

November 2, 2015

VIA ELECTRONIC FILING – TRADE SECRETS REMOVED

Daniel Wolf
Minnesota Public Utilities Commission
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2157

Re: Second Amended Formal Complaint and Petition by SunShare, LLC Against Northern States Power Company - a Minnesota Corporation d/b/a Xcel Energy

Dear Mr. Wolf,

SunShare, LLC (“SunShare”) respectfully submits the attached updated *Formal Complaint and Petition by SunShare, LLC Against Northern States Power Company - a Minnesota Corporation d/b/a Xcel Energy for Violations of its Section 10 Interconnection Tariff and Related Solar*Rewards Community Program Rules* regarding over 100 discrete tariff violations committed by Northern States Power Company (“NSP”) under the Solar*Rewards Community (S*RC) Program in Minnesota.

We are resubmitting this complaint with allegations and requests for relief updated as of today, November 2. For staff convenience, a redline version showing changes between our original Signed Amended Complaint and this updated Complaint is attached.

Sincerely,

s/ Ross Abbey
Ross Abbey

SunShare, LLC
Regulatory Counsel

609 S. 10th Street, Suite 210
Minneapolis, MN 55404
(612) 345-8331
ross@mysunshare.com

On Behalf of SunShare, LLC

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

121 Seventh Place East, Suite 350
St. Paul, MN 55101-2157

Formal Complaint and Petition for Relief by
SunShare, LLC Against Northern States Power
Company - a Minnesota Corporation d/b/a
Xcel Energy for Violations of its Section 10
Interconnection Tariff and Related
Solar*Rewards Community Program Rules

PUC Docket No. 15-786

**FORMAL COMPLAINT
AND PETITION**

SunShare hereby submits this Formal Complaint and Petition for Relief to the Minnesota Public Utilities Commission (“Commission”) under Section 216B.1641 of the Minnesota Statutes and Sections 9 and 10 of the Commission-approved electric tariff book of Northern States Power Company (“NSP”), a Minnesota Corporation d/b/a Xcel Energy, stating and alleging the following:

PLAN OF DOCUMENT

- I. Introduction
- II. Background
- III. Parties and Jurisdiction
- IV. Request for Relief
- V. Requested Process for Resolution of Complaint
- VI. Factual Allegations and Complaints
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I. INTRODUCTION

As demonstrated in this formal complaint, NSP is failing meet the Commission's legal standards. This complaint alleges over 100 discrete and separate violations of NSP's Section 10 tariff (and/or program rules) related to valid S*RC applications that have been submitted by SunShare and/or our corporate affiliates, including 27 continuous and ongoing violations as of November 2, 2015. At a high level, these violations include, but are not limited to:

- Failure to timely deliver actionable scope-of-work statements under Section 10, Step 2;
- Failure to timely complete engineering studies under Section 10, Step 4;
- Failure to deliver completed engineering study results (including actionable interconnection agreements) under Section 10, Step 5; and
- Failure to provide actionable interconnection-cost estimates within the +/- 20 percent margin of error as originally stated in our study results.

These violations harm both SunShare and our subscriber customers. They harm SunShare by creating avoidable timeline delay, risk, and carrying costs, along with other harms to our ability to develop community solar projects in a timely, cost-effective manner. To date, our company alone has been forced to delay approximately \$70 million in planned capital investments within the state of Minnesota due to violations described in this complaint, putting Minnesota's reputation as a favorable place for renewable energy investment at risk.

These violations also harm SunShare's subscribers, including small towns, schools, churches, businesses, hundreds (and soon to be thousands) of residential customers, and others. And they frustrate the legislative intent of increasing solar accessibility and solar financing in Minnesota – particularly, as the Commission has noted, in light of the 2016 deadline for commissioning solar projects under the 30 percent ITC.

For these reasons, along with the scale of ongoing violations and the risk of similar future violations, SunShare finds it necessary to seek immediate relief from the Commission via this complaint.

II. BACKGROUND

SunShare was founded in Colorado in 2011 to develop, own, and operate Community Solar projects in partnership and coordination with Xcel Energy and other leading electric utilities across the nation. We opened a Minnesota office in August 2014 to develop and subscribe a number of community solar projects under the letter and spirit of Minnesota's nation-leading community solar statute and Commission orders, together with the relevant NSP tariffs.

Since entering the Minnesota market, SunShare has worked to develop over 100 separate 1-MW community solar projects under NSP's Solar*Rewards Community ("S*RC") program in collaboration with our partners, including landowners, subscribers, and vendors under contract. Our intent is to begin construction of our first gardens in 2015, to immediately begin delivering on the many environmental, subscriber, and community benefits associated with community solar.

As noted by the Department of Commerce in its August 26, 2015 Request for Clarification in the Community Solar Garden docket, "Xcel's timely processing of CSG applications is essential for satisfaction of the provisions of Minn. Stat. § 216B.1641, and for the success of the CSG program."¹ However, while the relevant statute (Minn. Stat. 216B.1641) was adopted by the Legislature over two years ago in May 2013, the 2015 construction season is now at risk due to the undue and unreasonable interconnection-related delays documented in this complaint.²

¹ Minnesota Department of Commerce August 26, 2015 Request for Clarification, 13-867, at 10.

² As foreshadowed by MnSEIA and SunShare (among others) in comments filed in the Commission's Community Solar Garden docket (No. E-002/M-13-867). *See, e.g.*, MnSEIA April 28, 2015 Reply Comments, 13-867, at 2-4 ("Equally troubling, MnSEIA is hearing complaints from members that are experiencing delays within Xcel's interconnection process that could lead to the loss of the 2015 construction season"); SunShare April 30, 2015 Reply

As explained more fully below, SunShare submitted project applications on the first day the S*RC Program opened (December 12, 2014), was the first to have its applications deemed complete, and is the first in line for interconnection at a number of NSP substations. But despite this first-mover status and our continued diligent efforts to advance these projects through NSP's interconnection process, we are now looking at the potential loss of the entire 2015 construction season.³

Even worse, NSP recently notified SunShare that the utility may not be able to physically satisfy our distribution-system interconnection requests for another 12-15 months, due to (among other things) a backlog of existing substation-upgrade work. That would put the commercial operation date (COD) for our projects unreasonably close to the December 31, 2016 expiration of the current federal Investment Tax Credit ("ITC").

The 2015 construction season, the financeability of our projects, and the reputation of all parties striving to deliver a product anticipated by customers since 2013 are thus at risk unless NSP is able and/or required to dramatically improve its interconnection performance.

Prior to filing this complaint, SunShare attempted to informally resolve these issues directly with NSP, including by sharing informal and formal drafts of this complaint with NSP in late July and August, and by providing NSP a reasonable time to cure. While the Company has been willing to meet with us, NSP has not delivered all of the relief requested in our complaint as of the drafting date of this update (November 2, 2015).

Although we do not believe these violations were malicious, or directed intentionally or specifically towards SunShare, they resulted from NSP knowingly and intentionally neglecting to

Comments, 13-867, at 2 ("we do believe that 2015 CSG construction is still possible – but only if Xcel can meet its timeline requirements under tariff Sections 9 and 10").

³ See paragraph 31 in Section VI, FACTUAL ALLEGATIONS AND COMPLAINTS, *infra*.

comply with the Commission’s orders and rules.⁴ Presumably, these violations also stem from structural and resource deficiencies within the relevant NSP functions⁵ and a lack of penalties, incentives, or other regulatory mechanisms to ensure that the utility is aligned with the requirement under law that NSP accommodate valid distributed-generation interconnection requests in a timely and cost-effective, routinized manner.⁶ We believe it is possible for NSP to meet or exceed its tariffed timelines – but only if it takes this responsibility seriously and applies the proper resources and management to the task.⁷

⁴ See V. REQUESTED PROCESS FOR RESOLUTION OF COMPLAINT, *infra*, at p. 13-14.

⁵ *I.e.*, relative to the volume of S*RC engineering studies and utility construction being requested and the real-world constraints on financing under the current federal ITC.

⁶ See, e.g., Minn. Rule 7835.4700 (2000); NSP Rate Book Section 10. See also 18 C.F.R. § 292.203.

⁷ See, e.g., Minnesota Department of Commerce August 26, 2015 Request for Clarification, 13-867, at 11 (“in light of the slow application processing history to date, Xcel must ensure it dedicates adequate internal personnel and other resources to do so, and that it proceeds to process applications without undue delay”).

III. PARTIES AND JURISDICTION

Complainant: SunShare, LLC
609 10th Street, Suite 210, Minneapolis, MN 55404
David Amster-Olszewski, Founder/CEO
Ross Abbey, Director, Regulatory & Legal - MN

Respondent: Northern States Power Company (“NSP”), dba Xcel Energy
414 Nicollet Mall, Minneapolis, MN 55401
Chris Clark, President, NSP-Minnesota

Respondent Counsel: B. Andrew Brown
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500, Minneapolis, MN 55402

The Commission has jurisdiction to hear this matter, make findings of fact, enforce the Commission’s Orders and NSP’s Commission-approved electric tariff book, and order all appropriate relief including incentives or penalties under, *inter alia*, sections 216A.05, 216B.164, 216B.1641, and 216B.17 of the Minnesota Statutes, and rules 7829.0100 through 7829.3200 and 7835.4500 through 7835.5800 of the Minnesota Rules.

IV. REQUEST FOR RELIEF

SunShare respectfully requests, as outlined in greater detail below in Section VI, FACTUAL ALLEGATIONS AND COMPLAINTS, that the Commission:

1. Find that Northern States Power (“NSP”) has violated, *inter alia*, Section 9 and Section 10 of NSP’s electric tariff book.
2. Order NSP to grant the following relief:
 - a. Deliver all information required in Step 5 of Section 10 of NSP’s electric tariff book for SunShare S*RC projects that have been in the Step 4 engineering study process for 90 or more business days, including full, correct, actionable, and garden-specific (not just site-wide) scoping study scope of work statements (SOWs) and interconnection agreements;
 - b. Make the changes (as requested by SunShare and described in this complaint) needed to make the interconnection agreements that NSP has provided to SunShare to date fully executable;
 - c. Confirm that NSP must provide SunShare with full, detailed interconnection studies and cost estimates (including both “Phase 1” and “Phase 2” study components), and not just indicative estimates warranting further study, within the Step 4 engineering study period;
 - d. Share full engineering study results, including subcontractor study results, with SunShare upon completion (under a non-disclosure agreement or other protective security measure at NSP’s request);

- e. Confirm that none of SunShare's S*RC projects are yet in Step 6 (and thus the 30-day go/no-go clock has yet to start running) because, *inter alia*, we have not yet received all information required in Step 5 for any such project;
 - f. Toll any relevant Step 6 30-day developer go/no-go clocks for all SunShare projects suffering a current and ongoing tariff violation as alleged in this complaint;
 - g. Take all steps necessary to ensure interconnection of each project in Site A through Site F (as defined below in Section VI and listed in Exhibit 1, attached) by May 2016 at the latest, including provision of direct telephonic communication between NSP engineers and SunShare engineers upon SunShare request (to allow for efficient cure of violations described herein and in order to proactively avoid violations in the future); and
 - h. Take all steps necessary to ensure interconnection of the remainder of SunShare's deemed-complete S*RC applications by July 2016 at the latest, including provision of direct telephonic communication between NSP engineers and SunShare engineers upon SunShare request (to allow for efficient cure of violations described herein and in order to proactively avoid violations in the future).
3. Find that NSP knowingly and intentionally neglected to comply with its Section 10 tariff⁸ and, if the Commission sees fit, penalize NSP between \$100 and \$1,000 per day per violation under Minn. Stat. section 216B.57.
 4. Provide ongoing oversight of Section 9, Section 10, and S*RC rule compliance.
 5. Grant any further relief as the Commission may find appropriate.

⁸ As required by the Commission's Sept. 28, 2004 Order in docket 01-1023 and July 14, 2006 Order in 04-2055.

V. REQUESTED PROCESS FOR RESOLUTION OF COMPLAINT

SunShare respectfully requests that the Commission order Northern States Power Company (“NSP”) to grant SunShare relief through an expedited proceeding under Minn. Rules 7829.1200 and 7829.1700-1900 and under the Commission’s inherent authority and responsibility to enforce its legally established rules and orders, including the Commission-approved NSP electric tariff book.⁹

SunShare acknowledges that Section 10 of NSP’s rate book contemplates a 90-day mediation process for disputes between interconnection applicants and NSP.¹⁰ We do not, however, believe this mediation option overrides the Commission’s inherent authority to hear complaints in the first instance. A required 90-day mediation period is also not appropriate, given the nature of the timeline harms alleged in this complaint. Indeed, the Section 10 mediation process (which is quite vague and untested) would also allow NSP to delay resolution for an additional 90 days through its mere non-consent, resulting in undue and unreasonable delay. Furthermore, as noted above, SunShare has already given NSP reasonable notice of the facts in this complaint, along with reasonable time to cure. All told, requiring SunShare to wait an additional 90 days before bringing the concerns in this complaint before the Commission would result in significant additional harm to SunShare and our customers.

Given the rapidly closing window to begin construction of our S*RC projects in 2015, we also request that the Commission vary the timeline outlined in Minn. Rule 7829.1800 and require that any comments on this complaint be filed within the 20-day answer period upon service of this complaint by the Commission on NSP.

⁹ Minn. Stat. § 216A.05.

¹⁰ NSP Rate Book Section 10, Sheet No. 85.

We note that the Commission has overlapping jurisdiction to hear this complaint under, *inter alia*, Minn. Stat. sections 216B.164 and 216B.17.¹¹ Under 216B.164, NSP carries the burden of proof to rebut each allegation herein. 216B.164 provides in pertinent part:

In the event of disputes between an electric utility and a qualifying facility, either party may request a determination of the issue by the commission. In any such determination, the burden of proof shall be on the utility.

Thus, absent a showing by NSP that a given numbered paragraph in this complaint is false, etc., the Commission should credit the numbered paragraph.

A related statute, Minn. Stat. 216B.57 requires penalty payments for a utility that “knowingly and intentionally . . . neglects to . . . comply with any lawful order.”¹² The full language of the statute reads:

Any person who knowingly and intentionally violates any provision of Laws 1974, chapter 429, or *who knowingly and intentionally* fails, omits, or *neglects to* obey, observe, or *comply with any lawful order*, or any part or provision thereof, of the commission is subject to a penalty of not less than \$100 nor more than \$1,000 for each violation.¹³ (Emphasis added.)

The Commission has consistently held that it can assess penalties under this statute against a party that fails to comply with the Commission’s orders so long as (1) that party knows or should have known that it has to comply with Minnesota regulatory requirements and (2) it fails to comply with those requirements.¹⁴

SunShare currently estimates that our projects included in this Complaint (excluding any co-located applications above 5 MW on a single site) have experienced a cumulative 7,287 days

¹¹ SunShare, LLC Sept. 10, 2015 Comments; Fresh Energy Sept. 10, 2015 Comments; MnSEIA Sept. 10, 2015 Comments; & Department of Commerce Sept. 10, 2015 Comments; 15-786.

¹² See also Department of Commerce Oct. 15, 2015 Comments, 15-786, at 11.

¹³ Minn. Stat. § 216B.57.

¹⁴ See, e.g., Public Utilities Commission Oct. 26, 2007 Order, 04-235, at 16-20; Nov. 5, 1999 Order, 98-1436, at 6-8.

of delay as of November 2, 2015.¹⁵ Following the Commission's precedent of imposing penalties per day per violation of its orders under Minn. Stat. section 216B.57,¹⁶ the Commission has the authority to penalize NSP between \$100 and \$1,000 per day per violation, for a total potential penalty of between \$728,700 and \$7,287,000.

SunShare reserves the right to timely modify or expand our request for relief herein (*i.e.*, through an amended complaint) as supported by, *inter alia*, additional relevant information that becomes known to SunShare after the filing of this Complaint with the Commission. We will also notify the Commission of any suspected retaliation by NSP against SunShare as a result of this complaint and/or the underlying timeline disputes.

¹⁵ See Exhibit 5 for a calculation of late days experienced per each NSP violation.

¹⁶ See, *e.g.*, Public Utilities Commission Oct. 26, 2007 Order, 04-235, at 16-17.

VI. FACTUAL ALLEGATIONS AND COMPLAINTS

The following factual allegations and complaints are true and correct to the best of SunShare's knowledge as of November 2, 2015.¹⁷

A. Site A (5 MW): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Full Requested Studies and Financeable Interconnection Agreements for Execution

1. NSP has violated its Section 10 tariff by failing to timely deliver completed engineering studies for seven S*RC applications that SunShare submitted to NSP on December 12, 2014. (*See* "Site A" in Exhibit 1, attached, for affected S*RC project numbers.)
2. More specifically, as described in the timeline below, NSP has:
 - a. Failed to deliver study results for the 7 S*RC applications within the allowed 90 working days (aka business days), in violation of Section 10; and
 - b. Provided incomplete study results for 5 of these S*RC applications, in violation of Section 10.

1. Detailed Timeline and Allegations

3. On December 12, 2014, SunShare submitted applications for seven (7) S*RC projects to NSP, as listed in Exhibit 1 under "Site A."
4. On or about January 23, 2015, NSP deemed these 7 S*RC applications "complete," signaling that SunShare's application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP's internal engineering queue.¹⁸
5. On or about February 3, 2015, NSP provided SunShare with scope of work statements ("SOWs") for the required NSP engineering studies for these 7 S*RC projects, per "Step 2" of NSP's Process for Interconnection.¹⁹
6. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs.
7. On or about February 6, 2015, SunShare paid the requested SOW fees (approximately \$22,000) to NSP via FedEx delivery.

¹⁷ *See* Exhibit 4 for a condensed summary of outstanding violations.

¹⁸ NSP Rate Book Section 9, Sheet No. 67.

¹⁹ NSP Rate Book Section 10, Sheet No. 94.

8. Under NSP's Section 10 tariff, our February 6 payment of these SOW fees started the 90-business-day (approximately 4¼-month) clock for NSP "completing the specialized engineering studies" and delivering the results to SunShare.²⁰
9. Per the 90-day timeline in Section 10, we thus expected NSP's delivery of complete engineering studies on or before June 16, 2015.
10. On or about February 19, 2015 (9 business days after SunShare paid the requested SOW fees), NSP requested that SunShare make changes to our engineering drawings for these 7 S*RC projects.
11. SunShare believed that this request for more information was untimely under Section 10 (and other relevant NSP rules).
12. We endeavored nonetheless to respond in good faith as quickly as possible to avoid any unnecessary delay to NSP's processing of these S*RC project applications. On or about February 20 (the very next day), SunShare requested clarification from NSP regarding its February 19 requests.
13. On or about March 5 (approximately 9 business days later), NSP provided the requested clarification regarding its February 19 request for drawing changes.
14. On or about March 18, SunShare submitted revised engineering drawings diligently and in good faith. These revised drawings were approved by NSP two days later, on or about March 20.
15. All told, Xcel's untimely request for additional information caused a delay of approximately 19 business days; from February 19 (when NSP first requested the additional information) to March 18 (when SunShare provided the requested information).

2. Tariff and Program-Rule Violations

16. On or about July 24, 2015 NSP provided SunShare with engineering studies and an "indicative" cost estimate for interconnecting 5 of the 7 S*RC projects listed in Exhibit 1.
17. Even allowing for a pause of NSP's 90-day clock for 19 business days to allow SunShare to respond to NSP's untimely request for more information (see paragraphs 10-14, above), it took NSP 98 business days to deliver the requested engineering studies, exceeding the allowable 90 business days.

²⁰ NSP Rate Book Section 10, Sheet No. 95.

18. The July 24, 2015 engineering study encompassing 5 of the 7 S*RC projects that NSP delivered to SunShare was also *partial* and *incomplete*, in violation of Section 10, Step 4 (which requires the delivery of *completed* engineering studies within 90 business days).²¹
- a. In order to allow for study completion, NSP offered SunShare the option to pay \$15,000 more and wait another 30 business days to enable NSP to complete its engineering studies and provide a firmer interconnection cost estimate.
 - b. For these 5 S*RC projects, NSP failed to deliver all information required under Step 5 of NSP’s Process for Interconnection, including failure to deliver interconnection agreements for any of the projects.²²
 - c. NSP also delivered a single, site-wide engineering SOW with its July 24, 2015 engineering studies, not the individual S*RC-project-specific SOWs that would be required for each S*RC project’s interconnection agreement.
 - d. The July 24, 2015 study results were also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP’s interconnection cost estimate. This necessitated an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.
 - e. NSP thus knowingly and intentionally neglected to comply with the Commission’s orders requiring and approving NSP’s Section 10 tariff.²³
19. On or about August 13, 2015, NSP informed SunShare by email that the estimates NSP had provided SunShare in the July 24, 2015 study results were +/- 50 percent of actual cost (rather than +/- 20 percent as NSP had originally stated).
- a. NSP has since removed margin of error bars altogether, but has not made it clear what the margin of error would be for these “error-bar-less” estimates, creating cost risk that serves to undermine project financing.
20. This unexpected and unreasonable increase in the margin of error for engineering-cost estimates greatly increased SunShare’s project cost uncertainty, undermining the financeability of community solar gardens.
21. On or about August 13, 2015, NSP notified SunShare by email that the utility estimates it will be 12 – 15 months before NSP will complete basic, non-material substation upgrades for these 5 projects. That timeline would put these S*RC projects (and presumably all

²¹ NSP Rate Book Section 10, Sheet No. 95.

²² NSP Rate Book Section 10, Sheet No. 96.

²³ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

later S*RC projects) at risk for not being completed before the expiration of the current ITC.

22. SunShare requested that NSP withdraw 2 of the S*RC projects (megawatts 6 and 7 on the site) on or about August 18, 2015. At that time, NSP had still not delivered interconnection engineering studies for the 2 S*RC projects – despite the passage of 134 business days (44 business days overdue) since SunShare paid the required SOW fees to NSP on February 6, 2015.
23. At the time of the Commission’s August 6, 2015 Order, 126 business days had passed since SunShare paid the required SOW fees to NSP; these studies were therefore 36 business days overdue when the Commission ordered a 5-MW limit on co-location.
24. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.*, errors, material omissions, or unreasonably ambiguous statements) that the developer’s engineer may identify with the study results and related delivered materials.
25. NSP has yet to provide SunShare with complete engineering studies; full, bankable construction cost estimates; and executable 1-MW interconnection agreements.
 - a. On August 21, 2015 NSP delivered a single interconnection agreement for the entire site upon which the 5 S*RC projects are located, failing to deliver 4 interconnection agreements for the remaining projects.
 - b. NSP delivered garden-specific interconnection agreements on September 28, 2015, 162 business days after SunShare paid the study SOW fees.
 - c. Said agreements are not executable because they still contain a number of major deficiencies.
26. As of November 2, 2015, the interconnection agreements NSP delivered are still incomplete, and also not executable by SunShare, because they list an incorrect developer name.
 - a. These Section 10, Step 5 deliverables have therefore yet to be delivered 182 business days after SunShare’s February 6, 2015 payment of the SOW fees required to advance to Step 4 of NSP’s Process for Interconnection, and are **96 business days overdue** to date.²⁴
 - b. NSP thus knowingly and intentionally neglected to comply with the Commission’s orders requiring and approving NSP’s Section 10 tariff.²⁵

²⁴ NSP Rate Book Section 10, Sheet No. 95.

²⁵ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

3. Resulting Harm to SunShare and Our Subscribers

27. As a result of NSP's above-listed violations, NSP has:

- a. caused avoidable delays that have harmed, and are continuing to harm, SunShare's ability to reasonably develop these 5 S*RC projects in NSP's Process for Interconnection according to the timeline set forth under the relevant NSP tariffs and program rules;
- b. increased the difficulty of securing project financing and building these 5 S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and
- c. increased the difficulty and risk of securing project financing and commissioning these 5 S*RC projects before the scheduled expiration of the federal investment tax credit.

4. Requested Relief

28. We request that NSP:

- a. deliver completed study results for the five S*RC applications described above, including full and correct interconnection agreements (including making the changes requested by SunShare needed to make executable the interconnection agreements NSP has provided to date), so that SunShare may promptly make an informed "go/no-go" decision on paying the estimated interconnection fees;
- b. confirm that, because NSP has not yet delivered the required Section 10, Step 5 materials to SunShare, none of the five S*RC projects have yet advanced to Step 6 and thus the 30-day go/no-go clock has not begun to run;
- c. toll any relevant Step 6 30-day developer go/no-go clocks for all projects suffering a current and ongoing tariff violation as alleged in this complaint; and
- d. take all steps necessary to ensure full interconnection of each of these S*RC projects by May 2016 at the latest.

29. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.

B. Sites B-F (20 MW): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Requested Studies and Financeable Interconnection Agreements for Execution

30. NSP has also violated its Section 10 tariff by failing to timely deliver completed engineering studies for another twenty S*RC applications that SunShare submitted to NSP on December 12, 2014. (See “Site B” through “Site F” in Exhibit 1, attached, for affected S*RC project numbers.)

31. More specifically, as described in the timeline below, NSP has:

- a. Failed to deliver study results for these S*RC applications within the allowed 90 working days (aka business days), in violation of Section 10; and
- b. Provided incomplete study results for these S*RC applications, in violation of Section 10.

1. Detailed Timeline and Allegations

32. On December 12, 2014, SunShare submitted applications for twenty (20) S*RC projects to NSP, as listed under “Site B” through “Site F” in Exhibit 1.

33. On or about January 23, 2015, NSP deemed these S*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.²⁶

34. On or about February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these S*RC projects, per “Step 2” of NSP’s Process for Interconnection.²⁷

35. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs.

36. On or about February 25, 2015, SunShare paid the requested SOW fees (approximately \$22,000) for these S*RC projects to NSP via FedEx delivery.

37. Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP “completing the specialized engineering studies” and delivering the results to SunShare.²⁸

²⁶ NSP Rate Book Section 9, Sheet No. 67.

²⁷ NSP Rate Book Section 10, Sheet No. 94.

²⁸ NSP Rate Book Section 10, Sheet No. 95.

38. Per the 90-day timeline in Section 10, we thus expected NSP's delivery of complete engineering studies on or before July 2, 2015.
39. Also on or about February 25, 2015, SunShare asked NSP via email if they required any additional engineering information to begin the requested interconnection engineering studies for these S*RC projects.
40. NSP did not, at that time (or at any later time), reply with a formal request for additional engineering information as necessary to allow their studies to proceed on these S*RC projects.
41. SunShare was thus under the reasonable impression that NSP had all the information it required to conduct its engineering studies (per Step 4 of the Section 10 tariff, at Sheet No. 95).
42. On or about April 14, 2015, the NSP engineer informed SunShare (for the first time) that he was "still waiting" for additional engineering information for the S*RC applications listed in Exhibit 1 under "Site B" through "Site F."
43. Once notified, we promptly submitted the newly requested additional engineering information the next day, on or about April 15, 2015.

2. Tariff and Program-Rule Violations

44. On or about April 29, 2015, NSP sent a misleading email to authorities having jurisdiction ("AHJs") responsible for permitting S*RC projects, stating that projects co-located beyond 1 MW on a single site were "not allowed under state law or by commission rules" and were "not allowable in the current tariff approved by the PUC."²⁹
 - a. To SunShare's knowledge, NSP has not yet sent a "correction letter" to the affected AHJs to inform them that state law actually allows up to five 1-MW CSGs per project site.
45. On or about August 11, 2015 NSP provided SunShare with engineering studies and "indicative" cost estimates for the S*RC projects listed under "Site B" through "Site F" in Exhibit 1.
46. The August 11, 2015 engineering study encompassing the S*RC projects that NSP delivered to SunShare also appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).³⁰

²⁹ See Solar Garden Community May 5, 2015 Comments and Affidavit of Andrew Moratzka, 13-867, at 3-5.

³⁰ NSP Rate Book Section 10, Sheet No. 95.

- a. For these S*RC projects, NSP also failed to deliver all information required under Step 5 of NSP’s Process for Interconnection.³¹ For example, NSP delivered a single interconnection agreement for each of these S*RC project sites, failing to deliver interconnection agreements for the remaining projects.
 - b. NSP also delivered single site-wide SOWs with its August 11, 2015 engineering studies, not the individual S*RC-project-specific SOWs that would be required for each S*RC project’s interconnection agreement.
 - c. The August 11, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP’s interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.
 - d. NSP has since removed margin of error bars altogether, but has not made it clear what the margin of error would be for these “error-bar-less” estimates, creating cost risk that serves to undermine project financing.
 - e. NSP thus knowingly and intentionally neglected to comply with the Commission’s orders requiring and approving NSP’s Section 10 tariff.³²
47. NSP delivered garden-specific cost estimates between October 2 and October 8, 2015, between 154 and 158 business days after SunShare paid the study SOW fees.
48. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer’s engineer may identify with the study results and related delivered materials.
49. NSP delivered garden-specific interconnection agreements for each of these projects between October 2 and October 8, 2015, between 154 and 158 business days after SunShare paid the study SOW fees.
- a. Said agreements are not executable because they still contain a number of major deficiencies.
50. As of November 2, 2015, the interconnection agreements NSP delivered are still incomplete, and also not executable by SunShare, because they list an incorrect developer name.
51. NSP has yet to provide SunShare with complete engineering studies; full, bankable construction cost estimates; and executable interconnection agreements.

³¹ NSP Rate Book Section 10, Sheet No. 96.

³² Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

52. These Section 10, Step 5 deliverables have therefore yet to be delivered 174 business days after SunShare's February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP's Process for Interconnection, and are **84 business days overdue** to date.³³

- a. NSP thus knowingly and intentionally neglected to comply with the Commission's orders requiring and approving NSP's Section 10 tariff.³⁴

3. Resulting Harm to SunShare and Our Subscribers

53. As a result of NSP's above-listed violations, NSP has:

- a. caused avoidable delays that have harmed, and are continuing to harm, SunShare's ability to reasonably develop these S*RC projects according to the timeline set forth under the relevant NSP tariffs and program rules;
- b. increased the difficulty of securing project financing and building these S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and
- c. increased the difficulty and risk of securing project financing and commissioning these S*RC projects before the scheduled expiration of the current ITC.

³³ NSP Rate Book Section 10, Sheet No. 95.

³⁴ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

4. Requested Relief

54. We request that NSP:

- a. deliver completed study results for the S*RC applications described above, including full and correct interconnection agreements (including making the changes requested by SunShare needed to make executable the interconnection agreements NSP has provided to date), so that SunShare may promptly make an informed “go/no-go” decision on paying the estimated interconnection fees;
- b. confirm that, because NSP has not yet delivered the required Section 10, Step 5 materials to SunShare, none of the S*RC projects have yet advanced to Step 6 and thus the 30-day go/no-go clock has not begun to run;
- c. toll any relevant Step 6 30-day developer go/no-go clocks for all projects suffering a current and ongoing tariff violation as alleged in this complaint;
- d. toll any relevant Step 6 30-day developer go/no-go clocks for SunShare projects on Sites D & E (currently in the permitting process) for four months after NSP cures its miscommunication to relevant AHJs regarding the legal allowability of co-located S*RC projects; and
- e. take all steps necessary to ensure full interconnection of each of these S*RC projects by May 2016 at the latest.

55. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.

C. Sites G-J (20 MW): Delayed Processing of Additional S*RC Projects due to NSP Violations, Failures and/or Omissions

56. NSP has also violated its Section 10 tariff and relevant S*RC business rules by failing to deliver an actionable “scope of the engineering studies required” (aka SOW) within 30 days of receiving complete applications for at least 34 SunShare S*RC interconnection applications. (See Exhibit 2, attached, for affected S*RC project numbers.)
57. SunShare is in the process of withdrawing MWs in excess of 5 per site, reducing the number of projects in sites G-J from 34 to 20.
58. NSP’s failure to deem co-location compliant projects in Sites G-J and provide engineering study SOW statements for same in the timelines required by Section 10 have resulted in a cumulative 3,020 days of delay.

1. Detailed Timeline and Allegations

59. On December 12, 2014, SunShare submitted CSG interconnection applications for the 20 projects listed in Exhibit 2 (under “Site G” through “Site J”).
60. On or about January 23, 2015, NSP deemed these CSG applications “complete,” signaling that the associated CSG interconnection applications were ready to advance to NSP’s internal interconnection-engineering queue.

2. Tariff and Program-Rule Violations

61. Under the applicable tariffs and rules, NSP must provide a scoping study scope of work (or “SOW”) within 15 business days of deeming an S*RC application to be complete.³⁵
62. On or about September 18, 2015, NSP provided SunShare with engineering study SOWs for these 20 S*RC projects – despite the passage of 166 business days (approximately 8 months) since NSP made a “deemed complete” determination on these 20 S*RC projects on January 23, 2015, **151 business days in excess** of the 15 days allowed under program rules.
63. NSP did provide us with a set of scope-of-work statements “in error” earlier, but then quickly retracted the erroneous statements.
64. This failure to deliver actionable SOW statements was despite continued good-faith verbal and written requests from SunShare asking for the SOWs and/or a firm delivery date.

³⁵ NSP Rate Book Section 10, Sheet No. 94.

- a. NSP thus knowingly and intentionally neglected to comply with the Commission's orders requiring and approving NSP's Section 10 tariff.³⁶
65. We received engineering study SOW statements on September 18, 2015, but the documents erroneously stated that SunShare's projects are still "second" in the substation queue.

3. Resulting Harm to SunShare and Our Subscribers

66. As a result of NSP's above-listed violations, NSP has:
- a. caused avoidable delays that have harmed, and are continuing to harm, SunShare's ability to reasonably develop these 20 S*RC projects according to the timeline set forth under the relevant NSP tariffs and program rules;
 - b. increased the difficulty of securing project financing and building these 20 S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and
 - c. increased the difficulty and risk of securing project financing and commissioning these 20 S*RC projects before the scheduled expiration of the current ITC.

4. Requested Relief

67. We request that NSP take all steps necessary to ensure full interconnection of each of these S*RC projects by July 2016 at the latest.
68. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.

³⁶ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

D. Sites K-O (25 MW): Failure to Properly Review Applications for “Completeness” within Allowed 30 Days

69. NSP has also violated its Section 10 tariff and relevant S*RC business rules by failing to timely designate 25 S*RC applications as “deemed complete” within the 30 days allowed by program rules. (See Exhibit 3, attached, for affected S*RC project numbers.)
70. More specifically, NSP has:
- a. failed to properly record SunShare’s payment of a required fee for these 31 projects in a timely manner; and
 - b. made an untimely request for additional engineering information, leading to an ongoing delay in the “deemed complete” determination for these 31 applications.
71. SunShare is in the process of withdrawing MWs in excess of 5 per site, reducing the number of projects in sites K-O from 31 to 25.
72. NSP’s failure to deem co-location compliant projects in Sites K-O have resulted in a cumulative 1,375 days of delay.

1. Detailed Timeline and Allegations

73. On or about June 3, 2015 through June 11, 2015, SunShare submitted the final required elements for 25 complete S*RC applications (including all required materials, fees, and deposits), as listed in Exhibit 3 (under “Site K” through “Site P”).
- a. Under the relevant S*RC program tariff and/or related rules, NSP is allotted 30 calendar days from receipt of these fees (and other required application materials) to either: (a) request additional information from the applicant; or (b) deem the application “complete” and thus ready for substantive NSP engineering analysis.³⁷
74. On or about July 6, 2015, in response to SunShare’s request for a status update, NSP notified SunShare that NSP did not have record of receiving a required fee for these 31 applications – and had thus taken no action to evaluate the suitability of our materials for these 25 applications.
75. On or about July 7, 2015, NSP corrected its position from the day before – confirming that NSP had merely failed to record SunShare’s timely payment of the required fees.

2. Tariff and Program-Rule Violations

³⁷ NSP Rate Book Section 9, Sheet No. 67.

76. On or about July 16, 2015, NSP requested more information regarding the engineering drawings for all 25 of the SunShare S*RC applications listed in Exhibit 5.
- a. This request came after the expiration of the 30-day clock for NSP to request more information for these 25 S*RC applications.
 - b. By failing to request this information during the relevant 30-day window, NSP violated the S*RC program tariff and/or rules, including knowingly and intentionally violating the Commission’s orders requiring and approving NSP’s Section 10 tariff.³⁸
 - c. Despite its untimely request for information in violation of the S*RC tariff and/or rules, NSP may (it is unclear) plan to thereby re-start its 30 day “application completeness” review clock for these 25 S*RC applications.
77. Of additional concern, NSP’s July 16 requests for more information sought new engineering information not previously disclosed to SunShare as being “required.”
- a. NSP admitted that these new requirements were imposed without prior notice.
 - b. Portions of NSP’s request for more engineering information were also vague and unclear.
 - c. Unfortunately, NSP declined SunShare’s good-faith request for written specifications or guidance as regarding how to satisfy the new required elements.
 - d. NSP’s request also called for SunShare to provide information that is dependent on NSP engineering requirements that NSP has not yet shared with us.
78. These projects were deemed complete on August 27, 2015, 77 days or more after SunShare submitted the final required elements for the 25 complete applications.
- a. NSP thus knowingly and intentionally neglected to comply with the Commission’s orders requiring and approving NSP’s Section 10 tariff.³⁹
79. SunShare received scoping study SOWs for each of these 25 projects on September 18, 2015 (within the tariff-required 15 business days).

3. Resulting Harm to SunShare and Our Subscribers

80. As a result of NSP’s above-listed failures, NSP has:

³⁸ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

³⁹ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

- a. Caused avoidable engineering re-work by SunShare;
- b. Caused an avoidable delay in NSP delivering scoping study scope of work statements (“SOWs”) to SunShare; and
- c. Caused an avoidable delay in NSP assigning these 25 S*RC projects a substation queue position, potentially harming SunShare as to substation queue priority.

81. These failures by NSP have:

- a. Negatively affected our ability to reasonably advance these projects according to the timeline set forth under the relevant S*RC tariff and/or program rules; and
- b. increased the difficulty and risk of securing project financing and commissioning these 25 S*RC projects before the scheduled expiration of the current ITC.

4. Requested Relief

82. We request that NSP take all steps necessary to ensure full interconnection of each of these 25 S*RC projects by July 2016 at the latest.

83. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.

Very truly yours,

/s/ Ross Abbey .

Ross Abbey

SunShare, LLC
Regulatory Counsel

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/s/ Jenny Monson-Miller .
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On behalf of SunShare, LLC

STATE OF MINNESOTA
BEFORE THE PUBLIC UTILITIES COMMISSION
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2157

Formal Complaint and Petition for Relief by
SunShare, LLC Against Northern States Power
Company - a Minnesota Corporation d/b/a
Xcel Energy for Violations of its Section 10
Interconnection Tariff and Related
Solar*Rewards Community Program Rules

PUC Docket No. 15-786

**FORMAL COMPLAINT
AND PETITION**

SunShare hereby submits this Formal Complaint and Petition for Relief to the Minnesota Public Utilities Commission (“Commission”) under Section 216B.1641 of the Minnesota Statutes and Sections 9 and 10 of the Commission-approved electric tariff book of Northern States Power Company (“NSP”), a Minnesota Corporation d/b/a Xcel Energy, stating and alleging the following:

PLAN OF DOCUMENT

- I. Introduction
- II. Background
- III. Parties and Jurisdiction
- IV. Request for Relief
- V. Requested Process for Resolution of Complaint
- VI. Factual Allegations and Complaints
- VII. Exhibits 1 – 5

I. INTRODUCTION

As demonstrated in this formal complaint, NSP is failing meet the Commission's legal standards. This complaint alleges over 100 discrete and separate violations of NSP's Section 10 tariff (and/or program rules) related to valid S*RC applications that have been submitted by SunShare and/or our corporate affiliates, including 27 continuous and ongoing violations as of November 2, 2015. At a high level, these violations include, but are not limited to:

- Failure to timely deliver actionable scope-of-work statements under Section 10, Step 2;
- Failure to timely complete engineering studies under Section 10, Step 4;
- Failure to deliver completed engineering study results (including actionable interconnection agreements) under Section 10, Step 5; and
- Failure to provide actionable interconnection-cost estimates within the +/- 20 percent margin of error as originally stated in our study results specified in NSP's own scope-of-work statements.

These violations harm both SunShare and our subscriber customers. They harm SunShare by creating avoidable timeline delay, risk, and carrying costs, along with other harms to our ability to develop community solar projects in a timely, cost-effective manner. To date, our company alone has been forced to delay approximately \$70 million in planned capital investments within the state of Minnesota due to violations described in this complaint, putting Minnesota's reputation as a favorable place for renewable energy investment at risk.

These violations also harm SunShare's subscribers, including small towns, schools, churches, businesses, hundreds (and soon to be thousands) of residential customers, and others. And they frustrate the legislative intent of increasing solar accessibility and solar financing in Minnesota – particularly, as the Commission has noted, in light of the 2016 deadline for commissioning solar projects under the 30 percent ITC.

For these reasons, along with the scale of ongoing violations and the risk of similar future violations, SunShare finds it necessary to seek immediate relief from the Commission via this complaint.

II. BACKGROUND

SunShare was founded in Colorado in 2011 to develop, own, and operate Community Solar projects in partnership and coordination with Xcel Energy and other leading electric utilities across the nation. We opened a Minnesota office in August 2014 to develop and subscribe a number of community solar projects under the letter and spirit of Minnesota’s nation-leading community solar statute and Commission orders, together with the relevant NSP tariffs.

Since entering the Minnesota market, SunShare has worked to develop over 100 separate 1-MW community solar projects under NSP’s Solar*Rewards Community (“S*RC”) program in collaboration with our partners, including landowners, subscribers, and vendors under contract. Our intent is to begin construction of our first gardens in 2015, to immediately begin delivering on the many environmental, subscriber, and community benefits associated with community solar.

As noted by the Department of Commerce in its August 26, 2015 Request for Clarification in the Community Solar Garden docket, “Xcel’s timely processing of CSG applications is essential for satisfaction of the provisions of Minn. Stat. § 216B.1641, and for the success of the CSG program.”¹ However, while the relevant statute (Minn. Stat. 216B.1641) was adopted by the Legislature over two years ago in May 2013, the 2015 construction season is now at risk due to the undue and unreasonable interconnection-related delays documented in this complaint.²

¹ Minnesota Department of Commerce August 26, 2015 Request for Clarification, 13-867, at 10.

² As foreshadowed by MnSEIA and SunShare (among others) in comments filed in the Commission’s Community Solar Garden docket (No. E-002/M-13-867). *See, e.g.*, MnSEIA April 28, 2015 Reply Comments, 13-867, at 2-4 (“Equally troubling, MnSEIA is hearing complaints from members that are experiencing delays within Xcel’s interconnection process that could lead to the loss of the 2015 construction season”); SunShare April 30, 2015 Reply Comments, 13-867, at 2 (“we do believe that 2015 CSG construction is still possible – but only if Xcel can meet its timeline requirements under tariff Sections 9 and 10”).

As explained more fully below, SunShare submitted project applications on the first day the S*RC Program opened (December 12, 2014), was the first to have its applications deemed complete, and is the first in line for interconnection at a number of NSP substations. But despite this first-mover status and our continued diligent efforts to advance these projects through NSP's interconnection process, we are now looking at the potential loss of the entire 2015 construction season.³

Even worse, NSP recently notified SunShare that the utility may not be able to physically satisfy our distribution-system interconnection requests for another 12-15 months, due to (among other things) a backlog of existing substation-upgrade work. That would put the commercial operation date (COD) for our projects unreasonably close to the December 31, 2016 expiration of the current federal Investment Tax Credit ("ITC").

The 2015 construction season, the financeability of our projects, and the reputation of all parties striving to deliver a product anticipated by customers since 2013 are thus at risk unless NSP is able and/or required to dramatically improve its interconnection performance.

Prior to filing this complaint, SunShare attempted to informally resolve these issues directly with NSP, including by sharing informal and formal drafts of this complaint with NSP in late July and August, and by providing NSP a reasonable time to cure. While the Company has been willing to meet with us, NSP has not delivered **all of the relief requested in our complaint** as of the drafting date of this **complaint update** (~~August 24, 2015~~ **November 2, 2015**).

~~For the record,~~ **Although** we do not believe these violations were malicious, or directed intentionally or specifically towards SunShare, **they resulted from NSP knowingly and**

³ See paragraph 31 in Section VI, FACTUAL ALLEGATIONS AND COMPLAINTS, *infra*.

intentionally neglecting to comply with the Commission's orders and rules.⁴ ~~Rather, we believe~~ Presumably, these violations also stem from structural and resource deficiencies within the relevant NSP functions⁵ and a lack of penalties, incentives, or other regulatory mechanisms to ensure that the utility is aligned with the requirement under law that NSP accommodate valid distributed-generation interconnection requests in a timely and cost-effective, routinized manner.⁶ We believe it is possible for NSP to meet or exceed its tariffed timelines – but only if it takes this responsibility seriously and applies the proper resources and management to the task.⁷

⁴ See V. REQUESTED PROCESS FOR RESOLUTION OF COMPLAINT, *infra*, at p. 13-14.

⁵ *I.e.*, relative to the volume of S*RC engineering studies and utility construction being requested and the real-world constraints on financing under the current federal ITC.

⁶ See, e.g., Minn. Rule 7835.4700 (2000); NSP Rate Book Section 10. See also 18 C.F.R. § 292.203.

⁷ See, e.g., Minnesota Department of Commerce August 26, 2015 Request for Clarification, 13-867, at 11 (“in light of the slow application processing history to date, Xcel must ensure it dedicates adequate internal personnel and other resources to do so, and that it proceeds to process applications without undue delay”).

III. PARTIES AND JURISDICTION

Complainant: SunShare, LLC
609 10th Street, Suite 210, Minneapolis, MN 55404
David Amster-Olszewski, Founder/CEO
Ross Abbey, Director, Regulatory & Legal - MN

Respondent: Northern States Power Company (“NSP”), dba Xcel Energy
414 Nicollet Mall, Minneapolis, MN 55401
Chris Clark, President, NSP-Minnesota

Respondent Counsel: B. Andrew Brown
Dorsey & Whitney LLP
50 South Sixth Street, Suite 1500, Minneapolis, MN 55402

The Commission has jurisdiction to hear this matter, make findings of fact, enforce the Commission’s Orders and NSP’s Commission-approved electric tariff book, and order all appropriate relief including incentives or penalties under, *inter alia*, sections 216A.05, 216B.164, ~~and~~ 216B.1641, ~~and~~ 216B.17 of the Minnesota Statutes, and rules 7829.0100 through 7829.3200 and 7835.4500 through 7835.5800 of the Minnesota Rules.

IV. REQUEST FOR RELIEF

SunShare respectfully requests, as outlined in greater detail below in Section VI, FACTUAL ALLEGATIONS AND COMPLAINTS, that the Commission:

1. Find that Northern States Power (“NSP”) has violated, *inter alia*, Section 9 and Section 10 of NSP’s electric tariff book.
2. Order NSP to grant the following relief:
 - a. Deliver all information required in Step 5 of Section 10 of NSP’s electric tariff book for SunShare S*RC projects that have been in the Step 4 engineering study process for 90 or more business days, including full, correct, actionable, and garden-specific (not just site-wide) **scoping study engineering** scope of work statements (SOWs) and interconnection agreements;
 - b. **Make the changes (as requested by SunShare and described in this complaint) needed to make the interconnection agreements that NSP has provided to SunShare to date fully executable;**
 - c. Confirm that NSP must provide **SunShare with** full, detailed interconnection studies and cost estimates (including both “Phase 1” and “Phase 2” study components), and not just indicative estimates warranting further study, within the Step 4 engineering study period;
 - d. Share full engineering study results, including subcontractor study results, with SunShare upon completion (under a non-disclosure agreement or other protective security measure at NSP’s request);
 - e. Confirm that none of SunShare’s S*RC projects are yet in Step 6 (and thus the 30-day go/no-go clock has yet to start running) because, *inter alia*, we have not yet received all information required in Step 5 for any such project;

- f. Toll any relevant Step 6 30-day developer go/no-go clocks for all SunShare projects suffering a current and ongoing tariff violation as alleged in this complaint;
- ~~g. Deliver actionable engineering study SOWs for all SunShare S*RC applications deemed complete more than 15 business days ago or provide a parallel study option for such projects;~~
- ~~h. Take all steps necessary to ensure groundbreaking for each project in Site A through Site F (as defined below in Section VI and listed in Exhibit 1, attached) by December 2015 at the latest, including provision of direct telephonic communication between NSP engineers and SunShare engineers upon SunShare request (to allow for efficient cure of violations described herein and in order to proactively avoid violations in the future);~~
- i. Take all steps necessary to ensure interconnection of each project in Site A through Site F (as defined below in Section VI and listed in Exhibit 1, attached) by **February May** 2016 at the latest, including provision of direct telephonic communication between NSP engineers and SunShare engineers upon SunShare request (to allow for efficient cure of violations described herein and in order to proactively avoid violations in the future); **and**
- j. Take all steps necessary to ensure interconnection of the remainder of SunShare's deemed-complete S*RC applications by ~~June~~ **July** 2016 at the latest, including provision of direct telephonic communication between NSP engineers and SunShare engineers upon SunShare request (to allow for efficient cure of violations described herein and in order to proactively avoid violations in the future).

- ~~k. Deem complete all SunShare S*RC applications that meet Section 9 application requirements⁸ and were submitted to the S*RC program more than 30 calendar days ago.~~
- ~~3. Implement firm incentives or penalties as appropriate to ensure that NSP meets all tariff and S*RC program requirements within required timelines to ensure better future performance.~~
4. Find that NSP knowingly and intentionally neglected to comply with its Section 10 tariff⁹ and, if the Commission sees fit, penalize NSP between \$100 and \$1,000 per day per violation under Minn. Stat. section 216B.57.
5. Provide ongoing oversight of Section 9, Section 10, and S*RC rule compliance.
6. Grant any further relief as the Commission may find appropriate.

⁸ NSP Rate Book Section 9, Sheet No. 67.

⁹ As required by the Commission's Sept. 28, 2004 Order in docket 01-1023 and July 14, 2006 Order in 04-2055.

V. REQUESTED PROCESS FOR RESOLUTION OF COMPLAINT

SunShare respectfully requests that the Commission order Northern States Power Company (“NSP”) to grant SunShare relief through an expedited proceeding under Minn. Rules 7829.1200 and 7829.1700-1900 and under the Commission’s inherent authority and responsibility to enforce its legally established rules and orders, including the Commission-approved NSP electric tariff book.¹⁰

SunShare acknowledges that Section 10 of NSP’s rate book contemplates a 90-day mediation process for disputes between interconnection applicants and NSP.¹¹ We do not, however, believe this mediation option overrides the Commission’s inherent authority to hear complaints in the first instance. A required 90-day mediation period is also not appropriate [here](#), given the nature of the timeline harms alleged in this complaint. Indeed, the Section 10 mediation process (which is quite vague and untested) would also allow NSP to delay resolution for an additional 90 days through its mere non-consent, resulting in undue and unreasonable delay. Furthermore, as noted above, SunShare has already given NSP reasonable notice of the facts in this complaint, along with reasonable time to cure. All told, requiring SunShare to wait an additional 90 days before bringing the concerns in this complaint before the Commission would result in significant additional harm to SunShare and our customers.

Given the rapidly closing window to begin construction of our S*RC projects in 2015, we also request that the Commission vary the timeline outlined in Minn. Rule 7829.1800 and require that any comments on this complaint be filed within the 20-day answer period upon service of this complaint by the Commission on NSP.

¹⁰ Minn. Stat. § 216A.05.

¹¹ NSP Rate Book Section 10, Sheet No. 85.

We note that the Commission has overlapping jurisdiction to hear this complaint under, *inter alia*, Minn. Stat. sections 216B.164 and 216B.17.¹² Under 216B.164, NSP carries the burden of proof to rebut each allegation herein. 216B.164 provides in pertinent part:

In the event of disputes between an electric utility and a qualifying facility, either party may request a determination of the issue by the commission. In any such determination, the burden of proof shall be on the utility.

Thus, absent a showing by NSP that a given numbered paragraph in this complaint is false, etc., the Commission should credit the numbered paragraph.

A related statute, Minn. Stat. 216B.57 requires penalty payments for a utility that “knowingly and intentionally . . . neglects to . . . comply with any lawful order.”¹³ The full language of the statute reads:

Any person who knowingly and intentionally violates any provision of Laws 1974, chapter 429, or *who knowingly and intentionally* fails, omits, or *neglects to* obey, observe, or *comply with any lawful order*, or any part or provision thereof, of the commission is subject to a penalty of not less than \$100 nor more than \$1,000 for each violation.¹⁴ (Emphasis added.)

The Commission has consistently held that it can assess penalties under this statute against a party that fails to comply with the Commission’s orders so long as (1) that party knows or should have known that it has to comply with Minnesota regulatory requirements and (2) it fails to comply with those requirements.¹⁵

SunShare currently estimates that our projects included in this Complaint (excluding any co-located applications above 5 MW on a single site) have experienced a cumulative 7,287 days

¹² SunShare, LLC Sept. 10, 2015 Comments; Fresh Energy Sept. 10, 2015 Comments; MnSEIA Sept. 10, 2015 Comments; & Department of Commerce Sept. 10, 2015 Comments; 15-786.

¹³ See also Department of Commerce Oct. 15, 2015 Comments, 15-786, at 11.

¹⁴ Minn. Stat. § 216B.57.

¹⁵ See, e.g., Public Utilities Commission Oct. 26, 2007 Order, 04-235, at 16-20; Nov. 5, 1999 Order, 98-1436, at 6-8.

of delay as of November 2, 2015.¹⁶ Following the Commission's precedent of imposing penalties per day per violation of its orders under Minn. Stat. section 216B.57,¹⁷ the Commission has the authority to penalize NSP between \$100 and \$1,000 per day per violation, for a total potential penalty of between \$728,700 and \$7,287,000.

SunShare reserves the right to timely modify or expand our request for relief herein (*i.e.*, through an amended complaint) as supported by, *inter alia*, additional relevant information that becomes known to SunShare after the filing of this Complaint with the Commission. We will also notify the Commission of any suspected retaliation by NSP against SunShare as a result of this complaint and/or the underlying timeline disputes.

¹⁶ See Exhibit 4 for a calculation of late days experienced per each NSP violation.

¹⁷ See, e.g., Public Utilities Commission Oct. 26, 2007 Order, 04-235, at 16-17.

VI. FACTUAL ALLEGATIONS AND COMPLAINTS

The following factual allegations and complaints are true and correct to the best of SunShare's knowledge as of ~~August 24~~ November 2, 2015.¹⁸

A. Violations 1—7 (Site A) Site A (5 MW): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Full Requested Studies and Financeable Interconnection Agreements for Execution

1. NSP has violated its Section 10 tariff by failing to timely deliver completed engineering studies for seven S*RC applications that SunShare submitted to NSP on December 12, 2014. (See "Site A" in Exhibit 1, attached, for affected S*RC project numbers.)
2. More specifically, as described in the timeline below, NSP has:
 - a. Failed to deliver study results for the 7 S*RC applications within the allowed 90 working days (aka business days), in violation of Section 10; and
 - b. Provided incomplete study results for 5 of these S*RC applications, in violation of Section 10.

1. Detailed Timeline and Allegations

3. On December 12, 2014, SunShare submitted applications for seven (7) S*RC projects to NSP, as listed in Exhibit 1 under "Site A."
4. On or about January 23, 2015, NSP deemed these 7 S*RC applications "complete," signaling that SunShare's application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP's internal engineering queue.¹⁹
5. On or about February 3, 2015, NSP provided SunShare with scope of work statements ("SOWs") for the required NSP engineering studies for these 7 S*RC projects, per "Step 2" of NSP's Process for Interconnection.²⁰
6. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs.
7. On or about February 6, 2015, SunShare paid the requested SOW fees (approximately \$22,000) to NSP via FedEx delivery.

¹⁸ See Exhibit 4 for a condensed summary of outstanding violations.

¹⁹ NSP Rate Book Section 9, Sheet No. 67.

²⁰ NSP Rate Book Section 10, Sheet No. 94.

8. Under NSP's Section 10 tariff, our February 6 payment of these SOW fees started the 90-business-day (approximately 4¼-month) clock for NSP "completing the specialized engineering studies" and delivering the results to SunShare.²¹
9. Per the 90-day timeline in Section 10, we thus expected NSP's delivery of complete engineering studies on or before June 16, 2015.
10. On or about February 19, 2015 (9 business days after SunShare paid the requested SOW fees), NSP requested that SunShare make changes to our engineering drawings for these 7 S*RC projects.
11. SunShare believed that this request for more information was untimely under Section 10 (and other relevant NSP rules).
12. We endeavored nonetheless to respond in good faith as quickly as possible to avoid any unnecessary delay to NSP's processing of these S*RC project applications. On or about February 20 (the very next day), SunShare requested clarification from NSP regarding its February 19 requests.
13. On or about March 5 (approximately 9 business days later), NSP provided the requested clarification regarding its February 19 request for drawing changes.
14. On or about March 18, SunShare submitted revised engineering drawings diligently and in good faith. These revised drawings were approved by NSP two days later, on or about March 20.
15. All told, Xcel's untimely request for additional information caused a delay of approximately 19 business days; from February 19 (when NSP first requested the additional information) to March 18 (when SunShare provided the requested information).

2. Tariff and Program-Rule Violations

16. On or about July 24, 2015 NSP provided SunShare with **incomplete** engineering studies and an "indicative" cost estimate for interconnecting 5 of the 7 S*RC projects listed in Exhibit 1.
- ~~17. This July 24 delivery date was **117 business days** (approximately 5½ months) after SunShare's February 6, 2015 payment of the SOW fees required to advance to Step 4 of NSP's Process for Interconnection, exceeding the allowable 90 business days (see Figure 1, below, for an illustration of Site A project timelines).²²~~

²¹ NSP Rate Book Section 10, Sheet No. 95.

²² NSP Rate Book Section 10, Sheet No. 95.

~~18. NSP failed to request additional time to complete these studies or provide a justification for an extension of its 90-day timeline.~~

~~19. NSP has thus failed to complete the requested interconnection engineering studies for these 5 S*RC projects within the tariffed 90-day period, resulting in 5 violations of the Section 10 tariff.~~

~~20. We believe that NSP is capable of delivering completed interconnection engineering studies much faster than 117 business days.~~

~~21. Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50 days (*i.e.*, by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).~~

22. Even allowing for a pause of NSP's 90-day clock for 19 business days to allow SunShare to respond to NSP's untimely request for more information (see paragraphs 10-14, above), it took NSP 98 business days to deliver the requested engineering studies, exceeding the allowable 90 business days.

23. The July 24, 2015 engineering study encompassing 5 of the 7 S*RC projects that NSP delivered to SunShare was also *partial* and *incomplete*, in violation of Section 10, Step 4 (which requires the delivery of *completed* engineering studies within 90 business days).²³

- a. In order to allow for study completion, NSP offered SunShare the option to pay \$15,000 more and wait another 30 business days to enable NSP to complete its engineering studies and provide a firmer interconnection cost estimate.
- b. For these 5 S*RC projects, NSP **also** failed to deliver all information required under Step 5 of NSP's Process for Interconnection, including failure to deliver interconnection agreements for any of the projects.²⁴
- c. NSP also delivered a single, site-wide engineering SOW with its July 24, 2015 engineering studies, not the individual S*RC-project-specific SOWs that would be required for each S*RC project's interconnection agreement.
- d. The July 24, 2015 study results were also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP's interconnection cost estimate. This necessitated an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.

²³ NSP Rate Book Section 10, Sheet No. 95.

²⁴ NSP Rate Book Section 10, Sheet No. 96.

- e. NSP thus knowingly and intentionally neglected to comply with the Commission's orders requiring and approving NSP's Section 10 tariff.²⁵
24. On or about August 13, 2015, NSP informed SunShare by email that the estimates NSP had provided SunShare in the July 24, 2015 study results were +/- 50 percent of actual cost (rather than +/- 20 percent as NSP had originally stated).
- a. NSP has since removed margin of error bars altogether, but has not made it clear what the margin of error would be for these "error-bar-less" estimates, creating cost risk that serves to undermine project financing.
25. This unexpected and unreasonable increase in the margin of error for engineering-cost estimates greatly increased SunShare's project cost uncertainty, undermining the financeability of community solar gardens.
26. On or about August 13, 2015, NSP notified SunShare by email that the utility estimates it will be 12 – 15 months before NSP will complete basic, non-material substation upgrades for these 5 projects. That timeline would put these S*RC projects (and presumably all later S*RC projects) at risk for not being completed before the expiration of the current ITC.
27. SunShare requested that NSP withdraw 2 of the S*RC projects (megawatts 6 and 7 on the site) on or about August 18, 2015. At that time, NSP had still not delivered interconnection engineering studies for the 2 S*RC projects – despite the passage of 134 business days (44 business days overdue) since SunShare paid the required SOW fees to NSP on February 6, 2015.
28. At the time of the Commission's August 6, 2015 Order, 126 business days had passed since SunShare paid the required SOW fees to NSP; these studies were therefore 36 business days overdue when the Commission ordered a 5-MW limit on co-location.
29. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.*, errors, material omissions, or unreasonably ambiguous statements) that the developer's engineer may identify with the study results and related delivered materials.
30. NSP has yet to provide SunShare with complete engineering studies; full, bankable construction cost estimates; and executable 1-MW interconnection agreements.
- a. ~~Next, SunShare thus requested said agreements. In response,~~ On August 21, 2015 NSP delivered a single interconnection agreement for the entire site upon which the 5 S*RC projects are located, failing to deliver 4 interconnection agreements for the remaining projects.

²⁵ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

- b. NSP delivered garden-specific interconnection agreements on September 28, 2015, 162 business days after SunShare paid the study SOW fees.
 - c. Said agreements are not executable because they still contain a number of major deficiencies.
31. As of November 2, 2015, the interconnection agreements NSP delivered ~~is~~ are still incomplete, and also not executable by SunShare, because ~~it lists~~ they list an incorrect developer name.
- a. These Section 10, Step 5 deliverables have therefore yet to be delivered 182 business days after SunShare's February 6, 2015 payment of the SOW fees required to advance to Step 4 of NSP's Process for Interconnection, and are **96 business days overdue** to date.²⁶
 - b. NSP thus knowingly and intentionally neglected to comply with the Commission's orders requiring and approving NSP's Section 10 tariff.²⁷

3. Resulting Harm to SunShare and Our Subscribers

32. As a result of NSP's above-listed violations, NSP has:
- a. caused avoidable delays that have harmed, and are continuing to harm, SunShare's ability to reasonably develop these 5 S*RC projects in NSP's Process for Interconnection according to the timeline set forth under the relevant NSP tariffs and program rules;
 - b. increased the difficulty of securing project financing and building these 5 S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and
 - c. increased the difficulty and risk of securing project financing and commissioning these 5 S*RC projects before the scheduled expiration of the federal investment tax credit.

²⁶ NSP Rate Book Section 10, Sheet No. 95.

²⁷ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

4. Requested Relief

33. We request that NSP:

- a. deliver completed study results for the five S*RC applications described above ~~within the next 5 business days~~, including full and correct interconnection agreements (including making the changes requested by SunShare needed to make executable the interconnection agreements NSP has provided to date), ~~project specific SOWs for upgrade costs, and the information that NSP has offered to deliver after an additional 30 business days~~, so that SunShare may promptly make an informed “go/no-go” decision on paying the estimated interconnection fees;
- b. confirm that, because NSP has not yet delivered the required Section 10, Step 5 materials to SunShare, none of the five S*RC projects have yet advanced to Step 6 and thus the 30-day go/no-go clock has not begun to run; ~~and~~
- c. ~~toll any relevant Step 6 30-day developer go/no-go clocks for all projects suffering a current and ongoing tariff violation as alleged in this complaint;~~ and
- d. take all steps necessary to ensure full interconnection of each of these S*RC projects by ~~February~~ May 2016 at the latest.

34. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.

B. Violations 8—10 (Site B) Sites B-F (20 MW): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Requested Studies and Financeable Interconnection Agreements for Execution

35. NSP has also violated its Section 10 tariff by failing to timely deliver completed engineering studies for another ~~twenty three~~ S*RC applications that SunShare submitted to NSP on December 12, 2014. (See “Site B” through “Site F” in Exhibit 1, attached, for affected S*RC project numbers.)

36. More specifically, as described in the timeline below, NSP has:

- a. Failed to deliver study results for these ~~three~~ S*RC applications within the allowed 90 working days (aka business days), in violation of Section 10; and
- b. Provided incomplete study results for these ~~three~~ S*RC applications, in violation of Section 10.

1. Detailed Timeline and Allegations

37. On December 12, 2014, SunShare submitted applications for ~~twenty three~~ (320) S*RC projects to NSP, as listed under “Site B” through “Site F” in Exhibit 1.

38. On or about January 23, 2015, NSP deemed these S*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.²⁸

39. On or about February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these ~~3~~ S*RC projects, per “Step 2” of NSP’s Process for Interconnection.²⁹

40. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs.

41. On or about February 25, 2015, SunShare paid the requested SOW fees (approximately \$22,000) for these ~~3~~-S*RC projects to NSP via FedEx delivery.

42. Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP “completing the specialized engineering studies” and delivering the results to SunShare.³⁰

²⁸ NSP Rate Book Section 9, Sheet No. 67.

²⁹ NSP Rate Book Section 10, Sheet No. 94.

³⁰ NSP Rate Book Section 10, Sheet No. 95.

43. Per the 90-day timeline in Section 10, we thus expected NSP's delivery of complete engineering studies on or before July 2, 2015.
44. Also on or about February 25, 2015, SunShare asked NSP via email if they required any additional engineering information to begin the requested interconnection engineering studies for these S*RC projects.
45. NSP did not, at that time (or at any later time), reply with a formal request for additional engineering information as necessary to allow their studies to proceed on these S*RC projects.
46. SunShare was thus under the reasonable impression that NSP had all the information it required to conduct its engineering studies (per Step 4 of the Section 10 tariff, at Sheet No. 95).
47. On or about April 14, 2015, the NSP engineer informed SunShare (for the first time) that he was "still waiting" for additional engineering information for the 3-S*RC applications listed in Exhibit 1 under "Site B" through "Site F."
48. Once notified, we promptly submitted the newly requested additional engineering information the next day, on or about April 15, 2015.

2. Tariff and Program-Rule Violations

49. On or about April 29, 2015, NSP sent a misleading email to authorities having jurisdiction ("AHJs") responsible for permitting S*RC projects, stating that projects co-located beyond 1 MW on a single site were "not allowed under state law or by commission rules" and were "not allowable in the current tariff approved by the PUC."³¹
 - a. To SunShare's knowledge, NSP has not yet sent a "correction letter" to the affected AHJs to inform them that state law actually allows up to five 1-MW CSGs per project site.
50. On or about August 11, 2015 NSP provided SunShare with ~~incomplete~~ engineering studies and "indicative" cost estimates for the 3 S*RC projects listed under "Site B" through "Site F" in Exhibit 1.
51. ~~This August 11, 2015 delivery date was 117 business days (approximately 5½ months) after SunShare's February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP's Process for Interconnection, exceeding the allowable 90 business days.~~³²

³¹ See Solar Garden Community May 5, 2015 Comments and Affidavit of Andrew Moratzka, 13-867, at 3-5.

³² NSP Rate Book Section 10, Sheet No. 95.

- ~~52. NSP failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.~~
- ~~53. NSP thus failed to complete the requested interconnection engineering studies for these 3 S*RC projects within the tariffed 90-day period, resulting in 3 violations of the Section 10 tariff.~~
- ~~54. We believe that NSP is capable of delivering completed interconnection engineering studies much faster than 117 business days.~~
- ~~55. Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50 days (i.e., by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).~~
56. The August 11, 2015 engineering study encompassing the 3 S*RC projects that NSP delivered to SunShare also appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).³³
- a. For these 3-S*RC projects, NSP also failed to deliver all information required under Step 5 of NSP's Process for Interconnection.³⁴ For example, NSP delivered a single interconnection agreement for each of these 3-S*RC project sites, failing to deliver 2 interconnection agreements for the remaining projects.
 - b. NSP also delivered a single site-wide SOWs with its August 11, 2015 engineering studies, not the individual S*RC-project-specific SOWs that would be required for each S*RC project's interconnection agreement.
 - c. The August 11, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP's interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.
 - d. NSP has since removed margin of error bars altogether, but has not made it clear what the margin of error would be for these "error-bar-less" estimates, creating cost risk that serves to undermine project financing.
 - e. NSP thus knowingly and intentionally neglected to comply with the Commission's orders requiring and approving NSP's Section 10 tariff.³⁵

³³ NSP Rate Book Section 10, Sheet No. 95.

³⁴ NSP Rate Book Section 10, Sheet No. 96.

³⁵ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

57. NSP delivered garden-specific cost estimates between October 2 and October 8, 2015, between 154 and 158 business days after SunShare paid the study SOW fees.
58. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer's engineer may identify with the study results and related delivered materials.
59. NSP delivered garden-specific interconnection agreements for each of these projects between October 2 and October 8, 2015, between 154 and 158 business days after SunShare paid the study SOW fees.
- a. Said agreements are not executable because they still contain a number of major deficiencies.
60. ~~The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.~~ As of November 2, 2015, the interconnection agreements NSP delivered are still incomplete, and also not executable by SunShare, because they list an incorrect developer name.
61. NSP has yet to provide SunShare with complete engineering studies; full, bankable construction cost estimates; and executable interconnection agreements.
62. These Section 10, Step 5 deliverables have therefore yet to be delivered 174 business days after SunShare's February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP's Process for Interconnection, and are **84 business days overdue** to date.³⁶
- a. NSP thus knowingly and intentionally neglected to comply with the Commission's orders requiring and approving NSP's Section 10 tariff.³⁷

3. Resulting Harm to SunShare and Our Subscribers

63. As a result of NSP's above-listed violations, NSP has:
- a. caused avoidable delays that have harmed, and are continuing to harm, SunShare's ability to reasonably develop these ~~3~~ S*RC projects according to the timeline set forth under the relevant NSP tariffs and program rules;
 - b. increased the difficulty of securing project financing and building these ~~3~~ S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and

³⁶ NSP Rate Book Section 10, Sheet No. 95.

³⁷ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

- c. increased the difficulty and risk of securing project financing and commissioning these ~~3~~-S*RC projects before the scheduled expiration of the current ITC.

4. Requested Relief

64. We request that NSP:

- a. deliver completed study results for the ~~three~~ S*RC applications described above ~~within the next 10 business days~~, including full and correct interconnection agreements (including making the changes requested by SunShare needed to make executable the interconnection agreements NSP has provided to date), ~~and project-specific SOWs for upgrade costs~~, so that SunShare may promptly make an informed “go/no-go” decision on paying the estimated interconnection fees;
- b. confirm that, because NSP has not yet delivered the required Section 10, Step 5 materials to SunShare, none of the ~~five~~ S*RC projects have yet advanced to Step 6 and thus the 30-day go/no-go clock has not begun to run; ~~and~~
- c. ~~toll any relevant Step 6 30-day developer go/no-go clocks for all projects suffering a current and ongoing tariff violation as alleged in this complaint;~~
- d. ~~toll any relevant Step 6 30-day developer go/no-go clocks for SunShare projects on Sites D & E (currently in the permitting process) for four months after NSP cures its miscommunication to relevant AHJs regarding the legal allowability of co-located S*RC projects; and~~
- e. take all steps necessary to ensure full interconnection of each of these S*RC projects by ~~February~~ May 2016 at the latest.

65. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.

C. Violations 11—17 (Site C): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Requested Studies

~~66. NSP has also violated its Section 10 tariff by failing to timely deliver completed engineering studies for another seven S*RC applications that SunShare submitted to NSP on December 12, 2014. (See “Site C” in Exhibit 1, attached, for affected S*RC project numbers.)~~

~~67. More specifically, as described in the timeline below, NSP has:~~

- ~~a. Failed to deliver study results for the seven S*RC applications within the allowed 90 working days (aka business days), in violation of Section 10;~~
- ~~b. Provided incomplete study results for three of these S*RC applications, in violation of Section 10;~~
- ~~c. Failed to deliver study results for two of the S*RC applications in a timely manner before they were withdrawn by SunShare, in violation of Section 10; and~~
- ~~d. Failed to deliver study results for the other two S*RC applications, in continuous and ongoing violation of Section 10.~~

1. Detailed Timeline and Allegations

~~68. On December 12, 2014, SunShare submitted applications for seven (7) S*RC projects to NSP, as listed in Exhibit 1 under “Site C.”~~

~~69. On or about January 23, 2015, NSP deemed these S*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.³⁸~~

~~70. On or about February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these 7 S*RC projects, per “Step 2” of NSP’s Process for Interconnection.³⁹~~

~~71. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs.~~

~~72. On or about February 25, 2015, SunShare paid the requested SOW fees (approximately \$22,000) for these 7 S*RC projects to NSP via FedEx delivery.~~

³⁸ NSP Rate Book Section 9, Sheet No. 67.

³⁹ NSP Rate Book Section 10, Sheet No. 94.

~~73. Under NSP's Section 10 tariff, our February 25 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP "completing the specialized engineering studies" and delivering the results to SunShare.⁴⁰~~

~~74. Per the 90-day timeline in Section 10, we thus expected NSP's delivery of complete engineering studies on or before July 2, 2015.~~

~~75. Also on or about February 25, 2015, SunShare asked NSP via email if they required any additional engineering information to begin the requested interconnection engineering studies for these S*RC projects.~~

~~76. NSP did not, at that time (or at any later time), reply with a formal request for additional engineering information as necessary to allow their studies to proceed on these S*RC projects.~~

~~77. SunShare was thus under the reasonable impression that NSP had all the information it required to conduct its engineering studies (per Step 4 of the Section 10 tariff, at Sheet No. 95).~~

~~78. On or about April 14, 2015, the NSP engineer informed SunShare (for the first time) that he was "still waiting" for additional engineering information for the 7 S*RC applications listed in Exhibit 1 under "Site C."~~

~~79. Once notified, we promptly submitted the newly requested additional engineering information the next day, on April 15, 2015.~~

~~**2. Tariff and Program Rule Violations**~~

~~80. On or about August 11, 2015 NSP provided SunShare with incomplete engineering studies and "indicative" cost estimates for 3 of the 7 S*RC projects listed under "Site C" in Exhibit 1.~~

~~81. This August 11, 2015 delivery date was **117 business days** (approximately 5½ months) after SunShare's February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP's Process for Interconnection, exceeding the allowable 90 business days.⁴¹~~

~~82. NSP failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.~~

~~83. NSP thus failed to complete the requested interconnection engineering studies for these 3 S*RC projects within the tariffed 90-day period, resulting in 3 violations of the Section 10 tariff.~~

⁴⁰ NSP Rate Book Section 10, Sheet No. 95.

⁴¹ NSP Rate Book Section 10, Sheet No. 95.

- ~~84. We believe that NSP is capable of delivering completed interconnection engineering studies much faster than 117 business days.~~
- ~~85. Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50 days (*i.e.*, by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).~~
- ~~86. The engineering study encompassing 3 of the 7 S*RC projects that NSP delivered to SunShare appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).⁴²~~
- ~~87. For these 3 S*RC projects, NSP failed to deliver all information required under Step 5 of NSP's Process for Interconnection.⁴³ For example, NSP delivered a single interconnection agreement for these 3 S*RC projects, failing to deliver 2 interconnection agreements for the remaining projects.~~
- ~~88. The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.~~
- ~~89. NSP also delivered a single site-wide SOW with its August 11, 2015 engineering studies, not the individual S*RC project-specific SOWs that would be required for each S*RC project's interconnection agreement.~~
- ~~90. The August 11, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP's interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.~~
- ~~91. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer's engineer may identify with the study results and related delivered materials.~~
- ~~92. To date (through August 24, 2015), NSP has still not delivered interconnection engineering studies for 2 of these 7 S*RC projects—despite the passage of **126 business days** (approximately 6 months) since SunShare paid the required SOW fees to NSP on February 25, 2015.~~
- ~~93. NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.~~

⁴² NSP Rate Book Section 10, Sheet No. 95.

⁴³ NSP Rate Book Section 10, Sheet No. 96.

~~94. NSP has thus failed to complete the requested interconnection engineering studies for these 2 S*RC projects within the tariffed 90-day period, resulting in 2 continuous and ongoing violations of the Section 10 tariff.⁴⁴~~

~~95. SunShare requested that NSP withdraw 2 of the S*RC projects on August 18, 2015. At that time, NSP had still not delivered interconnection engineering studies for the 2 S*RC projects—despite the passage of **122 business days** since SunShare paid the required SOW fees to NSP on February 25, 2015.~~

~~96. NSP failed to request additional time to complete these two studies or provide a justification for an extension of its 90-day timeline.~~

~~97. NSP thus failed to complete the requested interconnection engineering studies for these 2 S*RC projects within the tariffed 90-day period, resulting in 2 violations of the Section 10 tariff.⁴⁵~~

3. Resulting Harm to SunShare and Our Subscribers

~~98. As a result of NSP's above-listed violations, NSP has:~~

- ~~a.—caused avoidable delays that have harmed, and are continuing to harm, SunShare's ability to reasonably develop the 5 S*RC projects still in the Section 10 Process for Interconnection according to the timeline set forth under the relevant NSP tariffs and program rules;~~
- ~~b.—increased the difficulty of securing project financing and building these 5 S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and~~
- ~~c.—increased the difficulty and risk of securing project financing and commissioning these 5 S*RC projects before the scheduled expiration of the current ITC.~~

4. Requested Relief

~~99. We request that NSP:~~

- ~~a.—deliver completed study results for the 5 S*RC applications still in the Section 10 Process for Interconnection within the next 10 business days, including full and correct interconnection agreements and project-specific SOWs for interconnection upgrade costs, so that SunShare may promptly make an informed “go/no-go” decision on paying the estimated interconnection fees;~~

⁴⁴ See NSP Rate Book Section 10, Sheet No. 94.

⁴⁵ See NSP Rate Book Section 10, Sheet No. 94.

- ~~b. confirm that, because NSP has not yet delivered the required Section 10, Step 5 materials to SunShare, none of the 5 S*RC projects have yet advanced to Step 6, and thus the 30-day go/no-go clock has not begun to run; and~~
 - ~~e. take all steps necessary to ensure full interconnection of each of these S*RC projects by February 2016 at the latest.~~
- ~~100. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.~~

~~D. Violations 18—21 (Site D): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Requested Studies~~

~~101.—— NSP has also violated its Section 10 tariff by failing to timely deliver completed engineering studies for another four S*RC applications that SunShare submitted to NSP on December 12, 2014. (See “Site D” in Exhibit 1, attached, for affected S*RC project numbers.)~~

~~102.—— More specifically, as described in the timeline below, NSP has:~~

~~a. Failed to deliver study results for the four S*RC applications within the allowed 90 working days (aka business days), in violation of Section 10; and~~

~~b. Provided incomplete study results these four S*RC applications, in violation of Section 10.~~

1. Detailed Timeline and Allegations

~~103.—— On December 12, 2014, SunShare submitted applications for four (4) S*RC projects to NSP, as listed in Exhibit 1 under “Site D.”~~

~~104.—— On or about January 23, 2015, NSP deemed these S*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.⁴⁶~~

~~105.—— On or about February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these 4 S*RC projects, per “Step 2” of NSP’s Process for Interconnection.⁴⁷~~

~~106.—— NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs.~~

~~107.—— On or about February 25, 2015, SunShare paid the requested SOW fees (approximately \$22,000) for these 4 S*RC projects to NSP via FedEx delivery.~~

~~108.—— Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP “completing the specialized engineering studies” and delivering the results to SunShare.⁴⁸~~

⁴⁶ NSP Rate Book Section 9, Sheet No. 67.

⁴⁷ NSP Rate Book Section 10, Sheet No. 94.

⁴⁸ NSP Rate Book Section 10, Sheet No. 95.

109. — Per the 90-day timeline in Section 10, we thus expected NSP's delivery of complete engineering studies on or before July 2, 2015.
110. — Also on or about February 25, 2015, SunShare asked NSP via email if they required any additional engineering information to begin the requested interconnection engineering studies for these S*RC projects.
111. — NSP did not, at that time (or at any later time), reply with a formal request for additional engineering information as necessary to allow their studies to proceed on these S*RC projects.
112. — SunShare was thus under the reasonable impression that NSP had all the information it required to conduct its engineering studies (per Step 4 of the Section 10 tariff, at Sheet No. 95).
113. — On or about April 14, 2015, the NSP engineer informed SunShare (for the first time) that he was "still waiting" for additional engineering information for the 4 S*RC applications listed in Exhibit 1 under "Site D."
114. — Once notified, we promptly submitted the newly requested additional engineering information the next day, on April 15, 2015.

2. Tariff and Program-Rule Violations

115. — On or about August 11, 2015 NSP provided SunShare with incomplete engineering studies and "indicative" cost estimates for the 4 S*RC projects listed under "Site D" in Exhibit 1.
116. — This August 11, 2015 delivery date was **117 business days** (approximately 5½ months) after SunShare's February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP's Process for Interconnection, exceeding the allowable 90 business days.⁴⁹
117. — NSP failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.
118. — NSP thus failed to complete the requested interconnection engineering studies for these 4 S*RC projects within the tariffed 90-day period, resulting in 4 violations of the Section 10 tariff.
119. — We believe that NSP is capable of delivering completed interconnection engineering studies much faster than 117 business days.

⁴⁹ NSP Rate Book Section 10, Sheet No. 95.

- ~~120. — Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50 days (*i.e.*, by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).~~
- ~~121. — The engineering study encompassing the four projects that NSP delivered to SunShare appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).⁵⁰~~
- ~~122. — For these 4 S*RC projects, NSP failed to deliver all information required under Step 5 of NSP’s Process for Interconnection.⁵¹ For example, NSP delivered a single interconnection agreement for these 4 S*RC projects, failing to deliver 3 interconnection agreements for the remaining projects.~~
- ~~123. — The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.~~
- ~~124. — NSP also delivered a single site-wide SOW with its August 11, 2015 engineering studies, not the individual S*RC project-specific SOWs that would be required for each S*RC project’s interconnection agreement.~~
- ~~125. — The August 11, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP’s interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.~~
- ~~126. — Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer’s engineer may identify with the study results and related delivered materials.~~

3. Resulting Harm to SunShare and Our Subscribers

- ~~127. — As a result of NSP’s above-listed violations, NSP has:~~
- ~~a. — caused avoidable delays that have harmed, and are continuing to harm, SunShare’s ability to reasonably develop these 4 S*RC projects according to the timeline set forth under the relevant NSP tariffs and program rules;~~
 - ~~b. — increased the difficulty of securing project financing and building these 4 S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and~~

⁵⁰ NSP Rate Book Section 10, Sheet No. 95.

⁵¹ NSP Rate Book Section 10, Sheet No. 96.

- ~~e. increased the difficulty and risk of securing project financing and commissioning these 4 S*RC projects before the scheduled expiration of the current ITC.~~

~~4. Requested Relief~~

~~128. We request that NSP:~~

- ~~a. deliver completed study results for the 4 S*RC applications within the next 10 business days, including full and correct interconnection agreements and project-specific SOWs for interconnection upgrade costs, so that SunShare may promptly make an informed “go/no-go” decision on paying the estimated interconnection fees;~~
- ~~b. confirm that, because NSP has not yet delivered the required Section 10, Step 5 materials to SunShare, none of the 4 S*RC projects have yet advanced to Step 6, and thus the 30-day go/no-go clock has not begun to run; and~~
- ~~e. take all steps necessary to ensure full interconnection of each of these S*RC projects by February 2016 at the latest.~~

~~129. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.~~

E. Violations 22–29 (Site E): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Requested Studies

130. — NSP has also violated its Section 10 tariff by failing to timely deliver completed engineering studies for another eight S*RC applications that SunShare submitted to NSP on December 12, 2014. (See “Site E” in Exhibit 1, attached, for affected S*RC project numbers.)
131. — More specifically, as described in the timeline below, NSP has:
- a. Failed to deliver study results for the eight S*RC applications within the allowed 90 working days (aka business days), in violation of Section 10;
 - b. Provided incomplete study results for five of these S*RC applications, in violation of Section 10; and
 - c. Failed to deliver study results for the other three S*RC applications, in continuous and ongoing violation of Section 10.

2. Detailed Timeline and Allegations

132. — On December 12, 2014, SunShare submitted applications for eight (8) S*RC projects to NSP, as listed in Exhibit 1 under “Site E.”
133. — On or about January 23, 2015, NSP deemed these S*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.⁵²
134. — On or about February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these 8 S*RC projects, per “Step 2” of NSP’s Process for Interconnection.⁵³
135. — NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs.
136. — On or about February 25, 2015, SunShare paid the requested SOW fees (approximately \$22,000) for these 8 S*RC projects to NSP via FedEx delivery.
137. — Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90 working day (approximately 4¼ month) clock for NSP “completing the specialized engineering studies” and delivering the results to SunShare.⁵⁴

⁵² NSP Rate Book Section 9, Sheet No. 67.

⁵³ NSP Rate Book Section 10, Sheet No. 94.

- ~~138. — Per the 90-day timeline in Section 10, we thus expected NSP’s delivery of complete engineering studies on or before July 2, 2015.~~
- ~~139. — Also on or about February 25, 2015, SunShare asked NSP via email if they required any additional engineering information to begin the requested interconnection engineering studies for these S*RC projects.~~
- ~~140. — NSP did not, at that time (or at any later time), reply with a formal request for additional engineering information as necessary to allow their studies to proceed on these S*RC projects.~~
- ~~141. — SunShare was thus under the reasonable impression that NSP had all the information it required to conduct its engineering studies (per Step 4 of the Section 10 tariff, at Sheet No. 95).~~
- ~~142. — On or about April 14, 2015, the NSP engineer informed SunShare (for the first time) that he was “still waiting” for additional engineering information for the 8 S*RC applications listed in Exhibit 1 under “Site E.”~~
- ~~143. — Once notified, we promptly submitted the newly requested additional engineering information the next day, on April 15, 2015.~~

~~**3. Tariff and Program Rule Violations**~~

- ~~144. — On or about August 21, 2015 NSP provided SunShare with incomplete engineering studies and an “indicative” cost estimate for interconnecting 5 of the 8 S*RC projects listed in Exhibit 1 under “Site E.”~~
- ~~145. — This August 21, 2015 delivery date was **125 business days** (approximately 6 months) after SunShare’s February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP’s Process for Interconnection.⁵⁵~~
- ~~146. — NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.~~
- ~~147. — NSP has thus failed to complete the requested interconnection engineering studies for these 5 S*RC projects within the tariffed 90-day period, resulting in 5 violations of the Section 10 tariff.~~
- ~~148. — We believe that NSP is capable of delivering completed interconnection engineering studies much faster than 125 business days.~~

⁵⁴ NSP Rate Book Section 10, Sheet No. 95.

⁵⁵ NSP Rate Book Section 10, Sheet No. 95.

- ~~149. — Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50 days (*i.e.*, by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).~~
- ~~150. — In addition, the engineering study encompassing 5 of the 8 S*RC projects that NSP delivered to SunShare appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).⁵⁶~~
- ~~151. — For these 5 S*RC projects, NSP failed to deliver all information required under Step 5 of NSP’s Process for Interconnection.⁵⁷ For example, NSP delivered a single interconnection agreement for the entire study site, failing to deliver 4 interconnection agreements for the remaining projects.~~
- ~~152. — The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.~~
- ~~153. — NSP also delivered a single site-wide SOW with its August 21, 2015 engineering studies, not the individual S*RC project-specific SOWs that would be required for each S*RC project’s interconnection agreement.~~
- ~~154. — The August 21, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP’s interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.~~
- ~~155. — Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer’s engineer may identify with the study results and related delivered materials.~~
- ~~156. — To date (through August 24, 2015), NSP has still not delivered interconnection engineering studies for 3 of the 8 S*RC projects listed under “Site E” in Exhibit 1— despite the passage of **126 business days** (approximately 6 months) since SunShare paid the required SOW fees to NSP on February 25, 2015.~~
- ~~157. — NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.~~

⁵⁶ NSP Rate Book Section 10, Sheet No. 95.

⁵⁷ NSP Rate Book Section 10, Sheet No. 96.

~~158.—— NSP has thus failed to complete the requested interconnection engineering studies for these 3 S*RC projects within the tariffed 90-day period, resulting in 3 continuous and ongoing violations of the Section 10 tariff.⁵⁸~~

~~**4. Resulting Harm to SunShare and Our Subscribers**~~

~~159.—— As a result of NSP's above-listed violations, NSP has:~~

- ~~a.—— caused avoidable delays that have harmed, and are continuing to harm, SunShare's ability to reasonably develop the 8 S*RC projects according to the timeline set forth under the relevant NSP tariffs and program rules;~~
- ~~b.—— increased the difficulty of securing project financing and building these 8 S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and~~
- ~~c.—— increased the difficulty and risk of securing project financing and commissioning these 8 S*RC projects before the scheduled expiration of the current ITC.~~

~~**5. Requested Relief**~~

~~160.—— We request that NSP:~~

- ~~a.—— deliver completed study results for the 8 S*RC applications within the next 10 business days, including full and correct interconnection agreements and project-specific SOWs for interconnection upgrade costs, so that SunShare may promptly make an informed “go/no-go” decision on paying the estimated interconnection fees;~~
- ~~b.—— confirm that, because NSP has not yet delivered the required Section 10, Step 5 materials to SunShare, none of the 8 S*RC projects have yet advanced to Step 6, and thus the 30-day go/no-go clock has not begun to run; and~~
- ~~c.—— take all steps necessary to ensure full interconnection of each of these S*RC projects by February 2016 at the latest.~~

~~161.—— In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.~~

⁵⁸ See NSP Rate Book Section 10, Sheet No. 94.

~~F. Violations 30–37 (Site F): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Requested Studies~~

~~162. NSP has also violated its Section 10 tariff by failing to timely deliver completed engineering studies for another eight S*RC applications that SunShare submitted to NSP on December 12, 2014. (See “Site F” in Exhibit 1, attached, for affected S*RC project numbers.)~~

~~163. More specifically, as described in the timeline below, NSP has:~~

~~a. Failed to deliver study results for the eight S*RC applications within the allowed 90 working days (aka business days), in violation of Section 10;~~

~~b. Provided incomplete study results for three of these S*RC applications, in violation of Section 10;~~

~~c. Failed to deliver study results for the other five S*RC applications, in continuous and ongoing violation of Section 10.~~

~~1. Detailed Timeline and Allegations~~

~~164. On December 12, 2014, SunShare submitted applications for eight (8) S*RC projects to NSP, as listed in Exhibit 1 under “Site F.”~~

~~165. On or about January 23, 2015, NSP deemed these S*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) was sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.⁵⁹~~

~~166. On or about February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these 8 S*RC projects, per “Step 2” of NSP’s Process for Interconnection.⁶⁰~~

~~167. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs.~~

~~168. On or about February 25, 2015, SunShare paid the requested SOW fees (approximately \$22,000) for these 8 S*RC projects to NSP via FedEx delivery.~~

~~169. Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90 working day (approximately 4¼ month) clock for NSP “completing the specialized engineering studies” and delivering the results to SunShare.⁶⁴~~

⁵⁹ NSP Rate Book Section 9, Sheet No. 67.

⁶⁰ NSP Rate Book Section 10, Sheet No. 94.

- ~~170. Per the 90-day timeline in Section 10, we thus expected NSP’s delivery of complete engineering studies on or before July 2, 2015.~~
- ~~171. Also on or about February 25, 2015, SunShare asked NSP via email if they required any additional engineering information to begin the requested interconnection engineering studies for these S*RC projects.~~
- ~~172. NSP did not, at that time (or at any later time), reply with a formal request for additional engineering information as necessary to allow their studies to proceed on these S*RC projects.~~
- ~~173. SunShare was thus under the reasonable impression that NSP had all the information it required to conduct its engineering studies (per Step 4 of the Section 10 tariff, at Sheet No. 95).~~
- ~~174. On or about April 14, 2015, the NSP engineer informed SunShare (for the first time) that he was “still waiting” for additional engineering information for the 8 S*RC applications listed in Exhibit 1 under “Site F.”~~
- ~~175. Once notified, we promptly submitted the newly requested additional engineering information the next day, on April 15, 2015.~~

~~**2. Tariff and Program Rule Violations**~~

- ~~176. On or about August 21, 2015 NSP provided SunShare with incomplete engineering studies and an “indicative” cost estimate for interconnecting 3 of the 8 S*RC projects listed under “Site F” in Exhibit 1.~~
- ~~177. This August 21, 2015 delivery date was **125 business days** (approximately 6 months) after SunShare’s February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP’s Process for Interconnection.⁶²~~
- ~~178. NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.~~
- ~~179. NSP has thus failed to complete the requested interconnection engineering studies for these 3 S*RC projects within the tariffed 90-day period, resulting in 3 violations of the Section 10 tariff.~~
- ~~180. We believe that NSP is capable of delivering completed interconnection engineering studies much faster than 125 business days.~~

⁶¹ NSP Rate Book Section 10, Sheet No. 95.

⁶² NSP Rate Book Section 10, Sheet No. 95.

- ~~181. — Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50 days (*i.e.*, by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).~~
- ~~182. — In addition, the engineering study encompassing 3 of the 8 S*RC projects that NSP delivered to SunShare appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).⁶³~~
- ~~183. — For these 3 S*RC projects, NSP failed to deliver all information required under Step 5 of NSP’s Process for Interconnection.⁶⁴ For example, NSP delivered a single interconnection agreement for the entire study site, failing to deliver 2 interconnection agreements for the remaining projects.~~
- ~~184. — The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.~~
- ~~185. — NSP also delivered a single site-wide SOW with its August 21, 2015 engineering studies, not the individual S*RC project-specific SOWs that would be required for each S*RC project’s interconnection agreement.~~
- ~~186. — The August 21, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP’s interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.~~
- ~~187. — Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer’s engineer may identify with the study results and related delivered materials.~~
- ~~188. — To date (through August 24, 2015), NSP has still not delivered interconnection engineering studies for 5 of the 8 S*RC projects listed under “Site F” in Exhibit 1— despite the passage of **126 business days** (approximately 6 months) since SunShare paid the required SOW fees to NSP on February 25, 2015.~~
- ~~189. — NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.~~

⁶³ NSP Rate Book Section 10, Sheet No. 95.

⁶⁴ NSP Rate Book Section 10, Sheet No. 96.

190. ~~NSP has thus failed to complete the requested interconnection engineering studies for these 5 S*RC projects within the tariffed 90-day period, resulting in 5 continuous and ongoing violations of the Section 10 tariff.⁶⁵~~

~~3. Resulting Harm to SunShare and Our Subscribers~~

191. ~~As a result of NSP's above-listed violations, NSP has:~~

- ~~a. caused avoidable delays that have harmed, and are continuing to harm, SunShare's ability to reasonably develop the 8 S*RC projects according to the timeline set forth under the relevant NSP tariffs and program rules;~~
- ~~b. increased the difficulty of securing project financing and building these 8 S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and~~
- ~~c. increased the difficulty and risk of securing project financing and commissioning these 8 S*RC projects before the scheduled expiration of the current ITC.~~

~~4. Requested Relief~~

192. ~~We request that NSP:~~

- ~~a. deliver completed study results for the 8 S*RC applications within the next 10 business days, including full and correct interconnection agreements and project-specific SOWs for interconnection upgrade costs, so that SunShare may promptly make an informed "go/no-go" decision on paying the estimated interconnection fees;~~
- ~~b. confirm that, because NSP has not yet delivered the required Section 10, Step 5 materials to SunShare, none of the 8 S*RC projects have yet advanced to Step 6, and thus the 30-day go/no-go clock has not begun to run; and~~
- ~~c. take all steps necessary to ensure full interconnection of each of these S*RC projects by February 2016 at the latest.~~

193. ~~In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.~~

⁶⁵ See NSP Rate Book Section 10, Sheet No. 94.

G. Violations 38—71 Sites G-J (20 MW): Delayed Processing of 34 Additional S*RC Projects due to NSP Violations, Failures and/or Omissions

194. NSP has also violated its Section 10 tariff and relevant S*RC business rules by failing to deliver an actionable “scope of the engineering studies required” (aka SOW) within 30 days of receiving complete applications for at least 34 SunShare S*RC interconnection applications. (*See* Exhibit 2, attached, for affected S*RC project numbers.)

195. SunShare is in the process of withdrawing MWs in excess of 5 per site, reducing the number of projects in sites G-J from 34 to 20.

196. NSP’s failure to deem co-location compliant projects in Sites G-J and provide engineering study SOW statements for same in the timelines required by Section 10 have resulted in a cumulative 3,020 days of delay.

1. Detailed Timeline and Allegations

197. On December 12, 2014, SunShare submitted CSG interconnection applications for the 34 20 projects listed in Exhibit 2 (under “Site G” through “Site J”).

198. On or about January 23, 2015, NSP deemed these CSG applications “complete,” signaling that the associated CSG interconnection applications were ready to advance to NSP’s internal interconnection-engineering queue.

2. Tariff and Program-Rule Violations

199. Under the applicable tariffs and rules, NSP must provide a scoping study scope of work (or “SOW”) within 15 business days of deeming an S*RC application to be complete.⁶⁶

200. ~~To date (through August 24,~~ On or about September 18, 2015, NSP ~~has failed to provide an actionable scope of work statement~~ provided SunShare with engineering study SOWs for these 20 34 S*RC projects – despite the passage of ~~133~~ 166 business days (approximately ~~6½~~ 8 months) since NSP made a “deemed complete” determination on these 20 34 S*RC projects on January 23, 2015, ~~for~~ **151 business days in excess** of the 15 days allowed under program rules (~~see Figure 2, below, for an illustration of project timelines~~).

201. NSP did provide us with a set of scope-of-work statements “in error” **earlier**, but then quickly retracted the erroneous statements.

⁶⁶ NSP Rate Book Section 10, Sheet No. 94.

202. This failure to deliver actionable SOW statements ~~has resulted in 34 continuous and ongoing violations of the Section 10 tariff. That is~~ was despite continued good-faith verbal and written requests from SunShare asking for the SOWs ~~and/or , or at least~~ a firm delivery date.

- a. NSP thus knowingly and intentionally neglected to comply with the Commission's orders requiring and approving NSP's Section 10 tariff.⁶⁷

~~203. Due to NSP's failure, we have been unable to pay NSP to move forward with the interconnection studies that NSP must perform before allowing SunShare to enter an interconnection agreement for any of these 34 S*RC projects.~~

~~204. NSP has likewise failed to provide SunShare with any options for move these projects forward (including, e.g., under a parallel study approach).~~

205. We received engineering study SOW statements on September 18, 2015, but the documents erroneously stated that SunShare's projects are still "second" in the substation queue.

3. Resulting Harm to SunShare and Our Subscribers

206. As a result of NSP's above-listed violations, NSP has:

- a. caused avoidable delays that have harmed, and are continuing to harm, SunShare's ability to reasonably develop these ~~34~~ 20 S*RC projects according to the timeline set forth under the relevant NSP tariffs and program rules;
- b. increased the difficulty of securing project financing and building these ~~34~~ 20 S*RC projects in 2015 before the ground freezes, driving additional costs and timeline delays; and
- c. increased the difficulty and risk of securing project financing and commissioning these ~~34~~ 20 S*RC projects before the scheduled expiration of the current ITC.

4. Requested Relief

207. We request that NSP

- ~~a. deliver actionable, non-erroneous scope of work statements to SunShare within 10 business days for these 34 S*RC applications;~~
- ~~b. if standard SOWs cannot be provided within 10 business days, please provide SunShare SOWs for a "parallel study" option (at SunShare's cost and risk) to~~

⁶⁷ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

~~allow us to begin engineering studies for these 34 S*RC projects before the first-positioned interconnection applicant has signed an interconnection application;~~

~~e. notify SunShare, within the next 3 business days, as to the date certain by which we can expect the requested SOWs (so that we can make prompt payment); and take all steps necessary to ensure full interconnection of each of these S*RC projects by July 2016 at the latest.~~

208. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.

H. Violations 72–103 Sites K-O (25 MW): Failure to Properly Review Applications for “Completeness” within Allowed 30 Days

209. NSP has also violated its Section 10 tariff and relevant S*RC business rules by failing to timely designate ~~31~~ 25 S*RC applications as “deemed complete” within the 30 days allowed by program rules. (See Exhibit 3, attached, for affected S*RC project numbers.)
210. More specifically, NSP has:
- a. failed to properly record SunShare’s payment of a required fee for these 31 projects in a timely manner; and
 - b. made an untimely request for additional engineering information, leading to an ongoing delay in the “deemed complete” determination for these 31 applications.
211. SunShare is in the process of withdrawing MWs in excess of 5 per site, reducing the number of projects in sites K-O from 31 to 25.
212. NSP’s failure to deem co-location compliant projects in Sites K-O have resulted in a cumulative 1,375 days of delay.

1. Detailed Timeline and Allegations

213. On or about June 3, 2015 through June 11, 2015, SunShare submitted the final required elements for ~~31~~ 25 complete S*RC applications (including all required materials, fees, and deposits), as listed in Exhibit 3 (under “Site K” through “Site P”).
- a. Under the relevant S*RC program tariff and/or related rules, NSP is allotted 30 calendar days from receipt of these fees (and other required application materials) to either: (a) request additional information from the applicant; or (b) deem the application “complete” and thus ready for substantive NSP engineering analysis.⁶⁸
214. On or about July 6, 2015, in response to SunShare’s request for a status update, NSP notified SunShare that NSP did not have record of receiving a required fee for these ~~31~~ 25 applications – and had thus taken no action to evaluate the suitability of our materials for these ~~31~~ 25 applications.
215. On or about July 7, 2015, NSP corrected its position from the day before – confirming that NSP had merely failed to record SunShare’s timely payment of the required fees.

⁶⁸ NSP Rate Book Section 9, Sheet No. 67.

2. Tariff and Program-Rule Violations

216. On or about July 16, 2015, NSP requested more information regarding the engineering drawings for all ~~31~~ 25 of the SunShare S*RC applications listed in Exhibit 4.
- a. This request came after the expiration of the 30-day clock for NSP to request more information for these ~~31~~ 25 S*RC applications.
 - b. By failing to request this information ~~earlier~~, during the relevant 30-day window, NSP violated the S*RC program tariff and/or rules, **including knowingly and intentionally violating the Commission's orders requiring and approving NSP's Section 10 tariff.**⁶⁹
 - c. Despite its untimely request for information in violation of the S*RC tariff and/or rules, NSP may (it is unclear) plan to thereby re-start its 30 day "application completeness" review clock for these ~~31~~ 25 S*RC applications.
217. Of additional concern, NSP's July 16 requests for more information sought new engineering information not previously disclosed to SunShare as being "required."
- a. NSP admitted **that** these new requirements were imposed without prior notice.
 - b. Portions of NSP's request for more engineering information were also vague and unclear.
 - c. Unfortunately, NSP declined SunShare's good-faith request for written specifications or guidance as regarding how to satisfy the new required elements.
 - d. NSP's request also called for SunShare to provide information that is dependent on NSP engineering requirements that NSP has not yet shared with us.
218. **These projects were deemed complete on August 27, 2015, 77 days or more after SunShare submitted the final required elements for the 25 complete applications.**
- a. **NSP thus knowingly and intentionally neglected to comply with the Commission's orders requiring and approving NSP's Section 10 tariff.**⁷⁰
219. **SunShare received scoping study SOWs for each of these 25 projects on September 18, 2015 (within the tariff-required 15 business days).**

3. Resulting Harm to SunShare and Our Subscribers

⁶⁹ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

⁷⁰ Public Utilities Commission Sept. 28, 2004 Order, 10-1249; July 14, 2006 Order, 04-2055.

220. As a result of NSP's above-listed failures, NSP has:
- a. Caused avoidable engineering re-work by SunShare;
 - b. Caused an avoidable ~~(and ongoing)~~ delay in NSP delivering ~~engineering scoping study~~ scope of work statements ("SOWs") to SunShare; and
 - c. Caused an avoidable delay in NSP assigning these ~~31 25~~ S*RC projects a substation queue position, potentially harming SunShare as to substation queue priority.
221. These failures by NSP have:
- a. Negatively affected our ability to reasonably advance these projects according to the timeline set forth under the relevant S*RC tariff and/or program rules; and
 - b. increased the difficulty and risk of securing project financing and commissioning these ~~31 25~~ S*RC projects before the scheduled expiration of the current ITC.

4. Requested Relief

- a. We request that NSP ~~deem~~ take all steps necessary to ensure full interconnection of each of these ~~31-25~~ S*RC projects ~~applications complete~~ by July 2016 at the latest
 - ~~b. provide SunShare with actionable SOWs within 5 business days, so that we may pay for NSP's substantive engineering review to begin; and~~
 - c. ~~avoid any further delay in assigning these 31 S*RC applications to a substation queue.~~
222. In addition, SunShare requests ongoing oversight of Section 10 and S*RC rule compliance by the Commission and the Department of Commerce.

Very truly yours,

/s/ Ross Abbey .

Ross Abbey

SunShare, LLC

~~Director, Regulatory and Legal—MN~~
Regulatory Counsel

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/s/ Jenny Monson-Miller .

Jenny Monson-Miller

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On behalf of SunShare, LLC

VII. EXHIBITS 1-5

EXHIBIT 1

[TRADE SECRET DATA BEGINS]

[TRADE SECRET DATA ENDS]

EXHIBIT 2

[TRADE SECRET DATA BEGINS]

[TRADE SECRET DATA ENDS]

EXHIBIT 3

[TRADE SECRET DATA BEGINS]

[TRADE SECRET DATA ENDS]

Exhibit 4

Summary of Outstanding Violations

Project Site (MW #s)	Violation	Pgh # in Complaint	Remedied?
A (1-5)	Late delivery of engineering studies and IAs	16	✓
	Failure to deliver all Step 5 deliverables	18	
	Failure to deliver bankable cost estimates and IAs	18	
	Failure to deliver reasonable construction timelines	21	
B (1-20)	Late delivery of engineering studies and IAs	45	✓
	Failure to deliver all Step 5 deliverables	46	
	Failure to deliver bankable cost estimates and IAs	46	
G - J (5 MW x4)	Late provision of engineering study SOWs	62	✓
K-P (5 MW x5)	Late determination of "deemed complete"	78	✓

Exhibit 5
Summary of Project Delays Due to Alleged Violations (as of Nov. 2, 2015)

Project Site	Garden #	MWs	Complete Application Submitted Date	Deemed Complete Date	Calendar Days to Deemed Complete	Calendar Days Late	Cumulative Calendar Days Late	ES SOW* Delivered	Business Days to ES SOW	Business Days Late	Cumulative Business Days Late	Date SOW Fees Paid	Date of Complete Step 5 Deliverables	Business Days to Step 5 Deliverables	Business Days Late	Cumulative Business Days Late
Projects co-located AT OR BELOW 5 MW (all still active)																
A	1-5	5	12/12/14	1/23/15	42	12	60	2/3/15	8	-	-	2/6/15	Not yet delivered	186	96	480
B	1-3	3	"	"	42	12	36	"	8	-	-	2/25/15	"	174	84	252
C	1-3	3	"	"	42	12	36	"	8	-	-	"	"	174	84	252
C	4-5	2	"	"	42	12	24	"	8	-	-	"	"	174	84	168
D	1-4	4	"	"	42	12	48	"	8	-	-	"	"	174	84	336
E	1-5	5	"	"	42	12	60	"	8	-	-	"	"	174	84	420
F	1-3	3	"	"	42	12	36	"	8	-	-	"	"	174	84	252
F	4-5	2	"	"	42	12	24	"	8	-	-	"	"	174	84	168
G	1-5	5	"	"	42	12	60	9/18/15	166	151	755					
H	1-5	5	"	"	42	12	60	"	166	151	755					
I	1-5	5	"	"	42	12	60	"	166	151	755					
J	1-5	5	"	"	42	12	60	"	166	151	755					
K	1-5	5	6/3/15	8/27/15	85	55	275	"	15	-	-					
L	1-5	5	"	"	85	55	275	"	15	-	-					
M	1-5	5	"	"	85	55	275	"	15	-	-					
N	1-5	5	"	"	85	55	275	"	15	-	-					
O	1-5	5	"	"	85	55	275	"	15	-	-					
Sum:	72						1,939				3,020					2,328

Cumulative Days Late (for all active projects above)	
Deemed complete late days total:	1,939
ES SOW days late total:	3,020
Study report days late total:	2,328
TOTAL CUMULATIVE DAYS LATE:	7,287

*ES SOW = Engineering Study Scope of Work Statement

Project Site	Garden #	MWs	Complete Application Submitted Date	Deemed Complete Date	Calendar Days to Deemed Complete	Calendar Days Late	Cumulative Calendar Days Late	ES SOW Delivered	Business Days to ES SOW	Business Days Late	Cumulative Business Days Late	Date SOW Fees Paid	Date of Complete Step 5 Deliverables	Business Days to Step 5 Deliverables	Business Days Late	Cumulative Business Days Late
Projects co-located above 5 MW (all withdrawn or in withdrawal process)																
A	6-7	2	12/12/14	1/23/15	42	12	24	2/3/15	8	-	-	2/6/15	Not yet delivered when withdrawn (on 8/18/15)	134 when withdrawn	44	88
C	6-7	2	"	"	42	12	24	"	8	-	-	2/25/15	"	122 when withdrawn	32	64
E	6-8	3	"	"	42	12	36	"	8	-	-	"	Not yet delivered (as of Nov. 2, 2015)	174	84	252
F	6-8	3	"	"	42	12	36	"	8	-	-	"	"	174	84	252
G	6-8	3	"	"	42	12	36	9/18/15	166	151	453					
H	6-8	3	"	"	42	12	36	"	166	151	453					
I	6-8	3	"	"	42	12	36	"	166	151	453					
J	6-10	5	"	"	42	12	60	"	166	151	755					
K	6-7	2	6/3/15	8/27/15	85	55	110	"	15	-	-					
L	6-7	2	"	"	85	55	110	"	15	-	-					
M	6-7	2	"	"	85	55	110	"	15	-	-					
Sum:	30															

Cumulative Days Late (for all projects above)	
Deemed complete late days total:	2,557
ES SOW days late total:	5,134
Study report days late total:	2,984
TOTAL CUMULATIVE DAYS LATE:	10,675

CERTIFICATE OF SERVICE

I, Ross Abbey, hereby certify that on November 2, 2015, I served copies of the preceding document on the Public Utilities Commission by electronic filing, certified mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at Minneapolis, Minnesota.

Formal Complaint and Petition by SunShare, LLC Against Northern States Power Company - a Minnesota Corporation d/b/a Xcel Energy for Violations of its Section 10 Interconnection Tariff and Related Solar*Rewards Community Program Rules

Certified this 2nd day of November, 2015

s/ Ross Abbey
Ross Abbey

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