BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION
121 SEVENTH PLACE EAST, SUITE 350
ST. PAUL, MINNESOTA 55101-2147

Beverly Jones Heydinger	Chair
Nancy Lange	Commissioner
Dan Lipschultz	Commissioner
John Tuma	Commissioner
Betsy Wergin	Commissioner

In the Matter of the Petition of Northern States Power Company, dba Xcel Energy, for Approval of Its Proposed Community Solar Garden Program

DOCKET NO. E-002/M-13-867

REQUEST FOR CLARIFICATION OF THE MINNESOTA DEPARTMENT OF COMMERCE, DIVISION OF ENERGY RESOURCES

I. INTRODUCTION

The Minnesota Department of Commerce, Division of Energy Resources (Department) respectfully requests that the Commission clarify certain aspects of its *Order Adopting Partial Settlement as Modified* (Order of August 6) in this docket.

The Department commends the Commission on its thorough and thoughtful analysis in attempting to balance the legislative intent of promoting the development of renewable energy in general and community solar gardens (CSGs) in particular, with keeping the scale of the CSG projects consistent with distributed energy generation policies and minimizing potential adverse impacts on nonparticipating ratepayers. To insure the CSG projects progress as expeditiously as possible and to avoid any unnecessary disputes, the Department requests that the Commission clarify the following aspects of the Order of August 6, 2015:

1. The Commission may wish to clarify or remove an ambiguous one-million dollar cap on costs of interconnection with Xcel's distribution system that permits Xcel to refuse to interconnection with the CSGs, even where the CSG complies with otherwise applicable law and offers to pay the reasonable costs that are directly related to installing and maintaining the physical facilities necessary for interconnected operations.[1]

[1] Order at 27-28, Distribution System Upgrades, section 2.2.(b).

2. The Commission may wish to clarify two topics relating to the retention of an independent engineer,[2] so that the expertise of the independent engineer will be utilized in a manner to minimize disputes and the delay inherent in resolving disputes, by clarifying that:

> (a) the independent engineer's decisions to resolve technical disputes are final and binding on the parties unless an applicant or the Company requests in writing Commission review, and
>
> (b) if Xcel is not reasonably responsive to information requests or does not work cooperatively to attempt to resolve disputes, then applicants are not responsible for a share of the independent engineer's costs.

3. The Commission may wish to clarify the scope of the duties requested of the Department in connection with the timeliness of application processing. The Department anticipates tracking applications, and developing written decisions regarding Xcel's timeliness of processing each application. The Commission may wish to clarify that the Department's written decisions are final and binding on the parties, unless an applicant or the Company requests in writing Commission review.

4. The Commission may wish to clarify whether CSG applicants, for a limited period of time, may transfer any or all of their ownership interests related to a CSG application to a different developer without the application losing its queue position.

II. BACKGROUND

In 2013 the Minnesota Legislature passed several laws aimed at promoting the development of renewable energy in Minnesota.[3] Among them was a program requiring Xcel to file a plan to operate a CSG program.[4] On September 30, 2013, Xcel filed a petition for approval of its proposed CSG program under Minn. Stat. § 216B.1641.

On April 7, 2014, the Commission issued its *Order Rejecting Xcel's Solar-Garden Tariff Filing and Requiring the Company to File a Revised Solar-Garden Plan*, which required the Company to expand the definition of "community solar garden site" to allow a garden site based on a point of interconnection. The Commission determined that "the operator should be able to install solar panels on multiple parcels [of land], connect them to the grid through a single interconnection point, and take advantage of the resulting economies of scale."[5]

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[2] Order at 27 (Interconnection Process 2.2(a)(v)(sic)).
[3] *See* Minn. Laws 2013 Chap 85.
[4] *See* Minn. Stat. § 216B.1641(a).
[5] April 7, 2014 Order at 12.

On September 17, 2014, the Commission issued its *Order Approving Solar-Garden Plan with Modifications*, in which the Commission directed Xcel to replace its definition of "community solar garden site" with the following definition:

> "Community Solar Garden Site" is the location of the single point of common coupling located at the production meter for the Community Solar Garden associated with the parcel or parcels of real property on which the PV System will be constructed and located, including any easements, rights of way, and other real-estate interests reasonably necessary to construct, operate, and maintain the garden. Multiple Community Solar Garden Sites may be situated in close proximity to one another in order to share in distribution infrastructure.

The Commission specified "that the definition of 'community solar garden site' should expressly state that solar gardens may be sited near each other in order to share distribution infrastructure" because such a definition "will allow solar gardens to be built more cost-effectively and is consistent with the statutory mandate that the program reasonably allow for the creation, financing, and accessibility of solar gardens."[6]

On February 10, 2015 and March 4, 2015, Xcel filed Comments and Reply Comments expressing its concern that the initial Community Solar Garden applications were "utility-scale" projects. The Company stated its belief that the siting of multiple 1 MW solar projects in close proximity to one another was contrary to statute, and would present significant rate impacts to its customers. The Company requested the Commission to confirm that its interpretation of the CSG statute precludes utility scale solar.[7]

On March 10, 2015, the Commission's Executive Secretary issued a letter to Xcel stating it expected to address program and rate concerns in late spring or early summer 2015, and stated that the Commission's Orders remain unchanged. Consistent with those Orders, the letter observed that the Commission "expects Xcel to administer its program as set out in statute and related Commission Orders."

On April 2, 2015, the Department filed Comments setting forth its reasons for recommending denial of Xcel's retroactive proposal to process only CSG applications for which the cumulative capacity is 1 MW or less as defined by the Company.

On April 28, 2015, Xcel filed Supplementary Comments that stated the Company's intention to unilaterally limit all co-located gardens with an aggregate capacity greater than 1 MW to 1 MW, and process only applications for co-located gardens that do not exceed 1 MW.[8]

On May 1, 2015, the Department filed a motion requesting that the Commission order Xcel to show cause why the Commission should not (1) find the Company's proposal in violation of the

[6] September 17, 2014 Order at 14-15.
[7] Xcel Energy's March 4, 2015 Reply at 15.
[8] Xcel Supplemental Comments at 8 (April 28, 2015).

Commission's orders in this docket and (2) order the Company to process applications consistent with the Commission's orders.

On June 23, 2015, the Commission met to hear oral arguments and reconvened on June 25, 2015, to decide the matter.

On August 6, 2015, the Commission issued its order, among other things, limiting co-located CSGs to 5 MW, limiting distribution system upgrades Xcel would be required to make to those costing less than $1,000,000, authorizing retention of an independent engineer, requiring the Department to investigate the timeliness of application processing.

III. CLARIFICATION, FOR CONSISTENCY WITH MINNESOTA AND FEDERAL LAW ON QUALIFIED FACILITIES, OF THE COSTS OF "MATERIAL UPGRADES" NEEDED TO ACCOMMODATE INTERCONNECTION, AND OF XCEL'S OBLIGATION TO INTERCONNECT IF APPLICANTS ARE WILLING TO PAY THOSE COSTS.

The Commission may wish to clarify or remove an ambiguous one-million-dollar cap on investment in upgrades to Xcel's distribution system to accommodate interconnection.

The Order of August 6 at page 12 observes that the settlement agreement, section 2.2 (b) allows Xcel to refuse to interconnect with a solar garden competitor if costs of material upgrades in Xcel's distribution system to accommodate interconnection of Community Solar Garden applications exceed one million dollars. The Order of August 6 states:

> … Xcel is not required to undertake any material upgrades in its distribution system to accommodate interconnection of co-located solar gardens:
>
> > **b. Distribution System Upgrades.** The Parties agree that for purposes of interconnecting Co-Located Community Solar Gardens to Xcel Energy's distribution system, Section 10 of the Company's Minnesota Electric Rate Tariffs do not require the Company to undertake any material upgrades in its distribution system to accommodate interconnection of Community Solar Garden applications. For purposes of this Agreement, *material upgrades include, but are not limited to, the addition of substation transformers, the upgrading of existing substation transformers, the installation of new feeder bays, new overhead feeders, or new underground feeders, and re-conductor and pole line work, where the cost of such upgrades exceeds one million dollars.* If the Company does not undertake material upgrades, where such upgrades would otherwise be needed for safety, reliability, or prudent engineering practice, then the Community Solar Garden will not be interconnected to the Company's distribution system.

Order of August 6 at page 12 (emphasis added). This settlement agreement provision was approved without change by the Order of August 6 at page 14. The Commission indicated its belief that the million dollar cap pertains to any one-million-dollar investment at any particular interconnection point, stating:

> This provision appears to have the effect of limiting solar-garden capacity ***at a particular interconnection point*** to the preexisting capacity available at that point on the distribution system.

Order of August 6 at page 14. The language of the settlement agreement, however, does not contain such a limitation, and is ambiguous. The settlement agreement does not prohibit the Company from aggregating costs of multiple interconnection points or multiple garden applications to reach the one-million-dollar cap. Even if one infers that the settlement agreement allows Xcel to aggregate only costs related to a single interconnection point, or related to a single solar garden application, the settlement agreement does not specify whether Xcel's aggregation of costs is limited to the costs of upgrades within substations or can also include costs of upgrades outside of substations. It is unclear from the Order of August 6 whether, once Xcel has aggregated costs totaling the million-dollar cap, Xcel can refuse all further solar garden interconnection applications regardless of the size of the solar garden applicant.

Finally, it is unclear from the language of the agreement whether "unreasonably" high costs, or costs not "directly" related to the "physical facilities" for interconnection to Xcel's distribution system (such as Xcel's overhead costs allocated from Xcel's non-regulated affiliated entities) can be added into the computation of the upgrade cap, to the detriment of Xcel's solar garden retail competitors. But for the settlement agreement and Order of August 6, such costs would not be recoverable from qualifying facilities (QFs), because Minnesota law otherwise limits applicable "interconnection costs" of QFs to:

> "the **reasonable** costs of connection, switching, metering, transmission, **distribution**, safety provisions, and administrative costs incurred by the utility that are **directly related** to installing and maintaining the **physical facilities** necessary to permit interconnected operations with a qualifying facility."[9]

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[9] *See also, In the Matter of the Proposed Adoption of Rules of the Minnesota Public Utilities Commission Governing Cogeneration and Small Power Production*, 1983 WL 908113 at *10 (1983) MPUC Docket No. E-999/R-80-560 (March 7, 1983) ORDER ADOPTING RULES at Section II (L)(adopting rule and rejecting Xcel's proposal to limit its reach to "existing retail" customers) and 18 C.F.R. §292.101 (b)(7), under which interconnection costs are limited to "the **reasonable costs** of connection, switching, metering, transmission, ***distribution,*** safety provisions and administrative costs incurred by the electric utility ***directly related*** to the installation and maintenance of the ***physical facilities necessary to permit interconnected operations*** with a qualifying facility, to the extent such costs are in excess of the corresponding costs which the electric utility would have incurred if it had not engaged in interconnected operations, but instead generated an equivalent amount of electric energy itself or purchased an (Footnote Continued on Next Page)

Minn. Rule 7835.0100 subp. 12. Similarly, unlike the law otherwise applicable to QFs, the agreement is silent as to whether avoided costs are part of Xcel's calculus of interconnection costs. Minn. Rule 7835.0100 further states that:

> "[c]osts are considered interconnection costs only to the extent that they exceed the corresponding costs which the utility would have incurred if it had not engaged in interconnected operations, but instead generated from its own facilities or purchased from other sources an equivalent amount of electric energy or capacity. Costs are considered interconnection costs only to the extent that they exceed the costs the utility would incur in selling electricity to the qualifying facility as a nongenerating customer.[10]

Minn. Rule 7835.0100 subp. 12. If the Commission finds that it is in the public interest to retain the one-million-dollar amount as a measure of whether Xcel must interconnect with its retail solar competitors, then, at minimum, the Commission may wish to clarify what facts permit Xcel to refuse interconnection.

The Commission may also prefer to remove the million-dollar cap on accommodation of interconnection of Community Solar Garden applications, so long as the applicant agrees to pay its share of such costs to the extent it causes the upgrade costs to be incurred. Removal of the cap is consistent with Minn. Stat. § 216B.164, which does not allow a utility to refuse interconnection on grounds that the cost exceeds some particular amount:

> (a) Utilities shall be required to interconnect with a qualifying facility that offers to provide available energy or capacity and that satisfies the requirements of this section.
>
> (b) Nothing contained in this section shall be construed to excuse the qualifying facility from any obligation for costs of interconnection … in excess of those normally incurred by the utility for customers with similar load characteristics who are not cogenerators or small power producers, or from any fixed charges normally assessed such nongenerating customers.

Minn. Stat. § 216B.164, subd. 8. Further, the Commission may wish to consider that the Public Utility Regulatory Policies Act of 1978 (PURPA), which sets the policy for State-regulated utilities to provide interconnection to customers who generate electricity, does not permit such caps as a basis to refuse interconnection. PURPA states:

(Footnote Continued from Previous Page)
equivalent amount of electric energy or capacity from other sources. Interconnection costs do not include any costs included in the calculation of avoided costs."

[10] *Id.*

> Each electric utility **shall make available, upon request**, interconnection service to any electric consumer that the electric utility serves. For purposes of this paragraph, the term “interconnection service” means service to an electric consumer under which an on-site generating facility on the consumer’s premises shall be connected to the local distribution facilities.

16 U.S.C. § 2621 (d) (15). PURPA has no exception that would permit an electric utility to refuse interconnection with customers with on-site generating facilities if the cost of the utilities’ distribution system upgrade would exceed some specified dollar amount.

Finally, the rules implementing PURPA, 18 C.F.R. §§292.303 and 292.306, regarding interconnection and interconnection costs similarly mandate that utilities interconnect, so long as costs are reimbursed by the qualifying facility. 18 C.F.R.§292.303 (c) (1) states:

> Obligation to interconnect. Subject to paragraph (c)(2) of this section, any electric utility shall make such interconnection with any qualifying facility as may be necessary to accomplish purchases or sales under this subpart. The obligation to pay for any interconnection costs shall be determined in accordance with §292.306.

18 C.F.R.§ 292.306 (a) and (b) state:

> (a) Obligation to pay. Each qualifying facility shall be obligated to pay any interconnection costs which the State regulatory authority (with respect to any electric utility over which it has ratemaking authority) or nonregulated electric utility may assess against the qualifying facility on a nondiscriminatory basis with respect to other customers with similar load characteristics.
> (b) Reimbursement of interconnection costs. Each State regulatory authority (with respect to any electric utility over which it has ratemaking authority) and nonregulated utility shall determine the manner for payments of interconnection costs, which may include reimbursement over a reasonable period of time.”

For the reasons stated, the Commission may consider amending Ordering Paragraph 1 on pages 27-28 of the Order of August 6, to comply with Minnesota’s existing laws on QFs, as shown by the following **bold underlining** and strikeouts:

> b. Distribution System Upgrades. The Parties agree that for purposes of interconnecting Co-Located Community Solar Gardens to Xcel Energy’s distribution system, Section 10 of the Company’s Minnesota Electric Rate Tariffs do not require the Company to ~~undertake~~ **bear the cost of** any material upgrades in its distribution system to accommodate interconnection of Community Solar Garden applications. For purposes of this Agreement, material upgrades **will conform to the requirements of Minn. Rule 7835.0100, and** ~~include, but~~ **are** ~~not~~ limited to~~,~~ **the reasonable costs of connection, switching, metering, transmission, distribution, safety provisions, and administrative costs incurred by the utility that are directly related to installing and maintaining**

> **the physical facilities necessary to permit interconnected operations, which facilities include** the addition of substation transformers, the upgrading of existing substation transformers, the installation of new feeder bays, new overhead feeders, or new underground feeders, and re-conductor and pole line work~~, where the cost of such upgrades exceeds one million dollars. If the Company does not undertake material upgrades, where such upgrades would otherwise be needed for safety, reliability, or prudent engineering practice, then the Community Solar Garden will not be interconnected to the Company's distribution system~~. **Material upgrades shall include only the most reasonable, cost-effective solutions available to comply with the governing codes,[11] and to operate the system safely and reliably. Material upgrades to accommodate interconnection must not exceed costs of comparable upgrades undertaken by Xcel to accommodate its own generation. The costs for interconnection should be itemized and made available to the applicant as part of the engineering review process. Actual cost of upgrades will be within 20% of the estimate supplied by the Company.**

If the Commission decides to retain the million-dollar cap on interconnection per solar garden application, it may wish to add the following sentence to the paragraph:

> **Costs associated with material upgrades outside the substation are excluded from the $1 million limit per garden. Each garden application may incur material upgrade costs of up to $1 million for substation improvements.**

Last, the conditions, timeliness, and costs of interconnection should be subject to review and decision by the independent engineer in the event of a dispute as discussed below.

IV. COMMERCE PLAN FOR AN APPROVED INDEPENDENT ENGINEER LIST FOR DISPUTE RESOLUTION AND CLARIFICATION OF THE FINALITY OF THE INDEPENDENT ENGINEERS' DECISIONS.

The Department is in the process of identifying qualified independent engineers through a Request for Qualifications (RFQ). The RFQ will be released by the Department on or about August 27, 2015. The Department intends to circulate the RFQ widely including within its renewable energy newsletter, funding opportunities notification list, previous engineering firms who have done business with the state, trade and professional organizations, the Department website and other means. The Department will distribute the RFQ locally and nationally for maximum exposure and to increase the pool of qualified candidates.

The Department will accept responses for a period of four weeks in the form of a statement of qualifications (SOQ). The Department intends to identify multiple qualified candidates and to maintain a list of independent engineers on the Commerce website.

[11] Current version of the National Electric Safety Code and National Electrical Code as adopted in Minnesota.

In the event of a dispute between an applicant and Xcel regarding technical conditions of interconnection and/or costs associated with interconnection, the applicant (developer) may elect to seek resolution of the dispute by an independent engineer identified on the Commerce list of approved engineers.

The Order of August 6 at page 27 provided that, in the event of interconnection disputes, "The independent engineer shall be selected or approved by the Department to ensure neutrality." The Order of August 6 also states on page 27 that the costs of the independent engineer are to be shared equally by the applicant and the Company.

The Department seeks clarification that the expertise of the independent engineer will be utilized in a manner to minimize the delay inherent in resolving disputes, and that applicants are not responsible for the costs of the independent engineer to the extent that Xcel does not demonstrate the reasonableness of its actions. Specifically, the Department seeks clarification that the independent engineer's resolution of disputes is final and binding on the parties unless an applicant or the Company requests review and determination by the Commission, and in the event that Xcel is not reasonably responsive to discovery requests or does not work cooperatively to attempt to resolve disputes, then applicants are not responsible for the independent engineer's costs.

Thus, the Department recommends the following changes to Ordering Paragraph 1 (Partial Settlement paragraph 2.2.a. (v)) on page 27, as noted in **bold** underlining and strike-outs**,** as follows:

> (v) The Company agrees, upon the request of any Community Solar Garden applicant, to submit interconnection disputes materially affecting the application to an independent engineer. The Company shall cause the selection of the independent engineer promptly following the Effective Date. The independent engineer shall be selected or approved by the Department to ensure neutrality. The independent engineer shall be available on a standing basis to resolve disputes on the study process, including material disputes related to the Company's determination of application completeness, timeliness of application and study processing, and the cost and necessity of required study costs and distribution system upgrades. **The independent engineer's decision is final and binding on the parties unless review and determination by the Commission is requested within 5 business days of the issuance of the independent engineer's written decision by an applicant or the Company.** If the Community Solar Garden applicant disputes the findings of the Company, the applicant may request independent engineer review, and shall share 50% of the costs of the independent engineer. **However, if the independent engineer finds that excess costs of dispute resolution were the result of the Company's failure to be responsive to requests for information or its failure to cooperatively work toward a solution, the Company will bear the cost of dispute resolution services. In the event that Xcel deviates from industry**

standards for access to the grid, from governing codes,[12] FERC rules, the Minnesota Interconnection Standard or from Minnesota Rules, that result in delays, unreasonable conditions of interconnection, and/or excessive costs, dispute resolution costs will not be recoverable from customers. The Parties recognize and agree that the Company is statutorily obligated to provide safe and reliable service, and the safety and reliability of the system should be given paramount consideration in any analysis. A clear dispute resolution process shall be identified by the Parties following the Effective Date of this Agreement.

V. TIMELY PROCESSING OF APPLICATIONS AND THE TRACKING SYSTEM.

The Commission's Order of August 6 on page 22 accepted the Department's proposal "to devise an application-tracking process in cooperation with Xcel and developers." It further stated in Ordering Paragraph 3 on page 29, as follows:

> The Commission directs the Department to devise an application-tracking process in cooperation with the Company and all solar-garden applicants, and to provide the Commission and parties with an application-processing schedule in a compliance filing within 60 days of this order. The Department is authorized to investigate situations in which application-processing timelines are not reasonably met.

The Department accepts the Commission's directive and has identified as its goal to increase the transparency of CSG application processing as a means to expedite application processing. Although its plan in this regard is not due until October 5, 2015,[13] the Department notes generally that to conduct business under the CSG program it likely would be helpful to applicants to have ready access to information including, but not limited to, application status, queue placement, the timeline for review as well as reports from independent engineers actively engaged in dispute resolution.

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. The Department seeks clarification that the Department's written decision in this regard is final and binding on the parties, unless an applicant or the Company requests review and determination by the Commission within 5 business days of the issuance of the Department's written decision.

The Commission's Order of August 6 on page 22 states that requiring detailed information from Xcel, and tracking that information, as to its Section 9 application process and Section 10 interconnection process:

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[12] Current version of the National Electric Safety Code and National Electrical Code as adopted in Minnesota.

[13] Order at 22 and 29.

> …will keep Xcel focused on meeting its obligations under sections 9 and 10, and monthly reporting will ensure that any problematic trends can be identified and addressed in a timely manner. To that end, the Commission will authorize the Department to investigate situations in which application-processing timelines are not reasonably met.

The Department commends Xcel for agreeing to an application processing timeline not to exceed 50 days, as noted on pages 5 and 20 of the Order of August 6:

> The agreement requires Xcel to grant a solar-garden developer permission to interconnect within 50 days of the date its application is deemed complete.

Clearly, successful completion of projects prior to the December 31, 2016 expiration of existing federal tax incentives requires processing by Xcel without undue delay, i.e., without unreasonable delay. The Department believes this 50-day timeline is both reasonable and achievable as reflected by Xcel's commitment to it.

That said, of the 400+ applications filed on or about December 12, 2014, *only one* application has been approved for interconnection according to Xcel's website on August 21, 2015. To meet its 50-day approval timeline, and 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. For these reasons, The Department seeks clarification that the Department's written decisions in this regard are final and binding on the parties, unless an applicant or the Company requests review and determination by the Commission within five business days of the issuance of the Department's written decision.

The Commission's may wish to clarify its Order of August 6 at page 22 as noted in **bold** underlining and strike-outs**,** as follows:

> …will keep Xcel focused on meeting its obligations under sections 9 and 10, and monthly reporting will ensure that any problematic trends can be identified and addressed in a timely manner. To that end, the Commission will authorize the Department to investigate situations in which application-processing timelines are not reasonably met. <u>**The Department's written decision in this regard is final and binding on the parties, unless an applicant or the Company requests review and determination by the Commission within five business days of the issuance of the Department's written decision.**</u>

VI. CLARIFICATION REGARDING OWNERSHIP TRANSFERS.

The Commission may wish to clarify whether CSG applicants with projects exceeding the 5 MW co-location limit may change the name and ownership information for a project at a site without losing the project's queue position.

The Commission's Order of August 6, among other things, limits co-located CSGs to 5 MWs and requires the Department to resolve any disputes regarding the size of co-located CSGs. Because some applicants anticipated, based on the Commission's prior actions, the development of co-located CSGs of sizes greater than 5 MWs, some CSG applicants will need to withdraw or otherwise limit some project applications to meet the 5 MW co-location limit. As a result, the ownership of some co-located CGSs in the application queue are likely to be transferred to others to comply with the Commission's Order of August 6. The Commission may wish to clarify whether CSG applicants, for a limited period of time, may transfer any or all of their ownership interests related to a CSG application to a different developer without the application losing its queue position.

Dated: August 26, 2015

s/ **William B. Grant**

William B. Grant
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STATE OF MINNESOTA

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August 26, 2011

Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 Seventh Place East, Suite 350
St. Paul, Minnesota 55101

RE: Comments of the Minnesota Department of Commerce, Division of Energy Resources
MPUC Docket No. E-002/M-13-867

Dear Mr. Wolf:

Enclosed please find a Request for Clarification of the Minnesota Department of Commerce Division of Energy Resources.

Respectfully submitted,

s/ **Linda S. Jensen**

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Enclosure

cc: Service List

AFFIDAVIT OF SERVICE

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

I, Annabel Foster Renner, hereby state that on the 26th day of August, 2015, I filed by electronic eDockets and served the attached **Request for Clarification of The Minnesota Department of Commerce, Division of Energy Resources** upon all parties on the attached service list.

See attached service list for E-002/M-13-867

/s/ **Annabel Foster Renner**
ANNABEL FOSTER RENNER

Subscribed and sworn to before me on
this 26th day of August, 2015.

/s/ **LaTrice Woods**
Notary Public – Minnesota
My Commission Expires January 31, 2020.

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Shoemaker	Doug	dougs@mnRenewables.org	MRES	Electronic Service	No
Swanson	Eric	eswanson@winthrop.com	Winthrop Weinstine	Electronic Service	No
Sweeney III	Thomas P.	tom.sweeney@easycleanenergy.com	Clean Energy Collective	Electronic Service	No
Thompson	SaGonna	Regulatory.records@xcelenergy.com	Xcel Energy	Electronic Service	No
Treseler	Pat	pat.jcplaw@comcast.net	Paulson Law Office LTD	Electronic Service	No
Willett	Jason	jason.willett@metc.state.mn.us	Metropolitan Council	Electronic Service	No
Williams	Daniel	DanWilliams.mg@gmail.com	Powerfully Green	Electronic Service	No