Paulson Law Office, Ltd.
4445 W. 77th Street
Suite 224
Edina, MN 55437

Telephone (952)835-0055
Facsimile (952)835-2984
e-mail jeff.jcplaw@comcast.net

January 10, 2018

Mr. Daniel P. Wolf
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East
Suite 350
St. Paul, MN 55101-2198

Re: Petition of NSP Regarding Change in Scope of
RDF Grant Contract
Docket No. E-002/M-12-1278

Dear Mr. Wolf:

Attached for eFiling and eService please find Reply Comments of Minnesota Renewable Energy Society, Inc. and Greenway Solar, LLC and Certificate of Service and Service List in the above-captioned matter.

Please feel free to contact me with any questions you may have.

Yours truly,

/S/

Jeffrey C. Paulson

JCP/pat
Enclosure

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Nancy Lange	Chair
Dan Lipschultz	Commissioner
Matthew Schuerger	Commissioner
Katie J. Sieben	Commissioner
John Tuma	Commissioner

In the Matter of the Petition of Northern States Power Company, a Minnesota corporation, Regarding a Change in Scope of a Renewable Development Fund Grant Contract	**REPLY COMMENTS OF MINNESOTA RENEWABLE ENERGY SOCIETY, INC. AND GREENWAY SOLAR, LLC** **Docket No. E-002/M-12-1278**

INTRODUCTION

The Minnesota Renewable Energy Society, Inc. ("MRES") submitted a proposal to the Renewable Development Fund ("RDF") dated April 1, 2013 proposing to install community solar gardens on a pilot basis; the proposal preceded passage of legislation leading to the establishment of Northern States Power Company's (NSP) existing community solar garden program ("CSG"). The MRES proposal included two locations, one rural and one urban, to assess differences between subscriber attitudes between such sites, and also to more generally explore customer attitudes toward subscription. The original grant was for about $2.7 million. A grant contract was signed and approved in early 2015 (as amended, the "Grant Contract").

A number of changes occurred from the time the proposal was prepared, regulatory acceptance of grant recipients, and negotiation of the RDF contract and preparation of the projects for installation, including establishment of NSP's CSG program, changes in the cost of solar equipment, and most recently, legislative elimination of the RDF program as it is has been implemented in the past. The latter change, in particular, creates uncertainty about the use of grant funds if existing grant recipients are unable to complete their awarded projects.

In early 2016, Greenway Solar, LLC ("Greenway") and MRES elected to partner to implement the MRES projects in a way that allowed them to still provide CSG

research and energy production to NSP and utilize the federal tax credits for solar equipment to maximize the viability of the projects. Negotiations with NSP about ways in which to amend the Grant Contract to reflect intervening changes lead to a proposal by which the MRES projects would use the NSP CSG infrastructure approved by the Minnesota Public Utilities Commission ("PUC"), thereby avoiding the inefficiency of a separate CSG process, and focus instead on how best to deliver benefits to low-income subscribers, a problem identified at many points in the PUC's consideration of NSP's CSG program.[1]

The Department of Commerce ("DOC") objected to the proposed approach in comments submitted December 21, 2017, even though the proposed approach (i) uses equity funds to reduce project costs, (ii) reflects a reduction in costs for solar equipment for the benefit of NSP ratepayers and increases energy production relative to the original proposal, (iii) directs benefits specifically to low-income subscribers and expands the ability to assist low-income customers by adding a third project, and (iv) avoids the loss of the RDF funds altogether if the project fails; all while meeting a cost structure which is ratepayer-neutral relative to the original RDF proposal. Greenway, as the MRES partner which is funding all development and construction efforts for the projects, submits these comments to provide more detailed information with respect to the proposed Grant Contract amendments and DOC's concerns.

BACKGROUND

1. Original Proposal

MRES's original proposal, prepared in late 2012 and early 2013, was to construct two solar facilities, one urban rooftop and one rural ground-mount, totaling about 1 MW (DC) in size, to serve as a pilot CSG for NSP in Minnesota. Electricity was to be sold to NSP at a price in 2013 dollars of $0.07/kWh, escalating over time. Bill credits would be provided by NSP to subscribers with respect to their specific subscribed energy. The most significant project goal was to provide access to solar energy for those customers without the physical or economic ability to own a solar system. Proposal at 6. The hope was to identify best practices for further development of CSGs, including issues with respect to siting, interconnection, permitting, and the differences between roof and ground-mount systems. Id. at 7. The proposal expressly acknowledged pending legislative action as to CSGs, noting that MRES's specific project and model development would be adapted "to fit within whatever legislation develops and passes". Id. The proposal contemplated using an investment partner to handle investment, tax and other financing issues (at the time, CEC). Id. at 7-8. MRES acknowledged that its success depended on establishing a new, workable billing/credit process for subscribers with NSP and related PUC approvals. Id. at 10. One of the project objectives listed in the Grant Contract was the development of a "discounted or no-cost pricing structure for

[1] Additional available grant funds were also proposed to be used to assist a similar project for low-income subscribers to be located on City of Minneapolis property.

low-income and/or non-profit customers". Grant Contract dated February 2015, Exhibit A.

The total budget for the original projects was over $3,966,000, including grant funds of $2,661,320 (67%). Initial Grant Contract dated February, 2015, Exh. C. Estimated production in year one was 1,224,178 kWh.

The Grant Contract incorporating the proposal and related terms was signed and submitted to the PUC for approval February 19, 2015.

2. Changed Circumstances

As stated above, a number of circumstances beyond MRES's control changed substantially with respect to solar facilities and the RDF program since 2013, affecting the MRES proposal.

A. NSP CSG Program. Legislation mandating establishment of a CSG programs, was, in fact, enacted in 2013, and implemented by NSP and the PUC through lengthy proceedings in 2014 and 2015 (see, in particular, Docket No. 13-867). A highly detailed program, including a tariffed subscription and bill credit mechanism, is now in place to provide CSG benefits for subscribers, and hundreds of MW of CSGs have been built through 2017. The 1 MW pilot CSG for basic CSG assessment proposed by MRES has been supplanted by the collective regulatory efforts of many parties and experiences of CSG developers in permitting and constructing these CSGs.

At the same time, the PUC and parties to NSP's CSG proceedings have identified access to CSG subscriptions by low-income customers as an issue of concern, as a number of factors combine to block subscriber opportunities or limit subscriber benefits to amounts that are not worthwhile. See PUC Docket No. E002/M-13-867, Order dated September 16, 2016 at 15-20 (describing concerns and stakeholder input as to possible accessibility improvements, and directing NSP to proceed with certain initiatives); Comments of DOC in Docket 13-867 dated March 1, 2017 at 11 (recommending further investigation of a bill credit adder for low-income customers); Docket No. E002/M-13-1015, Decision of Deputy Commissioner dated November 30, 2017 (directing work on subprogram for low-income community in Solar Rewards); PUC Order dated December 14, 2017 in Docket 13-867 at 2, 5 (finding insufficient record to support residential adder). The need for additional data specific to barriers confronting low-income customers with respect to CSG accessibility has been identified.

B. Partners. The original partner of MRES chose not to go forward and a new investor and financial partner was needed to take advantage of available tax credits and benefits, which MRES, as a non-profit, could not use.

C. Solar Equipment. The costs of solar equipment dropped substantially, causing a corresponding decrease in the overall project budget. While there has been a recent upswing in module costs, and possible tariffs which would exacerbate those recent increases, overall project costs as of today will still be much less than originally budgeted.

D. RDF Legislation. Legislation enacted in 2017 changes the existing RDF program substantially, and subjects uncommitted funds to capture and transfer to a new account at the State of Minnesota. See 2017 Minn. Laws, Chapter 94, Article 10, Section 3; Min. Stat. Section 116C.779 (2017). Funds awarded to grantees in previous RDF cycles, such as the one at issue here, need not be transferred to the State provided that the grant projects proceed.

3. MRES Response

MRES responded to the changed circumstances by refining its proposal with NSP in 2016 to provide an updated assessment of needs which could be met by the proposed projects.

A. New Partner. Greenway was brought in to replace prior partners and provide development and financial support. See discussion of Project Status below.

B. Refinement of Research Approach and Goals. While an examination of broader CSG viability was made unnecessary by circumstances, one glaring problem noted in the current CSG program is an apparent failure to make significant benefits available to low-income NSP customers. Developers have no obligation to serve low-income subscribers, and financiers commonly apply credit scores and other screens which limit participation by such subscribers. The perception that there is a higher cost of attracting and serving such a subscriber base, which is believed to include a higher percentage of renters who are more mobile, and less likely to be able to use electronic payments and other cost managing tools, also deters developers. Such customers may also live in multi-family housing and not be separately metered. Finally, the comparatively meager benefits from subscriptions at typical market pricing may simply not be worth the effort required for low-income customers to pursue and maintain a subscription.

As a result, MRES, Greenway and NSP determined that MRES' original goals for assessing subscriber attitudes about CSGs generally could be narrowed to focus on its questions affecting low-income customers/subscribers. The MRES projects are now proposed to be dedicated as much as possible to low-income subscribers. The grant funds allow Greenway and MRES to offer lower subscription prices, with correspondingly higher benefits, to attract subscribers, and cover incremental subscriber costs. It will be possible to assess the real costs of serving low-income subscribers, and ways to lower costs and otherwise reduce barriers for such subscribers. To the extent

there may be a difference between rural and urban subscribers in this respect, using two sites preserves the ability to analyze the differences.

C. Cost Changes. Greenway reviewed the expected capital costs to develop and construct the MRES arrays at rural sites, and the results reflect changes in capital costs over the last several years. At the time of the Grant Contract amendment, the total construction budget was estimated at $1,829,452, a reduction of about $2.1 million from the original budget. The Parties negotiated a corresponding change to the Grant Contract, and the new proposed grant amount represents about 70 percent of the total estimated project costs.[2]

4. Grant Project Status

It was not feasible for Greenway and MRES to defer project development pending resolution of all regulatory matters such as this proceeding. In particular, CSG projects seeking to use the ARR as the rate for bill credits needed to be in NSP's queue before the end of 2016. Similarly, given the pace of interconnection study and design work, interconnection applications needed to be submitted to keep the projects progressing toward a reasonable construction date. Continuing the development process also mitigated the risk of tax code modifications. As a result, significant activities have taken place.

A. Sites. Greenway has leased two sites. The first, for a 381 kW (DC) array, is on the roof of the Impact Printing building at 4600 N. Lyndale Avenue in north Minneapolis ("Impact Project"). The second, a 618 kW (DC) ground-mounted array, is on 2.5 acres of pasture a few miles east of Northfield, Minnesota ("Northfield Project"). Surveys and environmental screening at the Northfield Project are complete. The Impact Project and Northfield Project are collectively referred to as the "Projects".

B. CSG Application. Both Projects applied to NSP's SRC process in December 2016, with deposits and fees paid totaling $81,200 to date.

C. Interconnection. Interconnection applications for both Projects were submitted in January 2017, as directed by NSP's SRC process. Application and study fees of $25,000 for each Project, totaling $50,000, were paid. The Impact Project studies are complete and the Interconnection Agreement executed. Greenway posted $34,771 in cash and $69,542 through a letter of credit as security toward estimated interconnection

[2] Since the Grant Contract amendment, the market for solar modules was affected by complaints at the WTO and the likelihood of tariffs on Chinese manufacturers. Available supplies were quickly committed, raising market prices. If tariffs are imposed in January, 2018 as expected, module costs may rise again. In addition, estimated interconnection costs for NSP are higher than expected. The current project budget is about $2,168,000, an increase of about $338,000 over the budget at the time of Grant Contract amendments; MRES and Greenway are not asking for any adjustment to the proposed amended grant amount to reflect these increases and will instead absorb them.

costs. NSP is currently studying detailed interconnection design. NSP has provided no interconnection study results for the Northfield Project as of this date.

D. Subscriptions. Preliminary subscription pricing was analyzed, prior to recent cost increases. Serious discussions have been held with low-income housing providers eligible for both Projects and potential individual subscribers for the Impact Project. Discussions were put on hold pending the approval of the proposed Grant Contract amendments. If approval is received, MRES and Greenway expect to move to finalize pricing and subscription agreements.

E. Costs/Production. To date, Greenway has expended approximately $160,000 toward Project costs (non-refundable) and funded about $185,000 in deposits and security in favor of NSP. Estimated production from the proposed facilities is now 1,387,744 kWh in year one, a 13.4% increase over MRES's original estimated production.

DISCUSSION

DOC's comments address (i) the proposed ownership of the MRES projects by Greenway, (ii) the proposed change to the grant amount, and (iii) the proposed addition of a third project to utilize grant funds now made available by reduced grant funds needed for the original Projects. DOC generally approves of third-party ownership by Greenway, subject to the discussion below. It appears to disagree with the proposed Grant Contract amendments that allow use of the existing CSG program and provide for expansion of low-income subscriber benefits to a third Minneapolis project.

1. Greenway Ownership.

Greenway and MRES appreciate the DOC's willingness to allow Greenway to own the facilities needed to accomplish the goals of the MRES proposal. At page 9 of its comments, DOC asks for a discussion of an operation and maintenance agreement by Greenway and any agreements that will be provided to protect NSP's ratepayers if the project fails.

Greenway will own the Projects and be responsible for operating and maintaining them. Agreements between Greenway and MRES will obligate Greenway in this respect. Obviously, Greenway has its own incentives for ensuring the Projects work properly.

Grant funds are not provided to MRES until each project is completed. See proposed Grant Contract at 30-31, Exhibit C (milestones and deliverables). Greenway assumes all risk of development, construction and completion until that time. If a Project fails prior to that time, no grant funds are disbursed, and ratepayers are not at risk.

After completion, Greenway remains responsible to MRES to the same extent as MRES is responsible to NSP for meeting any Grant Contract requirements and is at risk

for recovery of grant funds by NSP to the same extent as MRES. NSP requires Greenway to provide an acknowledgment and agreement with MRES and NSP to this effect as a condition of the Grant Contract. See proposed Grant Contract at 36-38, Exhibit G. These provisions parallel other RDF grant contracts involving third party owners approved by the PUC in the past. As a result, ratepayers do not see any diminished ability to recover grant funds by use of a third party project owner. In addition, if Greenway uses a tax investor, as expected, or any project lender, those parties will insist in their respective investment and lending documents that Greenway fully comply with all requirements of the Grant Contract. As a result, the risk to NSP ratepayers of a project failure is reduced with a third party owner such as Greenway.

2. The Amended Grant Contract.

DOC disapproves of the amended Grant Contract for two reasons: its belief that the amendment is not consistent with the integrity of the RDF process and its conclusion that the amendment will be more costly to ratepayers.

A. RDF Process.

DOC's reasoning in this respect is a little unclear, but the understanding of Greenway and MRES is that DOC views the proposed changes, and, in particular, the use of the existing CSG process rather than a PPA, as a material change to the nature of the original MRES proposal which, if approved, would be unfair to other 2013 proposers.

It is worth noting that the RDF advisory group approved this proposed amended Grant Contract. In addition, it is hard to imagine that other proposers from 2013 would remain available in 2018 to take advantage of any renewed opportunity if this proposal were rejected, or, at best, would not be able to do so without substantial changes to their own proposals to reflect the passage of time. The causes for any changes here are intervening events beyond the control of MRES and Greenway, not some discretionary modification to game the RDF system, and the corresponding Grant Contract modifications are designed to preserve and enhance the benefits of the original proposal, not substitute a new proposal. If this proposed amendment were rejected, and the grant funds decommitted, they would, in fact, not likely be used for another 2013 proposal; given the new statutory changes, it is unclear what would happen to the funds; in this respect, rejecting the proposal to protect some rigid procedural process which is no longer applicable may hurt ratepayers, not help them.

In addition, the DOC's presumption that the MRES proposal is materially changed from the original is not accurate. The change which DOC seems to point to (other than changes in grant amounts) is the use of the existing NSP CSG system rather than original proposed bill credit pricing. However, the original MRES proposal always contemplated development of a bill credit process through NSP, as noted above; the proposal specifically stated that bill credits would be provided to subscribers through a process to be developed with NSP and approved by the PUC. It also openly declared that the

proposal might need to be modified to match whatever legislation was subsequently enacted for CSGs generally. That is all the new Grant Contract amendments provide: use of the CSG process now developed by NSP and approved by the PUC in accordance with the applicable CSG statute. There is no deviation from the original proposal in this respect. As a result, there is no violation of the integrity of the RDF process which merits rejecting the Grant Contract as proposed.

B. Change in Grant Funds.

The amount of grant funds after the proposed amendment of the Grant Contract is reduced by $1.4 million; production is increased. DOC believes that the net effect of using ARR-valued bill credits will be negative to ratepayers relative to a bill credit valued at a $0.07/kWh starting point as originally proposed by MRES.[3]

The original MRES proposal would have involved additional costs to NSP and its ratepayers for establishing a bill credit process, costs avoided by the use of the existing CSG process (presumably, creating a separate bill credit process for these Projects now would involve devising new tariffs for approval). Even without taking these savings into consideration, Greenway and MRES believe the DOC's conclusion that the proposed amendment increases ratepayer costs is incorrect. Once a new estimated project budget was developed and shared with NSP, and use of the ARR rates for bill credits selected, NSP undertook to specifically calculate a revised grant amount that would be neutral in its effect on ratepayers; the proposed new grant amount of $1.283 million is derived from that specific calculation for neutrality. As noted above, while the project budget has since increased, Greenway and MRES are absorbing the increases to date in order to preserve NSP's expected cost neutrality for ratepayers.

Put simply, the original grant amount was about $2.7 million, with a bill credit rate of $0.07/kWh escalating over time. NSP calculated the difference between such a bill credit rate and the ARR rates, and reduced the grant an equivalent amount. As a result, the costs to NSP of the sum of (i) the reduced grant amount and (ii) expected bill credit payments is still about $2.7 million, the original grant amount.

Greenway and MRES will defer to NSP as to the specifics of the calculations at issue. However, even if there are minor differences of opinion between DOC and NSP as to the results of the calculations, the savings from using an established CSG process over MRES's original proposal, the increased production, and the enhanced benefits to low-income subscribers from the proposed modifications should more than outweigh any such differences.

C. Proposed Option 1.

[3] The MRES proposed pricing contemplated an escalation factor, not a fixed $0.07/kWh price. At a 2.5 percent escalation rate from 2014, the starting point in 2018 would be about $0.0773/kWh, and continue rising.

DOC proposes, as an alternative to the amended Grant Contract, a new Option 1, not proposed by NSP nor agreed to by MRES or Greenway, which involves further reducing the grant amount to $514,352. This would be a reduction of another $769,000 from the proposed $1.283 million grant. DOC's proposal will either make the Projects no longer viable as proposed or force the elimination of subscription price reductions that would otherwise benefit low-income customers.

The estimated project budget has already increased beyond what was assumed in the Grant Contract by over $338,000, with additional increases due to module pricing and delays in interconnection likely. The new federal tax bill may affect the ability to attract investors or reduce the amount of that investment. These were risks Greenway felt it could absorb with the proposed grant amount. It may not be able to do so with DOC's new further reduction to the proposed grant.[4]

If the Projects remain viable, it may be because the further grant reduction will cause a related increase in subscription pricing. The grant funds not only affect capital costs, but largely allow Greenway and MRES to absorb the higher operating costs associated with low-income subscriber management and to offer much lower subscription pricing so that low-income customers receive higher benefits. For example, under the proposed grant amount, Greenway and MRES believe they can offer subscription pricing in a range of 9-10 cents per kWh; for a low-income residential customer, this would result in a net benefit of 5-6 cents/kWh, compared to much lower margins in the market of 0.5-2.0 cents/kWh. For qualifying low-income housing providers on NSP commercial service, the net benefit at proposed grant amounts and costs might be over three cents per kWh, compared to perhaps less than one cent in the market. If the grant were reduced, and all other project costs are equal or greater than as estimated in 2017, then subscription pricing (which is the only other source of project revenues) will need to be increased and benefits correspondingly reduced to subscribers. At some point that reduction will be so great as to eliminate any meaningful benefits relative to market or the ability to explore whether low-income customers are more willing to participate at lower subscription costs and higher net benefit levels.

3. Minneapolis Project.

Greenway and MRES support adding the third project with the City of Minneapolis as a further means of capturing some economies of scale, expanding the low-income subscriber population for better research results, and offering benefits to more customers. There may be some requirements imposed by the City not present at the other projects which offset some of these economies, but the other benefits will still accrue. Preliminary estimates indicate that at the proposed grant levels, such a project

[4] Greenway has no obligation to continue with development or construction of the Projects if they are not financially viable under the final Grant Contract. It can either simply convert the Projects to regular CSGs and proceed with market-based subscriptions, sell the Projects, or discontinue development and take its losses.

would be viable and offer benefits comparable to those hoped for from the existing MRES Projects.

DOC requested a schedule for this third project, for which work has not begun; only preliminary assessments have been undertaken to date. A grant contract would need to be finalized and approved, and terms reached with the City on leasing the proposed site; this may take a few months. Work on the buildings at the site will need to precede final design. This may involve a substantial amount of time. An interconnection application could then be submitted and the study process commenced. A corresponding SRC application would need to be submitted (the third project would qualify only for the VOS rate). Assuming that the interconnection studies proceed in accordance generally with tariff timelines and without substantive problems, Greenway expects that such studies would be done by perhaps mid-2019, with final design during autumn and winter and construction perhaps beginning in spring 2020.

CONCLUSION

Greenway and MRES appreciate the opportunity to be a part of these important projects with NSP, and, potentially, the City of Minneapolis. We encourage the PUC to approve the proposed Grant Contract amendments and the addition of the Minneapolis project in order to maximize benefits to ratepayers from RDF funds while available and to low-income NSP customers.

Respectfully Submitted,

PAULSON LAW OFFICE, LTD.

/S/ *Jeffrey C. Paulson*____________________

Dated: January 10, 2018

Jeffrey C. Paulson, #182382
Attorneys for Greenway Solar, LLC
4445 W. 77th Street, Suite 224
Edina, MN 55435-5135
(952) 835-0055
jeff.jcplaw@comcast.net

MINNESOTA RENEWABLE ENERGY SOCIETY, INC.

/S/ *Mark Weber*________________________

Dated: January 10, 2018

Its Board Chair

<u>CERTIFICATE OF SERVICE</u>

I, Patricia A. Treseler, hereby certify that I have this day served a true and correct copy of Reply Comments of Minnesota Renewable Energy Society, Inc. and Greenway Solar, LLC in Docket No. E002/M-12-1278, on all persons at the addresses indicated on the attached list by electronic filing, electronic mail, courier, interoffice mail or by depositing the same in an envelope with postage paid in the United States mail at Edina, Minnesota.

Dated this 10th day of January, 2018

/S/ *Patricia A. Treseler*__________

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Mara	Ascheman	mara.k.ascheman@xcelenergy.com	Xcel Energy	414 Nicollet Mall Fl 5 Minneapolis, MN 55401	Electronic Service	No	OFF_SL_12-1278_Official
Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1800 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_12-1278_Official
Carl	Cronin	Regulatory.records@xcelenergy.com	Xcel Energy	414 Nicollet Mall FL 7 Minneapolis, MN 554011993	Electronic Service	No	OFF_SL_12-1278_Official
Ian	Dobson	Residential.Utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012130	Electronic Service	Yes	OFF_SL_12-1278_Official
Sharon	Ferguson	sharon.ferguson@state.mn.us	Department of Commerce	85 7th Place E Ste 280 Saint Paul, MN 551012198	Electronic Service	No	OFF_SL_12-1278_Official
James	Gibson	james.gibson@farmamerica.org	Farmamerica	7367 360th Avenue Waseca, MN 56093	Electronic Service	No	OFF_SL_12-1278_Official
Cheryal Lee	Hills	chills@regionfive.org	Region Five Development Commission	200 First Street NE Suite 2 Staples, MN 56479	Electronic Service	No	OFF_SL_12-1278_Official
Thomas	Melone	Thomas.Melone@AllcoUS.com	Minnesota Go Solar LLC	222 South 9th Street Suite 1600 Minneapolis, Minnesota 55120	Electronic Service	No	OFF_SL_12-1278_Official
Shalini	Menezes	smenezes@interphases.com	InterPhases Solar	668 Flinn Avenue Moorpark, CA 93021	Electronic Service	No	OFF_SL_12-1278_Official
Robert	Messerich	b.messerich@gmail.com	Dragonfly Solar, LLC	10583 202nd St West Lakeville, MN 55044	Electronic Service	No	OFF_SL_12-1278_Official

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Alan	Muller	alan@greendel.org	Energy & Environmental Consulting	1110 West Avenue Red Wing, MN 55066	Electronic Service	No	OFF_SL_12-1278_Official
David	Shaffer	shaff081@gmail.com	Minnesota Solar Energy Industries Project	1005 Fairmount Ave Saint Paul, MN 55105	Electronic Service	No	OFF_SL_12-1278_Official
Pamela A.	Webb	N/A	University of Minnesota	450 McNamara Alumni Center 200 Oak St SE Minneapolis, MN 55455-2070	Paper Service	No	OFF_SL_12-1278_Official
Dr. Don	Weinkauf	N/A	University of St. Thomas	Mail OSS 101 2115 Summit Ave St. Paul, MN 55105-1079	Paper Service	No	OFF_SL_12-1278_Official
Daniel P	Wolf	dan.wolf@state.mn.us	Public Utilities Commission	121 7th Place East Suite 350 St. Paul, MN 551012147	Electronic Service	Yes	OFF_SL_12-1278_Official