

October 15, 2015

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

RE: **Comments of the Minnesota Department of Commerce, Division of Energy Resources**  
Docket No. E002/M-15-786

Dear Mr. Wolf:

On September 1, 2015, the Minnesota Public Utilities Commission (Commission) issued a Notice of Comment Period *In the Matter of a Formal Complaint and Petition by SunShare, LLC for Relief Under Minn. Stat. §216B.1641 and Sections 9 and 10 of Xcel Energy's Electric Tariff Book.*

In its September 10, 2015, comments in response to the Notice, the Department identified a number of information requests that it had issued to Xcel Energy and SunShare, and indicated that it would provide the Commission with a status update within 30 days of receiving information request responses. Attached please find the status update comments of the Department of Commerce (Department).

The Department is available to answer any questions the Commission may have.

Sincerely,

/s/ SUSAN L. PEIRCE  
Rates Analyst

SLP/lt  
Attachment

BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION

COMMENTS OF THE  
MINNESOTA DEPARTMENT OF COMMERCE  
DIVISION OF ENERGY RESOURCES

DOCKET No. E002/M-15-786

**I. BACKGROUND INFORMATION**

On August 28, 2015, SunShare, LLC (SunShare) filed a *Formal Complaint and Petition for Relief* under Minnesota Statute section 216B.1641 regarding application of Sections 9 and 10 of Northern States Power Company – a Minnesota Corporation d/b/a Xcel Energy’s (Xcel or NSP) tariff book. The Complaint alleges 100 discrete tariff violations committed by Xcel Energy under the Solar\*Rewards Community (S\*RC) program in Minnesota. SunShare seeks an expedited proceeding to provide the relief requested.

On September 1, 2015, the Minnesota Public Utilities Commission (Commission) issued a Notice of Comment seeking comment on the process for investigating the allegations and the Commission’s jurisdiction.

On September 10, 2015, the Department of Commerce, Division of Energy Resources (Department) submitted comments identifying information requests that it had issued to Xcel and SunShare, and stating that the Department would submit additional comments once information request responses were received.

**II. SUMMARY OF SUNSHARE’S COMPLAINT**

SunShare is a solar developer founded in 2011, and operating in Minnesota since 2014. In its August 28, 2015 complaint, SunShare alleges over 100 violations of Xcel’s Section 10 tariff related to applications for community solar gardens under Xcel’s Solar\*Rewards Community (S\*RC) program. SunShare’s complaint represents 98 solar garden applications totaling 98 MWs at 15 sites. The tariff violations alleged in the complaint include:

- Failure to provide scope of work (SOW) statements within the timeframe set forth in Section 10 of Xcel’s tariff (Step #2 of the Interconnection Process);

- Failure to complete engineering studies within the timeframes set forth in Step 4 of Xcel's Section 10 tariff;
- Failure to deliver engineering studies and an actionable interconnection agreement within the timeframes set forth in Step 5 of Xcel's Section 10 tariff; and
- Failure to provide reasonable estimates of interconnection costs that would allow SunShare to secure financing for its projects.

Along with a finding that Xcel has violated its Section 10 tariff, SunShare seeks the following remedies:

- Deliver all information required in Step 5 of Xcel's interconnection process for S\*RC projects that have been in the Step 4 engineering study process for 90 or more business days;
- Confirm that Xcel must provide full, detailed interconnection studies and cost estimates (including both "Phase 1" and "Phase 2" study components), and not just indicative estimates warranting further study, within the Step 4 engineering study period;
- Share full engineering study results, including subcontractor study results, with SunShare upon completion (under a non-disclosure agreement or other protective security measure at Xcel's request);
- Confirm that none of SunShare's S\*RC projects are subject to the 30-day go/no-go clock under Step 6 of the interconnection process because SunShare has not yet received all required information under Step 5;
- Deliver actionable engineering study SOWs for all SunShare S\*RC applications deemed complete more than 15 business days ago, or provide a parallel study option for such projects;
- Take all steps necessary to ensure groundbreaking for each project at Sites A through F by December 2015 at the latest;
- Take all steps necessary to ensure interconnection of each project at Sites A through F by February 2016;
- Take all steps necessary to ensure interconnection of the remainder of SunShare's deemed complete S\*RC applications by June 2016 at the latest;

- Deem complete all SunShare S\*RC applications that meet Section 9 application requirements and were submitted to the S\*RC program more than 30 calendar days ago;
- Implement firm incentives or penalties as appropriate to ensure that NSP meets all tariff and S\*RC program requirements within required timelines to ensure better future performance;
- Provide ongoing oversight of Section 9, Section 10, and S\*RC rule compliance; and
- Grant any further relief as the Commission may find appropriate.

### **III. THE COMMUNITY SOLAR GARDEN APPLICATION AND INTERCONNECTION PROCESS**

The process for establishing a community solar garden is set forth in Section 9 and Section 10 of Xcel's tariff. Section 9 contains the tariff specific to Xcel's S\*RC program and sets out the time frame and process for submitting an application for a community solar garden. Section 10 sets out the process for interconnecting distributed generation to Xcel's system, and applies to both community solar projects, as well as other distributed generation projects. Attachment 1 to these comments sets out the general process and timeframes surrounding the application and interconnection process that existed prior to the Commission's adoption of the Partial Settlement Agreement in its August 6, 2015 Order.<sup>1</sup>

The Commission's August 6, 2015 Order established a cap of 5 MW (AC) for co-located gardens located at the same site, established criteria for determining co-location, directed the Department to select an independent engineer to be available to resolve interconnection disputes between Xcel and the solar developer, and established a process for the providing developers with engineering studies and interconnection agreements within 50 days.

### **IV. DEPARTMENT ANALYSIS**

SunShare has solar garden applications submitted at 15 sites. Table 1 summarizes the total MWs of applications at each of the garden sites, and identifies the amounts exceeding 5 MW. The Department notes that Table 1 reflects that SunShare has withdrawn applications in excess of the 5 MW co-location cap at two of the sites.

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<sup>1</sup> *In the Matter of the Petition of Northern States Power Company, d/b/a Xcel Energy, for Approval of its Proposed Community Solar Garden Program, Order Adopting Partial Settlement as Modified, Docket No. E002/M-13-867, August 6, 2015. [August 6 Order]*

**Table 1: Summary of SunShare CSG Applications**

Site	MWs	Exceeds 5 MW Cap
A	5.0	-
B	3.0	-
C	5.0	-
D	4.0	-
E	8.0	3.0
F	8.0	3.0
G	8.0	3.0
H	8.0	3.0
I	8.0	3.0
J	10.0	5.0
K	7.0	2.0
L	7.0	2.0
M	7.0	2.0
O	5.0	-
P	5.0	-
Total	98.0	26.0

The Department's comments on the complaint address the following issues:

1. Failure to meet Section 10 timelines for interconnection,
2. Co-location issues,
3. Incomplete Engineering Studies,
4. Queue Position, and
5. Remedies.

**A. FAILURE TO MEET SECTION 10 TIMELINES**

**1. Summary of the allegations and responses.**

As noted above, Xcel's S\*RC program is reflected in Section 9 of its tariff, while Section 10 contains the details of the interconnection process for S\*RC participants as well as other distributed generation. Attachment 2 provides a summary of SunShare's allegations of Xcel's failure to meet Section 10 timelines along with Xcel's response. SunShare alleges that Xcel made untimely requests for information after a scope of work for engineering studies was issued, and provided engineering studies that were late and incomplete.

Once a CSG application is deemed complete, it proceeds to the Section 10 interconnection process. Once the interconnection application has been submitted, a preliminary review (Step 2 of the Interconnection Process) of the application is undertaken and a scope of work (SOW) for engineering studies is provided to the developer. Under Step 2, Xcel has 10 business days in which to inform the applicant of any missing information, and 15 business days to provide the applicant with a SOW, including estimated costs and time to complete the studies, as well as any additional information required to complete the engineering studies. If additional information is requested of the applicant, the 15 business-days clock for providing a SOW restarts upon the provision of the additional information. Once the SOW

is issued, the applicant has 30 business days to decide whether to proceed and to pay the engineering fee, and provide any additional information requested by Xcel as part of the SOW.

The Department understands SunShare's allegation regarding the untimely request for additional information to mean that SunShare believes Xcel should have requested the additional information as part of the SOW, and not once the engineering studies were supposed to be underway.

In response, Xcel asserts that for one of the Sites (Site A),<sup>2</sup> SunShare requested a change to its project after the SOW was issued that necessitated additional information and study. For Sites B,C, D and E, Xcel asserts that it informed SunShare of missing technical engineering information as part of ongoing weekly meetings with SunShare. The Department is unclear whether the requested information was part of the SOW, or provided once the SOW had been accepted by SunShare.

With respect to Site F, SunShare states that Xcel failed to provide engineering studies for 5 of the 8 projects at the site. Xcel states that it identified limited available capacity during the engineering study, and provided studies for projects fitting within the available capacity. On October 14, 2015, SunShare filed comments on Xcel's response to DOC IR No. 1 in which it identified where it believes Xcel mischaracterized the process of resolving SunShare's complaint and the discussions that occurred between SunShare and Xcel's engineering staff.<sup>3</sup>

## *2. Department Analysis*

According to the interconnection process detailed in Xcel's tariff, additional engineering information necessary to complete the engineering study is supposed to be requested of the interconnection applicant at the time the SOW is provided. Step 3 of the interconnection process is intended to accommodate the developer by giving it 30 business days to submit the additional information, accept the SOW and pay the engineering fee to keep its project in the process. It appears to the Department that the request for and submission of additional engineering information may not be taking place in Steps 2 and 3 of the interconnection process, but rather is taking place in Step 4 when expectations are for quick completion of an engineering study. Once the SOW has been accepted and fees paid, applicants have an expectation that the engineering study will be underway without further delay. Consequently, requests for additional information need to conform to the Step 2 interconnection process as detailed in Xcel's tariff.

However, if a solar developer makes changes to its plan once the SOW has been issued, the Department does not find it unreasonable to expect that additional study time or delay may occur.

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<sup>2</sup> Xcel Response to DOC Information Request No. 1 Attachment 3.

Xcel Response to DOC Information Request No. 2 Attachment 4 - **TRADE SECRET**

<sup>3</sup> October 14, 2015 Letter from SunShare (Attachment 5).

The Department is hard pressed to respond to the allegations of Xcel's failure to meet various timelines. By its own acknowledgement, SunShare states it does not:

...believe these violations were malicious, or directed intentionally or specifically towards SunShare. Rather we believe these violations stem from structural and resource deficiencies within the relevant NSP functions and a lack of penalties, incentives, or other regulatory mechanisms to ensure that the utility is aligned with the requirement under law that the utility accommodate valid distributed-generation interconnection requests in a timely and cost-effective routinized manner.<sup>4</sup>

The Commission may wish to seek comment from Xcel on the timing of its requests for additional engineering information, and its ability to meet the 50-day timeline.

#### *B. CO-LOCATION*

In its August 6, 2015 Order, the Commission adopted language from a Partial Settlement Agreement establishing a cap of 5 MWs (AC) of co-located community solar gardens at any given project site. Solar gardens are considered co-located if:

They exhibit characteristics of a single development including, but not limited to, common ownership structure, an umbrella sale arrangement, shared interconnection, revenue-sharing arrangements and common debt and equity financing.

Of the 98 MWs of solar garden applications submitted in this complaint, 26 MWs of projects at 9 sites exceeds the 5-MW cap established by the Commission.

In response to DOC Information Request No. 3, Xcel stated that on August 18, 2015 that it notified SunShare that the developer had 11 sites with total applications exceeding the 5-MW cap. The Department notes that SunShare has withdrawn applications in excess of the 5-MW cap at two of these sites. Xcel stated that it used the following information to identify co-located gardens:<sup>5</sup>

1. Where CSGs from the same or related entity are within a one-mile radius.
2. Where the applicant has self-identified that the CSGs are co-located in one or more of the following ways:
  - a. The site plans or maps submitted by the developer as part of the engineering review application show co-located projects on the same map.
  - b. The co-located project addresses share the same address or have an adjacent address; or
  - c. The co-located projects share similar naming conventions.

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<sup>4</sup> SunShare Initial Complaint, p. 6.

<sup>5</sup> Xcel Response to DOC Information Request No. 3 (**Trade Secret**) (Attachment 6)

With respect to the definition of co-location, the August 6, 2015 Order limits solar gardens to 5 MWs (AC) per project site, but does not further delineate any geographic scope to define co-location. Other criteria for determining co-location include, but are not limited to:

1. Common ownership structure;
2. Umbrella sales arrangement;
3. Revenue sharing agreements;
4. Shared interconnection;
5. Common debt/equity financing

In discussing the criteria for determining co-location with the Solar Implementation Workgroup (Solar Workgroup), the Department understands that there is difficulty in using common ownership structure and common debt/equity financing to determine co-location because of the prevalence of tax equity investment in the financing and development of solar projects.

Minnesota Statute section 272.0295 Solar Energy Production Tax (Attachment 7) may also be useful in resolving co-location disputes. The language setting out criteria for considering separate solar gardens to be co-located is generally consistent with Minnesota Statute section 272.0295 and states:

(b)....unless the systems are interconnected with different distribution systems, the nameplate capacity of a solar energy generating system shall be combined with the nameplate capacity of any other solar energy generating system that:

- (1) is constructed within the same 12-month period as the solar energy generating system; and
- (2) exhibits characteristics of being a single development, including but not limited to ownership structure, an umbrella sales arrangement, shared interconnection, revenue-sharing arrangements, and common debt or equity financing

In the case of a dispute, the Statute directs the Commissioner of Commerce to determine the total system size, and directs Commerce to “draw all reasonable inferences in favor of combining the systems.” The statute further states,

- (c) In making a determination under paragraph (b), the commissioner of commerce may determine that two solar energy generating systems are under common ownership when the underlying ownership structure contains similar persons or entities, even if the ownership shares differ between the two systems. Solar energy generating systems



are not under common ownership solely because the same person or entity provided equity financing for the system.

The Department requests that SunShare identify the sites and applications for which it is disputing Xcel's determination of co-location, and identify the applications that it intends to withdraw in order to meet the 5 MW cap. For disputed sites, the Department requests that SunShare provide the following information:

1. A detailed explanation as to how each of the criteria set forth in the Commission's August 6, 2015 Order applies to each garden location;
2. Detailed information on the ownership of each of the proposed gardens;
3. Detailed information on who will manage each of the proposed gardens;
4. Detailed information on who will operate and maintain each of the proposed gardens;
5. If separate entities will be owning, managing, operating and maintaining the proposed gardens, please explain the entities' relationship to each other;
6. Provide a map showing all common interconnection points and the geographic distance between each solar garden; and
7. Provide the property tax identification number for the property on which each garden will be located.

The Department will review the information provided by SunShare, and using the criteria set forth in the Commission's August 6, 2015 Order, and Minnesota Statute section 272.0295 provide a recommendation on the issue of co-location within 30 days of receipt of the requested information.

### *C. ENGINEERING STUDY ISSUES*

Among the concerns alleged by SunShare is that Xcel has provided incomplete engineering studies and information; therefore SunShare is unable to determine whether to go forward with its projects. In response to Information Request No. 4, SunShare set forth the information it believes is necessary to provide it with complete engineering studies on which it can rely to make a decision on whether to go forward with its projects.<sup>6</sup>

Additionally, SunShare asserts that Xcel has failed to provide sufficient interconnection cost estimates within the +/- 20 percent margin of error Xcel specifies in its SOW statements. Specifically, SunShare states that on August 13, 2015, Xcel notified the developer that its estimated interconnection costs were +/- 50 percent of actual cost rather than the +/- 20 percent margin originally indicated. Without more certainty about the actual interconnection costs of a specific project, SunShare states that securing financing for a project is made more difficult.

In its August 6, 2015 Order, the Commission directed the Department to select an independent engineer to be available on a standing basis to resolve disputes on the study

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<sup>6</sup> SunShare Response to DOC Information Request No. 4 – **TRADE SECRET** (Attachment 8)

process, and the cost and necessity of required study costs and distribution system upgrades. On August 28, 2015, the Department issued a Request for Qualifications (RFQ) for an independent engineer to resolve interconnection disputes. Responses to the RFQ were received on October 2, 2015. The Department is currently reviewing the RFQ responses, and will issue notification to the engineer(s) selected later in October.

The Department recommends that Xcel and SunShare identify a list of the issues in dispute, a summary of each party's position, and all supporting documentation that will enable engineering review. In order to speed the resolution of this complaint, the Department recommends that the Commission direct the parties to engage the use of the independent engineer selected by the Department for resolution of the engineering study concerns.

*1. Engineering Standards to be Used by the Independent Engineer*

In its draft tariff, Xcel proposed the following language regarding requests for an Independent Engineer:

The safety and reliability of the Company's system should be given paramount consideration in any analysis. The review of the independent engineer must use the Company's standards for building, safety, power quality, reliability and long-term stable operations for building facilities even where such standards exceed the minimum requirements set forth in the codes, standards and rules.

The Department recognizes that the proposed tariff language has not been officially proposed, much less put into effect; however, the Department considers the language problematic. Revised rules relating to Cogeneration and Small Power Production were recently adopted in Docket No. E999/R-13-729, and went into effect on September 28, 2015. Minnesota Rule 7835.0800 states:

Schedule E must contain the utility's safety standards, required operating procedures for interconnected operations and the functions to be performed by any control and protective apparatus. **These standards and procedures must not be more restrictive than the standards contained in the electrical code under part 7835.2100 or the interconnection standards distributed to customers under part 7835.4750.** The utility may include in schedule E suggested types of equipment to perform the specified functions. No standard or procedure may be established to discourage cogeneration or small power production. [Emphasis added]

Minnesota Rules limit a utility's ability to impose standards more restrictive than those reflected in the electrical code or Minnesota Rules on distributed generation customers. A utility may choose to operate its system under more restrictive standards; however, the

Department understands the rules to prohibit the utility from charging distributed generation (DG) customers for the incremental increase in costs over the industry and state standards.

Given Xcel's draft tariff language, the Department puts the utility, the independent engineer and the solar developers on notice that it expects parties to adhere to the Commission's interconnection standards.

*D. SUNSHARE'S REQUEST FOR REMEDIES*

In its complaint, SunShare requested that the Commission order Xcel to undertake a number of steps to remedy the delays alleged by SunShare. The remedies, also listed above, included:

- Deliver all information required in Step 5 of Xcel's interconnection process for S\*RC projects that have been in the Step 4 engineering study process for 90 or more business days;
- Confirm that Xcel must provide full, detailed interconnection studies and cost estimates (including both "Phase 1" and "Phase 2" study components), and not just indicative estimates warranting further study, within the Step 4 engineering study period;
- Share full engineering study results, including subcontractor study results, with SunShare upon completion (under a non-disclosure agreement or other protective security measure at Xcel's request);
- Confirm that none of SunShare's S\*RC projects are subject to the 30-day go/no-go clock under Step 6 of the interconnection process because SunShare has not yet received all required information under Step 5;
- Deliver actionable engineering study SOWs for all SunShare S\*RC applications deemed complete more than 15 business days ago, or provide a parallel study option for such projects;
- Take all steps necessary to ensure groundbreaking for each project at Sites A through F by December 2015 at the latest;
- Take all steps necessary to ensure interconnection of each project at Sites A through F by February 2016;
- Take all steps necessary to ensure interconnection of the remainder of SunShare's deemed complete S\*RC applications by June 2016 at the latest;
- Deem complete all SunShare S\*RC applications that meet Section 9 application requirements and were submitted to the S\*RC program more than 30 calendar days ago;

- Implement firm incentives or penalties as appropriate to ensure that NSP meets all tariff and S\*RC program requirements within required timelines to ensure better future performance;
- Provide ongoing oversight of Section 9, Section 10, and S\*RC rule compliance; and
- Grant any further relief as the Commission may find appropriate.

In response to the Department IR No. 1 (Attachment 5 – Trade Secret), Xcel stated it had agreed to provide revised and corrected SOWs and interconnection agreements on a per-application basis, and had agreed to temporarily stop the 30-day go/no-go clock until revised interconnection agreements were provided.

With respect to SunShare’s request for interconnection of projects at Sites A – F by February 2016, and at its remaining sites by June 2016, Xcel stated that it is required to interconnect distributed generation on a nondiscriminatory basis, and would need to work through the construction queue on a first-come, first-served basis. In its complaint, SunShare asserted that Xcel notified the developer that it “may not be able to physically satisfy our distribution-system interconnection requests for another 12-15 months, due to (among other things) a backlog of existing substation upgrade work.”<sup>7</sup>

The Department is concerned that, like a pig in a python, delays will continue throughout the interconnection process from application to interconnection to construction. The Department recommends that the Commission direct Xcel to address how it will process the final interconnection of solar gardens, and its ability to interconnect solar gardens once a signed interconnection agreement is in place, including the personnel necessary to complete the interconnections. In addition, the Department recommends that Xcel provide information on the nature of any-nonmaterial upgrades along with the timing and cost such upgrades scheduled for the substations at which SunShare is requesting interconnection.

With respect to SunShare’s request for incentive or penalty payments, the Department notes that Minnesota Statute section 216B.57 requires a finding of knowing and intentional violation of statutes or Commission Orders before a penalty may be assessed. As noted earlier in these comments, SunShare acknowledged that the violations stemmed from resource deficiencies; therefore, the Department concludes that Xcel’s actions would not constitute a “knowing and intentional violation.” The Department does not find a basis for levying penalties against Xcel at this time. However, the Department requests that Xcel outline in reply comments how the Company will make its processes more transparent and responsive in the future, and the expected timelines for doing so.

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<sup>7</sup> August 28, 2015 Amended Formal Complaint and Petition by SunShare, LLC against Northern States Power Company – a Minnesota Corporation d/b/a Xcel Energy, p. 6.

#### IV. NEXT STEPS

The Department recognizes that SunShare seeks a resolution to its complaint as quickly as possible. In laying out its recommendations, the Department believes there are three general areas to be resolved that can be pursued simultaneously: 1) resolution of disputed co-locations; 2) resolution of engineering and interconnection issues with the independent engineer; and 3) areas in which the Commission may wish additional comment. The Department recommends the following:

With respect to co-location issues:

- Require SunShare to identify the sites and applications for which it is disputing co-location, and identify the applications which it intends to withdraw in order to meet the 5-MW cap on co-located solar gardens.
- For disputed sites, Sunshare should provide the following information:
  1. A detailed explanation as to how each of the criteria set forth in the Commission's August 6, 2015 Order applies to each garden location;
  2. Detailed information on the ownership of each of the proposed gardens;
  3. Detailed information on who will manage each of the proposed gardens;
  4. Detailed information on who will operate and maintain each of the proposed gardens;
  5. If separate entities will be owning, managing, operating and maintaining the proposed gardens, please explain the entities' relationship to each other;
  6. Provide a map showing all common interconnection points and the geographic distance between each solar garden; and
  7. Provide the property tax identification number for the property on which each garden will be located.

With respect to the provision of incomplete engineering studies and interconnection cost estimates:

- Request that the parties provide a list of disputed interconnection and engineering study issues, an explanation of each party's position and all supporting documentation that will enable engineering review.
- Direct parties to engage the use of an independent engineer as identified by the Department and urge the parties to address the issues expeditiously. With respect to Xcel's ability to interconnect solar gardens, the Department recommends that Xcel provide the following in reply comments:

With respect to the interconnection of solar gardens once a signed interconnection agreement is in place, require Xcel to:

- Identify how projects will be placed into the queue for interconnection completion, and how it will process the interconnection of solar gardens once a signed interconnection agreement is in place and the solar garden is constructed, including the personnel necessary to complete the interconnections in a timely manner,
- provide information on the nature of any-nonmaterial upgrades along with the timing and cost such upgrades scheduled for the substations at which SunShare is requesting interconnection, and
- outline how the Company will make its processes more transparent and responsive in the future, and the expected timelines for doing so.

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Attachment 1: Summary of Solar\*Rewards Community Application & Interconnection Process

<b>Section 9 – S*RC application process</b>		
Days for completion	Solar Garden Applicant Actions	Xcel Actions
	<p>Complete the S*RC application and submit the following to Xcel:</p> <ol style="list-style-type: none"> <li>1. Completed S*RC application</li> <li>2. Completed DG Interconnection application</li> <li>3. One-line diagram and site plan</li> <li>4. Application fee</li> </ol>	
30 days for Xcel to review		If application is incomplete, will email the applicant, and restart 30 day review process once receive additional information
<b>Section 10 – Interconnection Process</b>		
<b>Step 1: Application</b>		
	<p>Step 1: submit completed Interconnection applications along with:</p> <ol style="list-style-type: none"> <li>1. One-line diagram showing (1) protective relaying; and (2) point of common coupling</li> <li>2. Site plan of the proposed installation</li> <li>3. Proposed Schedule for installation</li> <li>4. Payment of the interconnection application fee</li> </ol>	
<b>Step 2: Preliminary Review</b>		
10 business days		Notify Applicant of any missing information from Step 1; if information is missing the clock restarts
15 business days		<p>Within 15 business days, Xcel provides:</p> <ol style="list-style-type: none"> <li>1. Designated point of contact</li> <li>2. Approval or reject interconnection request</li> </ol> <p>If rejected, will provide technical reasons with supporting information</p> <ol style="list-style-type: none"> <li>3. Scope of work for engineering studies</li> </ol>

		including est. cost, est. duration for studies, and additional information required for completion, and study authorization agreement. 4. Comments on the schedule provided 5. If MISO involvement is required
Step 3: Go-No Go decision		
30 business days	Applicant decides whether to proceed with engineering studies. If so, applicant provides: 1. Payment for engineering study 2. Additional information requested by Xcel to complete engineering studies.	
Step 4: Engineering Studies		
	Xcel initiate engineering studies under following timeframes:	
	Gen. System Size	Completion
	<20 kW	20 working days
	20 kW – 250 kW	30 working days
	250 kW – 1 MW	40 working days
	> 1 MW	90 working days
Step 5: Study Results and Construction Estimates		
		Xcel will provide: 1. Engineering study results 2. Monitoring & Control requirements 3. Special protection req. 4. Comments on the proposed schedule 5. DG distribution constrained credits available 6. Interconnection Agreement 7. Cost estimate & Payment schedule
Step 6: Final Go-No Go Decision		
30 Business days	Applicant decides to proceed to detailed design and provides: 1. Upfront payment per schedule in Step 5	



	<ol style="list-style-type: none"> <li>2. Signed Interconnection Agreement</li> <li>3. Final proposed Schedule</li> <li>4. One-line diagram with add'l detail</li> <li>5. Info on proposed equipment, wiring</li> <li>6. Proposed relay settings for all required relays</li> <li>7. Detailed site plan</li> <li>8. Drawings showing the monitoring system</li> <li>9. Proposed testing schedule</li> </ol>	
Step 7: Final Design Review		
10 Business days		<p>Within 10 business days of receipt of information in Step 6, Xcel will notify applicant if missing information. Will restart clock upon receipt</p>
15 business days		<p>If all Step 6 information received, Xcel will complete finale design review.</p> <p>May reject the interconnection request if significant differences from the preliminary engineering studies, and applicant may be requested to reapply.</p> <p>Upon completion, Xcel will provide:</p> <ol style="list-style-type: none"> <li>1. Requested modifications to drawings</li> <li>2. Approval of project schedule</li> <li>3. Final review of DG credit amounts</li> <li>4. Comments on initial testing procedure</li> </ol>
Step 8: Order Equipment and Construction		
Step 9& 10 : Final Tests and Approval for operation		
Step 11: Final drawings and commercial operation		

Attachment 2: Summary of SunShare Complaint Xcel Response

Steps	Per Tariff	Exp. Due Date	Xcel	SunShare	SunShare	Summary of Disputes
Sect 9: App. Deemed Complete	10 bus. Days to req. add'l info; 15 days to provide SOW		1/22/2015	1/23/2015	Engineering studies delivered late & incomplete; Untimely req. for add'l information; 7 gardens at site, only provided 5 studies, single IA not separate IAs for each garden	Xcel: SunShare req. change from 2dary to primary voltage prior to starting study, req. add'l info., clock restarted on 3/18/15 when info rec'd
Step 2: SOWs		2/12/2015	2/3/2015	2/3/2015		
Step 3: Go-no-GO; Remit Paymt for Eng. Study	30 Bus. Days	3/17/2015	7/24/15 - 90 days from receipt of add'l info (3/18/15)	2/6/2015		
Step 4: Engineering Study	90 Bus. Days	6/12/2015		7/24/2015		
<b>SITE B</b>						
Steps	Per Tariff	Exp. Due Date	Xcel	SunShare	SunShare	Summary of Disputes
Sect 9: App. Deemed Complete	10 bus. Days to req. add'l info; 15 days to provide SOW		1/22/2015	1/23/2015	Untimely req. for add'l information after SOW issued, and SunShare paid eng. Fees	2/25/15 informed SunShare missing technical engineering info. Repeated emails, and mtgs requesting info. Received 4/3/15. Cite to necessary engineering documents required on Xcel website.
Step 2: SOWs				2/3/2015	Engineering partial and incomplete. Provide single IA not separate IAs for each garden	
Step 3: Go-no-GO; Remit Paymt for Eng. Study	30 Bus. Days		2/25/2015	2/25/2015		
Step 4: Engineering Study	90 Bus. Days	7/1/2015	8/11/15 - from 4/3/15 start date	8/11/2015		

Attachment 2: Summary of SunShare Complaint Xcel Response

SITE C						
Steps	Per Tariff	Exp. Due Date	Xcel	SunShare	SunShare	Summary of Disputes
Sect 9:App. Deemed Complete	10 bus. Days to req. add'l info; 15 days to provide SOW		1/22/2015	1/23/2015	1/23/2015	2/25/15 informed SunShare missing technical engineering info. Repeated emails, and mtgs requesting info. Received 4/3/15. Cite to necessary engineering documents required on Xcel website.
Step 2: SOWs	30 Bus. Days		2/25/2015	2/25/2015	2/3/2015	
Step 3: Go-no-GO; Remit Paymt for Eng. Study	90 Bus. Days	7/1/2015	8/11/15 - from 4/3/15 start date	8/11/2015	8/11/2015	
SITE D						
Steps	Per Tariff	Exp. Due Date	Xcel	SunShare	SunShare	Summary of Disputes
Sect 9:App. Deemed Complete	10 bus. Days to req. add'l info; 15 days to provide SOW		1/22/2015	1/23/2015	1/23/2015	2/25/15 informed SunShare missing technical engineering info. Repeated emails, and mtgs requesting info. Received 4/3/15. Cite to necessary engineering documents required on Xcel website.
Step 2: SOWs	30 Bus. Days		2/25/2015	2/25/2015	2/3/2015	
Step 3: Go-no-GO; Remit Paymt for Eng. Study	90 Bus. Days	7/1/2015	8/11/15 - from 4/3/15 start date	8/11/2015	8/11/2015	
SITE E						
Steps	Per Tariff	Exp. Due Date	Xcel	SunShare	SunShare	Summary of Disputes
Sect 9:App. Deemed Complete	10 bus. Days to req. add'l info; 15 days to provide SOW		1/22/2015	1/23/2015	1/23/2015	2/25/15 informed SunShare missing technical engineering info. Repeated emails, and mtgs requesting info. Received 4/3/15. Cite to necessary engineering documents required on Xcel website.
Step 2: SOWs	30 Bus. Days		2/25/2015	2/25/2015	2/3/2015	
Step 3: Go-no-GO; Remit Paymt for Eng. Study	90 Bus. Days	7/1/2015	8/21/15 - from 4/15/15 start date	8/11/2015	8/11/2015	

Attachment 2: Summary of SunShare Complaint Xcel Response

SITE F						
Steps	Per Tariff	Exp. Due Date	Xcel	SunShare	SunShare	Summary of Disputes
Sect 9:App. Deemed Complete	10 bus. Days to req. add'l info; 15 days to provide SOW	7/1/2015	1/22/2015	1/23/2015	1/23/2015	Untimely req. for add'l information after SOW issued, and SunShare paid eng. Fees; engineering studies partial and incomplete only for 3 of 8 projects; Provide single IA not separate IAs for each garden. As of 8/24/15 still no engineering study for 5 of the 8 gardens.
Step 2: SOWs	30 Bus. Days		2/25/2015	2/3/2015	2/3/2015	
Step 3: Go-no-GO; Remit Paymt for Eng. Study	90 Bus. Days	8/21/15 - from 4/15/15 start date			8/21/2015	
Step 4: Engineering Study						
Remaining 34 Projects at Sites G-J						
Steps	Per Tariff	Exp. Due Date	Xcel	SunShare	SunShare	Summary of Disputes
Sect 9:App. Deemed Complete	10 bus. Days to req. add'l info; 15 days to provide SOW		1/22/2015	1/23/2015	1/23/2015	Many of these projects were not 1st in queue. 15 day clock for issuing SOW not start until are 1st in queue. IN DOC IR No. 1, Xcel states it provided SOWs for the remaining projects on 9/18/15
Step 2: SOWs	30 Bus. Days		9/18/2015			
Step 3: Go-no-GO; Remit Paymt for Eng. Study	90 Bus. Days					
Step 4: Engineering Study						
Applications not deemed complete on time - 31 projects at Sites K-P						
Steps	Per Tariff	Exp. Due Date	Xcel	SunShare	SunShare	Summary of Disputes
Sect 9:App. Deemed Complete	10 bus. Days to req. add'l info; 15 days to provide SOW					Submitted applications between 6/3 and 6/11/15 for 31 projects; On 7/6/15 Xcel stated were missing a fee on the applications; 7/7/15 Xcel determined had failed to record SunShare's payment. 7/16/15 Xcel req. add'l engineering drawings.
Step 2: SOWs	30 Bus. Days					
Step 3: Go-no-GO; Remit Paymt for Eng. Study	90 Bus. Days					
Step 4: Engineering Study						

# Attachment #3

- Non Public Document – Contains Trade Secret Data
- Public Document – Trade Secret Data Excised
- Public Document

Xcel Energy

Docket No.: E002/C-15-786

Response To: Department of Commerce Information Request No. 1

Requestor: Susan L. Peirce

Date Received: September 10, 2015

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## Question:

Please provide Xcel's response to each of the allegations contained in SunShare's complaint.

## Response:

Prior to the Solar\*Rewards Community (S\*RC) program, the vast majority of the Company's experience with Distributed Generation interconnections in Minnesota was on relatively small rooftop solar systems, proposed in isolation and spread out over time. By contrast, when our S\*RC program launched on December 12, 2014—the first day of the program—we received more than 400 MW of applications. By June of this year, that volume had grown to over 1,000 MW. SunShare submitted about 100 applications to our application management system within the first 15 minutes of program launch. The allegations that form the basis of SunShare's Complaint stem primarily from those day-one applications.

As we have previously acknowledged, the program experienced growing pains as we learned how to manage a growing interconnection queue larger in volume and with more complex, concentrated projects than we have historically managed. As we began processing applications, we learned what worked and what did not. Armed with that experience, we made changes to the process in order to move applications through with greater speed and efficiency than was achievable in the early stages of the program.

The Company is focused on program administration and committed to facilitating the interconnection of community solar gardens and continue to move applicants through the interconnection process. As outlined in our recent Supplemental Report<sup>1</sup>, 597

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<sup>1</sup> See Xcel Energy's September 15, 2015 Supplemental Filing in Docket No. E002/M-13-867

applications have been considered complete, 504 Statements of Work (SOW) have been issued, 84 engineering studies are in progress, and 96 engineering studies have been completed as of mid-September. To this end, we have chosen not to divert critical resources away from program administration in order to investigate SunShare's backward-looking allegations. Instead, we are directing our resources to program implementation with the goal of advancing all developers, including SunShare, through the interconnection queue.

We are, therefore, responding to SunShare's allegations without having conducted a full factual review. Our responses reflect our current understanding and are, in that respect, incomplete. With that said we continue to work with SunShare to address their concerns and hope to reach consensus regarding next steps.

Per the Department's request, we address SunShare's allegations based on site and requested relief.

#### **A. Site A**

With respect to Site A, SunShare alleges that Xcel Energy's delivery of five engineering studies were late and incomplete. SunShare further alleges that Xcel Energy improperly failed to deliver engineering studies for the two Site A applications that made up the sixth and seventh MW of the project as originally submitted.

##### *1. Project Details*

On January 22, 2015, we notified SunShare that Site A's applications were considered complete. Thereafter, we issued SOWs and SunShare remitted payment on February 3, 2015, in order to proceed to detailed engineering studies. Before the engineering studies began, SunShare requested a change from secondary service voltage to primary service voltage. The requested modification was significant and required substantial additional review of the revised applications before they could be advanced to detailed engineering study. In today's process, such a significant modification request would not be permitted and the applicant would be required to reapply. At that time, however, we worked to accommodate this modification need and requested, through weekly conversations beginning in February with SunShare, revised engineering drawings that reflected the modification. SunShare submitted its revised engineering drawings on March 18, 2015—starting the 90-day clock.

On July 24, 2015—90 business days later—Xcel Energy provided SunShare with engineering studies for the first 5 MW of Site A applications. We acknowledge that we did not provide the associated Site A Interconnection Agreement on the same day we provided the study report. The Interconnection Agreement was provided 20

business days later, on August 21. Additionally, we provided a single Interconnection Agreement because Site A is a single co-located project.

We did not provide the engineering study results for the 6 and 7 MW of Site A applications because, pursuant to co-location limit outlined in the Partial Settlement Agreement and later adopted in the Commission's August 6, 2015 Order, co-located S\*RC projects are capped at 5 MW.

It is also important to note that, on August 21, 2015, SunShare voluntarily withdrew the sixth and seventh MW of the project as originally submitted. We will not provide studies for voluntarily withdrawn projects.

## 2. *Requested Relief*

With respect to Site A, SunShare requested the following relief: (1) full and correct interconnection agreements; (2) confirmation that the 30-day "go/no-go" clock is stayed until full and complete interconnection agreements are provided; (3) full interconnection by February 2016; and (4) oversight of program compliance. Two of SunShare's requests have already been addressed and the third and fourth are improper.

We will address each request for relief in turn. First, we have agreed to provide revised full and correct SOWs and interconnection agreements on a per application basis. Second, on September 1, we agreed to temporarily stop the 30-day "go/no-go" clock while the parties addressed SunShare's concerns about the interconnection agreements. Upon provision of the revised interconnection agreements, we intend to restart the 30-day "go/no-go" clock

SunShare seeks the Commission's assurance of full interconnection for its projects by February 2016. We are required, by law, to interconnect distributed generation projects in a fair and nondiscriminatory fashion. As a result, we have a construction queue that slots projects on a first come, first served basis. We cannot advance SunShare's projects through the interconnection process at the expense of other projects. Accordingly, neither the Commission nor Xcel Energy can provide a "full interconnection" guarantee; to seek relief on that basis is inappropriate.

Lastly, with respect to program oversight, the Commission outlined several oversight mechanisms in its August 6 Order, rendering moot SunShare's request for program oversight.

## B. Sites B, C, D, and E

With respect to Sites B, C, D, and E, SunShare alleges that Xcel Energy's deliveries of the engineering studies were late and incomplete. SunShare further alleges that Xcel Energy improperly failed to deliver engineering studies for the applications that exceeded the 5 MW cap at Sites C and E.

### 1. *Project Details*

On January 22, 2015, Xcel Energy deemed SunShare's Site B, C, D, and E applications complete. Thereafter, we issued the SOWs and, on February 25, SunShare remitted payment. We informed SunShare that the applications were missing technical engineering information required to advance the projects to detailed engineering studies. These conversations occurred in weekly meetings with SunShare as well as via various email communications with our engineering team. SunShare submitted the missing data on April 3, 2015 (and April 15, 2015 for Site E)—starting the 90-day clock. On August 11, 2015, Xcel Energy provided SunShare with engineering study results for Sites B, C, and D. On August 21, 2015 we provided SunShare with engineering study results for Site E. For Sites C and F, we did not provide the engineering study results on any applications above the 5 MW cap pursuant to the co-location limits outlined in the Partial Settlement Agreement and adopted, in part, by the Commission's August 6, 2015 Order.

SunShare maintains that April 14 was the first time Xcel Energy requested the additional information needed to advance the applications. We would likely challenge the accuracy of that allegation given the weekly meetings with SunShare and other regular communication exchanges; however, we note that we have not had the opportunity to complete a full records review. What we know for certain is that, for the early applications, both the Company and the developers were working through a new program and an evolving process. It is also worth noting that our website clearly shows what Xcel Energy requires for engineering documentation.<sup>2</sup>

### 2. *Requested Relief*

As with Site A, we have agreed to provide revised full and complete SOWs and interconnection agreements on a per application basis. We have also agreed to temporarily stop SunShare's 30-day clock until we could respond to SunShare's

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<sup>2</sup> See **Requirements for Engineering Documents** under Information for Garden Operators at [http://www.xcelenergy.com/Energy\\_Solutions/Business\\_Solutions/Renewable\\_Solutions/SolarRewards\\_Community-MN](http://www.xcelenergy.com/Energy_Solutions/Business_Solutions/Renewable_Solutions/SolarRewards_Community-MN) originally published on January 22, 2015.



concerns about completeness. Upon provision of the revised interconnection agreements, we intend to restart the 30-day “go/no-go” clock.

Given that SunShare has not contested our determination of co-location at Sites B, C, D, and E since notifying them on August 18, 2015 of our co-location determination, we currently do not have evidence of their intent to pursue projects over 5 MW in the SR\*C program. For this reason, no action will be taken regarding studies over 5 MW or constrained by other potential program limitations unless and until a contest is made by SunShare.

As before, SunShare seeks oversight of program compliance, which is already provided for in the Commission’s August 6 Order and a full interconnection guarantee, which—for the reasons outlined above—is improper.

### **C. Site F**

With respect to Site F, SunShare alleges that Xcel Energy’s delivery of three engineering studies were late and incomplete. SunShare further alleges that Xcel Energy failed to deliver five engineering studies for the remainder of the Site F applications—including applications that made up the 6, 7, and 8 MW of the co-located project.

#### *1. Project Details*

During the engineering study, we identified that Site F has limited available capacity. The issue at this particular site is around voltage flicker. Voltage flicker is a visible change in brightness of lighting to rapid fluctuations in the voltage of the power supply at a customer site. Adding distributed generation, including community solar garden capacity, beyond a specific threshold will lead to noticeable power quality issues for other customers sharing the distribution resources. We provided indicative construction estimates to SunShare on solar capacity available up to the identified threshold. Applications that made up 4, 5, 6, 7, and 8 MW of the co-located project were therefore, not included.

#### *2. Requested Relief*

We have provided feedback on possible mitigation ideas proposed by SunShare. One proposed solution is not technically feasible at this time based on system stability concerns, and the other requires a significant design change that goes beyond what is currently proposed in this application (thus requiring a new study process).

## **D. Delayed Processing of 34 Additional S\*RC Projects**

SunShare alleges that Xcel Energy has improperly failed to deliver SOWs for 34 of its S\*RC applications.

### *1. Details*

On January 22, 2015, we notified SunShare that the 34 at-issue applications were considered complete (otherwise noted as “deemed complete”). Once applications are deemed complete, the applicant’s position in the substation interconnection queue is fixed. If the applicant is first in the queue and the applicant provides all of the required information set forth in Section 10, the Company must provide that applicant with a SOW within 15 days. If an applicant is not first in the queue, the 15 days does not begin until the applicant moves into first position in the queue. For these 34 applications, SunShare is not first in queue.

In the Section 10 process, queue position does not change until the applicants ahead in the queue have withdrawn or proceeded with the final “go/no-go” decision, signed an interconnection agreement and made the requisite payment. We further note that we are unable to complete parallel engineering studies. In order to provide accurate indicative cost estimates for engineering design and construction, the Company must study proposed projects sequentially.

### *2. Requested Relief*

On September 18, 2015, Xcel Energy provided SunShare SOW’s for the remaining projects in question along with over a hundred other applicants of projects not first in queue. This was done in anticipation of beginning the “expedited review” process upon Commission approval of the proposed changes to the Solar\*Rewards Community tariff.<sup>3</sup> We further note that the “expedited review” process reviews projects sequentially based on their queue position. The Company does not offer parallel studies.

## **E. Failure to Timely Review Application Completeness**

SunShare alleges that Xcel Energy failed to timely review 31 applications it submitted in June 2015.

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<sup>3</sup> See Xcel Energy’s Proposed Draft Tariff changes submitted on September 15, 2015 in Docket No. E002/M-13-867.

We acknowledge that a one-time application processing error occurred regarding these 31 applications. This issue was identified in a weekly status call with SunShare, on July 6, 2015, where we identified the Company failed to timely record SunShare's payment of the required engineering study fees, one of the steps which triggers engineering review, for payments made between June 3 and June 11, 2015. This issue resulting in this omission has since been corrected. As a result, we expedited the engineering review in an attempt to offset the timing impacts of this error.

However, several factors had to be addressed prior to considering these projects complete; for example, fourteen of these projects did not include required engineering documents. We did not receive updated documentation until July 27. SunShare did lose days due to our payment omission; however, many of these applications were approved within 30 days of receiving the appropriate documentation not fully covered in their applications. In other cases, the approval timeline extended beyond these 30 days.

#### **F. Engineering Study Completeness**

SunShare raised a number of concerns related to the completeness of the engineering studies and the associated materials provided by the Company. We have worked—and continue to work—with SunShare on these technical engineering concerns. In fact, we have spent more than five hours with SunShare's engineers—spanning three separate dedicated meetings—to help SunShare understand the technical engineering requirements of the program. For context, we have not been asked by any other developer for more than a single, one-hour technical engineering meeting. Additionally, we continue to move many of the projects identified in this Complaint through the S\*RC process.

We are hopeful that the latest dedicated, two-hour meeting between the parties' technical teams will fully resolve SunShare's outstanding technical engineering questions and that continued conversation between the parties will resolve other remaining issues.

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Preparer: Jessica Peterson  
Title: Sr. Regulatory Analyst  
Department: Customer Solutions  
Telephone: 612.330.6850  
Date: September 24, 2015

# A Attachment 4 - Public

## PUBLIC DOCUMENT - THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED

- Non Public Document – Contains Third Party Confidential Trade Secret Data
- Public Document – Third Party Confidential Trade Secret Data Excised
- Public Document

Xcel Energy

Docket No.: E002/C-15-786

Response To: Department of Commerce Information Request No. 2

Requestor: Susan L. Peirce

Date Received: September 10, 2015

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### Question:

For each of the project codes contained in Exhibits 1, 2 and 3 to SunShare's complaint please provide the following information electronically in an Excel spreadsheet format:

- a. Project code, address, county, and project capacity (AC),
- b. Date the application was deemed complete per the Section 9 tariff,
- c. The name of the substation to which the project proposed to interconnect,
- d. The project's queue position in the interconnection process and the total MWs of applications in the queue,
- e. Date the project's corresponding interconnection application was deemed complete per Step 1 of the Section 10 tariff. In addition,
  1. If Xcel requested additional information, please identify the information requested, the date on which it was requested, and the date on which the information was received;
  2. If no preliminary review was submitted for a project due to other projects ahead of the applicant on the distribution feeder and/or substation please note this on the spreadsheet, and provide the number and kW size of the projects ahead of it in the queue;
  3. If a preliminary review was retracted, please provide the date of the retraction and the reason for the retraction;
- f. Date of the Go-No Go decision by the applicant/ payment of engineering fees,
- g. The expected due date for the completion of engineering studies. In addition,
  1. If Xcel requested additional information to complete the engineering studies, please identify the information requested, the date on which it was requested, and the date on which the information was received;
- h. The date final engineering study results were provided to the applicant.

**PUBLIC DOCUMENT –  
THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED**

Response:

Please see Trade Secret Attachment A which addresses the data requested per SunShare's Exhibits 1 – 3. This data was pulled as of September 24, 2015, and is a snapshot in time of our online application process.

As noted in our April 23, 2015 response to DOC Information Request No. 25 in Docket No. E002/M-13-867, the Section 10 tariff allows 10 business days from the later of deeming an application complete or from receiving additional information to requesting further information from the applicant regarding engineering documentation in order to complete a study authorization agreement (Scope of Work (SOW))<sup>1</sup>.

The Company does not specifically track the date of which all pieces of information are received. Several pieces of information are received through ongoing discussions between the garden operator and Company. These types of additions would require a full in-depth document review regarding each instance in which an email was sent and/or phone call made. While the Company has worked cooperatively with SunShare meeting on a nearly weekly basis, these conversations until recently were not documented in a central location. Therefore, this information is not presented in Attachment A. The Company hopes to centrally collect some of this data within our application management system in the future<sup>2</sup>.

Specific developer information in Attachment A to this response is marked Trade Secret pursuant to Minnesota Statute §13.37, sub. 1 (b)., as the specific information derives independent economic value, actual or potential, to Xcel Energy, its customers, suppliers, and competitors, from not being generally known to, and not being readily ascertainable by proper means by providing valuable information not otherwise readily ascertainable and from which could be obtained economic value.

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Preparer: Jessica Peterson  
Title: Sr. Regulatory Analyst  
Department: Customer Solutions  
Telephone: 612.330.6850  
Date: September 24, 2015

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<sup>1</sup> See Xcel Energy Electric Rate Book, Section 10, Sheet 94

<sup>2</sup> See Xcel Energy Supplemental Report filed September 22, 2015 in Docket No. E002/M-13-867

PUBLIC DOCUMENT -  
 THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED

Exhibit	Project	Application # (Project Code)	Project Status	Address	City	County	Project Capacity (AC)	Date Application Denied	Complete	Submission	Queue Position	Total MWs of Applications in Queue for Submission	Date Interconnection Application Denied Complete	Date Study SOW Submitted to SunShare	SOW Rejected Reason	Date Unfunded SOW Submitted to SunShare	Number and KW size of Projects Ahead in Queue	Study SOW Paid by SunShare (Co- No C Decision)	Expected Date of Study Completion	Additional Information Requested	Study Results Sent

[THIRD PARTY CONFIDENTIAL TRADE SECRET BEGINS]

PUBLIC DOCUMENT -  
 THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED

Exhibit	Project	Application # (Project Code)	Project Name	Address	City	County	Project Capacity (AC)	Date Application Demanded Complete	Situation	Queue Position	Total MWs of Applications in Queue for Situation	Date Information Acquired Complete	Date Study SOW Submitted to SunShare	Date Updated SOW Submitted to SunShare	Number and KW size of Projects Ahead in Queue	Study SOW Paid by SunShare (Go- No G Decision)	Project Date of Study Completion	Additional Information Requested	Study Results Sent

[THIRD PARTY CONFIDENTIAL TRADE SECRET BEGINS]

PUBLIC DOCUMENT -  
 THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED

Exhibit	Project	Application # (Project Code)	Project Status	Address	City	County	Project Capacity (AC)	Date Application Deemed Complete	Substation	Queue Position	Total MWs of Applications in Queue at Substation	Date Interconnection Application Deemed Complete	Date Study SOW Submitted to SunShare	SOW Retraction Reason	Date Tickets SOW Submitted to SunShare	Number and KW Size of Projects Ahead in Queue	Study SOW Paid (Yes/No) (No G Decision)	Expected Date of Study Completion	Additional Information Requested	Study Results Sent

[THIRD PARTY CONFIDENTIAL TRADE SECRET BEGINS]



PUBLIC DOCUMENT -  
 THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED

Exhibit	Project	Application # (Project Code)	Project Status	Address	City	County	Project Capacity (AC)	Date Application Draught Complete	Substation	Queue Position	Total MWs of Applications in Queue for Substation	Date Application Draught Complete	Project Status Submitted or SunShare	Project Status SOW Retained SunShare	Retraction Reason	Date Upland SOW Submitted to SunShare	Number and KW size of Projects Ahead in Queue	Study SOW Paid to-Go NO G Electricity Completion	Expected Date of Study Completion	Additional Information Requested	Study Results Sent

THIRD PARTY CONFIDENTIAL TRADE SECRET BEGINS

PUBLIC DOCUMENT -  
 THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED

Exhibit	Project	Application # (Project Code)	Project Status	Address	City	County	Project Capacity (AC)	Date Application Decred Complete	Substation	Queue Position	Total MWs of Applications in Queue for Substation	Date Interconnection Application Drawn Complete	Date Study SOW Submitted to SunShare	SOW Returned Reason	Date Updated SOW Submitted to SunShare	Number and MW size of Projects Ahead in Queue	Cost SOW Paid By SunShare (Go- No-C Decision) Completion	Expected Date of Study Completion	Additional Information Requested	Study Results Sent

THIRD PARTY CONFIDENTIAL TRADE SECRET BEHNS

THIRD PARTY CONFIDENTIAL TRADE SECRET BEHNS

# Attachment 5



October 14, 2015

Connor Boler  
Susan Peirce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101-2198

CC: Deputy Commissioner Bill Grant

**RE: DOCKET NO. E002/C-15-786**  
**Complaint by SunShare, LLC Against Northern States Power Company dba Xcel Energy for**  
**Violations of Section 10 Interconnection Tariff and Related to Solar\*Rewards Community**  
**Program Rules**

Dear Mr. Boler and Ms. Peirce,

On September 24, 2015, Northern States Power ("NSP") submitted an information request response ("Response") to the Department of Commerce in response to the Department's Information Request 1 ("IR 1"), and thereafter shared a copy of their Response with SunShare.

We write to point out a number of unfair mischaracterizations in NSP's Response to IR 1 (see attached informal markup).<sup>1</sup> SunShare is concerned that NSP's Response may primarily serve to confuse the Department and blunt the force of SunShare's Complaint and September 24 response to IR 4 – both of we stand behind and continue to assert.

We further note that NSP's Response specifically *declined* to respond to or rebut each of the numbered allegations in SunShare's Complaint – despite Commerce's IR and the fact that NSP carries the legal burden of proof in this matter.<sup>2,3</sup> NSP's explanation, which we find ironic, is that the Company is too focused on "program administration and . . . facilitating the interconnection of [CSGs]" to investigate problems with its program administration and failure to facilitate interconnection of the CSGs that are subject of SunShare's complaint.<sup>4</sup>

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<sup>1</sup> Please note, we don't intend the sidebar comments in this attachment to be a comprehensive rebuttal – just pointing out some of the more egregious mischaracterizations.

<sup>2</sup> Minn. Stat. § 216B.164, subd. 5. ("In the event of disputes between an electric utility and a qualifying facility . . . the burden of proof shall be on the utility.")

<sup>3</sup> See *also* Minn. Rules 7829.1800, subp. 2. (If an "investigation is warranted, the commission shall serve the complaint on the respondent . . . "requiring the respondent to file an answer either stating that it has granted the relief the complainant requests, or responding to the allegations of the complaint.")

<sup>4</sup> NSP Response at 1.

This explanation is also not persuasive, given the real financial harm that NSP's delays have caused to SunShare and the hundreds and soon-to-be-thousands of subscribers signed up for and waiting to start receiving benefits under the 2013 CSG law. To be blunt: SunShare, like many other applicants, is a small business that cannot sustain ongoing NSP-driven delays in project interconnection and financing, including the ever-mounting ITC risk.

Finally, we also find NSP's statements re: its "learning curve" to be non-persuasive, given that the controlling CSG legislation was passed into law over two and a half years ago. Indeed, NSP's Section 10 interconnection tariff has been in place **for over ten years**, giving the Company ample time to identify and fix any issues with their interconnection process (esp. in light of NSP's experience in the MISO process for wind generators), had it so desired.

Thank you for your attendance to, and continuing oversight over these matters.

Sincerely,

s/ Ross Abbey

Ross Abbey

SunShare, LLC  
Regulatory Counsel

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

*On Behalf of SunShare, LLC*

- Non Public Document – Contains Trade Secret Data
- Public Document – Trade Secret Data Excised
- Public Document

Xcel Energy  
Docket No.: E002/C-15-786  
Response To: Department of Commerce Information Request No. 1  
Requestor: Susan L. Peirce  
Date Received: September 10, 2015

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Question:

Please provide Xcel's response to each of the allegations contained in SunShare's complaint.

Response:

Prior to the Solar\*Rewards Community (S\*RC) program, the vast majority of the Company's experience with Distributed Generation interconnections in Minnesota was on relatively small rooftop solar systems, proposed in isolation and spread out over time. By contrast, when our S\*RC program launched on December 12, 2014—the first day of the program—we received more than 400 MW of applications. By June of this year, that volume had grown to over 1,000 MW. SunShare submitted about 100 applications to our application management system within the first 15 minutes of program launch. The allegations that form the basis of SunShare's Complaint stem primarily from those day-one applications.

As we have previously acknowledged, the program experienced growing pains as we learned how to manage a growing interconnection queue larger in volume and with more complex, concentrated projects than we have historically managed. As we began processing applications, we learned what worked and what did not. Armed with that experience, we made changes to the process in order to move applications through with greater speed and efficiency than was achievable in the early stages of the program.

The Company is focused on program administration and committed to facilitating the interconnection of community solar gardens and continue to move applicants through the interconnection process. As outlined in our recent Supplemental Report<sup>1</sup>, 597 applications have been considered complete, 504 Statements of Work (SOW) have been issued, 84 engineering studies are in progress, and 96 engineering studies have been completed as of mid-September. To this end, we have chosen not to divert critical resources away from program administration in order to investigate SunShare's backward-looking allegations. Instead, we are directing our resources to program implementation with the goal of advancing all developers, including SunShare, through the interconnection queue.

<sup>1</sup> See Xcel Energy's September 15, 2015 Supplemental Filing in Docket No. E002/M-13-867.

**Comment [RA1]:** NSP **wrongfully implies** that the large volume of SRC applications (virtually all of which NSP received *after* SunShare's applications in this Complaint) should be seen as a relevant mitigating factor re: the timeliness of NSP's review & study of SunShare's first-in-line applications.

**Comment [RA2]:** The phrase "backward-looking" **mischaracterizes** SunShare's complaint by implying the lack of any ongoing tariff violations (contra SunShare's reply to IR 4). SunShare is also requesting *forward-looking* relief as to all applications covered by our Complaint.

We are, therefore, responding to SunShare's allegations without having conducted a full factual review. Our responses reflect our current understanding and are, in that respect, incomplete. With that said we continue to work with SunShare to address their concerns and hope to reach consensus regarding next steps.

Per the Department's request, we address SunShare's allegations based on site and requested relief.

### A. Site A

With respect to Site A, SunShare alleges that Xcel Energy's delivery of five engineering studies were late and incomplete. SunShare further alleges that Xcel Energy improperly failed to deliver engineering studies for the two Site A applications that made up the sixth and seventh MW of the project as originally submitted.

#### 1. Project Details

On January 22, 2015, we notified SunShare that Site A's applications were considered complete. Thereafter, we issued SOWs and SunShare remitted payment on February 3, 2015, in order to proceed to detailed engineering studies. Before the engineering studies began, SunShare requested a change from secondary service voltage to primary service voltage. The requested modification was significant and required substantial additional review of the revised applications before they could be advanced to detailed engineering study. In today's process, such a significant modification request would not be permitted and the applicant would be required to reapply. At that time, however, we worked to accommodate this modification need and requested, through weekly conversations beginning in February with SunShare, revised engineering drawings that reflected the modification. SunShare submitted its revised engineering drawings on March 18, 2015—starting the 90-day clock.

On July 24, 2015—90 business days later—Xcel Energy provided SunShare with engineering studies for the first 5 MW of Site A applications. We acknowledge that we did not provide the associated Site A Interconnection Agreement on the same day we provided the study report. The Interconnection Agreement was provided 20 business days later, on August 21. Additionally, we provided a single Interconnection Agreement because Site A is a single co-located project.

We did not provide the engineering study results for the 6 and 7 MW of Site A applications because, pursuant to co-location limit outlined in the Partial Settlement Agreement and later adopted in the Commission's August 6, 2015 Order, co-located S\*RC projects are capped at 5 MW.

It is also important to note that, on August 21, 2015, SunShare voluntarily withdrew the sixth and seventh MW of the project as originally submitted. We will not provide studies for voluntarily withdrawn projects.

**Comment [RA3]:** NSP **mischaracterization.** SunShare made this change in response to NSP's request (re: effective grounding and metering requirements).

**Comment [RA4]:** NSP **wrongly implies** that its draft revised Section 9 tariff is already in place. (Existing section 10 tariff does not prohibit this sort of modification.)

**Comment [RA5]:** NSP **wrongly implies** weekly conversations between SunShare and NSP engineering resources. In fact, despite our repeated requests, NSP has (until just recently) refused to allow real-time engineering conversations – instead routing all engineering conversations through email (adding significant delay to the process).

**Comment [RA6]:** NSP **wrongly implies** that the studies it provided for Site A were complete & satisfied its Section 10 obligations. (See SunShare IR Reply, Exhibit 2(a)).

**Comment [RA7]:** NSP **wrongly implies** that the Interconnection Agreements it provided for Site A were complete & satisfied its Section 10 obligations.

**Comment [RA8]:** NSP **mischaracterizes** its obligations under Section 10.

**Comment [RA9]:** NSP **mischaracterizes** its Section 10 obligations as only applying to interconnection applications that qualify for CSGs.

## 2. Requested Relief

With respect to Site A, SunShare requested the following relief: (1) full and correct interconnection agreements; (2) confirmation that the 30-day “go/no-go” clock is stayed until full and complete interconnection agreements are provided; (3) full interconnection by February 2016; and (4) oversight of program compliance. Two of SunShare’s requests have already been addressed and the third and fourth are improper.

We will address each request for relief in turn. First, we have agreed to provide revised full and correct SOWs and interconnection agreements on a per application basis. Second, on September 1, we agreed to temporarily stop the 30-day “go/no-go” clock while the parties addressed SunShare’s concerns about the interconnection agreements. Upon provision of the revised interconnection agreements, we intend to restart the 30-day “go/no-go” clock.

SunShare seeks the Commission’s assurance of full interconnection for its projects by February 2016. We are required, by law, to interconnect distributed generation projects in a fair and nondiscriminatory fashion. As a result, we have a construction queue that slots projects on a first come, first served basis. We cannot advance SunShare’s projects through the interconnection process at the expense of other projects. Accordingly, neither the Commission nor Xcel Energy can provide a “full interconnection” guarantee; to seek relief on that basis is inappropriate.

Lastly, with respect to program oversight, the Commission outlined several oversight mechanisms in its August 6 Order, rendering moot SunShare’s request for program oversight.

### B. Sites B, C, D, and E

With respect to Sites B, C, D, and E, SunShare alleges that Xcel Energy’s deliveries of the engineering studies were late and incomplete. SunShare further alleges that Xcel Energy improperly failed to deliver engineering studies for the applications that exceeded the 5 MW cap at Sites C and E.

#### 1. Project Details

On January 22, 2015, Xcel Energy deemed SunShare’s Site B, C, D, and E applications complete. Thereafter, we issued the SOWs and, on February 25, SunShare remitted payment. We informed SunShare that the applications were missing technical engineering information required to advance the projects to detailed engineering studies. These conversations occurred in weekly meetings with SunShare as well as via various email communications with our engineering team. SunShare submitted the missing data on April 3, 2015 (and April 15, 2015 for Site E)—starting the 90-day clock. On August 11, 2015, Xcel Energy provided SunShare with engineering study results for Sites B, C, and D. On August 21, 2015 we provided SunShare with engineering study results for Site E. For Sites C and F, we did not provide the engineering study results on any applications above the 5 MW cap pursuant to the co-location limits outlined in the Partial Settlement Agreement and

**Comment [RA10]:** NSP admission of failure to timely deliver these required materials.

**Comment [RA11]:** NSP is **mischaracterizing** our requested relief as seeking preferential treatment “at the expense” of other developers.

In fact, SunShare is merely requesting that the Commission impose date-certain goals on NSP to get SunShare’s projects back on a reasonable timeline (and avoid future delays) so that we can commission these projects well before the ITC step down.

NSP should be able to accomplish this *without* harming other developer’s projects (i.e., by increasing the resources it applies to the task, incl. engineering FTEs). See also Comment 21, below.

**Comment [RA12]:** NSP is **mischaracterizing** our requested relief. SunShare doesn’t require a “guarantee” – we just need NSP to get its work done within a reasonable time (as compelled by the Commission).

**Comment [RA13]:** NSP **mischaracterizes** our request for relief. We have not requested broad “program oversight”.

Rather, our Complaint requests specific timeline, etc. oversight as to the projects subject to SunShare’s Complaint (as necessary to remedy the current violations and avoid any future new violations as to these projects).

**Comment [RA14]:** See Comment 5, above.

adopted, in part, by the Commission's August 6, 2015 Order.

Comment [RA15]: See Comment 8, above.

SunShare maintains that April 14 was the first time Xcel Energy requested the additional information needed to advance the applications. We would likely challenge the accuracy of that allegation given the weekly meetings with SunShare and other regular communication exchanges; however, we note that we have not had the opportunity to complete a full records review. What we know for certain is that, for the early applications, both the Company and the developers were working through a new program and an evolving process. It is also worth noting that our website clearly shows what Xcel Energy requires for engineering documentation.<sup>2</sup>

Comment [RA16]: NSP **wrongly implies** that they have counter-evidence, though (given the opportunity) they have failed to cite any such evidence here.

## 2. Requested Relief

As with Site A, we have agreed to provide revised full and complete SOWs and interconnection agreements on a per application basis. We have also agreed to temporarily stop SunShare's 30-day clock until we could respond to SunShare's concerns about completeness. Upon provision of the revised interconnection agreements, we intend to restart the 30-day "go/no-go" clock.

Comment [RA17]: While this may or may not be true today, NSP **wrongly implies** that this was also true at as of April, 2015 (the relevant period).

Comment [RA18]: See Comment 9, above

Given that SunShare has not contested our determination of co-location at Sites B, C, D, and E since notifying them on August 18, 2015 of our co-location determination, we currently do not have evidence of their intent to pursue projects over 5 MW in the SR\*C program. For this reason, no action will be taken regarding studies over 5 MW or constrained by other potential program limitations unless and until a contest is made by SunShare.

As before, SunShare seeks oversight of program compliance, which is already provided for in the Commission's August 6 Order and a full interconnection guarantee, which—for the reasons outlined above—is improper.

## C. Site F

With respect to Site F, SunShare alleges that Xcel Energy's delivery of three engineering studies were late and incomplete. SunShare further alleges that Xcel Energy failed to deliver five engineering studies for the remainder of the Site F applications—including applications that made up the 6, 7, and 8 MW of the collocated project.

### 1. Project Details

During the engineering study, we identified that Site F has limited available capacity. The issue at this particular site is around voltage flicker. Voltage flicker is a visible change in brightness of lighting to rapid fluctuations in the voltage of the power supply at a customer site. Adding distributed generation, including community solar garden capacity, beyond a specific threshold will lead to noticeable power quality

<sup>2</sup> See **Requirements for Engineering Documents** under Information for Garden Operators at [http://www.xcelenergy.com/Energy\\_Solutions/Business\\_Solutions/Renewable\\_Solutions/SolarRewards\\_Community-MN](http://www.xcelenergy.com/Energy_Solutions/Business_Solutions/Renewable_Solutions/SolarRewards_Community-MN) originally published on January 22, 2015.



issues for other customers sharing the distribution resources. We provided indicative construction estimates to SunShare on solar capacity available up to the identified threshold. Applications that made up 4, 5, 6, 7, and 8 MW of the co-located project were therefore, not included.

## 2. Requested Relief

We have provided feedback on possible mitigation ideas proposed by SunShare. One proposed solution is not technically feasible at this time based on system stability concerns, and the other requires a significant design change that goes beyond what is currently proposed in this application (thus requiring a new study process).

### D. Delayed Processing of 34 Additional S\*RC Projects

SunShare alleges that Xcel Energy has improperly failed to deliver SOWs for 34 of its S\*RC applications.

#### 1. Details

On January 22, 2015, we notified SunShare that the 34 at-issue applications were considered complete (otherwise noted as “deemed complete”). Once applications are deemed complete, the applicant’s position in the substation interconnection queue is fixed. If the applicant is first in the queue and the applicant provides all of the required information set forth in Section 10, the Company must provide that applicant with a SOW within 15 days. If an applicant is not first in the queue, the 15 days does not begin until the applicant moves into first position in the queue. For these 34 applications, SunShare is not first in queue.

In the Section 10 process, queue position does not change until the applicants ahead in the queue have withdrawn or proceeded with the final “go/no-go” decision, signed an interconnection agreement and made the requisite payment. We further note that we are unable to complete parallel engineering studies. In order to provide accurate indicative cost estimates for engineering design and construction, the Company must study proposed projects sequentially.

#### 2. Requested Relief

On September 18, 2015, Xcel Energy provided SunShare SOW’s for the remaining projects in question along with over a hundred other applicants of projects not first in queue. This was done in anticipation of beginning the “expedited review” process upon Commission approval of the proposed changes to the Solar\*Rewards Community tariff.<sup>3</sup> We further note that the “expedited review” process reviews projects sequentially based on their queue position. The Company does not offer parallel studies.

**Comment [RA19]:** NSP wrongly implies that this meets the Section 10 requirements in place during the relevant time. (Going forward, NSP has proposed an “indicative” cost step in its proposed Section 9 tariff revision not yet in place.)

**Comment [RA20]:** NSP mischaracterizes its Section 10 obligations here. There is no such ‘wait’ provision in Section 10 (and NSP cites to none).

**Comment [RA21]:** NSP wrongly implies that it is unable to study the second application in the queue until the first project has cleared out. Yet (at the same time) the also Company says that it can study subsequent applications in the queue going forward.

<sup>3</sup> See Xcel Energy’s Proposed Draft Tariff changes submitted on September 15, 2015 in Docket No. E002/M-13-867.

### E. Failure to Timely Review Application Completeness

SunShare alleges that Xcel Energy failed to timely review 31 applications it submitted in June 2015.

We acknowledge that a one-time application processing error occurred regarding these 31 applications. This issue was identified in a weekly status call with SunShare, on July 6, 2015, where we identified the Company failed to timely record SunShare's payment of the required engineering study fees, one of the steps which triggers engineering review, for payments made between June 3 and June 11, 2015. This issue resulting in this omission has since been corrected. As a result, we expedited the engineering review in an attempt to offset the timing impacts of this error.

However, several factors had to be addressed prior to considering these projects complete; for example, fourteen of these projects did not include required engineering documents. We did not receive updated documentation until July 27. SunShare did lose days due to our payment omission; however, many of these applications were approved within 30 days of receiving the appropriate documentation not fully covered in their applications. In other cases, the approval timeline extended beyond these 30 days.

### F. Engineering Study Completeness

SunShare raised a number of concerns related to the completeness of the engineering studies and the associated materials provided by the Company. We have worked—and continue to work—with SunShare on these technical engineering concerns. In fact, we have spent more than five hours with SunShare's engineers—spanning three separate dedicated meetings—to help SunShare understand the technical engineering requirements of the program. For context, we have not been asked by any other developer for more than a single, one-hour technical engineering meeting. Additionally, we continue to move many of the projects identified in this Complaint through the S\*RC process.

We are hopeful that the latest dedicated, two-hour meeting between the parties' technical teams will fully resolve SunShare's outstanding technical engineering questions and that continued conversation between the parties will resolve other remaining issues.

**Comment [RA22]:** This statement contradicts NSP's **mischaracterization** above in Section A(2) that it is unable to expedite projects that have experienced significant delays in order to remedy past violations. See Comment 10, above.

**Comment [RA23]:** NSP **mischaracterizes** the content and goal of these meetings. NSP also **wrongly implies** that the length of its meetings with other developers (who are behind SunShare in the application process) is a relevant benchmark.

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Preparer: Jessica Peterson  
Title: Sr. Regulatory Analyst  
Department: Customer Solutions  
Telephone: 612.330.6850  
Date: September 24, 2015

# Attachment 6 - Public

## PUBLIC DOCUMENT - THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED

- Non Public Document – Contains Third Party Confidential Trade Secret Data
- Public Document – Third Party Confidential Trade Secret Data Excised
- Public Document

Xcel Energy

Docket No.: E002/C-15-786

Response To: Department of Commerce Information Request No. 3

Requestor: Susan L. Peirce

Date Received: September 10, 2015

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### Question:

Does Xcel allege that any of the projects identified in Exhibits 1, 2 or 3 to SunShare's complaint are co-located projects exceeding the 5 MW size cap established by the Commission's August 6, 2015 Order? If so, please provide the following:

- a. The project codes, MWs, and locations of projects that Xcel considers co-located and exceeding the 5 MW cap.
- b. Identify all criteria Xcel used to determine that a given set of projects were co-located.
- c. For each of the co-located projects, identify how the projects met the criteria set forth in b. Provide any supporting documentation used to make the determination.

### Response:

- a. On August 18, 2015, Xcel Energy provided an email to SunShare and Mortensen regarding their co-located sites. Within this communication, we identified 10 projects that currently exceed the 5MW<sub>ac</sub> cap. These details are noted in Table 1 below. Further information regarding specific application codes have been identified in DOC Information Request No. 2.

**PUBLIC DOCUMENT –  
THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED**

**Table 1: Identified Co-located Sites**

**[THIRD PARTY CONFIDENTIAL TRADE SECRET BEGINS**


**THIRD PARTY CONFIDENTIAL TRADE SECRET ENDS]**

- b. Community solar gardens are co-located if they exhibit characteristics of a single development including, but not limited to, common ownership structure, an umbrella sale arrangement, shared interconnection, revenue-sharing arrangements, and common debt and equity financing.

Without limiting what further specific methods could be used to apply the above standard, if any of the following methods are met then this would show that the Community Solar Gardens are co-located:

- 1. Where Community Solar Gardens from the same or related entity are within a one-mile radius.
- 2. Where the applicant has self-identified that the Community Solar Gardens are co-located in one or more of the following ways:
  - a. The site plans (or maps) submitted by the developers as part of the engineering review application show co-located projects on the same map.
  - b. The co-located project addresses share the same address or have an adjacent address. For example, the addresses could be 1234 Highway 24, Unit 1; 1234 Highway 24, Unit 2, etc.; or,
  - c. The co-located projects share similar naming conventions. For example, the names could be NeighborhoodX 1, NeighborhoodX 2, etc.
- c. All projects identified in Table 1 above showed characteristics of a single development due to common ownership structure and shared interconnection as defined per the project site plans. These site plans have been included in

**PUBLIC DOCUMENT –  
THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED**

Attachment A to this request. Although not a requirement that further methods be met, each meets the methods from paragraphs b.1 and b.2 above.

Specific developer information is marked Trade Secret pursuant to Minnesota Statute §13.37, sub. 1 (b), as the specific information derives independent economic value, actual or potential, to Xcel Energy, its customers, suppliers, and competitors, from not being generally know to, and not being readily ascertainable by proper means by providing valuable information not otherwise readily ascertainable and from which could be obtained economic value.

Attachment A provided with this response contains data classified as trade secret pursuant to Minn. Stat. §13.37 and are marked as “Non-Public” in their entirety. Pursuant to Minn. R. 7829.0500, subp. 3, the Company provides the following description of the excised material:

1. **Nature of the Material:** The attachment contains site plans for SunShare’s proposed gardens.
2. **Authors:** The data was prepared by or on behalf of SunShare.
3. **Importance:** The attachment contains detailed third party confidential project information, including location, set-up and size of SunShare proposed community solar gardens.
4. **Date the Information was Prepared:** The information was prepared on various dates from November 2014 through July 2015.

---

Preparer: Jessica Peterson  
Title: Sr. Regulatory Analyst  
Department: Customer Solutions  
Telephone: 612.330.6850  
Date: September 24, 2015

**PUBLIC DOCUMENT -  
THIRD PARTY CONFIDENTIAL TRADE SECRET DATA EXCISED  
TRADE SECRET IN ENTIRETY**

Specific developer information is marked Trade Secret pursuant to Minnesota Statute §13.37, sub. 1 (b)., as the specific information derives independent economic value, actual or potential, to Xcel Energy, its customers, suppliers, and competitors, from not being generally known to, and not being readily ascertainable by proper means by providing valuable information not otherwise readily ascertainable and from which could be obtained economic value.

Attachment A provided with this response contains data classified as trade secret pursuant to Minn. Stat. §13.37 and are marked as “Non-Public” in their entirety. Pursuant to Minn. R. 7829.0500, subp. 3, the Company provides the following description of the excised material:

1. **Nature of the Material:** The attachment contains site plans for SunShare’s proposed gardens.
2. **Authors:** The data was prepared by or on behalf of SunShare.
3. **Importance:** The attachment contains detailed third party confidential project information, including location, set-up and size of SunShare proposed community solar gardens.
4. **Date the Information was Prepared:** The information was prepared on various dates from November 2014 through July 2015.

**[TRADE SECRET BEGINS**

**TRADE SECRET ENDS]**

# Attachment 7

## 272.0295 SOLAR ENERGY PRODUCTION TAX.

Subdivision 1. **Production tax.** A tax is imposed on the production of electricity from a solar energy generating system used as an electric power source.

Subd. 2. **Definitions.** (a) For the purposes of this section, the term "solar energy generating system" means a set of devices whose primary purpose is to produce electricity by means of any combination of collecting, transferring, or converting solar generated energy.

(b) The total size of a solar energy generating system under this subdivision shall be determined according to this paragraph. Unless the systems are interconnected with different distribution systems, the nameplate capacity of a solar energy generating system shall be combined with the nameplate capacity of any other solar energy generating system that:

(1) is constructed within the same 12-month period as the solar energy generating system; and

(2) exhibits characteristics of being a single development, including but not limited to ownership structure, an umbrella sales arrangement, shared interconnection, revenue-sharing arrangements, and common debt or equity financing.

In the case of a dispute, the commissioner of commerce shall determine the total size of the system and shall draw all reasonable inferences in favor of combining the systems.

(c) In making a determination under paragraph (b), the commissioner of commerce may determine that two solar energy generating systems are under common ownership when the underlying ownership structure contains similar persons or entities, even if the ownership shares differ between the two systems. Solar energy generating systems are not under common ownership solely because the same person or entity provided equity financing for the systems.

Subd. 3. **Rate of tax.** (a) For a solar energy generating system with a capacity exceeding one megawatt alternating current, the tax is \$1.20 per megawatt-hour.

(b) A solar energy generating system with a capacity of one megawatt alternating current or less is exempt from the tax imposed under this section.

Subd. 4. **Reports.** An owner of a solar energy generating system subject to tax under this section shall file a report with the commissioner of revenue annually on or before January 15 detailing the amount of electricity in megawatt-hours that was produced by the system in the previous calendar year. The commissioner shall prescribe the form of the report. The report must contain the information required by the commissioner to determine the tax due to each county under this section for the current year. If an owner of a solar energy generating system subject to taxation under this section fails to file the report by the due date, the commissioner of revenue shall determine the tax based upon the nameplate capacity of the system multiplied by a capacity factor of 30 percent.

Subd. 5. **Notification of tax.** (a) On or before February 28, the commissioner of revenue shall notify the owner of each solar energy generating system of the tax due to each county for the current year and shall certify to the county auditor of each county in which the system is located the tax due from each owner for the current year.

(b) If the commissioner of revenue determines that the amount of production tax has been erroneously calculated, the commissioner may correct the error. The commissioner must notify the owner of the solar energy generating system of the correction and the amount of tax due to each county and must certify the

correction to the county auditor of each county in which the system is located on or before April 1 of the current year.

**Subd. 6. Payment of tax; collection.** The amount of production tax determined under subdivision 5 must be paid to the county treasurer at the time and in the manner provided for payment of property taxes under section 277.01, subdivision 3, and, if unpaid, is subject to the same enforcement, collection, and interest and penalties as delinquent personal property taxes. Except to the extent inconsistent with this section, the provisions of sections 277.01 to 277.24 and 278.01 to 278.14 apply to the taxes imposed under this section, and for purposes of those provisions, the taxes imposed under this section are considered personal property taxes.

**Subd. 7. Distribution of revenues.** Revenues from the taxes imposed under this section must be part of the settlement between the county treasurer and the county auditor under section 276.09. The revenue must be distributed by the county auditor or the county treasurer to local taxing jurisdictions in which the solar energy generating system is located as follows: 80 percent to counties and 20 percent to cities and townships.

**History:** 2014 c 308 art 2 s 8



# Attachment 8 Public

September 24, 2015



## **DISCOVERY FILING IN RESPONSE TO SEPTEMBER 10 INFORMATION REQUEST CONTAINS TRADE SECRET DATA**

Connor Boler  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101-2198

Susan Peirce  
Department of Commerce  
85 7<sup>th</sup> Place East, Suite 500  
St. Paul, MN 55101-2198

**RE: DOCKET NO. E002/C-15-786  
Complaint by SunShare, LLC Against Northern States Power Company dba Xcel Energy for  
Violations of Section 10 Interconnection Tariff and Related to Solar\*Rewards Community  
Program Rules**

Dear Mr. Boler and Ms. Peirce,

On August 27, 2015, SunShare filed a formal complaint with the Public Utilities Commission ("Commission"), alleging over 100 discrete tariff and order violations by Northern States Power ("NSP") as of August 24, 2015. The Commission opened Docket E002/15-786 regarding our complaint on August 28, 2015.

On September 10, 2015, the Department of Commerce ("Department") issued Information Requests ("IR") in Docket E002/15-786 to both SunShare and NSP (asking the Company to provide, *inter alia*, its "response to each of the allegations contained in SunShare's complaint"). IR 4 asked SunShare:

In its complaint, SunShare asserts that Xcel provided partial and/or incomplete engineering results for a number of its community garden projects. For each project SunShare asserts a partial or incomplete engineering study, please provide detailed information identifying the deficiencies in the study, and what SunShare believes is needed to deem the study 'complete.'

The Department asked for a full response by September 21, 2015. It thereafter extended the deadline (by three business days) to September 24, 2015.

In response to the Department's IR, we have outlined below the deficiencies in each engineering study we have received from NSP and any project-related Section 9 and/or 10 tariff violations below:

- Exhibit 1(a) outlines deficiencies and/or violations as of August 24, 2015 (the information cut-off date for our complaint).
- Exhibit 1(b) outlines the same as of today, September 24, 2015.
- Exhibit 2(a) outlines the steps needed to remedy deficiencies regarding partial or incomplete Section 10, Step 4 and 5 deliverables.
- Exhibit 2(b) is a list of outstanding SunShare engineering questions, as referenced by Exhibit 2(a).

For the Department's information, since the date of our complaint, NSP has continued to process our CSG applications in good faith and has provided a number of previously outstanding tariff-required deliverables.<sup>1</sup> More specifically:

- 1) On or about August 27, 2015, NSP deemed complete each of the 31 CSGs listed in Exhibit 3 in our complaint. (Each application was thus deemed complete 55 calendar days after the allowable-day timeline.)
- 2) On or about September 18, 2015, NSP delivered engineering study scope of work statements for each of the 34 CSGs listed in Exhibit 2 in our complaint.<sup>2</sup> (Each statement was thus delivered 151 business days after the allowable-day timeline.)
- 3) On September 18, 2015, NSP provided a draft hard copy of a revised engineering study report (with [some] Section 10, Step 5 deliverables) for 5 of the CSGs at one site listed in Exhibit 1 of our complaint, but admitted that the revision was not yet in complete and final form.

Although we are pleased to receive these materials, we must note the substantial project delay caused by NSP's timeline overruns. For example, we estimate the cumulative delay before NSP's August 27 delivery (noted above) to be 1,705 lost calendar days.<sup>3</sup> We estimate the cumulative delay before NSP's September 18 delivery (noted above) to be 5,134 lost business days.<sup>4</sup> (In total, the projects listed in our complaint have lost over 8,220 days due to alleged NSP violations.)

In addition, 33 of our projects continue to experience current and ongoing tariff and/or rule violations. (For each such project, Exhibit 2 below outlines the remedies needed for NSP to meet its obligations.)

---

<sup>1</sup> We are satisfied to report that we have not experienced any retaliation from NSP as a result of our complaint to date.

<sup>2</sup> SunShare is currently reviewing these SOW statements for accuracy and completeness, and will communicate directly with NSP regarding any technical questions or apparent deficiencies.

<sup>3</sup> 31 projects x 55 calendar days = 1,705 calendar days.

<sup>4</sup> 34 projects x 151 business days = 5,134 business days.

In conclusion, we continue to request all the relief requested in our complaint, including ongoing oversight of NSP tariff and rule compliance by the Department and the Commission as to all CSGs at issue in SunShare's complaint.

Please do not hesitate to contact me with any questions.

Sincerely,

s/ Ross Abbey

Ross Abbey

SunShare, LLC  
Director, Regulatory & Legal – MN

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

*On Behalf of SunShare, LLC*

**[TRADE SECRET REDACTION BEGINS]**

**[TRADE SECRET REDACTION ENDS]**

## CERTIFICATE OF SERVICE

I, Sharon Ferguson, hereby certify that I have this day, served copies of the following document on the attached list of persons by electronic filing, certified mail, e-mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at St. Paul, Minnesota.

**Minnesota Department of Commerce  
Comments**

**Docket No. E002/M-15-786**

**Dated this 15<sup>th</sup> day of October 2015**

**/s/Sharon Ferguson**

First Name	Last Name	Email	Company Name	Address	Delivery Method	View Trade Secret	Service List Name
Ross	Abbey	ross@mysunshare.com	SunShare, LLC	609 S. 10th Street Suite 210 Minneapolis, MN 55404	Electronic Service	No	OFF_SL_15-786_PUC Official SL
Michael	Allen	michael.allen@allenergysolar.com	All Energy Solar	721 W 26th st Suite 211  Minneapolis, Minnesota 55405	Electronic Service	No	OFF_SL_15-786_PUC Official SL
Julia	Anderson	Julia.Anderson@ag.state.mn.us	Office of the Attorney General-DOC	1800 BRM Tower 445 Minnesota St St. Paul, MN 551012134	Electronic Service	No	OFF_SL_15-786_PUC Official SL
Sara	Baldwin Auck	sarab@irecusa.org	Interstate Renewable Energy Council, Inc.	774 E 3rd Ave  Salt Lake City, UT 84103	Electronic Service	No	OFF_SL_15-786_PUC Official SL
Kenneth	Bradley	kbradley1965@gmail.com		2837 Emerson Ave S Apt CW112  Minneapolis, MN 55408	Electronic Service	No	OFF_SL_15-786_PUC Official SL
Michael J.	Bull	mbull@mncee.org	Center for Energy and Environment	212 Third Ave N Ste 560  Minneapolis, MN 55401	Electronic Service	No	OFF_SL_15-786_PUC Official SL
Jessica	Burdette	jessica.burdette@state.mn.us	Department of Commerce	85 7th Place East Suite 500 St. Paul, MN 55101	Electronic Service	No	OFF_SL_15-786_PUC Official SL
Joel	Cannon	jcannon@tenksolar.com	Tenk Solar, Inc.	9549 Penn Avenue S  Bloomington, MN 55431	Electronic Service	No	OFF_SL_15-786_PUC Official SL
John J.	Carroll	jcarroll@newportpartners.com	Newport Partners, LLC	9 Cushing, Suite 200  Irvine, California 92618	Electronic Service	No	OFF_SL_15-786_PUC Official SL
Arthur	Crowell	Crowell.arthur@yahoo.com	A Work of Art Landscapes	234 Jackson Ave N  Hopkins, MN 55343	Electronic Service	No	OFF_SL_15-786_PUC Official SL

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