



505 Nicollet Mall
PO Box 59038
Minneapolis, MN 55459-0038

June 28, 2019

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

VIA E-FILING

**RE: In the Matter of a Commission Inquiry into the Impact of Severe Weather in
January and February 2019 on Utility Operations and Service**

Reply Comments to May 20, 2019 Comments

Docket No. E,G-999/CI-19-160

Dear Mr. Wolf:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas, ("CenterPoint Energy," the "Company") respectfully submits the attached reply comments in response to the Notice of Comment Period issued by the Minnesota Public Utilities Commission ("Commission") on April 18, 2019, and in response to the Comments filed on May 20, 2019, by the Department of Commerce ("Department" or "DOC") and the Office of the Attorney General ("OAG"). The Department and OAG raise a number of topics and the Company responds to each issue below.

Summary of CenterPoint Energy's Curtailment Activities

The OAG and Department both raise concerns about the number of customers who did not curtail. CenterPoint Energy believes that more context could be helpful to analyze curtailment performance and that strictly using the count of customers assessed for unauthorized gas use, as opposed to reviewing the volumes used in relation to the overall activity over those days, creates a distorted picture.

The Company estimates that the interruptible customers would have used approximately 317,000 Dekatherms of natural gas on January 29 and January 30 if those customers were not curtailed. Though all interruptible customers were called to curtail, the usage for the interruptible class was approximately 69,000 therms over those two days. Of the interruptible

customers, 83 customers (14% of customers called to curtail) used 65% of the total unauthorized gas. At the same time, 160 customers (27%) used less than 100 therms each, which amounted to 1.1% the total unauthorized volumes. The Company speculates that the 160 customers who used less than 100 therms complied with the curtailment, at least in part, and that as a whole those customers either were not able to curtail to zero during the first hour of the curtailment, or that they were able to curtail most, but not all, of their usage during the curtailment.

The total unauthorized gas use during the January 28-31, 2019 period was a small percentage (approximately one percent) of total throughput over that time period. Penalties were assessed at \$19 per Dekatherm for that unauthorized gas; market priced purchases were closer to \$4-\$5 per Dekatherm so the customers that did not immediately curtail usage were required to pay almost four times the cost of the natural gas used. The penalty revenue has been credited to firm customers via the Purchased Gas Adjustment ("PGA").

The Company believes that the results of its curtailment activity was successful in reducing load on the system to control required gas flows and system pressures, allowing sufficient supply to meet firm customer use. While acknowledging some customers had varying degrees of operational trouble, the monumental task of reaching thousands of customers was completed in an orderly and timely manner, well before the weather peaked, and the results were effective. End-use customers who had been asked to discontinue use were, not surprisingly, subject to the effects of the extreme weather, and those whose curtailment plans fell short were penalized. The unauthorized use was managed by the Company as part of its operations during extreme weather, and to a certain degree, the Company understands that some unauthorized gas use is inevitable.

Instead of focusing on the count of customers who were penalized for non-compliance, CenterPoint Energy is encouraged by the dramatic reduction in use by the interruptible customer group as a whole, and believes enhancements made, including those by Commission Order as a result of the 2013-2014 heating season, improved the outcome in this weather event. The Company, working with customers following the 2013-2014 heating season, migrated a significant number of customers to firm service tariff offerings in the last few years specifically to address the types of concerns the Department raises. The Company is currently working to ensure interruptible customers are able and willing to curtail and if not, the Company will work with the customer to transition to firm service.

Determination of Interruptible Rates

The Department requested a discussion related to avoided costs included in the determination of interruptible rates, as well as how the utility determines avoided costs for interruptible customers. The OAG, in a similar vein, recommends that the Commission should consider non-compliance when making revenue apportionment decisions and consider giving interruptible customers "less of a break" on rates relative to firm service.

The interruptible customers have not been given a break, instead in recent rate cases, CenterPoint Energy has allocated “demand-assigned” costs, those related to capacity availability, using an allocator that assigns distribution system capacity costs to the Dual Fuel classes based on an “average daily use.” The allocator combines Firm Design Day estimates with average-day interruptible use, creating a “Relative Demand Assessment-RDA Day” allocator to assign a representative portion of capacity expenses to the interruptible classes to reflect use of capacity at the Company’s prerogative each day.¹ The Company believes that it would be inappropriate to reflect unauthorized use in cost apportionment, as it would require forecasting unauthorized usage and would penalize interruptible customers who conform to tariff requirements.

As the Department discusses, customers electing Interruptible Service receive a lower distribution rate because CenterPoint Energy can then avoid the costs related to installing either larger sized main, or additional main within CenterPoint Energy’s distribution system. The Company addresses the allocation, not of avoided costs specifically, but of the demand related distribution costs within the Class Cost of Service Study filed within the context of a rate case. In Docket No. G-008/GR-17-285 CenterPoint Energy witness Mr. Russell Feingold addresses the use of the design day demands as an allocation factor for the demand related costs for the following reasons:

1. A gas utility’s system is designed, and consequently costs are incurred, to meet its design day demand. In contrast, costs are not incurred on the basis of an average of peak demands over time.
2. Design day demand is directly related to the level of change in customers’ maximum daily demands for gas and to the associated change in fixed plant investment over time.
3. Design day demand provides more stable cost allocation results over time.

Additionally, Mr. Feingold goes on to explain that CenterPoint Energy relies on the design day demand in the acquisition of its upstream gas supply-related resources and in the design in its own distribution facilities required to serve its firm service customers, and as such the firm customers create the need for CenterPoint Energy to acquire resources and build facilities to meet these demands and therefore costs are allocated appropriately. When performing design day forecasting, CenterPoint Energy only contemplates the need to adequately serve these firm customers, and therefore, it is appropriate to allocate these demand costs (PGA or distribution system related) to the firm customers.

It is also worth repeating that a majority of unauthorized usage was due to a relatively low number of offenders, and all customers that had unauthorized usage were charged the applicable penalties. In the event that pressure concerns were experienced related to the interruptible customers unauthorized use of gas, per the Company’s tariff, the Company has the

¹ Direct Testimony of Russell A. Feingold G-008/GR-17-285, pages 24-40 and Exhibit (RAF-WP), Workpaper 1.

right to physically shut off customer's supply of gas. Thankfully due to the relatively low amount of unauthorized use of gas, CenterPoint Energy did not have to resort to this measure.

In summary, CenterPoint Energy disagrees with the conclusion that customers in the interruptible rate categories may not be charged appropriately. Interruptible customers are charged a reduced volumetric delivery rate when compared to firm customers because they are not billed for the otherwise underutilized capacity throughout most of the year in exchange for not using that firm-customer funded capacity under extreme demand conditions. Customers that violate that principle by using unauthorized gas are tracked and penalized accordingly. As noted above, customers were charged almost four times more than firm customers for unauthorized usage during this period. In addition, as required by Commission Order, each account that uses unauthorized gas is reviewed and reassessed as eligible for such service after-the-fact. Customers in these rate categories provide an important tool to increase marginal revenue most days of the year while cost-effectively sharing scarce (and capital intensive) capacity resources, thus more widely spreading many of the distribution system expenses over a wider base.

Possible Tariff Changes to Manage Interruptible Service

The Department addresses several areas that may be appropriate for utilities to include in their tariffs regarding curtailments to further educate customers. These items include:

1. Create a utility obligation to verify customer claims of back-up service,
2. Removal from interruptible service due to non-compliance with curtailments, and
3. Requiring multiple contacts as a condition of interruptible service.

Included as Attachment A to these comments is the Company's Dual Fuel Gas Service Contract which has certain sections highlighted which address each of the Departments recommendations. Specifically, Section 5 requires customers to have operational backup systems and alternative fuel supplies; Section 6 affords the Company the right to terminate dual fuel service if, among other reasons, the customer does not comply with the backup requirements; and finally, the contract requires customer contacts and obligates the customers to continually update its contact information on page 3.

The Company has concerns with expanding its obligations to verify customer back-up system functionality. First, CenterPoint Energy is a distribution company, and not an expert in the field of back-up systems. Second, it would take additional resources, and costs, to verify each interruptible customer's facilities and their operational readiness. Third, there are liability issues associated with CenterPoint Energy testing a back-up system at a point in time, and then that same backup system not operating when called upon during a curtailment. The Company

appropriately relies on its customers' representations that they will abide by the terms of CenterPoint Energy's Commission-approved tariffs.

Additionally, the Company would also have concerns providing definitive language about removal from interruptible service due to non-compliance. Each instance of non-compliance would need to be weighed on its own merits. If a customer had a back-up system issue, or there was a delay in communication that caused non-compliance that doesn't definitively mean a customer was non-compliant during the duration of the curtailment. Instead most non-compliance instances were for only a portion of the curtailment. Additionally, while CenterPoint Energy may be able to assign an interruptible customer to a firm class in Billing, that doesn't necessarily mean that CenterPoint Energy's physical distribution system, or demand contracts, can assure firm service to these customers.

Finally, as shown in Attachment A, the Company's Dual Fuel Gas Service Contract allows for contact information for more than one individual. CenterPoint Energy agrees that more than one customer contact is appropriate, and the Company encourages customers to provide multiple contacts to receive curtailment notices. In some instances, however, for example in the case of a small business, customers do not employ three individuals responsible for operations. Therefore, to create a blanket requirement may prevent some customers from signing up for Interruptible service and the Company will continue to encourage customers to provide multiple contacts as best practice.

While CenterPoint Energy has concerns about making the current tariff language increasingly constrictive there are steps CenterPoint Energy has taken and will continue to expand upon related to the Interruptible service offering. For example, the Company holds annual Seasonal Energy Management Seminars with its interruptible customers to provide background, instructions and responsibilities for curtailments. Additionally, a guest speaker is invited to give a presentation related to back-up system generators. Planning for the 2019 seminar is currently underway, and marketing strategies to increase participation are being considered. Finally, each August letters are sent out to all interruptible customers asking the customers to update the company contact lists. Inevitably each year letters are either returned due to being sent to an incorrect employee, or letters are simply not returned by customers. CenterPoint Energy is currently reviewing the process, and ways to ensure that the correct customer contacts are being reached initially, as well as ensuring that contact information is returned.

While CenterPoint Energy has various concerns with the proposed tariff language, we do agree there are steps that can be taken to enhance the curtailment process, not through tariffs, but through education and discussion with our customers.

Interstate Pipeline Issues

The Department requested utilities to discuss whether interstate pipeline issues impacted operations during the cold weather event. Overall, the Company did not experience pipeline

issues that impacted our distribution operations. The delivery pressures stayed within reasonably acceptable standards and the Company received its deliveries without impact.

Company Communications During and After Cold Weather Events

As mentioned above, CenterPoint Energy contacts its interruptible customers and their agents routinely. The Company conducts an annual contact review and update to maintain a curtailment queue, holds seasonal energy management seminars where it explains its winter plans and stresses the importance of winter preparedness, and provides an updated webpage and phone number throughout the season to update current conditions, communicating in a proactive manner. Before curtailments individual calls to customers are placed to ensure preparedness and after curtailments individual calls are made to customers who do not comply with the curtailment parameters to determine why and to reinforce the customer curtailment obligations.

The OAG recommends that companies be ordered to report on customer follow-up and remediation efforts. CenterPoint Energy notes that by Commission Order in the Annual Automatic Adjustment (“AAA”) reports following the 2013-2014 heating season,² natural gas utilities are required to follow-up with customers and report the results in the AAA report. CenterPoint Energy continues to work on its required customer follow-up and will provide its final report in the AAA filing in early September 2019.

Commission Communication During Cold Weather Events

Within its comments the Department notes that it is important for the utilities to communicate with the Commission and the Department during weather events and refers to the TransCanada Explosion during the 2013-2014 heating season as an instance in which the Commission may need to issue statewide communications.

The Company agrees that communications between the utility and Department and Commission are important. Currently utilities have communications for any evacuations that may occur and are reported to the Minnesota Office of Pipeline Safety. The Company would certainly be open to providing an informal electronic mail communication to the appropriate individuals at the appropriate agencies to make them aware of system status and curtailments. This communication could be triggered by either the enforcement of curtailments or loss of pressure on a particular portion of the system, and a follow-up discussion could be requested from the various agencies if they feel further information is warranted.

² Docket No. G-999/AA-14-580 and G-008/AA-14-752 –Commission Ordered on August 24, 2015. Order required additional reporting and follow-up regarding curtailments/use of unauthorized gas. By Commission Order on February 27, 2019 in the 2016-2017 AAA Docket, G999/AA-17-493, the requirements were extended for three additional years in Ordering Point 2.

As far as blanket communications, CenterPoint Energy has some reservations with this approach even when factoring in such instances as the before-mentioned TransCanada explosion. Though the TransCanada explosion was significant in nature it still did not create a statewide impact. Alarming customers to an issue that may not even impact them could cause confusion, and potentially unnecessary calls into the Contact Center taking valuable resources and efforts away from the customers that are experiencing issues. CenterPoint Energy respects the Department's concerns and willingness to assist in customer communications but reiterates its concerns about causing customer confusion and unnecessary anxiety.

Natural Gas Reinforcement Projects

The Department recommended that CenterPoint Energy file further information with the Commission once the planned reinforcement projects are completed in 2019. CenterPoint Energy agrees with this recommendation and will provide the information as a compliance item in the next AAA filing.

Please contact me if you have any questions regarding this filing.

Sincerely,

/s/ Amber S. Lee
Director Regulatory Affairs
(612) 321-4625
Amber.Lee@CenterPointEnergy.com

C: Service List

DUAL FUEL GAS SALES SERVICE

This Dual Fuel Sales Service Agreement ("Agreement") is between CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas (CenterPoint Energy), 505 Nicollet Mall, P.O. Box 59038, Minneapolis, Minnesota 55459-0038 and _____ (Customer), a _____ (Proprietorship, Partnership or Corporation), _____. Customer is a user of natural gas who meets the requirements for dual fuel service as outlined in the applicable dual fuel sales service tariff on file with the Minnesota Public Utilities Commission, as it may be changed from time to time ("Tariff"). CenterPoint Energy and Customer agree as follows:

Section 1. REQUIREMENTS AND DELIVERIES.

1.1. **Delivery of Gas.** CenterPoint Energy will sell and deliver pipeline quality gas at _____ (Acct# _____) on an interruptible basis. The metered volume will be adjusted to account for variations in pressure and temperature and billed accordingly. Gas-using equipment is listed in Appendix A. Customer will notify CenterPoint Energy of any changes in its use of natural gas.

1.2. **Refusal or Disconnection of Service.** CenterPoint Energy will not initiate gas service until all equipment necessary for gas and alternative fuel operation is installed and performs in compliance with applicable laws, ordinances and codes and Customer meets CenterPoint Energy's credit requirements.

CenterPoint Energy may refuse service or disconnect service without notice for the following reasons:

- Tampering with CenterPoint Energy's equipment;
- The existence of a condition hazardous to Customer; CenterPoint Energy's other customers, employees or equipment; or the public;
- Customer's use of equipment which adversely affects CenterPoint Energy's equipment or service to others.

CenterPoint Energy may refuse or disconnect service upon five days written notice for any of the following reasons:

- Customer's failure to pay a bill when due;
- Customer's violation of CenterPoint Energy's Rules and Regulations on file with the Public Utilities Commission or city having jurisdiction;
- Customer's breach of this Agreement;
- Customer's failure to provide CenterPoint Energy reasonable access to CenterPoint Energy's equipment;
- Customer's failure to furnish necessary service, equipment or rights-of-way which CenterPoint Energy has specified as a condition for obtaining service.

Disconnection does not relieve Customer of the responsibility to pay CenterPoint Energy for service previously rendered.

Section 2. PRICE, BILLING AND PAYMENT PROCEDURES.

- 2.1. **Rate for Gas.** Customer will pay the gas rate in the applicable Dual Fuel Sales Service Tariff approved by the applicable authority. CenterPoint Energy may increase or decrease the rate for changes in the cost of gas pursuant to its Purchased Gas Adjustment Clause.
- 2.2. **Taxes and Fees.** Customer will pay any tax or fee imposed on all or part of any sale of gas or the gross revenues derived from the sale of gas.
- 2.3. **Gas Used After Notice of Curtailment.** For all unauthorized gas used after notice of curtailment, Customer will pay the charge for Unauthorized Gas as specified in the tariff.
- 2.4. **Billing and Payment.** CenterPoint Energy will bill Customer monthly. Payment is due by the due date noted on the bill.
- 2.5. **Late Payment Charge.** Late payment will be charged as specified in the tariff.

Section 3. CURTAILMENT.

- 3.1. **Curtailment.** Customer will provide CenterPoint Energy (and update as necessary) the names and telephone numbers of persons CenterPoint Energy should notify to curtail in Appendix B. Customer will curtail gas usage upon one hour's notice.

Section 4. SERVICE LINES AND METERING EQUIPMENT.

- 4.1. **Equipment Furnished by CenterPoint Energy.** CenterPoint Energy will install and maintain necessary gas mains and services, meter, remote reading equipment, and regulator equipment to supply natural gas to the CenterPoint Energy meter on Customer's premises. CenterPoint Energy may charge Customer for costs of installation consistent with CenterPoint Energy's tariff. All equipment furnished by CenterPoint Energy will remain its property, and CenterPoint Energy may remove its equipment upon termination of service to customer.
- 4.2. **Customer's Equipment.** All piping and equipment downstream of the meter, including telephone lines and any necessary electrical power for remote meter reading equipment, will be installed and maintained by Customer and remain Customer's responsibility. Any inspection by CenterPoint Energy of Customer's piping and equipment will not impose any obligation or liability on CenterPoint Energy.

- 4.3. **Location on Customer's Premises.** Customer will, without expense to CenterPoint Energy, provide, and maintain on the premises, at a location satisfactory to CenterPoint Energy, proper space for CenterPoint Energy's piping, meters, regulators and other equipment.
- 4.4. **Access to Equipment.** CenterPoint Energy representatives have the right at all reasonable times to have access to its equipment for any reason related to this Agreement, including the right to read meters, make inspections or repairs or remove CenterPoint Energy's equipment. Customer will obtain consent from its lessor, if any, for CenterPoint Energy to enter the premises for these purposes. Access will be granted at all times for emergency purposes.
- 4.5. **Safekeeping of CenterPoint Energy's Equipment.** Customer will provide for the safekeeping of CenterPoint Energy's meters and other equipment. Customer will reimburse CenterPoint Energy for the cost of any alterations to its property necessitated by Customer, and for any loss or damage to CenterPoint Energy's property due to negligence of Customer, its agents or employees. CenterPoint Energy may suspend or discontinue gas service until any such damage or loss is settled to its satisfaction.

Section 5. ALTERNATIVE OR DUAL FUEL EQUIPMENT.

- 5.1. **Alternative or Dual Fuel Capability.** Customer must have an operational alternate or dual fuel system installed. The installation and maintenance of the alternate or dual fuel system must comply with applicable codes, ordinances and laws.
- 5.2. **Alternate Fuel Supply.** Customer will have access to sufficient alternate fuel supplies for all periods of curtailment.

Section 6. TERM.

This Agreement is effective when signed by both parties and remains in effect until terminated by CenterPoint Energy pursuant to Section 1 or either party upon 30 days written notice. This Agreement supersedes all prior written or oral agreements.

Section 7. NOTICES.

Notices, except as otherwise specified, will be sent to:

CenterPoint Energy, Commercial & Industrial Sales

505 Nicollet Mall, P.O. Box 59038,

Minneapolis, Minnesota 55459-0038

Phone: 612.321.4330

NAME

ADDRESS

TITLE

CITY, STATE, ZIP

TELEPHONE NUMBER

**PLEASE NOTIFY CENTERPOINT ENERGY OF ANY
CHANGES IN CONTACTS**

Section 8. ASSIGNMENT.

This Agreement cannot be assigned without CenterPoint Energy's prior written approval. If Customer does not obtain approval, Customer will remain liable for payment of gas service.

Section 9. WAIVER OF LIABILITY.

CenterPoint Energy will not be liable for any loss, injury, or damages, including any special, incidental, or consequential damages, resulting from CenterPoint Energy's disconnection or refusal of service, or any interruption or curtailment of gas service.

Section 10. APPLICABLE LAW AND REGULATION.

This Agreement will be construed in accordance with the laws of the State of Minnesota. However, notwithstanding any of the terms or conditions of the Agreement, the Tariff shall govern. If a change in the Tariff creates a conflict with any section of this Agreement, either party may cancel this Agreement immediately upon delivery of written notice of such cancellation to the other party. Further, the operation and effectiveness of this Agreement shall not continue if such continuance would violate any applicable statute, regulation or other jurisdictional authority.

Section 11. COMPLETE AGREEMENT.

This Agreement and the Tariff constitute the parties' complete agreement. With the exception of changes to the Tariff, this Agreement cannot be changed except in a writing signed by both parties.

**CENTERPOINT ENERGY RESOURCES CORP., d/b/a
CenterPoint Energy Minnesota Gas**

CUSTOMER(S)

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

AGREEMENT APPENDIX A

EQUIPMENT	MMBTU/INPUT	ALTERNATE FUEL
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
<i>(Attach additional pages if necessary)</i>		

ALTERNATE FUEL STORAGE CAPACITY*(Please notify CenterPoint Energy of any changes in equipment capacity.)***AGREEMENT APPENDIX B**

CURTAILMENT NOTICES

1.	_____		
	NAME	TITLE	
	OFFICE PHONE	HOME PHONE	Cell Phone
2.	_____		
	NAME	TITLE	
	OFFICE PHONE	HOME PHONE	Cell Phone
3.	_____		
	NAME	TITLE	
	OFFICE PHONE	HOME PHONE	Cell Phone

(Please notify CenterPoint Energy of any change in Curtailment Contacts.)

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Donald Wynia, being first duly sworn on oath, deposes and says he served the attached Reply Comments of CenterPoint Energy in Docket No. G-008/M-19-160 via e-filing to the Minnesota PUC as well as those requesting electronic service on the service list and to all others on the service list via U.S. Mail at the City of Minneapolis.

/s/
Donald Wynia

Subscribed and sworn to before me
this 28h day of June, 2019.

/s/
Melodee S. Carlson Chang, Notary Public
My Commission Expires January 31, 2024

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Tamie A.	Aberle	tamie.aberle@mdu.com	Great Plains Natural Gas Co.	400 North Fourth Street Bismarck, ND 585014092	Electronic Service	No	OFF_SL_19-160_Official
Kristine	Anderson	kanderson@greatermngas.com	Greater Minnesota Gas, Inc.	202 S. Main Street Le Sueur, MN 56058	Electronic Service	No	OFF_SL_19-160_Official
Alison C	Archer	aarcher@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	OFF_SL_19-160_Official
Brenda A.	Bjorklund	brenda.bjorklund@centerpointenergy.com	CenterPoint Energy	505 Nicollet Mall Minneapolis, MN 55402	Electronic Service	No	OFF_SL_19-160_Official
Joe	Brophy	jbrophy@efgroupplc.com	Centra Pipelines Minnesota Inc.	Energy Fundamentals Group LP 2324 Main Street London, ON N6P1A9 CANADA	Electronic Service	No	OFF_SL_19-160_Official
Aakash	Chandarana	Aakash.Chandarana@xcelenergy.com	Xcel Energy	414 Nicollet Mall Minneapolis, MN 55401	Electronic Service	No	OFF_SL_19-160_Official
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1800 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_19-160_Official
Joseph	Dammel	joseph.dammel@ag.state.mn.us	Office of the Attorney General-RUD	Bremer Tower, Suite 1400 445 Minnesota Street St. Paul, MN 55101-2131	Electronic Service	No	OFF_SL_19-160_Official
Seth	DeMerritt	Seth.DeMerritt@wecenergygroup.com	MERC (Holding)	700 North Adams PO Box 19001 Green Bay, WI 543079001	Electronic Service	No	OFF_SL_19-160_Official
Laura	Demman	laura.demman@nngco.com	Northern Natural Gas Company	1111 S. 103rd Street Omaha, NE 68125	Electronic Service	No	OFF_SL_19-160_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ian	Dobson	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_19-160_Official
Linda A.	Farquhar	linda_farquhar@transcanda.com	Great Lakes Gas Transmission Company	700 Louisiana Street, Suite 700 Houston, TX 77002-2700	Electronic Service	No	OFF_SL_19-160_Official
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_19-160_Official
Bruce	Gerhardson	bgerhardson@otpc.com	Otter Tail Power Company	PO Box 496 215 S Cascade St Fergus Falls, MN 565380496	Electronic Service	No	OFF_SL_19-160_Official
Allen	Krug	allen.krug@xcelenergy.com	Xcel Energy	414 Nicollet Mall-7th fl Minneapolis, MN 55401	Electronic Service	No	OFF_SL_19-160_Official
Douglas	Larson	dlarson@dakotaelectric.com	Dakota Electric Association	4300 220th St W Farmington, MN 55024	Electronic Service	No	OFF_SL_19-160_Official
Amber	Lee	Amber.Lee@centerpointenergy.com	CenterPoint Energy	505 Nicollet Mall Minneapolis, MN 55402	Electronic Service	No	OFF_SL_19-160_Official
Annie	Levenson Falk	annielf@cubminnesota.org	Citizens Utility Board of Minnesota	332 Minnesota Street, Suite W1360 St. Paul, MN 55101	Electronic Service	No	OFF_SL_19-160_Official
Michael	Loeffler	mike.loeffler@nngco.com	Northern Natural Gas Co.	CORP HQ, 714 1111 So. 103rd Street Omaha, NE 681241000	Electronic Service	No	OFF_SL_19-160_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Pam	Marshall	pam@energycents.org	Energy CENTS Coalition	823 7th St E St. Paul, MN 55106	Electronic Service	No	OFF_SL_19-160_Official
Mike	McMullen	mmcmullen@misoenergy.org	MISO	2985 Ames Crossing Rd Eagan, MN 55121	Electronic Service	No	OFF_SL_19-160_Official
Brian	Meloy	brian.meloy@stinson.com	Stinson, Leonard, Street LLP	50 S 6th St Ste 2600 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_19-160_Official
David	Moeller	dmoeller@allete.com	Minnesota Power	30 W Superior St Duluth, MN 558022093	Electronic Service	No	OFF_SL_19-160_Official
Andrew	Moratzka	andrew.moratzka@stoel.com	Stoel Rives LLP	33 South Sixth St Ste 4200 Minneapolis, MN 55402	Electronic Service	No	OFF_SL_19-160_Official
Kate	O'Connell	kate.oconnell@state.mn.us	Department of Commerce	Suite 50085 Seventh Place East St. Paul, MN 551012198	Electronic Service	No	OFF_SL_19-160_Official
Greg	Palmer	gpalmer@greatermngas.com	Greater Minnesota Gas, Inc.	PO Box 68 202 South Main Street Le Sueur, MN 56058	Electronic Service	No	OFF_SL_19-160_Official
Richard	Savelkoul	rsavelkoul@martinsquires.com	Martin & Squires, P.A.	332 Minnesota Street Ste W2750 St. Paul, MN 55101	Electronic Service	No	OFF_SL_19-160_Official
Kristin	Stastny	kstastny@briggs.com	Briggs and Morgan, P.A.	2200 IDS Center 80 South 8th Street Minneapolis, MN 55402	Electronic Service	No	OFF_SL_19-160_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Joseph K	Sullivan	joseph.k.sullivan@state.mn.us	Department of Commerce	85 7th Place East Ste 500 Saint. Paul, MN 55101-2198	Electronic Service	No	OFF_SL_19-160_Official
Lynnette	Sweet	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_19-160_Official
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_19-160_Official
Mary	Wolter	mary.wolter@wecenergygroup.com	Minnesota Energy Resources Corporation (HOLDING)	231 West Michigan St Milwaukee, WI 53203	Electronic Service	No	OFF_SL_19-160_Official
Aaron W.	Wright	N/A	Viking Gas Transmission Company	ONEOK, Inc. 100 W. Fifth Street, MD 12- 2 Tulsa, OK 74103	Paper Service	No	OFF_SL_19-160_Official