

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

121 Seventh Place East, Suite 350
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In the Matter of a Formal Complaint and
Petition for Relief by SunShare LLC Against
Northern States Power Co. d/b/a Xcel Energy
Regarding Settlement Agreement

MPUC Docket No. E002/C-25-76

REPLY COMMENT

SunShare LLC (“SunShare”) submits this Comment pursuant to the Minnesota Public Utilities Commission’s (“Commission”) Amended Notice of Comment issued in this matter on January 23, 2025. As further described herein, SunShare requests the Commission grant its request for relief and order Northern States Power Company, d/b/a Xcel Energy (“Xcel Energy”) to issue Interconnection Agreements so SunShare’s projects can qualify for the 2024 Minnesota Low-and-Moderate-Income (“LMI”) Community Solar Garden (“CSG”) Program (“LMI CSG Program”), created by the Minnesota Legislature in 2023, and administered by the Department of Commerce (“Department”).¹ SunShare submitted project applications to the LMI CSG Program in December 2024 and the Department is holding these projects that could potentially fill the remaining program capacity. SunShare entered into the Settlement Agreement with the explicit intent to submit its projects into the 2024 LMI CSG Program. Without this relief, the 2024 LMI CSG capacity will remain unutilized, approximately 4,000 households will lose the opportunity to participate, and the legislature’s intent will go unfulfilled. Below, SunShare responds to the Commission’s topics open for comment.

¹ Minn. Stat. § 216B.1641.

I. The Commission Has Jurisdiction Over the Complaint.

The Commission has jurisdiction over the allegations included in SunShare’s Request for Relief. The Commission undisputedly has jurisdiction over the Settlement Agreement, which specifically allows for Commission intervention in the event a party alleges it was not properly executed.² The Commission also has jurisdiction over the underlying dispute because it manages the Minnesota Distributed Energy Resources Interconnection Process (“MNDIP”) and it has the jurisdiction to order Xcel Energy to issue Interconnection Agreements, as SunShare requests.³

As the Department noted in its Initial Comment filed on February 10, 2025, the Commission has jurisdiction over some of the issues identified in SunShare’s Complaint, and the Department of Commerce has jurisdiction over other issues:

Specifically, the Commission has authority over interconnection and operation standards for distributed energy resources of 10MW or less, including those proposed by SunShare.⁴ The Commission also has jurisdiction over the legacy community solar garden program, and authority over billing and compensation in connection with the LMI community solar garden program.⁵ The Department, however, retains exclusive authority to allocate LMI community solar gardens capacity to eligible community solar gardens.⁶ In sum, the Commission should find it has jurisdiction over the complaint except with respect to SunShare’s LMI community solar garden capacity queue position.

In their Initial Comments, the Minnesota Solar Energy Industries Association (“MNSEIA”) and Xcel Energy also agree the Commission has jurisdiction over the issues SunShare has raised and it appears the Commission’s jurisdiction is undisputed.⁷

² *In the Matter of the Petition of Xcel Energy for Approval of its Proposed Community Solar Garden Program and In the Matter of Implementation of 2023 Legislative Changes to Xcel Energy Community Solar Garden Program*, Docket Nos. E-002/M-13-867 and E-002/CI-23-335 (respectively), Letter Regarding Co-Location Disputes – Exhibit A: Settlement Agreement at 5 (August 30, 2024).

³ Minn. Stat. § 216A.07, subd. 4 (“Investigation. The commissioner may, on the commissioner's own initiative, investigate any matter subject to the jurisdiction of the department or commission”).

⁴ Minn. Stat. § 216B.1611.

⁵ Minn. Stat. § 216B.1641.

⁶ Minn. Stat. § 216B.1641, subd. 4(a)(3).

⁷ *In the Matter of a Formal Complaint and Petition for Relief by SunShare LLC Against Northern States Power Co. d/b/a Xcel Energy Regarding Settlement Agreements*, MPUC Docket No. E002/C-25-76, MnSEIA Initial Comment

II. There Are Reasonable Grounds for the Commission to Investigate SunShare's Allegations and Issue the Requested Relief.

SunShare requests the Commission issue the requested relief and order Xcel Energy to issue the Interconnection Agreements necessary to qualify for the Department's 2024 LMI CSG programs. Not only has Xcel Energy violated the Settlement Agreement, but more broadly, they also prematurely implemented the Midcontinent Independent System Operator's ("MISO") Distributed Energy Resources ("DER") Affected Systems Study ("AFS") process, without the necessary development and process refinements ordered by the Commission and MISO. Xcel Energy's implementation of this new process without the requisite groundwork has impacted nearly all of SunShare's projects in queue, all of which require immediate relief to continue to move through the interconnection process. SunShare requests the Commission:

1) Order Xcel Energy to issue Interconnection Agreements for SunShare's projects in queue affected by Xcel's improper implementation; and

2) Stay Xcel's implementation of MISO's DER AFS transmission studies until Xcel and stakeholders have a better understanding of the processes, including whether to pursue an opt-out provision as some other jurisdictions are examining.⁸

a. Xcel Improperly Implemented MISO's New DER AFS Process.

Xcel failed to develop or revise its processes for the implementation of MISO's new DER AFS process. This issue has already been before the Commission when Xcel proposed to conduct these studies pursuant to its unilateral Affected System Impact Study Agreement ("ASIS Agreement") with MISO, and the Commission ordered the implementation of these new transmission studies to be stayed pending further work to align the affected system study processes

at 2 (February 10, 2025) (eDocket No. 20252-215171-01); *In the Matter of a Formal Complaint and Petition for Relief by SunShare LLC Against Northern States Power Co. d/b/a Xcel Energy Regarding Settlement Agreements*, MPUC Docket No. E002/C-25-76, Xcel Initial Comment at 4 (February 10, 2025) (eDocket No. 20252-215161-01) ("Xcel Initial Comment on SunShare Request for Relief").

⁸ At MISO's July 17, 2024 Planning Advisory Committee meeting, Consumers Energy, DTE Energy, ITC Holdings and Wolverine Power proposed an opt-out provision to BPM-015 Section 8 on the RTO's affected system studies for DER additions that might impact the transmission system. *See Alternative Approach: DER Affected System Study* [PAC-2024-5](#).

with MNDIP and educate stakeholders on the process changes. The Commission’s directive for further development of these processes has not been fulfilled.

i. The Commission and MISO Required Additional Development before Xcel’s Implementation of the MISO Affected Systems Study Process.

1. Commission Stays Implementation of ASIS Agreement

While the issues arising from Xcel Energy’s new DER transmission study processes have recently been brought before the Commission in Docket No. 16-521,⁹ these issues have a long history and first arose in December 2021 when Xcel proposed a new transmission study process for interconnection applications on its distribution grid. Xcel entered an agreement with MISO to develop a written process to study DER interconnection applications that may impact the transmission network.¹⁰ Xcel submitted the ASIS Agreement for Commission approval on December 17, 2021.¹¹

Upon review, the Commission expressed concern that Xcel Energy had not sought input on the agreement, nor explained how it was consistent with MNDIP. On March 31, 2022, the Commission stayed implementation of the ASIS Agreement pending a full comment period.¹² The

⁹ *In the Matter of Updating the Generic Standards for the Interconnection and Operation of Distributed Generation Facilities Established Under Minn. Stat. § 216B.1611*, MPUC Docket No. E999/CI-16-521, Notice of Comment Period (February 10, 2025) (eDocket No. 20252-215167-01) (“Docket No. 16-521 Notice of Comment Period”).

¹⁰ *See In the Matter of Updating Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities Under Minn. Stat. §216B.1611*, MPUC Docket Nos. E999/CI-16-521 & E002/M-13-867, Quarterly Compliance Report (November 15, 2021) (eDocket No. 202111-179770-04)(explaining that the Company and MISO had collaborated for many months to develop a written MISO process for it to study DER interconnection applications).

¹¹ *In the Matter of Updating Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities Under Minn. Stat. §216B.1611*, MPUC Docket Nos. E999/CI-16-521 & E002/M-13-867, Letter (December 17, 2021) (eDocket No. 202112-180793-02) (“MISO Agreement for Transmission Studies Letter”).

¹² *In the Matter of Updating Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities Under Minn. Stat. §216B.1611*, MPUC Docket No. E999/CI-16-521, Order Modifying Practices and Setting Reporting Requirements at 12 (March 31, 2022) (eDocket No. 20223-184288-01) (“March 31 Order”).

Commission added that “the stay does not impact the current MN DIP-approved Affected System Study process used by utilities and MISO.”¹³

The Order, at page 10, stated as follows:

The Commission will also stay Xcel Energy’s implementation of the Affected System Study Agreement with the Midcontinent Independent System Operator (MISO) and will seek additional input. This stay only applies to implementation of this agreement itself; it does not apply to any other requirements of this Order, including deadlines for phasing out the on-hold practice. Given that these projects have already spent significant time in the interconnection queue, the Commission does not intend to further increase that time. Further, the stay does not impact the current MN DIP-approved Affected System Study process used by utilities and MISO.

On February 17, 2022, the Commission filed a notice seeking comments on the ASIS Agreement, and noting the following questions for comment:

- 1) Whether the Agreement between Xcel Energy and the Midcontinent Independent System Operator requires changes to MN DIP or to a tariff;
- 2) What those changes might be;
- 3) Whether any changes to the Agreement should be requested;
- 4) Whether any jurisdictional issues exist; and
- 5) Any other related issues.¹⁴

Pursuant to the Notice of Comment, Xcel Energy submitted comments on March 21, 2022, further explaining the ASIS Agreement and proposing the changes to MNDIP to harmonize it with the ASIS Agreement. Xcel explained the transmission study process: “[u]nder MN DIP 4.3.6, the affected system impact study will be completed by MISO when Xcel Energy identifies the potential for adverse transmission system impacts from the proposed DER interconnection.”¹⁵

¹³ *Id.* It is SunShare’s understanding that until October 1, 2023, Xcel flagged DER for MISO review using an ad-hoc process. *See* Exhibit 13 (Xcel Response to SunShare Information Request 7 Supplement).

¹⁴ March 31 Order.

¹⁵ *In the Matter of Updating Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities Under Minn. Stat. §216B.1611*, MPUC Docket No. E999/CI-16-521, Comments at 3 (March 21, 2022) (eDocket No. 20223-184004-01) (“Xcel Initial Comments on ASIS Agreement”).

MISO would then need to determine within 20 Business Days whether to conduct a study for the project.¹⁶ Xcel also explained that a MISO transmission study may include two or more projects at a time.¹⁷

As part of its proposed process to implement the ASIS Agreement, Xcel proposed the following changes to MNDIP:

1. Xcel proposed an amendment to Attachment 6, System Impact Study (“SIS”) Agreement, to reflect the timing of the deposit due to the Transmission Provider, and to reflect that Xcel would be billing the interconnection customer based on the costs of the transmission study provided by the Interconnection Provider (i.e., MISO).¹⁸

2. Xcel proposed to amend MNDIP section 4.3.6 to reflect that the need for a transmission study may arise outside of the System Impact Study.¹⁹

3. Finally, Xcel proposed a series of amendments to MNDIP and the Facilities Study Agreement to account for any “transmission provider facilities study costs.”²⁰

On March 31, 2022, Xcel submitted reply comments reiterating its support for the changes to MNDIP to better align with the transmission study process.²¹

2. MISO Adopts ASIS Agreement as DER AFS in its Business Process Manual (“BPM”) and Recommends Harmonization with State Processes

To SunShare’s knowledge, after the comment period the ASIS Agreement was never resubmitted for Commission approval. Instead, MISO began an Interconnection Process Working Group and formally adopted the ASIS Agreement as its new DER AFS in its Business Practice Manual.²²

¹⁶ *Id.* at 9.

¹⁷ *Id.* at 5.

¹⁸ *Id.* at 7.

¹⁹ *Id.* at 6-7.

²⁰ *Id.* at 10.

²¹ *In the Matter of Updating Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities Under Minn. Stat. §216B.1611*, MPUC Docket No. E999/CI-16-521, Reply Comments (March 31, 2022) (eDocket No. 20223-184296-01).

²² MISO, GENERATION INTERCONNECTION BUSINESS PRACTICES MANUAL, BPM-015-r26 (March 1, 2023).

In discussing its proposed implementation of its new processes, MISO specifically requested electric distribution utilities and state Commissions revamp existing programs to accommodate its new program. MISO stated:

Implementation Guidance for Electric Distribution Companies and State-Jurisdictional Regulators

While DER interconnection is wholly State-jurisdictional at this time, MISO’s offers guidance on how Electric Distribution Companies (EDCs) and Relevant Electric Retail Regulatory Authorities (RERRAs) could view implementation. As a general matter, MISO suggests RERRAs examine how MISO’s DER AFS may fit within existing State-jurisdictional affected system study interconnection practices and to what extent practices may need to be adapted or developed.²³

3. Xcel Unilaterally Implements MISO’s DER AFS and Unilaterally Amends MNDIP SIS Agreement

The last action taken by the Commission on this topic was an order to stay the ASIS Agreement pending a full comment period, and the Commission directed Xcel Energy to withhold changes to the transmission study process until a full record could be compiled and evaluated.

Instead of continuing with the comment period to seek approval of the ASIS agreement (and the associated MNDIP Amendments Xcel had proposed), Xcel relies on the MISO DER AFS to implement sweeping changes to the queue process, even though the MISO-recommended

²³ MISO, *Distribution Interconnection Coordination* (last accessed March 27, 2025), <https://www.misoenergy.org/planning/resource-utilization/distribution/#accordion6504Collapse4=&t=10&p=0&s=FileName&sd=desc> (“While DER interconnection is wholly State-jurisdictional at this time, MISO’s offers guidance on how Electric Distribution Companies (EDCs) and Relevant Electric Retail Regulatory Authorities (RERRAs) could view implementation. As a general matter, MISO suggests RERRAs examine how MISO’s DER AFS may fit within existing State-jurisdictional affected system study interconnection practices and to what extent practices may need to be adapted or developed. MISO expects the MISO DER AFS screening and study process to be triggered by new DER interconnection requests. Existing DER should be included for purposes of screening and study, but MISO’s DER AFS process transition does not equate to a MISO request to evaluate all existing DER Substations that might exceed the new criteria. Consistent with MISO’s understanding of common RERRA interconnection practices, existing DER is “grandfathered” using the interconnection requirements that were in place at the time of interconnection. In terms of which new DER applications might be included in MISO’s first DER AFS cycle, MISO suggests EDCs and RERRAs consider a cutoff point associated with state-Jurisdictional steps such as application deemed complete, EDC screening, or the EDC’s distribution system impact study. These DER interconnection process steps often feed into transmission studies and affected systems studies and may be an appropriate demarcation point that does not require DER interconnection customers to move backwards, or pause, within the relevant interconnection process. MISO anticipates that DER Substations that trigger MISO’s screening criteria will also trigger EDC distribution impact studies.”).

harmonization with state processes was never done. MISO explicitly announced that the utilities and commissions should work to reconcile the state-jurisdictional queue processes to accommodate the new MISO DER AFS process, just like the Minnesota Commission required of Xcel before it could implement the ASIS Agreement (which later became the MISO DER AFS process). This harmonization never occurred, and it has already resulted in chaos, with months added to the queue timelines (sometimes doubling the study timelines), and added costs, (sometimes doubling or tripling the costs projects paid before the processes were implemented.).

In addition to the DER AFS, according to the Distributed Generation Workgroup (“DGWG”)²⁴ comments submitted by Nokomis Energy LLC, Enterprise Energy, Novel Energy Solutions LLC, and Sunrise Energy Ventures LLC in Docket No. 16-521, Xcel has also implemented a new internal study that “resurrected the portion of the ASIS agreement that MISO does not believe pose any risk to the transmission system, projects that merely exceed daytime minimum load, and is undertaking the transmission study process itself.”²⁵ Beginning sometime in 2022, Xcel and MISO operated under an ad-hoc procedure for projects that could potentially trigger an affected system study.²⁶ But beginning in 2023, Xcel implemented two new procedures (MISO’s DER AFS and Xcel’s internal transmission studies)²⁷ that replaced the ad-hoc studies

²⁴ The MPUC established the DGWG in January 2017 to facilitate the process of establishing new Minnesota Interconnection Standards, which it achieved in forming the Technical Interconnection and Interoperability Requirements. The DGWG facilitates discussion and collaboration on interconnection issues and opportunities, which can be highly technical or more policy oriented, by bringing issues through the formal Notice of Comment and Agenda Meeting process.

²⁵ *In the Matter of Updating Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities Under Minn. Stat. §216B.1611*, MPUC Docket No. E999/CI-16-521, Transmission Studies for DER Project Report at 6 (February 11, 2025) (eDocket No. 20252-215196-01) (“DGWG Comments”).

²⁶ *Id.* at 5; see also Xcel March 13 filing at p 11 (“By January 2023, MISO had accepted for study its first DER project under the “ad hoc” process and the results showed that the transmission upgrade costs would be approximately \$8 million if the project were to move forward.”)

²⁷ There is a potential for transmission system adverse system impacts when either the MISO trigger for further review or the Xcel Energy trigger for further review are met. The MISO trigger for further review is when the reverse flow is identified to exceed peak substation load. An Xcel Energy Transmission System Impact Study is triggered when reverse flow exceeds the substation Daytime Minimum Load. In either case, reverse flow to the substation would show potential for transmission system adverse system impacts for both safety and reliability and therefore creates a

and completely revamped the queue procedures. In a circular and nonsensical argument, Xcel claims that the Commission’s March 31, 2022, Order “is clear that the stay does not impact the MN DIP-approved Affected System Study process used by utilities and MISO. The approach described above, with separate triggers for a MISO review and Northern States Power Company transmission review, use the MN DIP-approved process.”²⁸ In other words, Xcel believes it is justified in implementing the ASIS agreement, albeit (under a new name of MISO DER AFS) because it is MN-DIP approved, even though Xcel already pointed out multiple instances where the ASIS Agreement conflicts with MNDIP.²⁹

Not surprisingly, Xcel also states that the changes it proposed to MNDIP to implement the ASIS Agreement are not required to conduct transmission studies. When asked whether Xcel no longer believed MNDIP amendments were needed, Xcel stated:

This question contains an incorrect summary of the Company’s March 21, 2022 comments in Docket 16-521. These comments were pursuant to the Commission’s February 17, 2022 Notice of Comment Period which raised the issue of whether the Commission should take any further action related to the Affected System Impact Study (ASIS) Agreement between Xcel Energy and the Midcontinent Independent Service Operator (MISO). The March 21, 2022 comments of the Company noted that this ASIS Agreement is generally consistent with MN DIP, but that MN DIP is internally inconsistent within itself. The proposed redline changes at pages 6-7 of that filing contain suggestions to resolve internal MN DIP inconsistency. The absence of making these changes does not preclude having transmission studies. The Company still supports these changes to resolve the internal MN DIP inconsistency, but these changes are not required to conduct transmission studies.³⁰

It is unclear to SunShare why Xcel believes inconsistencies within MNDIP do not need to be reconciled, as Xcel expressed in March 2022. Likely Xcel believes no changes to MNDIP are

need for the studies in both scenarios. Both types of studies would determine if the DER causes any adverse transmission system impacts.

²⁸ DGWG Comments at 5-6.

²⁹ The ASIS Agreement and the DER AFS are all substantially similar. *See* Appendix A. The DER AFS evolved from the ASIS Agreement. *See* Xcel Initial Comments on ASIS Agreement at 2.

³⁰ DGWG Comments at 7-8.

necessary because it already effectively unilaterally amended MNDIP and its tariff to account for the inconsistencies it has previously raised. For example, and as described further below, Xcel unilaterally modified MNDIP Attachment 6: System Impact Study Agreement, Xcel Tariff Sheet 10-232 to 10-327, to attempt to reconcile the inconsistencies on payment terms between MISO’s process and MNDIP, and presented that amended SIS Agreement to SunShare as if it were a tariff approved by the Commission on May 19, 2019.³¹

In introducing the ASIS Agreement, which the Commission stayed, Xcel acknowledged that MISO’s studies of projects in excess of Daytime Minimum Load or exceeding peak load at a substation “can take a significant amount of time and will expand timelines for these types of projects.”³² Xcel’s actions have the potential to dramatically affect projects in queue, in contravention of MNDIP, and without the necessary stakeholder engagement and state-process harmonization ordered by the Commission and MISO. This is egregious behavior, that has wreaked havoc with SunShare’s projects and requires immediate relief.

b. The Application of Xcel’s Implementation of MISO’s DER AFS on SunShare’s Projects Show Xcel Was Never Able to Perform under the Settlement Agreement, and that the New Transmission Studies (Whether Xcel’s Internal or the MISO DER AFS) Will Significantly Delay Projects in Queue and Astronomically Increase Costs.

Without the necessary stakeholder work and changes to MNDIP, Xcel’s implementation of MISO’s DER AFS has been inconsistent and chaotic and in violation of MNDIP and Xcel’s tariff.³³ In its Initial Comments, Xcel explains parts of the interconnection process at length and alleges SunShare should have known of the potential for its project to require a transmission study

³¹ Xcel apparently modified the SIS Agreement in a different way to accommodate its own transmission studies, and it filed that Amended SIS Agreement on March 13, 2025, as a tariff that was approved on December 14, 2018. *In the Matter of Updating Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities Under Minn. Stat. §216B.1611*, MPUC Docket No. E999/CI-16-521, Utility Comments – Attachment E: 5 of 6 (March 13, 2025) (eDocket No. 20253-216365-01).

³² Xcel Initial Comments on ASIS Agreement at 2.

³³ See Appendix C, which details the inconsistencies between MISO’s DER AFS and MNDIP/Xcel’s tariff.

to be conducted by MISO. And yet, the timeline of the record, as fully laid out in Appendix B, shows that:³⁴

Dramatic Changes in Scope of Projects Requiring Transmission Studies, Triggering a Full DER AFS Study for All of SunShare's Projects -

1. Pursuant to Commission Order, Xcel's ASIS Agreement, which morphed into MISO's DER AFS, was stayed pending further development to align with MNDIP, which did not occur.³⁵
2. Until December 2024, only two of SunShare's projects had ever been flagged for transmission studies under Xcel's ad hoc MISO process. Now, not only have eight of SunShare's projects been flagged for the MISO screen, but every project screened will require the full MISO study.
3. Xcel claims they have instructed the DGWG that the new DER AFS was being implemented but Xcel gave no indication of the breadth and sweeping impacts that would ensue. When Xcel first proposed the ASIS Agreement in 2021, it included a list of 68 substations that would be impacted by implementation of the new agreement. But with the implementation of the DER AFS, Xcel provided no such list or any indication of how many projects would be triggered for further review under the DER AFS screen or study criteria.
4. In total, 11 projects were submitted to MISO for study prior to October 1, 2023, using the ad-hoc process. Since the implementation of the MISO DER AFS in October 2023, Xcel has submitted 22 projects to MISO. Approximately 70 percent of the projects screened have required a full MISO study.³⁶
5. SunShare has had eleven projects screened and all have required the full MISO study. Therefore, SunShare's projects comprise 50% of all projects that have required the MISO screen, and all of those projects have required the full study.

Xcel Demanded Payment of \$480,000 Thirteen Minutes before It Was Due, and then Removed Projects in Queue for Nonpayment

6. Upon learning that eight of its projects required a full MISO study, and another three projects would also likely require a full study, SunShare contacted MISO to better understand the new DER AFS process.³⁷ On January 2, 2025, MISO instructed SunShare that pursuant to its BPM 8.3, payment for the eight projects requiring a full MISO study (\$480,000) was due February 19, 2025.³⁸

³⁴ See Appendix B for a timeline of issues and miscommunications SunShare experienced with its projects in queue.

³⁵ Xcel Initial Comment on SunShare Request for Relief – Attachment C: 4 of 47.

³⁶ Ex. IR Supp 7.

³⁷ Ex. 9.

³⁸ Ex. 2.

7. In response to SunShare's request for further clarification of the timeline and payment requirements on January 8, 2025, Xcel explained on January 9, 2025, that the study deposits were due January 21, 2025. Otherwise SunShare could elect to wait for the next quarterly DER AFS study without losing its place in queue.
8. Upon additional inquiry from SunShare as to the conflicting due dates for the MISO study fee on January 16, 2025, Xcel stated on January 17, 2025, it was further looking into the required payment deadlines.
9. On January 21, 2025, at 6:47 pm, thirteen minutes before the queue payment portal closed, and in direct conflict with MISO's written instructions on January 2, 2025, Xcel informed SunShare that its six study deposits were due that day, January 21, 2025. Xcel stated that "after further internal discussion, it was determined that per MNDIP, [Xcel was] not allowed to delay studies and timelines in the queue," and that the January 21, 2025, date was an "already extended timeline," and the actual due date was January 2, 2025.
10. To add to the confusion around the payment timelines, Xcel has repeatedly stated in filings that the MISO, not the MNDIP, timelines control. For example, in its March 21, 2022, Comments, Xcel stated: "At a high level, where studies or work relate to the transmission network, then MISO should be taking the lead. In this situation, the MN DIP should follow the MISO practice instead of the other way around."³⁹ Xcel also stated, in its December 13, 2024, DGWG Report: "For MISO analysis, we send MISO the details necessary to add the project to their list, and the project follows then the MISO timelines for their review and study."⁴⁰
11. On January 22, 2025, Xcel informed SunShare that because it missed the payment deadlines, Xcel removed two projects [TRADE SECRET INFORMATION BEGINS... ██████████ ...TRADE SECRET INFORMATION ENDS] from queue, and it was further considering whether four projects subject to SunShare's Commission complaint [TRADE SECRET INFORMATION BEGINS... ██████████, ██████████ ...TRADE SECRET INFORMATION ENDS] would also be removed from queue.

Xcel Inexplicably Missed the MISO Deadline, Pushing One Project to the Next Quarterly Review

12. For one particular project [TRADE SECRET INFORMATION BEGINS... ██████████ ...TRADE SECRET INFORMATION ENDS], Xcel notified SunShare on October 17, 2024, that it required a MISO screen. SunShare submitted the MISO Screen Agreement and the Scope of Work on October 24, 2024. Despite SunShare's repeated attempts to receive a status update in November and December, Xcel responded on January 9, 2025, and informed SunShare that Xcel

³⁹ Xcel Initial Comments on ASIS Agreement at 8.

⁴⁰ DGWG Comments at 1.

never sent the project to be screened and therefore it was on hold pending the Q1 2025 MISO Screen, unnecessarily delaying the project by three months.⁴¹

Xcel Missed 30-Day SIS Milestone by 63 Days, and Demanded SunShare Move Forward with a Full MISO Study, before the SIS Was Complete

13. In the case of the [TRADE SECRET INFORMATION BEGINS... [REDACTED] ...TRADE SECRET INFORMATION ENDS] project, Xcel did not complete the 30-day SIS that was initiated on September 27, 2024, until February 28, 2025 – 63 business days overdue. Despite having missed the “milestone deadline” for the completion of the SIS, Xcel informed SunShare on November 21, 2024, that the project required a MISO screen, but that SunShare had the option to wait for the SIS results before beginning the MISO screen. But on December 17, 2024, Xcel informed SunShare, that despite the fact that the SIS was still incomplete, SunShare was required to move forward with a full MISO study or withdraw the project by December 20, 2024. On January 30, 2024, Xcel informed SunShare that the SIS was again delayed another 30 days.

Xcel Unilaterally Amended the System Impact Study Agreement

14. For all of the MISO studies, Xcel required SunShare to sign an “amended” SIS Agreement – which was never approved by the Commission – or face immediate project cancellation. To initiate the MISO DER AFS, Xcel issued a SIS Agreement to SunShare, but instead of using the Commission-approved MNDIP SIS Agreement, Xcel added an “Amendment” to explain the new timing requirements that conflict with MNDIP and the SIS Agreement.⁴² The Amendment stated as follows:

Amendment

As allowed by paragraph 12.0 above, the Parties have agreed to amend this Agreement. With the signature of the Parties above, the Parties have agreed to this Amendment.

If the project subject to this Agreement requires screening for a Midcontinent Independent System Operator (MISO) transmission system impact study, the deposit referred to in paragraph 8.0 for the good faith estimated cost of such a transmission system impact study shall be paid within 10 Business Days after the Company informs the Interconnection Customer that the MISO screening results show that a full MISO transmission system impact study is required. Due to tight MISO timelines for payment, and the need for the Company to receive the payment and then forward that payment to MISO in a timely way, the Parties agree that

⁴¹ Xcel Initial Comment on SunShare Complaint at 7, n. 10 (“We acknowledge this missed deadline was made in error by the Company”).

⁴² Utility Comments – Attachment E: 5 of 6

notwithstanding the general provisions in MN DIP 5.2.3 for extending time, there shall be no extension requested or allowed for the above 10 Business Day required payment date. Timely payment is of the essence. The Parties agree that any failure of the Interconnection Customer to make timely payment of this amount shall cause the above application to lose its position in queue and to be withdrawn.

This “Amendment” to the SIS Agreement is the same change to MNDIP that Xcel proposed in its Initial and Reply Comments in March 2022, responding to the Commission’s inquiry as to which MNDIP provisions required changes before implementation of the ASIS Agreement.

Xcel’s Internal Transmission Studies Would Have Made Xcel’s Performance of the Settlement Agreement Impossible

15. Even if SunShare’s projects would not have triggered MISO’s DER AFS review, it appears they would have triggered Xcel’s internal transmission study requirements. For example, in Docket No. 16-521, the Joint Solar Associations (“JSA”) noted that Xcel’s internal transmission study:

would permit Xcel to do its own transmission impact study using a lower standard than the one used by MISO. The JSA understand that this standard will capture over 90 percent of projects currently in the interconnection queue in a new, unapproved process, adding months and significant financial hardship to interconnection processes.⁴³

Similarly, the DGWG Commenters note that:

nearly every distributed interconnection application in Xcel’s service territory will now be subjected to a \$33,000 transmission study, none of which concern MISO enough to study. And according to Xcel, each transmission study will be performed on only one project per substation at a time, conducted only once per quarter, and take up to 90 days each. This inability to complete more than four (4) interconnection agreements per substation, per year, will lead to cascading delays throughout Xcel territory, adding years to the MNDIP study timelines.⁴⁴

It is clear on this record Xcel took no action on the Commission’s Order instructing more stakeholder engagement and process development before implementation of the ASIS Agreement,

⁴³ *In the Matter of Updating Generic Standards for Utility Tariffs for Interconnection and Operation of Distributed Generation Facilities Under Minn. Stat. §216B.1611*, MPUC Docket No. E999/CI-16-521, Letter from JSA on Transmission System Impact Study Process at 2 (December 13, 2024) (eDocket No. 202412-212998-01).

⁴⁴ DGWG Comments at 12.

which later became MISO's DER AFS. Similarly, Xcel took no action on MISO's instructions to harmonize MISO's new DER AFS with state processes such as MNDIP.

Xcel's view that MISO'S DER AFS process is exempt from MNDIP is incompatible with its prior proposed amendments to MNDIP. All of the changes to MNDIP Xcel proposed for the implementation of the ASIS Agreement are equally applicable to MISO's DER AFS transmission study process. Whether the transmission study is being conducted by Xcel or MISO, the timing of the deposit is not strictly connected to the execution of the system impact study agreement, as it suggests in the SIS Agreement (before Xcel's unilateral amendment thereto). Moreover, Xcel has asserted that it may determine that a project is subject to a new transmission study process at any time, not just after the system impact study. Despite these inconsistencies with MNDIP, which Xcel already identified, Xcel has still not proposed any process to integrate the MISO DER AFS or its new transmission studies process into MNDIP.

c. There Are Reasonable Grounds to Issue the Requested Relief.

The Commission should issue the relief SunShare requested for Xcel's failure to implement the Settlement Agreement filed on August 30, 2024, as requested in SunShare's December 31, 2024, letter.⁴⁵ At the time SunShare entered into the Settlement Agreement, it was unaware that Xcel's new criteria for transmission studies would be applied in a manner that requires additional transmission studies for all of its projects. The timing required for implementation of these transmission studies is entirely unclear,⁴⁶ but Xcel has acknowledged that the studies could add significant time for projects to go through the queue and Xcel knew or should have known it could

⁴⁵ *In the Matter of a Formal Complaint and Petition for Relief by SunShare LLC Against Northern States Power Co. d/b/a Xcel Energy Regarding Settlement Agreements*, MPUC Docket No. E002/C-25-76, Request for Relief – Co-Location Determination Appeal and Breach of Settlement Agreement (December 31, 2024) (eDocket No. 202412-213429-01).

⁴⁶ Although Xcel does make clear that its process [TRADE SECRET INFORMATION BEGINS...

... TRADE SECRET INFORMATION ENDS].

never perform under the timelines set forth in the Settlement Agreement.⁴⁷ In fact, Xcel has all of the data to notify projects whether they will trigger transmission studies at many points in the queue, but Xcel never indicated SunShare’s projects would require further study. SunShare requests the Commission remedy this breach and order Xcel to issue Interconnection Agreements for the projects it submitted to the 2024 LMI CSG Program in December 2024, after Xcel [TRADE SECRET DATA BEGINS... [REDACTED]

[REDACTED] ... TRADE SECRET DATA ENDS].

The Commission should also order Xcel to pursue an opt-out of the MISO DER AFS and the Commission should stay implementation of the new MISO process until the Commission can understand its broad ramifications and until Xcel sets forth the rules and changes to MNDIP that need to occur. Other jurisdictions have flagged the broad issues the DER AFS process will cause, including that:

- The process, study, and fee requirements for the DER AFS (under MISO BPM-015 Section 8) are burdensome, duplicative of the more comprehensive existing TO FAC-002 studies, create unnecessary costs, and have the potential to significantly limit DER deployment.
- The BPM assigns all study costs to Transmission Owner, not the DER customer.
- There are significant jurisdiction issues raised by the current BPM language.⁴⁸

In addition to Xcel’s chaotic implementation of the new MISO DER AFS process, Xcel has also simultaneously implemented a new internal transmission study process. As indicated earlier in this comment, Xcel’s internal transmission study issues have been flagged by stakeholders in Docket 16-521⁴⁹ and SunShare supports the Commission’s investigation into the broader questions of

⁴⁷ Request for Relief – Co-Location Determination Appeal and Breach of Settlement Agreement at 2.

⁴⁸ MISO, *Alternative Approach: DER Affected System Study*, Planning Advisory Committee (August 28, 2024), [https://cdn.misoenergy.org/20240828_PAC_Item_06_DER_AFS_Presentation_\(PAC-2024-5\)644468.pdf](https://cdn.misoenergy.org/20240828_PAC_Item_06_DER_AFS_Presentation_(PAC-2024-5)644468.pdf).

⁴⁹ Docket No. 16-521 Notice of Comment Period.

what transmission studies are required, their cost, timelines and impact to projects in queue, and what changes to MNDIP are required so stakeholders can understand and plan for any new processes that are actually necessary. Without relief, not only will individual projects be hamstrung by the costs and delay of serial studies, but more broadly, Xcel's implementation, without Commission intervention, will make Minnesota's distributed generation goals unachievable.

III. It is in the Public Interest for the Commission to Issue the Requested Relief.

It is in the public interest for the Commission to issue the requested relief. Without the Commission's intervention, the Department's 2024 LMI program capacity will go unutilized, and thousands of low-income participants will be deprived of their opportunity to subscribe to a community solar garden, as the legislature intended by allocating 100MW of capacity for the 2024 LMI CSG Program. The Commission should order Xcel to restore SunShare's queue positions and issue the Interconnection Agreements they should have received but for Xcel's inappropriate, undocumented implementation of these new transmission processes. Providing for such Interconnection Agreements does not harm any parties, as that capacity was unutilized as of the end of 2024. Rather, allowing Xcel's delay to stand will harm SunShare, and deprive thousands of Minnesotans the opportunity to benefit from the legislature approved 2024 capacity. In addition, the Commission should investigate Xcel's queue processes and the necessary changes to MNDIP so that projects can predictably move through the queue.

Dated: March 27, 2025

Respectfully submitted,

STOEL RIVES LLP

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APPENDIX A: COMPARISON OF ASIS AGREEMENT AND MISO’S DER AFS

The Affected System Impact Study (“ASIS”) Agreement and MISO Generator Interconnection Distributed Energy Resources Affected System Study (hereinafter, “MISO AFS”) track each other in several significant ways, although differ in the level of detail each provides. MISO’s AFS BPM intends to evaluate the impacts of DERs proposed for interconnection through an applicable Electric Distribution Company (“EDC”) (i.e., Xcel Energy (d/b/a Northern States Power Company or NSP)) and Relevant Electric Retail Regulatory Authority (“RERRA”) (i.e., Minnesota Public Utilities Commission) processes. MISO’s AFS at a high level, makes proposals regarding (1) screening, (2) studies and reports, and (3) facilities studies and network upgrades.⁵⁰ To the extent an electric transmission system operated by MISO may be affected (the “Affected System”) by the proposed DER interconnection, Xcel may determine it is necessary for MISO to study the impacts on the Affected System and determine any necessary mitigation.⁵¹

Study Process. Under MISO AFS BPM Section 8.3.2, MISO details the study process used for a DER AFS. It states it will carry out DER AFS cycles with a quarterly cadence, which will be allocated 90 calendar days, with steps such as screening, agreements, and deposits occurring outside the 90 days period. The ASIS Agreement prescribes this process in greater detail in its section 2.2 (see Table 1 in Appendix A).

Deposit Amount and Payment Method. MISO AFS BPM Sections 8.3.1.3 and 8.3.2.2 outline the DER AFS deposit amounts (i.e., \$60,000 per DER Substation). This same information is covered in ASIS Agreement sections 2.2.4 and 2.2.5.

Facilities Studies and Network Upgrades. MISO AFS BPM Section 8.3.4 describes when and how MISO and the TO will use the Facilities Study process (i.e., to estimate cost and timeframes for constructing Network Upgrades). The ASIS Agreement similarly provides for Facilities Studies for System Upgrades in its section 2.5.

MISO also commits to provide a DER AFS Report following completion of its study in AFS BPM 8.3.3. Similarly, ASIS Agreement section 3.5 binds MISO to complete its studies and provide Xcel with a final report.

Table 1: Similarities with ASIS Agreement and MISO DER AFS

⁵⁰ MISO AFS BPM Section 8.2.

⁵¹ MISO Agreement for Transmission Studies Letter – Attachment A: 1 of 13.

	ASIS Agreement	MISO AFS BPM
Study Process	<p>The ASIS Agreement prescribes the study process in detail in its section 2.2.</p> <p>Section 2.2.1 prescribes criteria for when a DER interconnection application necessitates identification of that project for MISO’s review under the terms of the ASIS Agreement.</p> <p>Section 2.2.2 confers on MISO authority to make the final determination on whether its Transmission System is “impacted by substation aggregate of the identified Proposed DER Projects,” and to identify necessary mitigations.⁵²</p> <p>Section 2.2.3 directs that MISO will conduct studies that determine the impact of identified Proposed DER Projects on the Transmission System, as well as criteria to which the studies must conform.</p> <p>Section 2.2.4 provides for the grouping of Proposed DER Projects by substation, and the associated provision of</p>	<p>MISO AFS BPM Section 8.3.2, MISO details the study process where a DER AFS is deemed necessary. It states it will carry out DER AFS cycles with a quarterly cadence, which will be allocated 90 calendar days, including steps such as screening, agreements, and deposits occurring outside the 90 days period</p> <p>Regarding the information exchange provided for in the ASIS Agreement section 2.2.4, the MISO AFS BPM provides for the same in its Section 8.3.2.3 on Data Exchange.</p>

⁵² ASIS Agreement at 4.

	ASIS Agreement	MISO AFS BPM
	<p>information to MISO. This section also provides for the \$60,000 deposit for each study group.</p> <p>Section 2.2.5 describes the document Xcel will provide to MISO, the Statement of Work, which will lay out terms and authorize MISO to commence its studies. It also provides for the provision of a deposit from Xcel to MISO.</p>	
Deposit Amount and Payment Method	This same information is covered in ASIS Agreement sections 2.2.4 and 2.2.5.	MISO AFS BPM outlines the DER AFS deposit amount (i.e., \$60,000 per DER Substation) in its section 8.3.2.2, as well as in Section 8.3.1.3.
Facilities Study and Network Upgrades	The ASIS Agreement similarly provides for Facilities Studies for System Upgrades in its section 2.5.	MISO AFS BPM 8.3.4 describes when and how the Facilities Study process is used (i.e., to estimate cost and timeframes for constructing Network Upgrades).
Final Report	Similarly, in ASIS Agreement section 3.5, MISO is bound to complete the study and provide Xcel with a final report.	MISO also commits to provide a DER AFS Report following completion of its study in AFS BPM 8.3.3.

APPENDIX B: TIMELINE OF ISSUES AND MISCOMMUNICATIONS AFFECTING SUNSHARE’S PROJECTS IN QUEUE

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
Process for MISO DER AFS Screens and Studies	January 2, 2025 ⁵³		<p>“We have reviewed your request and wish to inform you that MISO is unable to waive or defer the required DER AFS study deposit. I would also note some confusion about the due date for that deposit, which is required to be submitted by the relevant MISO Transmission Owner (“TO”) if deemed necessary following completion of MISO’s screening analysis. Per the timeline diagram below, which can be found in Section 8.3 of MISO’s Generation Interconnection Business Practices Manual, the deposit is due 30 days after MISO invoices the TO. As outlined on the MISO website, MISO will invoice TOs on January 8, 2025, and study deposits will be due February</p>	

⁵³ Ex 2.

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
			19, 2025 (not January 2, 2025, as indicated in your email)."	
	January 8, 2025 ⁵⁴	<p>"How does Xcel Energy determine what projects to send to MISO for the screening process?</p> <p>-Does Xcel send all projects currently in SIS and let MISO determine what needs to be screened?</p> <p>-Does Xcel pre-screen before sending applications to MISO?</p> <p>-Is Xcel sending applications that exceed the daytime minimum load or just the projects that exceed the peak transformer load?</p> <p>Is the "Proposed New DER MW" column (screenshot below) listed in MW AC or DC?</p> <p>-Is there a reason why that number does not match the queue report from January (screenshot below)?</p>		

⁵⁴ Ex 1.

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
		<p>-Take substation Dassel for example - MISO lists 5.08 MW but the Xcel queue lists 4.975 MW. Will Xcel add a "known MISO constraints" table to the queue report?"</p>		
	January 16, 2025	<p>“This is a new process for us so as you can imagine we are trying to wrap our heads around the process, capital at risk, potential for upgrades, etc. I'm hoping you can help us with the following items:</p> <ul style="list-style-type: none"> -Is there a contact you can provide us at MISO that may be able to provide some more information to us? -The MISO website lists 2/19/25 as the study fee due date but we have received different dates from Xcel. Can you please confirm the final date for us to make our decision and fund the study?" 		

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
MISO Optional Quarterly Delay and Study Deposit Due Date	January 10, 2025 ⁵⁵			<p>“10. MISO study payment timeline?</p> <p>a. The final date to fund the 2025 Q1 MISO study is January 21, 2025.</p> <p>b. Projects can be submitted for AFS in the next quarter. To initiate this process, a request must be sent to Violeta, with engineering included in the CC”</p>
	January 16, 2025 ⁵⁶	“The MISO website lists 2/19/25 as the study fee due date but we have received different dates from Xcel. Can you please confirm the final date for us to make our decision and fund the study?”		
	January 17, 2025 ⁵⁷			“As for payment timing, I am looking into this a bit further

⁵⁵ Ex 1.

⁵⁶ Ex. 1.

⁵⁷ Ex. 1.

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				and will get back to you shortly.”
	January 21, 2025 (6:47 PM) ⁵⁸			<p>“I apologize for miscommunication. Our team had best intentions to accommodate and allow your projects to participate in the following quarterly review. However, after further internal discussion, it was determined that per MNDIP, we are not allowed to delay studies and timelines in the queue. With that, the due date for payment that was previously communicated, 1/21/25, is the final date we can accept MISO fee payment for projects that have already been flagged for full MISO TS. Please note that this is already extended timeline. The actual due date was 1/2/25. Any project that was flagged for full MISO TS, and is not funded by 1/21/25, will be withdrawn.</p> <p>My understanding is that MISO provided their final</p>

⁵⁸ Ex 4.

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				funding date of 2/19/25 as that is when everything needs to be in line on their end and ready to start the study. Our team needs sufficient time to provide MISO necessary information for each participating project/substation prior to that date, including MISO fee.”
	January 22, 2025			<p>“It is my understanding that SunShare has signed transmission System Impact Study Agreements for eight projects. ...</p> <p>Two other projects [TRADE SECRET INFORMATION BEGINS [REDACTED] ...TRADE SECRET INFORMATION ENDS] have not timely paid to Xcel Energy the costs for the MISO DER transmission studies. These were each given notification but have still failed to timely pay. These two applications will be withdrawn removed consistent with the above requirements.</p>

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				<p>The other four projects [TRADE SECRET INFORMATION BEGINSTRADE SECRET INFORMATION ENDS] were provided a notice of their 15 BusinessDay deadline to make payment to Xcel Energy, then these requested an extension and were provided an extension to make payment to Xcel Energy on or before January 21, 2025. These four projects failed to make payment and will no longer be include in the Q2 2024 transmission study process because of the missed MN DIP deadline, with the extension. Also, our deadline to MISO for the scope of work is today. These four projects are currently the subject of a formal complaint that SunShare has filed with the MPUC. We will consider the matter and let you know in the next few days on whether these applications have been</p>

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				withdrawn for failure to make timely payments as discussed above.”
Xcel Fails to Send Project to MISO Study	October 17, 2024			<p>“I am reaching out as the distribution System Impact Study that is being completed for your project [TRADE SECRET INFORMATION BEGINS ... [REDACTED] ...TRADE SECRET INFORMATION ENDS] on the CLC022 Feeder has found that further study is needed. Using the MISO standards for determining which projects need to be sent to MISO for its review for transmission issues, our study shows that MISO needs to perform its own Transmission Affected System Impact Study to assess transmission issues associated with this project.”</p>
	October 24, 2024 ⁵⁹			“Thanks, Colin. These all now look good.”

⁵⁹ Ex. 11.

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
	December 30, 2024 ⁶⁰	<p>“I am unable to recall the exact point at which we left off regarding the MISO screen results for [TRADE SECRET INFORMATION BEGINS ... ██████████ ...TRADE SECRET INFORMATION ENDS]. As I remember, you were planning to check with someone for the results. Can you please provide an update on this?”</p>		
	January 9, 2025 ⁶¹			<p>“Error was made on Xcel's end. [TRADE SECRET INFORMATION BEGINS ... ██████████ ...TRADE SECRET INFORMATION ENDS] was not sent to MISO in time. Xcel asked for expedited screening, MISO said no. [TRADE SECRET INFORMATION BEGINS ... ██████████ ...TRADE</p>

⁶⁰ Ex. 8.

⁶¹ Ex. 1.

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				SECRET INFORMATION ENDS] to be in 2025 Q1 Screen. Results due back March 17.”
Delayed SIS and MISO DER AFS Requirement before SIS Complete	October 17, 2024; October 24, 2024			<p>“If you wish to proceed with this project, you need to timely sign the attached Statement of Work (SOW) and MISO Transmission System Impact Study Agreement on or before November 8, 2024. Upon timely signing documents, we would then contact MISO to put this in process for their study. If you do not timely sign given documents, then your interconnection applications will be withdrawn.”</p> <p>“Thanks Colin. These all now look good.”</p>
	November 19, 2025 ⁶²			<p>“We wanted to let you know that we are unable to meet the milestone deadline for the System Impact Study for your application [TRADE SECRET INFORMATION BEGINS ... ██████████</p>

⁶² Ex. 5.

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				...TRADE SECRET INFORMATION ENDS] due to complexity of the project. We estimate that the updated delivery date will be 1/31/2025, which has also been updated in the Portal (the updated due date may not be viewable externally).”
	November 21, 2024 ⁶³			“We are reaching out as the distribution System Impact Study that is being completed for your project [TRADE SECRET INFORMATION BEGINS ... [REDACTED]...TRADE SECRET INFORMATION ENDS] on the SCH211 Feeder has found that further study is needed. Using the MISO standards for determining which projects need to be sent to MISO for its review for transmission issues, our study shows that MISO needs to perform its own Transmission

⁶³ Ex. 7.

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				<p>Affected System Impact Study to assess transmission issues associated with this project. MISO has a standard \$60,000 deposit required for this type of study. These funds can be wired with the wire instructions copied below, please include MISO Study + Case Number in the wire details when making the fund transfer.</p> <p>You have an option to opt in to participate in MISO TSIS now, or you can wait for Distribution SIS results before you make a decision on MISO study. Please advise if you wish to wait for Distribution SIS first.</p> <p>If you wish to proceed with MISO Transmission screening now, you need to timely sign the attached Statement of Work (SOW) and MISO Transmission System Impact Study Agreement on or before December 16, 2024. Eligible</p>

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				<p>for one time 8 business days extension. Note: MISO Screening request for 2024 - Q4 review closes on 12/2/24. In order to successfully enter this review, please submit documentation no later than 12/1/24. If documentation is submitted after 12/1/24, the project will be a part of the following MISO screening. See more here Distribution .</p> <p>Upon timely signing documents, we would then contact MISO to put this project in process for their study. If you do not timely sign given documents, then your interconnection applications will be withdrawn.</p> <p>Please note that MISO deposit is due within 10 business days after MISO determines that a full MISO Transmission SIS is needed. If MISO determines that it can complete its review</p>

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				of your project for less than \$60,000, then we will refund to you all amounts that are refunded to us by MISO.”
	December 17, 2024 ⁶⁴			<p>“I am reaching out regarding your project [TRADE SECRET INFORMATION BEGINS ... [REDACTED]...TRADE SECRET INFORMATION ENDS]. Per MISO Transmission screening results, this project will require a full MISO Transmission study. By 12/20/2024 please advise if you wish to:</p> <ol style="list-style-type: none"> 1. Withdraw application or 2. Proceed with MISO Transmission Study <p>If you choose to proceed with MISO TS, you must fund MISO Transmission study fee within the following 10 BDS, by EOD 1/2/2025.</p> <p>If no response is received by EOD 12/20/2024, the project will enter the study and you</p>

⁶⁴ Ex 6.

Issues	Date	SunShare Communication	MISO Communication	Xcel Communication
				will be required to fund \$60,000 MISO TS fee.”
	January 30, 2025 ⁶⁵			“Due to the complexity of the Phase 2 project, additional time is needed to ensure proper protection & coordination. Our new estimated time of delivery of SIS results is 2/28/2025. We apologize for any inconvenience this delay may have caused. Let us know if you have any questions.”

⁶⁵ Ex. 10, p. 3.

APPENDIX C: INCONSISTENCIES WITH MISO DER AFS BPM AND MNDIP

MISO BPM	INCONSISTENT MNDIP/XCEL TARIFF PROVISIONS
MISO allows projects to voluntarily delay to next quarter	MNDIP 4.3.7 requires executed Transmission System impact study agreement within 15 business days Transmission SIS Agreement, par. 8.0 MNDIP 5.11 MNDIP 1.8.2 MNDIP 5.2.3
MISO allows payment by full funding date	MNDIP 4.3.7 requires executed Transmission System impact study agreement within 15 business days Transmission SIS Agreement, par. 8.0 MNDIP 5.11 MNDIP 1.8.2 MNDIP 5.2.3
MISO allows projects to wait for completed DSIS before moving forward	MNDIP 4.3.7 requires executed Transmission System impact study agreement within 15 business days Transmission SIS Agreement, par. 8.0 MNDIP 5.11 MNDIP 1.8.2 MNDIP 5.2.3

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EXHIBIT 1

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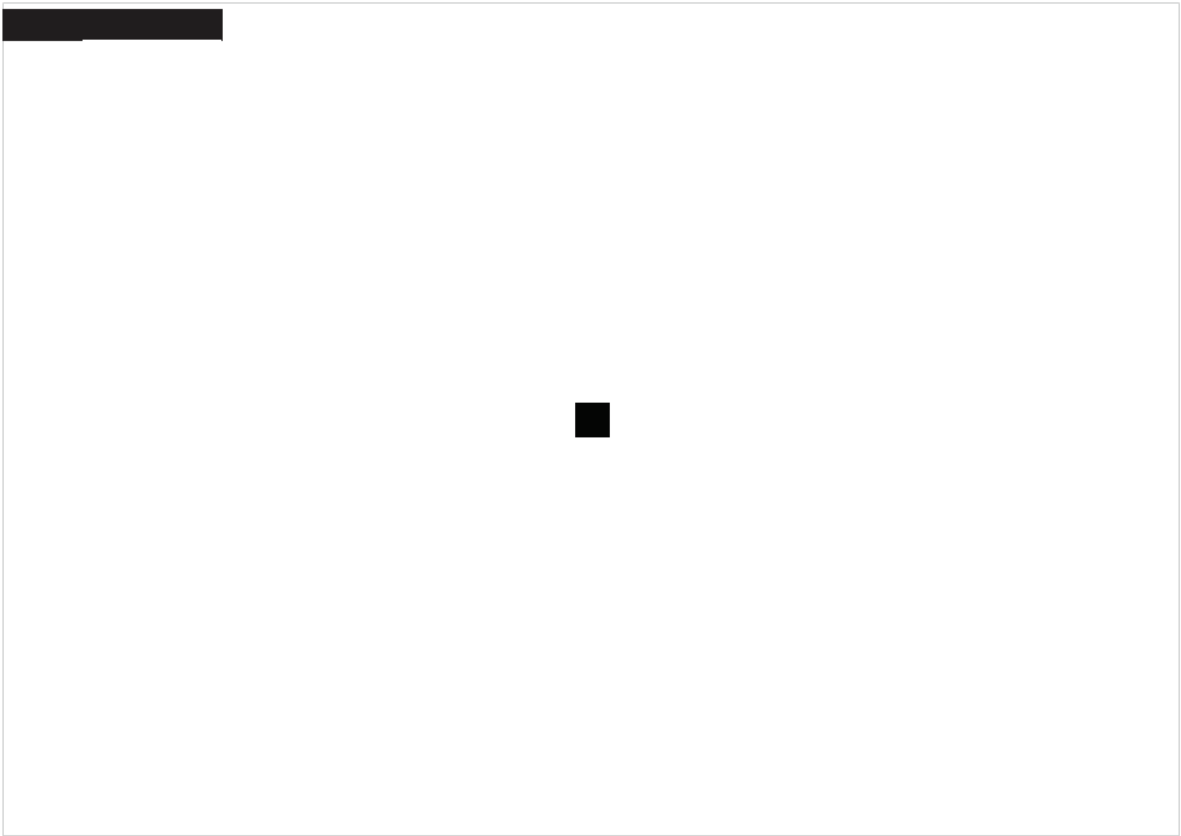
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EXHIBIT 6

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DATA EXCISED**

EXHIBIT 7

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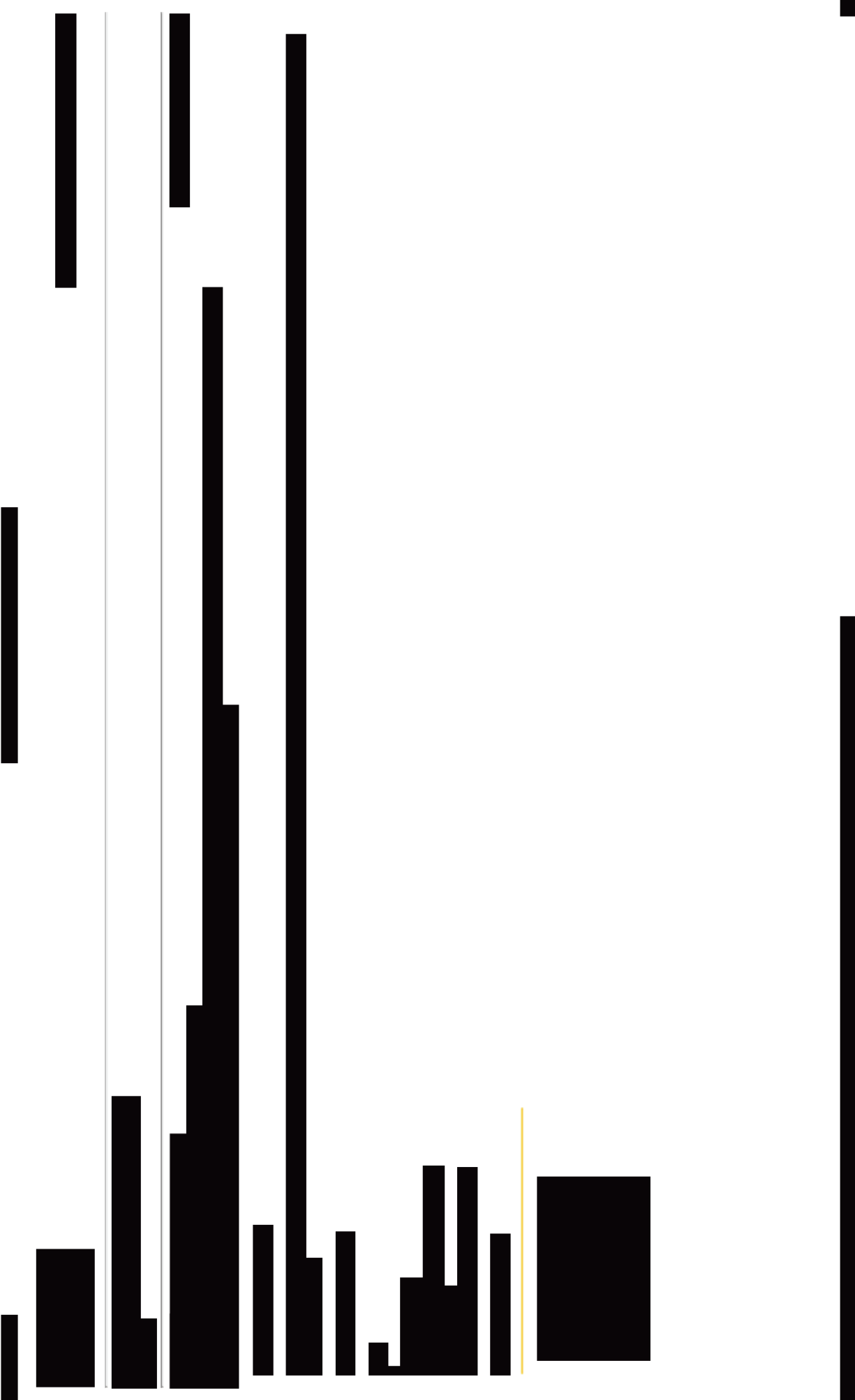
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**PUBLIC DOCUMENT – TRADE SECRET
DATA EXCISED**

EXHIBIT 8

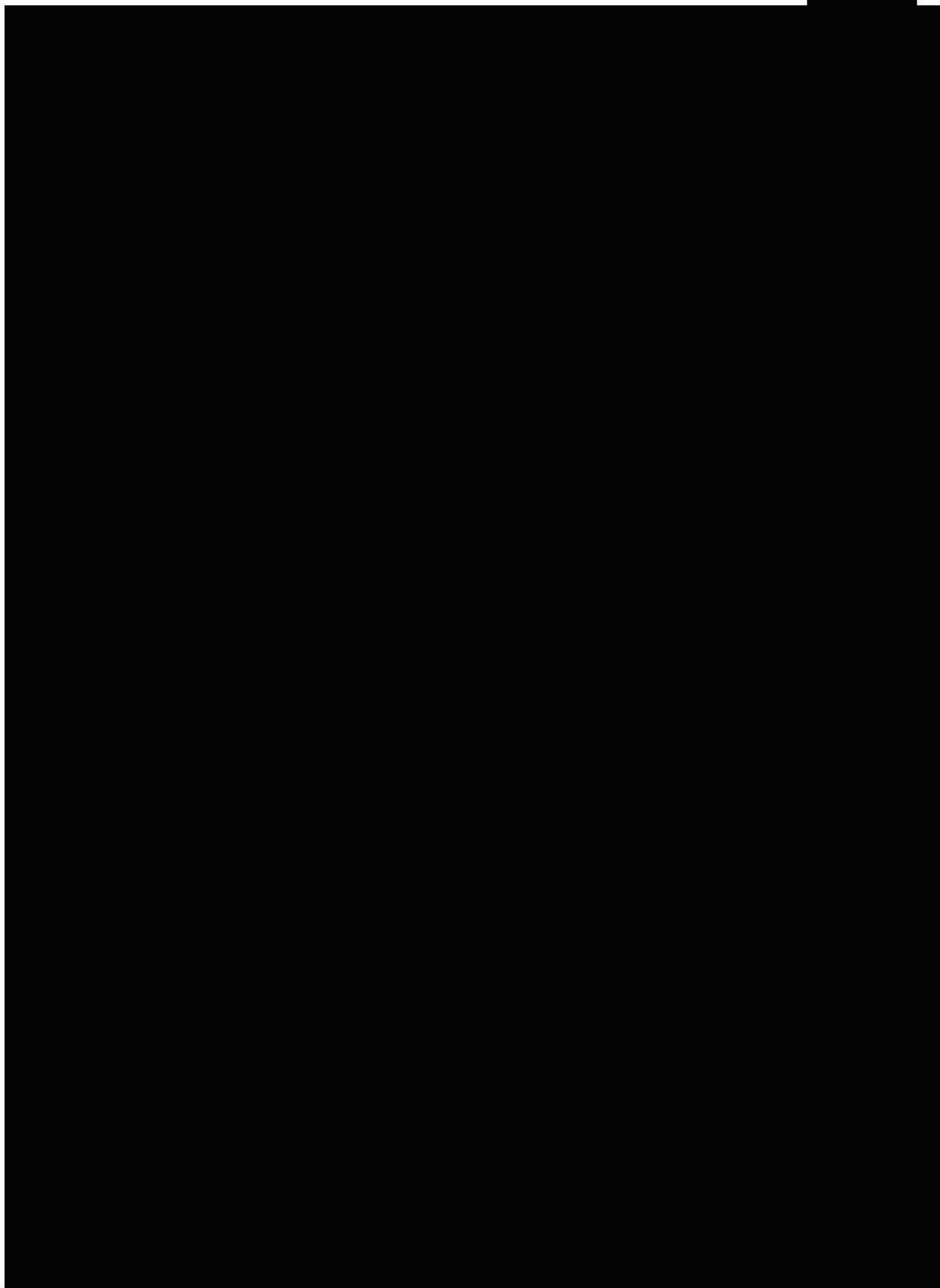
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**PUBLIC DOCUMENT – TRADE SECRET
DATA EXCISED**

EXHIBIT 9

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ITS ENTIRETY**





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DATA EXCISED**

EXHIBIT 10

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**PUBLIC DOCUMENT – TRADE SECRET
DATA EXCISED**

EXHIBIT 11

**DOCUMENT HAS BEEN REDACTED IN
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the 1990s, the incidence of *S. flexneri* has increased in the United Kingdom [10]. In the United States, *S. flexneri* has been reported as the most common serotype in children with acute bacterial dysentery [11].

There is a paucity of data on the epidemiology of *S. flexneri* in the United Kingdom. In the 1980s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [12]. In the 1990s, *S. flexneri* was the most commonly isolated serotype from patients with acute bacterial dysentery in the United Kingdom [13].

The purpose of this study was to determine the prevalence of *S. flexneri* in the United Kingdom. The study was designed to determine the prevalence of *S. flexneri* in the United Kingdom. The study was designed to determine the prevalence of *S. flexneri* in the United Kingdom.

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Xcel Energy Information Request No. 7 Supplement
Docket No.: E002/C-25-76
Response To: SunShare LLC.
Requestor: Amber S. Lee & Eden A. Fauré
Date Received: March 6, 2025

Question:

Please indicate how many Minnesota CSG projects has Xcel referred to the MISO AFS process? For each project, please provide (a) the dates the projects entered the interconnection queue and (b) the MW size of each project.

Response:

The Company is interpreting “refer to the MISO AFS process” as those Minnesota projects that have been sent to MISO for screening for transmission analysis. As such, we are providing the projects (by number), the deemed complete date (also referred to as “queue date” and the size of each project in Table 1 below.

Table 1

Project Number	Deemed Complete Date	Project Size (MW)
3987148	9/1/20	1
4220401	1/26/21	1
4175647	2/5/21	1
4220404	2/5/21	1
4110693	1/14/21	1
5398960	5/9/23	0.99
5412450	4/13/23	1
3800160	7/9/20	1
4147282	12/23/20	1
4110683	1/14/21	1
4110386	1/14/21	1
3867105	8/12/20	1
4762113	2/16/22	1
5800185	6/13/24	3
5305992	1/25/24	0.99

Project Number	Deemed Complete Date	Project Size (MW)
5800267	6/21/24	3
5518283	7/25/23	1
5799930	6/12/24	1
5799928	5/29/24	4.9
4985255	6/1/23	1
5800381	6/4/24	5
5800031	5/16/24	5
5462915	12/14/23	1
4083597	11/10/20	1
5799952	5/21/24	5
5799966	5/31/24	5
5800018	6/21/24	4.9
5799963	6/7/24	5
6009463	11/27/24	4
5612262	12/21/23	1
5436695	12/19/23	1
5657289	12/29/23	1
5526581	12/20/23	1

Supplemental Information Request No. 07:

- What dates were these projects sent to the MISO screen?
- Under what criteria were these projects sent to the MISO screen? Which projects were sent under MISO's DER AFS? Which were sent to MISO via the ad hoc process Xcel describes in Docket No. 16-521?
- Which projects sent to screen required the full MISO study?

Response:

- These projects were sent to MISO on the dates shown in the table below. Please note that the table below has projects listed in a different order from the table above to protect the private information of developers.

Project #	Project Size (MW)	Date Submitted to MISO
1	3.00	10/21/2024
2	0.99	11/22/2024
3	3.00	10/21/2024
4	1.00	9/12/2024
5	2.00	11/22/2024
6	4.90	9/17/2024
7	1.00	11/21/2024
8	5.00	2/7/2024
9	5.00	12/23/2024
10	1.00	12/23/2024
11	1.00	2/21/2025

Project #	Project Size (MW)	Date Submitted to MISO
12	1.00	11/17/2022
13	1.00	11/17/2022
14	1.00	11/17/2022
15	1.00	11/17/2022
16	1.00	10/5/2023
17	0.99	11/30/2023
18	1.00	6/6/2023
19	1.00	6/19/2023
20	1.00	6/19/2023
21	1.00	6/19/2023
22	1.00	6/19/2023
23	1.00	6/19/2023
24	1.00	3/29/2023
25	5.00	12/3/2024
26	5.00	12/3/2024
27	4.90	2/21/2024
28	4.00	2/26/2024
29	4.00	2/21/2025
30	1.00	10/23/2024
31	1.00	11/25/2024
32	1.00	11/21/2024
33	1.00	12/2/2024

- b. All projects submitted prior to October 1, 2023, were under the “ad hoc” process. In total, there were 11 projects submitted under the “ad hoc” process while the remaining 22 were sent under the MISO DER AFS process and criteria.

All MISO DER AFS screens were set by the MISO BPM-015 ([Business Practices Manuals](#)). The MISO criteria for all of these projects sent for MISO review is where the aggregate DER exceeds substation peak load by 1MW.

- c. As of March 10, 2025, there have been 18 projects that required a MISO analysis out of 25 projects that have been screened (~70% of DER projects that have been forwarded to MISO for review have required a MISO study). The difference between the 33 projects being sent to MISO and the 25 projects being screened so far by MISO is that due to the MISO quarterly cadence some of the projects sent to MISO have not yet been screened. Due to privacy rights of developers, we can not specify which specific projects sent to MISO for screening were subject to a full MISO study.

Preparer: Michael Ruiz
Title: Senior DER Integration Engineer
Department: DER Integration
Telephone: 651-265-7124
Date: March 13, 2025