grove Heights, MN 55077-1733
Email: monte.rockow@chsinc.com
T: 651.355.8424
F: 651.955.8499
C: 651.308.6461

CHS

Mark Miller
Propane Supply Manager
5500 Cenex Drive
Inver Grove Heights, MN 55077-1733
Email: monte.rockow@chsinc.com
T: 651.355.8512
F: 651.955.8499
C: 651.269.6588

Dawson Oil

Ken Mastel
Plymouth, MN 55447
E-mail: kkmastel@comcast.net
T: 763.550.9993
F: 763.550.9994
C: 612.720.9574

LPG Ventures

Ian Baanders
971 N. Jefferson
Kearney, MO 64060
E-mail: ian@lpgventures.com
T: 816.737.1306
C: 816.651.6369

Pocono Propane

Dustin Killeen
Crossville, TN 38555
E-mail: d.killeen@aol.com
T: 931.787.3761

Bob Killeen
E-mail: ppctanks@aol.com

Standby Systems

Ed Hoch

1313 Plymouth Ave N

Minneapolis, MN 55411

Email: eghoch@standby.com

T: 612.721.4473

F: 612.724.8434

C: 612.483.3757

Total Energy

Frank Kovacs

2 Hardscrabble Rd

North Salem, NY 10560

E-mail: fkovacs@totalenergy.com

T: 914.495.8645

F: 914.276.0229

C: 914.760.0193

Utility Partners

Boyden Kneen

PO Box 10756

St. Paul, MN 55110-0756

E-mail: boyd@utilityenergysystems.com

T: 651.762.3972

F: 651.493.3983

C: 651.762.8886

APPENDIX F –

Bids Received List

Bid Tab - Coon Rapids Peak Shaving Station						
Total of 7 bids were sent out						
Company	Equipment Purchase	Miscellaneous Price	Total	Cost to Remove		Net Payment to CNP
	Price					
LPG Ventures	\$ 490,000.00	\$ 10,000.00	\$ 500,000.00	\$ 100,000.00		\$ 400,000.00
Pocono Propane	\$ 420,000.00	\$ -	\$ 420,000.00	\$ 60,000.00		\$ 360,000.00
Total Energy	\$ 451,010.19	\$ -	\$ 451,010.19	\$ 110,000.00		\$ 341,010.19
Utility Partners	\$ 292,000.00	\$ 10,001.00	\$ 302,001.00	\$ 50,000.00		\$ 252,001.00
Standby Systems						No Bid
CHS						No Bid
Dawson Oil						No Response

PROPOSAL FORM

8-18-2015, 2015

CenterPoint Energy Resources, Corp,
1240 W River Pkwy
Minneapolis, MN 55454
ATTENTION: Andrew Rockwell

SUBJECT: CenterPoint Energy Resources, Corp,
Coon Rapids Peak Shaving Station
Sale and Removal of Plant Equipment and Piping
RFP - Revision A - 7 August 2015

We, the undersigned, having carefully examined the site of the proposed work and the plans and specifications, instructions to bidders and contract documents for the subject project, do hereby propose to furnish all labor, tools, materials, equipment, and incidentals required for the complete construction of said project and such other work as may be incidental thereto for the following unit or lump sum prices:

Purchase of Tanks and Removal of Remaining Equipment:

Equipment Purchase Price

12- 30,000 gallon propane tanks

420,000.⁰⁰

Miscellaneous Piping and Equipment

0

Plant Retirement Cost

Removal of equipment, piping and restoration of site

60,000.⁰⁰

Net Payment to CenterPoint Energy

360,000.⁰⁰

The successful bidder also agrees to enter into a contract with CenterPoint Energy Resources, Corp, within five (5) days after CenterPoint Energy Resources, Corp's acceptance of this Proposal or any section or sections thereof, and further agrees to complete the entire work covered in the contract within the time period specified.

In submitting this proposal, it is understood that CenterPoint Energy Resources, Corp, reserves all rights to reject any and all bids, and it is understood that this bid may not be withdrawn by Purchaser within a period of twenty (20) days after the scheduled time for the receipt of bids.

By signing and submitting your bid on this page, you acknowledge receipt of the bid package and have reviewed it in its entirety.

By: Richard A. Hays

Title: PRES

Company: POCONO PROPANE

Address: 1090 SPENCER RD
TOULAND, PA 18974

Phone: 215-322-9986

PROPOSAL FORM

August 21, 2015

CenterPoint Energy Resources, Corp,
1240 W River Pkwy
Minneapolis, MN 55454
ATTENTION: Andrew Rockwell

SUBJECT: CenterPoint Energy Resources, Corp,
Coon Rapids Peak Shaving Station
Sale and Removal of Plant Equipment and Piping
RFP – Revision A – 7 August 2015

We, the undersigned, having carefully examined the site of the proposed work and the plans and specifications, instructions to bidders and contract documents for the subject project, do hereby propose to furnish all labor, tools, materials, equipment, and incidentals required for the complete construction of said project and such other work as may be incidental thereto for the following unit or lump sum prices:

Purchase of Tanks and Removal of Remaining Equipment:

Equipment Purchase Price

12- 30,000 gallon propane tanks \$451,010.19

Miscellaneous Piping and Equipment \$0.00

Plant Retirement Cost


Removal of equipment, piping and restoration of site \$110,000

Net Payment to CenterPoint Energy \$341,010.19

The successful bidder also agrees to enter into a contract with CenterPoint Energy Resources, Corp, within five (5) days after CenterPoint Energy Resources, Corp's acceptance of this Proposal or any section or sections thereof, and further agrees to complete the entire work covered in the contract within the time period specified.

In submitting this proposal, it is understood that CenterPoint Energy Resources, Corp, reserves all rights to reject any and all bids, and it is understood that this bid may not be withdrawn by Purchaser within a period of twenty (20) days after the scheduled time for the receipt of bids.

By signing and submitting your bid on this page, you acknowledge receipt of the bid package and have reviewed it in its entirety.

By:  Frank Kovacs

Title: Sr. V.P. of Sales and Acquisitions

Company: Total Energy Corp

Address: 2 Hardscrabble Rd., North Salem, NY 10560

Phone: Direct. - 914-495-8645 or Office Main. - 1-800-682-0181 Ext. 13

PROPOSAL FORM

August 21, 2015

CenterPoint Energy Resources, Corp,
1240 W River Pkwy
Minneapolis, MN 55454
ATTENTION: Andrew Rockwell

SUBJECT: CenterPoint Energy Resources, Corp,
Coon Rapids Peak Shaving Station
Sale and Removal of Plant Equipment and Piping
RFP – Revision A – 7 August 2015

We, the undersigned, having carefully examined the site of the proposed work and the plans and specifications, instructions to bidders and contract documents for the subject project, do hereby propose to furnish all labor, tools, materials, equipment, and incidentals required for the complete construction of said project and such other work as may be incidental thereto for the following unit or lump sum prices:

Purchase of Tanks and Removal of Remaining Equipment:

Equipment Purchase Price

12- 30,000 gallon propane tanks

Miscellaneous Piping and Equipment

292,000
10,001

Plant Retirement Cost

Removal of equipment, piping and restoration of site

< 50,000 >

Net Payment to CenterPoint Energy

252,001

The successful bidder also agrees to enter into a contract with CenterPoint Energy Resources, Corp, within five (5) days after CenterPoint Energy Resources, Corp's acceptance of this Proposal or any section or sections thereof, and further agrees to complete the entire work covered in the contract within the time period specified.

In submitting this proposal, it is understood that CenterPoint Energy Resources, Corp, reserves all rights to reject any and all bids, and it is understood that this bid may not be withdrawn by Purchaser within a period of twenty (20) days after the scheduled time for the receipt of bids.

By signing and submitting your bid on this page, you acknowledge receipt of the bid package and have reviewed it in its entirety.

By: Boyden Kneen

Title:

Company: Utility Energy System

Address: 9901 Indigo Trail, N, Grant, MN 55115

Phone: 651-762-3972

Espitia, Carol A.

From: Espitia, Carol A.
Sent: Monday, August 24, 2015 8:15 AM
To: 'Ed Hoch'
Subject: RE: REMINDER: Revised Request for Proposal – Coon Rapids Peak Shaving Station - DUE TODAY BY 5 PM

Thanks your for responding. We will keep you on the potential bidders list for future projects.

Carol Espitia
Investment Recovery
CenterPoint Energy
713-945-6240 office
281-832-9269 cell

From: Ed Hoch [<mailto:eghoch@standby.com>]
Sent: Friday, August 21, 2015 3:42 PM
To: Espitia, Carol A.
Subject: Re: REMINDER: Revised Request for Proposal – Coon Rapids Peak Shaving Station - DUE TODAY BY 5 PM

Carol,

Thanks for your kind reminder. With the option to purchase the property eliminated from consideration, we're going to pass on making an offer.

Have a great weekend.

Best regards,
Ed

On 08/21/2015 02:03 PM, Espitia, Carol A. wrote:

This is to remind you that the attached request for proposal is due today, August 21, 2015 by 5 p.m.

Thank you,

Carol Espitia
Investment Recovery
CenterPoint Energy
713-945-6240 office
281-832-9269 cell

From: Espitia, Carol A.
Sent: Friday, August 14, 2015 1:28 PM
Cc: Heer, John W.; Rockwell, Andrew C.
Subject: Revised Request for Proposal – Coon Rapids Peak Shaving Station
Importance: High

Espitia, Carol A.

From: Espitia, Carol A.
Sent: Tuesday, August 18, 2015 9:50 AM
To: 'Rockow, Monte'
Cc: Heer, John W.; Rockwell, Andrew C.; Batey, Ron; Cote, Jim
Subject: RE: Revised Request for Proposal – Coon Rapids Peak Shaving Station

Thank you for your reply. We will keep you on the potential bidders list for future opportunities.

Carol Espitia
CenterPoint Energy
Investment Recovery
713-945-6240 office
281-832-9269 cell

From: Rockow, Monte [<mailto:Monte.Rockow@chsinc.com>]
Sent: Monday, August 17, 2015 7:53 AM
To: Espitia, Carol A.
Cc: Heer, John W.; Rockwell, Andrew C.; Batey, Ron; Cote, Jim
Subject: RE: Revised Request for Proposal – Coon Rapids Peak Shaving Station

Carol,
We have reviewed the information provided. At this time the assets do not fit for our needs. We will not be submitting a bid.
Thank You
Monte Rockow

Monte Rockow
Propane Supply & Trading



O 651-355-8424
C 651-308-6461

From: Espitia, Carol A. [<mailto:carol.espitia@centerpointenergy.com>]
Sent: Friday, August 14, 2015 1:28 PM
Cc: Heer, John W. <john.heer@centerpointenergy.com>; Rockwell, Andrew C. <andrew.rockwell@centerpointenergy.com>
Subject: Revised Request for Proposal – Coon Rapids Peak Shaving Station
Importance: High

CenterPoint Energy Resources, Corp. is issuing a revised Request for Proposal for the Coon Rapids Peak Shaving Station sale and removal of all plant equipment and piping. Please note the **extended bid due date is 5 p.m. August 21, 2015.**

The changes to the request for proposal include (but is not limited to) the following:

1. Option II, Purchase Site: (a bid on this Option is not required) has been removed and is no longer an option that is offered under this request for proposal. Attachment D has been deleted

APPENDIX G –

Sales Agreement

CENTERPOINT ENERGY RESOURCES, CORP.
SALES AGREEMENT NUMBER SA-C-2015-459

This Sales Agreement with the agreement number (this "Agreement") is between CenterPoint Energy Resources, Corp. (the "Company") and LPG Ventures ("Purchaser"). The Company and Purchaser are referred to in this Agreement individually as a "Party" and collectively as the "Parties."

The Company desires to sell to Purchaser, and Purchaser desires to purchase from the Company and take delivery of, the items identified in Box 5 of Part I (the "Purchased Items").

The Parties therefore agree as follows:

1. **Definitions.** "Affiliate" means, with respect to any specified Person, any other Person directly or indirectly controlling, controlled by or under common control with that specified Person; "Agreement" is defined in the introductory paragraph of Part II; "Business Day" means a day other than a Saturday, Sunday or other day on which banks located in Texas are authorized or required by Law to close; "Claim" means any claim, cause of action, demand, suit, litigation or any threat thereof; "Company" is defined in the introductory paragraph of Part II; "Effective Date" is defined in the introductory paragraph of Part II; "Governmental Entity" means any entity or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to United States federal, state, local, or municipal government, foreign, international, multinational or other government, including any department, commission, board, agency, bureau, subdivision, instrumentality, official or other regulatory, administrative or judicial authority thereof, and any non-governmental regulatory body to the extent that the rules and regulations or orders of such body have the force of Law; "Indemnitee" is defined in Section 6(a); "Laws" means all applicable laws, statutes, regulations, rules, treaties, ordinances, judgments, directives, permits, decrees, approvals, interpretations, injunctions, writs, orders or other similar legal requirements of any Governmental Entity having jurisdiction over the Parties, their respective officers, directors, employees, agents, Affiliates or representatives, or the subject matter of this Agreement, as may be in effect from time to time; "Loss" means any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fine, fee, penalty, court filing fee, court cost, arbitration fee or cost, witness fee, as well as each fee and cost of investigating and defending or asserting a Claim, including, without limitation, attorneys' fees and other professionals' fees and disbursements; "Notice" is defined in Section 11; "Party" and "Parties" are defined in the introductory paragraph of Part II; "Person" means an individual, a corporation, a partnership, a limited liability company, a trust, an unincorporated association, a Governmental Entity or any agency, instrumentality or political subdivision of a Governmental Entity, or any other entity or body; "Purchase Price" is defined in Section 3; "Purchased Items" is defined in the recitals of Part II; "Purchaser" is defined in the introductory paragraph of Part II; "Purchaser Party" means Purchaser, any subcontractor of Purchaser of any tier (including any third party transporter), as well as anyone directly or indirectly employed by any of them, any of their personnel or agents, and anyone for whose acts they may be liable; "Restricted Parties List" is defined in Section 0; "Site" means any property, warehouse, building or facility owned, leased or operated by the Company from time to time where any Purchaser Party is present for purposes of this Agreement; and "Third Party Claim" is defined in Section 6(b).
2. **Purchase and Sale.** Upon the terms and subject to the conditions of this Agreement, the Company shall sell to Purchaser, and Purchaser shall purchase from the Company and take delivery of, the Purchased Items.
3. **Price; Payment Terms.** The purchase price for the Purchased Items is stated in Box 6 of Part I (the "Purchase Price"). Purchaser shall pay the Purchase Price to the Company in accordance with the payment terms stated in Box 7 of Part I.
4. **Taxes.** All taxes, including, but not limited to, federal, state, provincial, local, or foreign net or gross income, gross receipts, net proceeds, sales, use, ad valorem, value added, withholding, excise, property, deed, stamp, alternative or add-on minimum, environmental, profits, windfall profits, transaction, transfer, license, lease, service, service use, occupation, energy, capital, premium, and any other taxes, assessments, customs duties, fees, levies or other governmental charges of any nature, whether disputed or not, together with any interest, penalties, additions to tax, or additional amounts with respect thereto, if any, due as a result of the purchase, sale, or transfer of the Purchased Items under this Agreement, whether imposed by Law on the Company or Purchaser, will be borne by Purchaser. The Company will duly and timely withhold, or cause to be duly and timely withheld, all taxes required to be withheld by it in accordance with any Law from any amount paid, or credited, or deemed to be paid or credited by it to or for the account of Purchaser, and will duly and timely remit, or cause to be duly and timely remitted, to the appropriate Governmental Entity such taxes required by Law to be remitted by it.
5. **Delivery of Purchased Items.** The Company will deliver, or cause to be delivered, the Purchased Items to Purchaser at the time and at the location stated in Box 8 of Part I. Purchaser will be solely responsible for, and shall pay all costs associated with, the delivery of the Purchased Items. The Company will not be liable to Purchaser for any costs incurred by Purchaser as a result of any delay in delivery of the Purchased Items.
6. **Title and Risk of Loss.** Title to and risk of loss of each Purchased Item will pass to Purchaser at the time of removal of tank and associated equipment from the foundation.
7. **EEO Compliance.** Contractor represents that it is in compliance with all applicable laws, regulations and orders with respect to equal employment opportunity and will provide to Company the certifications and representations regarding equal employment opportunity that Company may require under such laws, regulations and orders.

INDEMNIFICATION.

(A) PURCHASER SHALL AT ITS OWN EXPENSE PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS THE COMPANY AND ITS EMPLOYEES, AGENTS, PARTNERS, AFFILIATES, SHAREHOLDERS, DIRECTORS AND OFFICERS (EACH AN "INDEMNITEE"), AGAINST ANY LOSS ARISING OUT OF OR RELATING TO ANY ONE OR MORE OF THE FOLLOWING: (I) ANY PURCHASED ITEM AFTER TITLE TO SUCH ITEM HAS PASSED FROM THE COMPANY TO PURCHASER UNDER THIS AGREEMENT; (II) THE PRESENCE OF ANY PURCHASER PARTY ON ANY SITE; (III) ANY MISREPRESENTATION OR BREACH BY PURCHASER OF ANY REPRESENTATION OR WARRANTY IN THIS AGREEMENT OR ANY RELATED AGREEMENT OR CERTIFICATE, OR ANY ALLEGATION THAT WOULD, IF PROVEN, ESTABLISH SUCH A BREACH; (IV) ANY BREACH BY PURCHASER OF ANY COVENANT OR OTHER AGREEMENT IN THIS AGREEMENT OR ANY RELATED AGREEMENT OR CERTIFICATE, OR ANY ALLEGATION THAT WOULD, IF PROVEN, ESTABLISH SUCH A BREACH; (V) THE ACTS, OMISSIONS, NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF ANY PURCHASER PARTY; (VI) PROPERTY DAMAGE OR BODILY INJURY OR DEATH, AND FINES, PENALTIES, OR ASSESSMENTS ISSUED BY ANY GOVERNMENTAL ENTITY, IN EACH CASE TO THE EXTENT ARISING OUT OF OR RELATED TO THE FAILURE BY ANY PURCHASER PARTY TO COMPLY WITH LAW; AND (VII) ANY CLAIMS BY ANY GOVERNMENTAL ENTITY THAT DIRECTLY OR INDIRECTLY ARISE OUT OF OR RESULT FROM THE FAILURE OF A PURCHASER PARTY TO PAY, AS AND WHEN DUE, ALL TAXES, DUTIES, LEVIES, ASSESSMENTS, TARIFFS, IMPOSTS, FEES OR CHARGES OF ANY KIND (TOGETHER WITH ANY AND ALL INTEREST, PENALTIES, ADDITIONS TO TAX AND ADDITIONAL AMOUNTS IMPOSED WITH RESPECT THERETO) IMPOSED BY ANY GOVERNMENTAL ENTITY. AN INDEMNITEE MAY MAKE A CLAIM FOR INDEMNIFICATION UNDER THIS SECTION 6 BY PROVIDING NOTICE TO PURCHASER OF ANY CLAIM THAT DOES NOT INVOLVE A THIRD PARTY CLAIM. THE CLAIM SET FORTH IN THE NOTICE REQUIRED UNDER THE PRECEDING SENTENCE IS CONCLUSIVELY DEEMED A LOSS OF PURCHASER IF (A) THE INDEMNITEE HAS PROVIDED THAT NOTICE AND (B) PURCHASER DOES NOT DISPUTE ITS LIABILITY WITHIN 30 DAYS AFTER RECEIPT OF THAT NOTICE. IF A CLAIM HAS BEEN DEEMED A LOSS OF PURCHASER UNDER THIS SECTION 6(A), PURCHASER SHALL PAY TO THE INDEMNITEE ON DEMAND THE AMOUNT OF THE LOSS AND ANY OTHER RELATED PAYMENTS TO WHICH THE INDEMNITEE IS ENTITLED UNDER THIS SECTION 6.

(B) AN INDEMNITEE SHALL PROVIDE NOTICE TO PURCHASER WITHIN A REASONABLE PERIOD OF TIME AFTER RECEIVING WRITTEN NOTICE FROM A THIRD PARTY OF THE COMMENCEMENT OF ANY LEGAL ACTION OR WRITTEN NOTICE OF ANY CLAIMS OR THREATENED CLAIMS AGAINST THAT INDEMNITEE FOR WHICH PURCHASER MAY BE LIABLE (A "THIRD PARTY CLAIM"). ANY FAILURE BY AN INDEMNITEE TO PROVIDE NOTICE WITHIN A REASONABLE TIME WILL NOT AFFECT PURCHASER'S OBLIGATIONS UNDER THIS SECTION 6, UNLESS AND ONLY TO THE EXTENT THAT PURCHASER HAS SUFFERED SOME MATERIAL PREJUDICE DUE TO INDEMNITEE'S DELAY. IF PURCHASER WISHES TO ASSUME THE DEFENSE OF THE THIRD PARTY CLAIM, IT SHALL DO SO BY SENDING NOTICE OF THE ASSUMPTION TO THE INDEMNITEE. IF PURCHASER ASSUMES THE DEFENSE OF A THIRD PARTY CLAIM, PURCHASER SHALL INDEMNIFY THE INDEMNITEE FROM ALL LOSSES SUFFERED AS A RESULT OF THAT THIRD PARTY CLAIM. PROMPTLY AFTER SENDING THE NOTICE, PURCHASER SHALL CHOOSE AND EMPLOY INDEPENDENT LEGAL COUNSEL ACCEPTABLE TO THE INDEMNITEE. AFTER SENDING THE NOTICE, SUBJECT TO SECTIONS 6(C) AND 6(D), PURCHASER IS ENTITLED TO CONTEST, PAY, SETTLE OR COMPROMISE THE CLAIM AS IT DETERMINES, EXCEPT THAT IF ANY OF THE INDEMNITEE'S INSURANCE POLICIES PROVIDE COVERAGE FOR THE CLAIM, THAT CONTROL WILL BE EXERCISED IN COORDINATION WITH ANY INSURER PROVIDING THE APPLICABLE INSURANCE COVERAGE.

(C) NOTWITHSTANDING SECTION 6(A), AN INDEMNITEE IS ENTITLED, BUT NOT OBLIGATED, TO: (I) PARTICIPATE IN THE DEFENSE OF A THIRD PARTY CLAIM; AND (II) DEFEND A THIRD PARTY CLAIM WITH COUNSEL OF ITS OWN CHOOSING AND WITHOUT THE PARTICIPATION OF PURCHASER IF: (A) PURCHASER FAILS OR

REFUSES TO DEFEND THE THIRD PARTY CLAIM; (B) PURCHASER AND INDEMNITEE HAVE MATERIALLY DIVERGENT INTERESTS IN THE OUTCOME OF THE THIRD PARTY CLAIM; OR (C) REPRESENTATION OF PURCHASER AND THE INDEMNITEE BY THE SAME COUNSEL WOULD, IN THE OPINION OF THE INDEMNITEE, CONSTITUTE A CONFLICT OF INTEREST.

(D) IF PURCHASER ASSUMES THE DEFENSE OF A THIRD PARTY CLAIM, IT MAY NOT AFFECT ANY COMPROMISE OR SETTLEMENT OF THE THIRD PARTY CLAIM WITHOUT THE CONSENT OF THE INDEMNITEE, AND THE INDEMNITEE HAS NO LIABILITY WITH RESPECT TO ANY COMPROMISE OR SETTLEMENT OF ANY THIRD PARTY CLAIM EFFECTED WITHOUT ITS CONSENT. NOTWITHSTANDING THE PRECEDING, PURCHASER MAY EFFECT A COMPROMISE OR SETTLEMENT OF ANY THIRD PARTY CLAIM WITHOUT THE INDEMNITEE'S CONSENT IF ALL OF THE FOLLOWING CONDITIONS ARE MET: (I) THERE IS NO FINDING OR ADMISSION OF ANY VIOLATION OF LAW OR ANY VIOLATION OF THE RIGHTS OF ANY PERSON AND NO EFFECT ON ANY OTHER CLAIM THAT MAY BE MADE AGAINST THE INDEMNITEE; (II) THE SOLE RELIEF PROVIDED IS MONETARY DAMAGES THAT ARE PAID IN FULL BY PURCHASER; (III) THE COMPROMISE OR SETTLEMENT INCLUDES, AS AN UNCONDITIONAL TERM, THE CLAIMANT'S OR PLAINTIFF'S RELEASE OF THE INDEMNITEE, IN FORM AND SUBSTANCE SATISFACTORY TO THE INDEMNITEE, FROM ALL LIABILITY IN RESPECT OF THE THIRD PARTY CLAIM; (IV) THE COMPROMISE OR SETTLEMENT INCLUDES CONFIDENTIALITY PROVISIONS IN FORM AND SUBSTANCE SATISFACTORY TO THE INDEMNITEE; (V) PURCHASER HAS COORDINATED THAT COMPROMISE OR SETTLEMENT WITH ANY INSURER AS REQUIRED UNDER ANY APPLICABLE INSURANCE POLICIES PROVIDING COVERAGE FOR THAT THIRD PARTY CLAIM; AND (VI) THE INDEMNITEE DOES NOT BELIEVE THAT THE MATTER IN QUESTION MAY INVOLVE POTENTIAL CRIMINAL LIABILITY AGAINST THE INDEMNITEE.

(E) NOTWITHSTANDING SECTION 13, ANY INDEMNITEE THAT IS NOT A PARTY TO THIS AGREEMENT IS A THIRD PARTY BENEFICIARY OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. ANY MODIFICATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS IS BINDING UPON THOSE INDEMNITEES, AND ANY ACTION TAKEN OR CONSENT GIVEN BY THE COMPANY IS BINDING UPON THOSE INDEMNITEES FOR PURPOSES OF THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE OBLIGATIONS OF PURCHASER UNDER THIS SECTION 6 WILL SURVIVE THE CONSUMMATION, COMPLETION OR TERMINATION OF THIS AGREEMENT.

8. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL THE COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS) ARISING FROM ANY CLAIM WHATSOEVER, WHETHER BASED ON TORT, WARRANTY, CONTRACT OR ANY OTHER LEGAL THEORY, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S AGGREGATE LIABILITY SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED THE AMOUNT PAID BY PURCHASER TO THE COMPANY UNDER THIS AGREEMENT FOR THE PURCHASED ITEMS RELATED TO THE CLAIM. THE RELEASES, INDEMNITIES, WAIVERS, ASSUMPTIONS OF AND LIMITATIONS ON LIABILITIES AND REMEDIES IN THIS AGREEMENT APPLY, TO THE EXTENT PERMITTED BY LAW, EVEN IN THE EVENT OF FAULT, NEGLIGENCE, OR STRICT LIABILITY OF THE PERSON RELEASED OR INDEMNIFIED, WHOSE LIABILITY IS LIMITED OR ASSUMED, OR AGAINST WHOM RIGHTS ARE WAIVED. THE PARTIES AGREE THAT THIS SECTION 8 IS CONSPICUOUS AND SATISFIES THE EXPRESS NEGLIGENCE RULE.

9. **Warranties Disclaimer.** The Company is not a manufacturer of the Purchased Items and is not in the business of selling items like the Purchased Items in the ordinary course of its business. THE PURCHASED ITEMS ARE BEING TRANSFERRED TO PURCHASER "AS IS, WHERE IS" AND WITH ALL FAULTS. THE COMPANY MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PURCHASED ITEMS, INCLUDING, WITHOUT LIMITATION, THE DESIGN OR CONDITION OF THE PURCHASED ITEMS, THE MERCHANTABILITY, DURABILITY, SUITABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PURCHASED ITEMS, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PURCHASED ITEMS, AND THE COMPANY HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY (WHICH DISCLAIMER PURCHASER HEREBY ACKNOWLEDGES). THE COMPANY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY DEFECTS, EITHER PATENT OR LATENT (WHETHER OR NOT DISCOVERABLE BY PURCHASER) IN THE PURCHASED ITEMS, OR FOR ANY DIRECT OR INDIRECT DAMAGE TO PERSONS OR PROPERTY RESULTING THEREFROM, OR FOR PURCHASER'S LOSS OF USE OF THE PURCHASED ITEMS OR FOR ANY INTERRUPTION IN PURCHASER'S BUSINESS CAUSED BY PURCHASER'S INABILITY TO USE THE PURCHASED ITEMS FOR ANY REASON WHATSOEVER.

10. **Purchaser's Representations and Warranties.** Contractor, its employees and subcontractors, will comply with all applicable federal and state laws, including "Gopher State One-Call," environmental laws, equal employment opportunity laws; the U.S. Department of Transportation's nondiscrimination regulations as set forth in the Code of Federal Regulations, Title 49, Part 21; as well as all regulations, rules, ordinances, codes, easement or permit restrictions, Work Orders, Change Orders, Company manuals, drawings, specifications, and written or oral instructions from Company's Authorized Representative.

11. **Purchaser's Warranty.** Contractor will provide labor and equipment in sufficient quantity to maintain Work schedules and prevent construction delays and will be liable to Company for damages if it fails to do so. Additionally, Contractor warrants that the Work will be performed pursuant to the Contract and to Company's satisfaction using sound, professional practices consistent with accepted industry standards. If Contractor's Work does not meet this Warranty while the Work is in progress, or within one (1) year after Company accepts the Work, Contractor will re-perform the Work at its sole expense. In addition, Contractor will extend the Warranty on the re-performed Work through its original Warranty date or an additional twelve (12) months following completion or re-performance, whichever period shall expire last.

12. **Restricted Parties.** Purchaser represents and warrants that (a) none of the Purchaser Parties appear on, or are associated with any name or entity on, the Restricted Parties List, and (b) Purchaser has no knowledge of any circumstances that may affect the accuracy of clause (a), including, but not limited to, investigations of, or debarment proceedings against, Purchaser, any Purchaser Party or any Person with which either of them is associated. Purchaser shall immediately notify the Company if it becomes aware of any such circumstances. "Restricted Parties List" means the United States Department of Commerce Entity List, Denied Persons List, and Unverified List, the United States Department of Treasury Specially Designated Nationals and Blocked Persons List, and the United States Department of State Debarred Parties List.

13. **Hunting, Fishing and Firearms.** Purchaser shall not, and shall cause each Purchaser Party not to, hunt, fish or possess any weapons, firearms or other similar items at any Site or any other property owned, leased or controlled by the Company. The Company may inspect any Purchaser Party and any of its vehicles entering and leaving any Site or other property owned, leased or controlled by the Company to confirm that Purchaser Party's compliance with this Section 0. Purchaser shall notify each Purchaser Party that a violation of this Section 0 may result in prosecution under Law, including trespassing Laws and Laws relating to the possession of weapons, firearms and other similar items.

10. **Further Assurances.** If at any time after the Effective Date any further action is necessary or appropriate to carry out the purposes of this Agreement, Purchaser shall take, or cause to be taken, that action.

11. **Notices.**

(a) For a notice or any other communication under this Agreement (a "Notice") to be valid, it must be in writing and signed by the sending Party, and the sending Party must use one of the following methods of delivery: (i) personal delivery; (ii) registered or certified mail, in each case, return receipt requested and postage prepaid; or (iii) nationally or internationally recognized overnight courier, with all fees prepaid.

(b) For a Notice to be valid, it must be addressed to the receiving Party at the following address for the receiving Party or to any other address designated by the receiving Party in a Notice in accordance with this Section 11: (i) if to the Company, the address stated in *Box 3 of Part I*; and (ii) if to Purchaser, the address stated in *Box 4 of Part I*.

(c) Subject to Section 11(d), a valid Notice is effective when received by the receiving Party in accordance with Sections 11(a) and 11(b). A Notice is deemed to have been received as follows: (i) upon receipt as indicated by the date on the signed receipt; or (ii) if the receiving Party rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no Notice was given, then upon that rejection, refusal or inability to deliver.

(d) If a Notice is received after 5:00 p.m. local time on a Business Day at the location specified in the address for the receiving Party, or on a day that is not a Business Day, then the Notice is deemed received at 9:00 a.m. local time on the next Business Day. If more than one method for delivery of a Notice under Section 11(a) is used, the earliest Notice date under Section 11(c) will control. If a Party gives Notice under this Section 11 that it has a permitted successor or assign, then a Notice will be given as set forth in this Section 11 also to that

successor or assign.

12. **Assignment and Delegation.** Purchaser shall not assign any part of its rights or delegate any performance under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, without the Company's prior written consent. The Company may withhold consent for any or no reason in its sole and absolute discretion. For purposes of this Agreement: (a) a "change in control" is deemed an assignment; (b) "control" means the power, directly or indirectly, to (i) vote more than 50% of the securities that have ordinary voting power for the election of Purchaser's directors or managers, or (ii) direct or cause the direction of the management and policies of Purchaser whether by voting power, contract or otherwise; and (c) "merger" refers to any merger in which Purchaser participates, regardless of whether it is the surviving or disappearing entity. Any purported assignment of rights or delegation of performance in violation of this Section 12 is void and of no effect. The Company is entitled to assign its rights or delegate performance under this Agreement, in whole or in part.

13. **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any Person other than the Parties.

14. **Counterparts.** The Parties may sign this Agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

15. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable: (a) the remaining provisions of this Agreement will remain in full force, if the essential terms and conditions of this Agreement for both Parties remain valid, legal and enforceable; and (b) the court or other tribunal rendering the provision invalid, illegal or unenforceable shall modify this Agreement so as to effect the original intent of the Parties to the fullest extent permitted by applicable Law.

16. **Merger.** This Agreement contains the entire agreement between the Parties, and is the complete and exclusive expression of the Parties' agreement on the subject matter of this Agreement. This Agreement supersedes all other oral or written agreements or policies relating to this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings or performance. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. No conditions precedent to the effectiveness of this Agreement exist other than those expressly stated in this Agreement.

17. **Modification; Waiver.** No amendment of this Agreement will be effective unless it is in writing and signed by the Parties. No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the Party granting the waiver, and no such waiver will constitute a waiver of satisfaction of any other condition or nonperformance of any other obligation. To be valid, any document signed by a Party in accordance with this Section 17 must be signed by an officer or other representative of that Party authorized to do so.

18. **Governing Law; Jurisdiction; Venue.** The laws of the State of Texas, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates, including, but not limited to, its validity, interpretation, construction, performance, and enforcement. Purchaser hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts of the State of Texas and of the United States of America located in State of Texas, County of Harris, for any actions, suits, or proceedings arising out of or relating to this Agreement. Purchaser hereby irrevocably and unconditionally waives any objection to the laying of venue of any action, suit, or proceeding arising out of this Agreement, in the courts of the State of Texas or the United States of America located in State of Texas, County of Harris, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit, or proceeding brought in any such court has been brought in an inconvenient forum.

19. **Insurance.**

(a) Purchaser shall have general liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form (dated 2004 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, with respect to all transactions contemplated hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than \$2,000,000 for General Aggregate and \$1,000,000 for Products – Comp/Ops Aggregate, Personal & Advertising Injury, and Each Occurrence. Purchaser shall carry automobile liability insurance on a form no less broad than the coverage provided by a "Business Automobile Liability Insurance" form (dated 1985 or thereafter) promulgated by the Insurance Services Office, on all owned or hired autos, as well as non-owned autos, in an amount not less than \$1,000,000 combined single limit, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.

(b) All insurance policies shall include CenterPoint Energy, Inc., including its direct and indirect subsidiaries and affiliates, including limited liability companies, as additional insureds using appropriate endorsements, and shall include language that such insurance shall respond as primary insurance and shall not require contribution from any other insurance that may be maintained by CenterPoint Energy, Inc. or its direct and indirect subsidiaries and affiliates, including limited liability companies.

(c) All insurance policies shall include full waivers of subrogation in favor of CenterPoint Energy, Inc., including its direct and indirect subsidiaries and affiliates, including limited liability companies, unless waiver of subrogation is prohibited by the law governing such insurance.

(d) The Company may waive any or all of the requirements of this Section 19 by expressly stating the specific provision(s) to be waived in Box 9.

20. Representations & Warranties

Contractor represents that Contractor Personnel provided hereunder shall conform to the qualifications and experience represented by Contractor and that performance of Contractor Personnel shall reflect sound professional knowledge, skill and judgment consistent with accepted industry standards for the type of services performed.

Contractor does not assume Company's responsibility, if any, for injury or death to persons or damages to property or adverse effects on the environment arising out of the creation or existence of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the release thereof or the violation of any law or regulation relating thereto, existing at the Jobsite prior to commencement of the performance of services hereunder. However, Contractor represents that its employees, agents and Subcontractors are properly trained and equipped to work in contaminated environments, and, Contractor, at its own expense, will **INDEMNIFY, DEFEND and HOLD HARMLESS COMPANY**, its subsidiaries, affiliates, employees, agents, successors and assigns against any and all claims, damages and expenses (including but not limited to, reasonable attorneys' fees) arising out of or in any way related to personal injuries, including death, or property damages allegedly suffered by Contractor, its Subcontractors, or their respective employees or agents, either due to the presence of or exposure to any type of hazardous or toxic waste, material, chemical, compound or pollution at or near the Jobsite **REGARDLESS OF ANY PARTIAL NEGLIGENCE OR STRICT LIABILITY ON THE PART OF THE INDEMNIFIED PERSON OR ENTITY.**

Contractor shall have the sole responsibility for, and hereby represents that it has, by careful examination, satisfied itself concerning the nature and location of Work and the general and local conditions, and particularly, but without limitation, with respect the following: those affecting transportation, access, disposal, handling and storage of equipment and materials (including, but not limited to, a determination that the native soil is contamination free and constitutes an inert material). Failure of Contractor to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or costs of successfully performing the Work.

Contractor represents and warrants that all Contractor Personnel furnished to Company pursuant to the terms of the Contract are not bound by any other employment agreement, restrictions, obligations, or covenants not to compete (contractual or otherwise), which do or would in any way interfere or be inconsistent with the Work to be performed by such Contractor Personnel hereunder. Contractor shall require Contractor Personnel to execute Company's Contractor Personnel Representations, Warranties and Disclosures form. **CONTRACTOR SHALL, AT ITS OWN EXPENSE, PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS Company, ITS SUBSIDIARIES AND OTHER CORPORATE AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL LIABILITY, LOSS OR DAMAGES ASSESSED AGAINST OR INCURRED BY COMPANY, ITS SUBSIDIARIES AND OTHER CORPORATE AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND**

EMPLOYEES, OR ANY OF THEM (INCLUDING ATTORNEYS' FEES AND COURT COSTS INCURRED BY ANY PARTY INDEMNIFIED HEREUNDER) OR OTHERWISE SUFFERED BY ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF NONCOMPLIANCE BY CONTRACTOR OR SUBCONTRACTORS WITH THIS SECTION. THIS INDEMNITY SHALL BE EFFECTIVE AND ENFORCEABLE REGARDLESS OF ANY STRICT LIABILITY OR NEGLIGENCE ON THE PART OF Company, ITS SUBSIDIARIES OR OTHER CORPORATE AFFILIATES.

Neither payment, nor any other provision of the Contract, nor partial or entire use of the Work by Company shall relieve Contractor of its liability with respect to the warranties contained in the Contract.

INSURANCE

Insurance

Prior to beginning Work, Contractor will obtain, maintain, and pay for such insurance as may be required by the Contract and to effect the provisions of the Indemnification section herein. The coverage of such policies is set forth below.

Insurance Requirements

Contractor agrees to procure and to maintain in full force and effect, at Contractor's sole expense, insurance of the following types and amounts, written by insurance companies satisfactory to Company, authorized to do business in the state where the work is being performed, and having an A.M. Best's Rating of not less than "A- VII":

Workers' Compensation and Employers' Liability

Contractor shall carry statutory Workers' Compensation Insurance covering Contractor's employees in compliance with all requirements of the Workers' Compensation laws of all states in which Contractor performs work hereunder.

In addition, Contractor shall carry Employer's Liability Insurance covering all operations and work hereunder in an amount not less than the following:

Each Accident	\$1,000,000
Each Disease, Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000

In addition, Contractor shall carry insurance in compliance with the U.S. Longshoreman's and Harbor Worker's Act, Outer Continental Shelf Act and covering Jones Act liability, if Contractor's performance hereunder involves marine exposures.

General Liability Insurance

Contractor shall carry general liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form (dated 2004 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, broad form property damage liability, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than:

General Aggregate	\$2,000,000
Products – Completed/Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Automobile Liability Insurance

Contractor shall carry Automobile Liability Insurance on a form no less broad than the coverage provided by a Business Automobile Liability Insurance form (dated 1985 or thereafter) promulgated by the Insurance Services Office, on all owned or hired autos, as well as non-owned autos, in an amount not less than \$1,000,000 combined single limit, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.

Excess Liability Insurance

Contractor shall carry Excess Liability Insurance that follows the form of the underlying primary liability insurance required by Employers Liability only, General Liability, and Automobile Liability, in an amount not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate.

In addition, Contractor shall carry insurance in compliance with the U.S. Longshoreman's and Harbor Worker's Act, Outer Continental Shelf Act and covering Jones Act liability, if Contractor's performance hereunder involves marine exposures.

Deductibles

Any and all deductibles, or self-insured retentions, of all insurance policies required hereunder shall be assumed by, for the account of, and at the Contractor's sole risk and expense, and shall not be billed to or payable by Company, or its direct and indirect subsidiaries and affiliates, including limited liability companies.

Additional Insureds

The insurance required by General Liability, Automobile Liability, Cyber Liability (if required), Pollution Liability (if required), Professional Liability (if required), Rigging (if required), Aircraft (if required), and Excess Liability (if required) Sections shall include Company, including its direct and indirect subsidiaries and affiliates including Limited Liability Companies, as additional insureds, to the extent allowed by law, with respect to all operations and work hereunder, as to the full limits of liability purchased by Contractor (including limits greater than the minimum limits required herein), and shall include language providing:

That such insurance applies separately to each insured against whom claim is made or suit is brought; and

That such coverage to Company, including its subsidiaries and affiliates, no less broad than one or the other of the following alternatives: (a) the coverage afforded to the named insured under the policy with respect to the work or services to be performed hereunder; or (b) the coverage afforded by the combination of Insurance Services Office Endorsements' CG 20 33 07 04 (entitled "Additional Insured – Owners, Lessees or Contractors – Automatic Status When Required in Construction Agreement with You) and CG 20 37 07 04 (entitled "Additional Insured – Owners, Lessees or Contractors – Completed Operations"); and,

That such insurance shall respond as primary insurance and shall not contribute with any other valid and collectible other insurance that may be maintained by Company, or its direct and indirect subsidiaries and affiliates.

Waiver of Subrogation

The insurance required by Workers Compensation and Employers' Liability, General Liability, Automobile Liability, Excess Liability (if applicable), Cyber Liability (if applicable), Pollution Liability (if applicable), Rigging (if applicable), Aircraft (if applicable), and Professional Liability (if applicable) Sections shall include full Waivers of Subrogation in favor of Company, including its direct and indirect subsidiaries and affiliates and Limited Liability Companies, unless Waiver of Subrogation is prohibited by the law governing such insurance. For the avoidance of doubt, Contractor agrees that it presently releases all claims against Company that may arise in the future within the scope of the subrogation waiver required by this paragraph.

Certificates of Insurance

Contractor shall furnish Company with Certificates of Insurance signed by Contractor's insurance agent, showing Contractor's procurement of the insurance required hereunder. Each such Certificate shall accurately reflect insurance in place, shall be in a form satisfactory to Company, and shall contain language:

Expressly and specifically referring to the Contract, "Contract Number, Purchase Order Number or unique reference ; (the Contract to which this is attached);

A copy of the cancellation provisions and in addition to the certificate Contractor shall provide thirty (30) days written notice (except ten (10) days written notice in the case of nonpayment of premium) to the Company prior to cancellation of or material change in the coverage;

Confirming that Company, including its direct and indirect subsidiaries, affiliates and Limited Liability Companies, are Additional Insureds, as required by Additional Insureds Section hereof;

Confirming Waiver of Subrogation in favor of Company, including its direct and indirect subsidiaries, affiliates and Limited Liability Companies, as required by the Waiver of Subrogation Section hereof; and,

Attaching the language or endorsement(s) by which Company including its direct and indirect subsidiaries, affiliates, and Limited Liability Companies is made an additional insured and coverage is primary and non-contributing.

Contractor warrants the complete accuracy of all information provided on every Certificate of Insurance provided by Contractor, or provided by Contractor's agent or broker, to Customer. Supplier agrees to assure that Company receives in fact the notifications required in paragraph reading: "A copy of the cancellation provisions and in addition to the certificate Contractor shall provide thirty (30) days written notice (except ten (10) days written notice in the case of nonpayment of premium) to the Customer prior to cancellation of or material change in the coverage" above.

Contractor agrees to provide Company with true, correct and complete photo / electronic copies, or to make available for inspection the originals, of all policies of insurance that Contractor is required to procure and maintain in force under this Contract within three (3) business days after receipt of Company's request.

Claims-Made Insurance

If the insurance required hereunder is procured on a form affording claims-made coverage, then (i) all limits stated above as "per occurrence" shall be understood to mean "per claim" or "per occurrence," as is consistent with the terms of the claims-made policy; and, (ii) such claims-made insurance shall not provide for a retroactive date later than the commencement of Contractor's performance hereunder. All insurance as required herein shall be primary to any other insurance coverage purchased and shall be issued by an insurer authorized to do business in the state where the work is being performed.

Reinstatement of Impaired Limits

In the event that the required aggregate limits of liability of any insurance required hereunder are reduced or impaired by 50% or more, then Contractor shall give Company notice of the impairment and promptly cause such impaired limits to be reinstated to the required limits.

Subcontractors' Insurance

Contractor shall cause its Subcontractors, including all persons hired by Contractor who are not Contractor's employees, who perform any part of the Work hereunder, to procure and to maintain in full force and effect insurance of the types and amounts, and meeting all the requirements of contractor.

Term of Required Insurance

All terms of these insurance requirements shall survive termination of this contract and shall continue until thirty (30) days past the final completion of all Work or services to be provided hereunder, including the performance of any warranty work. In addition, Contractor shall maintain in force and effect completed operations coverage under the insurance policies required by General Liability and Excess Liability (if applicable), and any "claims-made" coverage within Claims-Made Insurance Sections, for a minimum of two (2) years after final completion of all Work or services to be provided hereunder. Contractor shall purchase an extended reporting period, or "tail coverage," if necessary to comply with the latter requirement.

No Waiver by Company

Contractor's failure to provide insurance as required hereunder, or Contractor's failure to supply Certificates of Insurance that comply with Certificates of Insurance Section, above or the failure of Company to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of these provisions or deficiencies in the insurance obtained, shall neither constitute a waiver by Company of any of the these Insurance Requirements, nor a waiver of any other terms and conditions of this contract, including Contractor's obligations to defend, indemnify, and hold harmless Company (including subsidiaries and affiliates), as required herein.

Performance and Payment Bond

Contractor shall carry a Payment and Performance Bond in the amount of <%Percentage.of.total.contract.value.for.Performance.Bond%>% of the value of the total contract. Such bond(s) shall be specifically approved by Company and maintained through the life of the Contract and until all Subcontractors, vendors, or suppliers have released Contractor from all obligations. Bond value may be increased or decreased upon notice given to Contractor.

Termination for Cause

Company shall have the right to terminate the Contract in whole or in part at any time by written Notice to Contractor if Contractor (1) materially fails to perform any of the provisions of the Contract; (2) makes any assignment for the benefit of creditors; or (3) fails to make progress so as to give Company reason to believe such failure to make progress may endanger performance of the Contract in accordance with its terms; and Contractor, in any of these circumstances, does not provide adequate assurances of performance within a period of ten (10) days (or such longer period as Company may authorize in writing) after receipt of said Notice from Company specifying such failure.

Payment for completed Work delivered to and accepted by Company shall be made in accordance with the Contract Price. However, Company may withhold from amounts otherwise due Contractor such sums as Company determines to be necessary to protect itself against loss or damage.

If, after Notice of Termination under the provisions of this section (Termination for Cause), it is determined for any reason that Contractor was not in default of the Contract or if Company elects to excuse such default, the rights and obligations of the Parties shall be the same as if Notice of Termination had been given pursuant to Termination for Convenience section.

In the event of termination, those provisions of the Contract that by their nature continue beyond Acceptance under the Contract shall remain in full force and effect after such termination.

The rights and remedies of Company provided in this section (Termination for Cause) shall not be exclusive and are in addition to any other rights and remedies provided under the Contract or at law or in equity.

In the event Company terminates the Contract as herein provided, it may procure, upon such terms and in such manner it may deem appropriate, completion of the Work, any part or combination thereof, so terminated, or it may procure the terminated Work, any part or combination thereof, from another Contractor at its sole discretion, and Contractor shall be liable to Company for the costs of such procurement and completion of said Work, including third party or subcontractor or supplier costs incurred by Contractor. Contractor shall continue the performance of the Contract to the extent not terminated under the provisions of this section (Termination for Cause).

If the Contract is terminated as herein provided, Contractor shall deliver to Company, in the manner and to the extent directed by Company, (1) any completed Work, and (2) such partially completed Work as Contractor has specifically produced or acquired for the performance of the Contract; and Contractor shall, as directed by Company, protect and preserve such Work in the possession of Contractor in which Company has an interest until such time as said Work has been delivered to Company and title to such Work has passed to Company.

Termination for Convenience

The Contract may be terminated by Company at any time, in whole or in part, at Company's sole and absolute discretion. Any such termination shall be effected by written Notice from Company to Contractor specifying the extent to which the Contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, Contractor shall submit to Company its final invoice, which shall be exclusive of any special, indirect, incidental or consequential damages, loss of profits, or expenses, in the form and with certification prescribed by Company. Such invoice shall be submitted promptly, but in no event later than three (3) months from the effective date of termination. Upon failure of Contractor to submit its final invoice within the time allowed, Company may determine, on the basis of information available to it, the amount, if any, due to Contractor by reason of the termination and shall thereupon pay to Contractor the amount so determined which amount shall be full compensation as to any claims arising under the Contract.

Contractor shall, from the effective date of termination until the expiration of three (3) years after final payment under the Contract, preserve and make available to Company or its authorized representative, at all reasonable times at the office of Contractor but without direct charge to Company or its authorized representative, all Contractor's books, records, documents and other evidence regarding the settlement costs and expenses of Contractor relating to the Contract terminated hereunder, or, to the extent approved by Company, photocopies, microcopies or other authentic reproductions thereof.

The rights and remedies of Company provided in Termination section shall not be exclusive and are in addition to any other rights and remedies provided under the Contract or at law or in equity.

In the event of termination, those provisions of the Contract that by their nature continue beyond the Completion Date or Final Acceptance under the Contract shall remain in full force and effect after such termination.

DISPUTE RESOLUTION

The Parties shall attempt to resolve any controversy, claim or dispute arising out of or relating to the Contract or the construction, interpretation, performance, breach, termination, enforceability or validity thereof promptly by face to face negotiation between representatives who have full and complete authority to settle any controversy, claim, or dispute. Such face to face negotiation shall occur prior to the commencement of any litigation or the filing of any lawsuit with the court.

Any Party may give the other Party written notice of any dispute (a "Dispute Notice") by sending same by certified mail, return receipt requested, to the other Party's designated address and representative. Said Dispute Notice shall succinctly state the nature of the dispute and designate which representative with full authority to settle will attend the face to face negotiation. Within seven days of the receipt of the Dispute Notice, the receiving Party will advise the other Party by certified mail, return receipt requested, of the identity of their representative with full authority to settle who will attend the face to face negotiation. Within 30 days of receipt of the Dispute Notice, the designated Party representatives shall meet at a mutually acceptable time and place to attempt to resolve the dispute. Should the Parties be unable to mutually agree as to the place of such meeting, the meeting shall be held at a neutral site which is reasonably geographically equidistant between the Parties' principal places of business.

If the dispute is not resolved within 30 days after the receipt of the Dispute Notice or the Parties fail to meet within 30 days after the receipt of the Dispute Notice, either Party may initiate mediation of the dispute through face-to-face negotiations as hereafter provided. The timetables set forth for such face to face negotiations may be extended by mutual agreement, which is evidenced by a written memorandum signed by representatives for all Parties.

The face to face negotiations described above shall continue until either an agreement is reached or any Party determines to withdraw from the negotiations. All Parties agree to participate in such face to face negotiations in good faith and agree to cooperate in identifying the time and place of such face to face meeting. The Parties may elect, upon written notice, to bring their legal counsel to such face to face meeting.

All face to face negotiations pursuant to this section (Dispute Resolution) shall be treated as compromise and settlement negotiations. Nothing said or disclosed, nor any document produced, in the course of such negotiations which is not otherwise independently discoverable shall be offered or received as evidence or used for impeachment or for any other purpose in any future arbitration or litigation.

Complete Agreement

The furnishing of goods and/or services hereunder, or any other definite and reasonable expression of acceptance, shall operate as an acceptance of this document, and the effect of such acceptance shall be to make a contract on Company's terms, as set forth in this document. Additional or different terms of the provider of goods and/or services hereunder, are unacceptable and do not become a part of the Contract unless mutually agreed to in writing.

The Contract is intended as the exclusive statement of the agreement between the Parties. Parol or extrinsic evidence shall not be used to vary or contradict the express terms of the Contract, and recourse shall not be had to allege prior dealings, usage of trade, course of dealing, course of performance to vary or contradict the express terms of the Contract. The Contract shall not be amended or modified, and waiver of any provision hereof shall not be effective, unless set forth in a written instrument authorized and executed by duly designated and authorized representatives of both Parties with the same formality as the Contract.

APPENDIX H –

Production Plant Assets

Coon Rapids Plant 3050 Assets @ 01/31/16

RET Order: 77023817

Plant	Asset	SNo	Description	Amount
To be retired, pending PUC approval				
3050	877337	1971	PAINT,WIRE, MISC	724.45
3050	877338	1989	INSTALL GARBAGE BUNKERS	2,583.24
3050	877339	1992	REPLACE EXISTING FOOTINGS	3,019.20
3050	877343	1972	1981 TRANSFER	4,848.10
3050	877347	1992	HEATING BOILER-COMPR BLDG	1,497.65
3050	877370	1992	SHED	1,365.10
3050	877371	1993	UPGRADE LP PLANT ELEC.	66,307.98
3050	877372	1993	WALL PAK SECURITY SYS	4,960.00
			TOTAL	85,305.72

Not being retired				
Plant	Asset	SNo	Description	Amount
3050	877334	1959	1ST BUTLER BLDG	4,484.89
3050	877335	1960	1ST BUTLER BLDG	1,975.38
3050	877336	1961	1ST BUTLER BLDG	180.75
3050	877340	1978	TOILET	124.65
3050	877341	1960	2ND BUTLER BLDG	6,165.56
3050	877342	1972	ACKRON BLDG	22,374.75
3050	877344	1973	ACKRON BLDG	6,788.38
3050	877345	1975	ACKRON BLDG	472.55
3050	877346	1991	VAPOR BARRIER CONTROL/MIX	1,427.91
3050	877348	1971	16 X 24 METAL BLDG	4,869.01
3050	877349	1993	ADD'L COST BLDG #5	2,292.08
3050	877350	1960	FENCING AROUND PLANT	2,302.59
3050	877351	1972	FENCING AROUND PLANT	6,268.07
3050	877352	1970	FILL & SURFACE	280.12
3050	877353	1971	FILL & SURFACE	515.63
3050	877354	1972	FILL AND SURFACE	1,695.09
3050	877355	1973	FILL AND SURFACE	2,755.08
3050	877356	1974	FILL AND SURFACE	73.53
3050	877357	1959	LANDSCAPE	1,479.35
3050	877358	1960	LANDSCAPE	674.66
3050	877359	1971	LANDSCAPE	3,308.52
3050	877360	1972	LANDSCAPE	3,981.61
3050	877361	1973	LANDSCAPE	546.26
3050	877362	1988	300 X 45' ROAD	28,123.65
3050	877363	1988	WATER MAIN	75,396.09
3050	877364	1960	BLACKTOP	5,147.54
3050	877365	1970	BLACKTOP	195.07
3050	877366	1971	BLACKTOP	70.46
3050	877367	1972	BLACKTOP	2,885.70
3050	877368	1973	SIDEWALK	321.26

Coon Rapids Plant 3050 Assets @ 01/31/16

RET Order: 77023817

Plant	Asset	SNo	Description	Amount
3050	877369	1988	SHAPING LOT & DRIVEWAY	13,300.00
			TOTAL	200,476.19

APPENDIX I –

Costs Involved with the Retirement

Costs Involved with the Retirement

Plant 3050 (Structures)

- Cost of assets to be retired: \$85,305.72
- Estimated removal costs: \$20,000.00
- Estimated salvage proceeds \$0
- Retirement order: 77023817

Plant 3110 (LP Gas Equipment)

- Cost of assets to be retired: \$478,247.11
- Estimated removal costs: \$ 80,000.00
- Estimated salvage proceeds: \$500,000.00
- Retirement order: 76763951

When the assets are retired, the following transactions will occur:

Asset retirement

- The cost of the assets to be retired will be credited to Plant in Service (General Ledger Account 163010) (FERC 101) and debited to the Accumulated Reserve for Depreciation (General Ledger Account 171010) (FERC 108)

Removal costs

- The removal costs will be debited to the Accumulated Reserve for Depreciation (General Ledger Account 171010) (FERC 108) and credited to Accounts Payable/Cash

Salvage proceeds

- The salvage proceeds will be credited to the Accumulated Reserve for Depreciation (General Ledger Account 171010) (FERC 108) and debited to Accounts Payable/Cash

Asset retirement

- The salvage amounts will be credited to the Accumulated Reserve for Depreciation (General Ledger Account 171010) (FERC 108) and debited to Accounts Receivable/Cash.

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