

August 27, 2015

**VIA ELECTRONIC FILING - TRADE SECRET DATA REMOVED**

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

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

Dear Mr. Wolf,

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

We have endeavored to solve our disputes over these violations informally with NSP over recent months, including through sharing drafts of this complaint, but have been unsuccessful. At this point, while NSP staff have been open to meeting and have indicated an intent to improve, SunShare has received no indication in the form of actual deliverables that NSP will cease running over tariff-required timelines to the financial detriment of SunShare and our subscribers. As such, we formally request that the Commission order NSP in an expedited proceeding to provide the relief requested below.

Sincerely,

s/ *Ross Abbey*  
Ross Abbey

SunShare, LLC  
Director, Regulatory & Legal – MN

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

*On Behalf of SunShare, LLC*

**cc: Northern States Power Company  
Department of Commerce  
Office of the Attorney General – Residential Utilities Division**

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

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

PUC Docket No. \_\_\_\_\_

**FORMAL COMPLAINT  
AND PETITION**

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

**I. INTRODUCTION**

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

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

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

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

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

## **PLAN OF DOCUMENT**

I. Introduction

II. Background

III. Parties and Jurisdiction

IV. Request for Relief

V. Requested Process for Resolution of Complaint

VI. Factual Allegations and Complaints

## II. BACKGROUND

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

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

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

As explained more fully below, SunShare submitted project applications on the first day

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

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

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

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

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

Prior to filing this complaint, SunShare attempted to informally resolve these issues directly with NSP, including by sharing a list of our individual complaints as described below in Section VI on July 29, 2015 and sharing a draft of this complaint with NSP on July 27 and August 4, 2015, and by providing NSP a reasonable time to cure. While the Company has been willing to meet with us, NSP has not delivered the relief requested herein as of the drafting date of this complaint (August 24, 2015).

For the record, we do 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 (*i.e.*, relative to the volume

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<sup>3</sup> See paragraph 19 in Section VI, FACTUAL ALLEGATIONS AND COMPLAINTS, *infra*.

of S\*RC engineering studies and utility construction being requested and the real-world constraints on financing under the current federal ITC) and a lack of penalties, incentives, or other regulatory mechanisms to ensure that the utility is aligned with the requirement, under Minnesota state law, that NSP accommodate valid distributed-generation interconnection requests in a timely, routinized manner.<sup>4</sup> Likewise, we believe it is possible for NSP to meet or exceed its tariffed timelines – but only if it takes this responsibility seriously and applies the proper resources to the task.<sup>5</sup>

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<sup>4</sup> *See, e.g.*, NSP Rate Book Section 10, Minn. Rule 7835.4700 (2000).

<sup>5</sup> *See, e.g.*, Minnesota Department of Commerce August 26, 2015 Request for Clarification, 13-867, at 11 (“in light of the slow application processing history to date, Xcel must ensure it dedicates adequate internal personnel and other resources to do so, and that it proceeds to process applications without undue delay”).

### **III. PARTIES AND JURISDICTION**

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

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

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

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



#### **IV. REQUEST FOR RELIEF**

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

1. Find that Northern States Power (“NSP”) has violated, *inter alia*, Section 9 and Section 10 of NSP’s electric tariff book.
2. Order NSP to grant the following relief:
  - a. Deliver all information required in Step 5 of Section 10 of NSP’s electric tariff book for SunShare S\*RC projects that have been in the Step 4 engineering study process for 90 or more business days, including full, correct, actionable, and garden-specific scope of work statements (SOWs) and interconnection agreements;
  - b. Confirm that NSP 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;
  - c. Share full engineering study results, including subcontractor study results, with SunShare upon completion (under a non-disclosure agreement or other protective security measure at NSP’s request);
  - d. Confirm that, because SunShare has not yet received all information required in Step 5 for any of our S\*RC projects, that none are yet in Step 6 (and thus the 30-day go/no-go clock has yet to start running);
  - e. Deliver actionable engineering study SOWs for all SunShare S\*RC applications deemed complete more than 30 days ago or provide a parallel study option for such projects;

- f. Take all steps necessary to ensure full interconnection of each project in Site A through Site F (as defined below in Section VI and listed in Exhibit 1, attached) by February 2016 at the latest, including provision of direct telephonic communication between NSP and SunShare engineers upon SunShare request;
  - g. Take all steps necessary to ensure full interconnection of the remainder of SunShare's deemed-complete S\*RC applications by June 2016 at the latest, including provision of direct telephonic communication between NSP and SunShare engineers upon SunShare request; and
  - h. Deem complete all SunShare S\*RC applications that were fully and correctly submitted more than 30 days ago to the S\*RC program.
3. Implement firm incentives and/or penalties as appropriate to ensure that NSP meets all tariff and S\*RC program requirements within required timelines to ensure better future performance.
  4. Provide ongoing oversight of Section 9, Section 10, and S\*RC rule compliance.
  5. Grant any further relief as the Commission may find appropriate.

## V. REQUESTED PROCESS FOR RESOLUTION OF COMPLAINT

SunShare respectfully requests that the Commission order Northern States Power Company (“NSP”) to grant SunShare relief through an expedited proceeding under Minn. Rules 7829.1200 and 7829.1700-1900 and under the Commission’s inherent authority to enforce its legally established rules and orders, including the Commission-approved NSP electric tariff book.<sup>6</sup>

SunShare acknowledges that there is a 90-day mediation process outlined in Section 10 of NSP’s electric tariff book.<sup>7</sup> However, this process is inappropriate to address NSP’s numerous and ongoing timeline overruns because, as noted elsewhere in this complaint, SunShare has given NSP ample notice of such overruns and time to cure. In addition, NSP’s violations are already putting our S\*RC projects at risk for not being commissioned before the end of 2016; requiring SunShare to wait an additional 90 days before bringing these concerns to the Commission for resolution would result in additional significant financial harm to SunShare and our customers.

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

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

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<sup>6</sup> Minn. Stat. § 216A.05.

<sup>7</sup> NSP Rate Book Section 10, Sheet No. 85.

## **VI. FACTUAL ALLEGATIONS AND COMPLAINTS**

The following factual allegations and complaints are true and correct to the best of SunShare's knowledge as of August 24, 2015.

### **A. Violations 1 – 7 (Site A): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Requested Studies**

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

#### **1. Detailed Timeline and Allegations**

3. On December 12, 2014, SunShare submitted applications for seven (7) S\*RC projects to NSP, as listed in Exhibit 1 under "Site A."
4. On January 23, 2015, NSP deemed these 7 S\*RC applications "complete," signaling that SunShare's application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP's internal engineering queue.<sup>8</sup>
5. On February 3, 2015, NSP thus provided SunShare with scope of work statements ("SOWs") for the required NSP engineering studies for these 7 S\*RC projects, per "Step 2" of NSP's Process for Interconnection.<sup>9</sup>
6. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs. (On the contrary, NSP had already signaled that SunShare's engineering materials were sufficient to advance to the engineering-study step by deeming these 7 S\*RC applications "complete.")
7. On February 6, 2015, SunShare paid the requested SOW fees to NSP via FedEx delivery.
  - a. Under NSP's Section 10 tariff, our February 6 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP "completing the specialized engineering studies" and delivering the results to SunShare.<sup>10</sup>

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<sup>8</sup> NSP Rate Book Section 9, Sheet No. 67.

<sup>9</sup> NSP Rate Book Section 10, Sheet No. 94.

- b. Per NSP’s tariff, we expected NSP’s delivery of complete engineering studies on or before June 16, 2015.
8. On February 19, 2015 (9 business days after SunShare paid the requested SOW fees), NSP requested that SunShare make changes to our engineering drawings for these 7 S\*RC projects.
  - a. Although SunShare believed that this request for more information was untimely under Section 10 (and other relevant NSP rules), we endeavored to respond in good faith as quickly as possible – to avoid any unnecessary delay to NSP’s processing of these S\*RC project applications.
9. On February 20 (the very next day), SunShare requested clarification from NSP regarding its February 19 requests.
10. On March 5 (approximately 9 business days later), NSP provided the requested clarification regarding its February 19 request for drawing changes.
11. On March 18, SunShare submitted revised engineering drawings. These revised drawings were approved by NSP two days later, on March 20.
  - a. All told, Xcel’s untimely request for additional information caused a delay of approximately 19 business days; from February 19 (when NSP first requested the additional information) to March 18 (when SunShare provided the requested information).

## **2. Tariff and Program-Rule Violations**

12. On July 24, 2015 NSP provided SunShare with incomplete engineering studies and an “indicative” cost estimate for interconnecting 5 of the 7 S\*RC projects listed in Exhibit 1.
13. This July 24 delivery date was **117 business days** (approximately 5½ months) after SunShare’s February 6, 2015 payment of the SOW fees required to advance to Step 4 of NSP’s Process for Interconnection, exceeding the allowable 90 business days (*see* Figure 1, below, for an illustration of Site A project timelines).<sup>11</sup>
14. NSP has failed to request additional time to complete these studies or provide a justification for an extension of its 90-day timeline.
  - a. NSP has thus failed to complete the requested interconnection engineering studies for these 5 S\*RC projects within the tariffed 90-day period, resulting in 5 violations of the Section 10 tariff.

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<sup>10</sup> NSP Rate Book Section 10, Sheet No. 95.

<sup>11</sup> NSP Rate Book Section 10, Sheet No. 95.

- b. We believe that NSP can deliver completed interconnection engineering studies much faster than 117 business days.
  - c. Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50 days (*i.e.*, by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).
15. Even allowing for a pause of NSP's 90-day clock for 19 business days to allow SunShare to respond to NSP's untimely request for more information (see paragraphs 8 - 11, above), it took NSP **98 business days** to deliver the requested engineering studies, exceeding the allowable 90 business days.
16. The July 24, 2015 engineering study encompassing 5 of the 7 S\*RC projects that NSP delivered to SunShare was *partial* and *incomplete*, in violation of Section 10, Step 4 (which requires the delivery of *completed* engineering studies within 90 business days).<sup>12</sup>
- a. In order to allow for study completion, NSP offered SunShare the option to pay \$15,000 more and wait another 30 business days to enable NSP to complete its engineering studies and provide a firmer interconnection cost estimate.
  - b. For these 5 S\*RC projects, NSP failed to deliver all information required under Step 5 of NSP's Process for Interconnection, including failure to deliver interconnection agreements for any of the projects.<sup>13</sup>
  - c. Next, SunShare thus requested said agreements. In response, on August 21, 2015 NSP delivered a single interconnection agreement for the entire site upon which the 5 S\*RC projects are located, failing to deliver 4 interconnection agreements for the remaining projects.
  - d. The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.
  - e. NSP also delivered a single, site-wide engineering SOW with its July 24, 2015 engineering studies, not the individual S\*RC-project-specific SOWs that would be required for each S\*RC project's interconnection agreement.
17. The July 24, 2015 study results were also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP's interconnection cost estimate. This necessitated an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.
- a. NSP informed SunShare on August 13, 2015 by email that the estimates NSP had provided SunShare in the July 24, 2015 were +/- 50 percent of actual cost (rather

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<sup>12</sup> NSP Rate Book Section 10, Sheet No. 95.

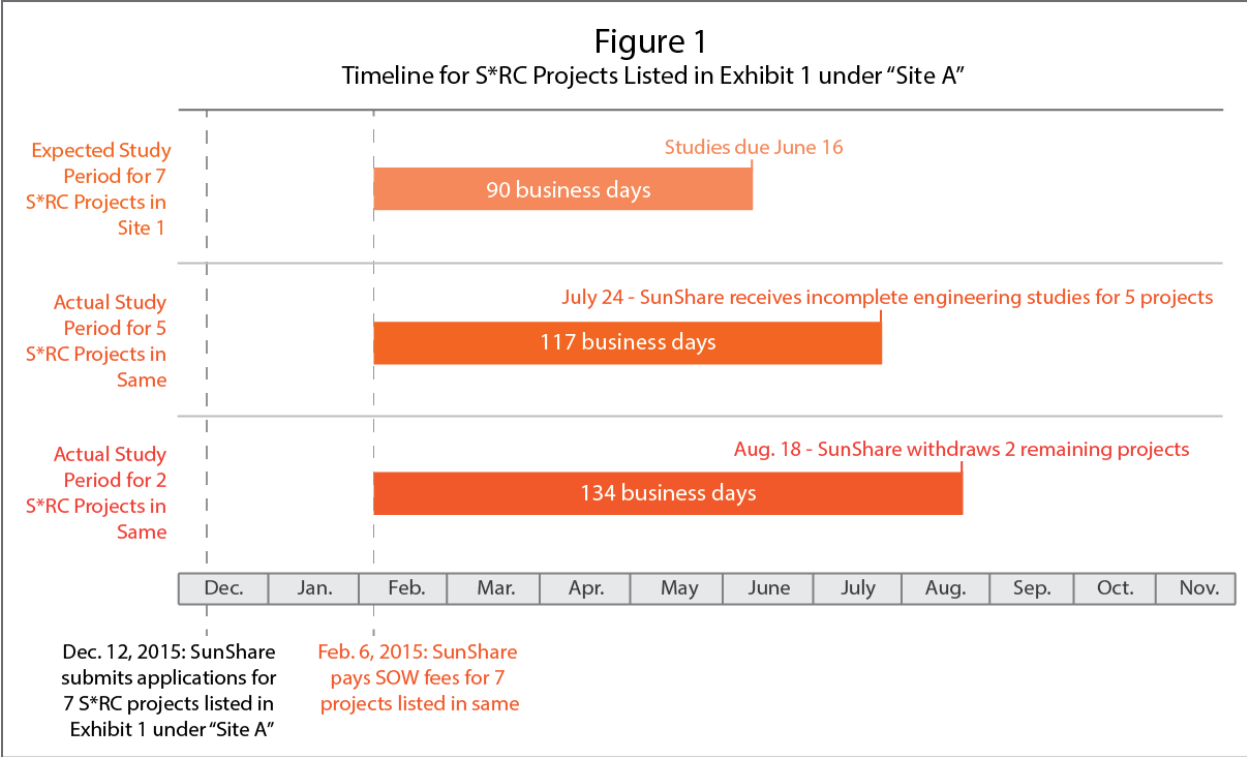
<sup>13</sup> NSP Rate Book Section 10, Sheet No. 96.

than +/- 20 percent as had originally been stated), greatly increasing SunShare's project cost uncertainty.

18. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.*, errors, material omissions, or unreasonably ambiguous statements) that the developer's engineer may identify with the study results and related delivered materials.
19. On August 13, 2015, NSP notified SunShare by email that the utility estimates a 12 – 15 month construction timeline for basic, non-material substation upgrades for these 5 projects. That timeline would put these S\*RC projects (and presumably all later S\*RC projects) at risk for not being completed before the expiration of the current ITC.
20. SunShare requested that NSP withdraw 2 of the S\*RC projects on August 18, 2015. At that time, NSP had still not delivered interconnection engineering studies for the 2 S\*RC projects – despite the passage of **134 business days** since SunShare paid the required SOW fees to NSP on February 6, 2015.
21. NSP failed to request additional time to complete these 2 studies or provide a justification for an extension of its 90-day timeline.
  - a. NSP thus failed to complete the requested interconnection engineering studies for these 2 S\*RC projects within the tariffed 90-day period, resulting in 2 violations of the Section 10 tariff.<sup>14</sup>

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<sup>14</sup> See NSP Rate Book Section 10, Sheet No. 94.



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

22. As a result of NSP’s above-listed violations, NSP has:

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



#### **4. Requested Relief**

23. We request that NSP:

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

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

**B. Violations 8 – 10 (Site B): Late Delivery of Incomplete Engineering Studies; Failure to Deliver Requested Studies**

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

**1. Detailed Timeline and Allegations**

27. On December 12, 2014, SunShare submitted applications for three (3) S\*RC projects to NSP, as listed under “Site B” in Exhibit 1.
28. On January 23, 2015, NSP deemed these S\*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.<sup>15</sup>
29. On February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these 3 S\*RC projects, per “Step 2” of NSP’s Process for Interconnection.<sup>16</sup>
30. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs. (On the contrary, NSP had already signaled that SunShare’s engineering materials were sufficient to advance to the engineering-study step by deeming these 3 S\*RC applications “complete.”)
31. On February 25, 2015, SunShare paid the requested SOW fees for these 3 S\*RC projects to NSP via FedEx delivery.
- a. Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP “completing the specialized engineering studies” and delivering the results to SunShare.<sup>17</sup>

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<sup>15</sup> NSP Rate Book Section 9, Sheet No. 67.

<sup>16</sup> NSP Rate Book Section 10, Sheet No. 94.

<sup>17</sup> NSP Rate Book Section 10, Sheet No. 95.

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

## **2. Tariff and Program-Rule Violations**

34. On August 11, 2015 NSP provided SunShare with incomplete engineering studies and “indicative” cost estimates for the 3 S\*RC projects listed under “Site B” in Exhibit 1.
35. This August 11, 2015 delivery date was **117 business days** (approximately 5½ months) after SunShare’s February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP’s Process for Interconnection, exceeding the allowable 90 business days.<sup>18</sup>
36. NSP failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.
- a. NSP thus failed to complete the requested interconnection engineering studies for these 3 S\*RC projects within the tariffed 90-day period, resulting in 3 violations of the Section 10 tariff.
  - b. We believe that NSP can deliver completed interconnection engineering studies much faster than 117 business days.
  - c. Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50 days (*i.e.*, by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).

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<sup>18</sup> NSP Rate Book Section 10, Sheet No. 95.

37. The engineering study encompassing the 3 S\*RC projects that NSP delivered to SunShare appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).<sup>19</sup>
- a. For these 3 S\*RC projects, NSP failed to deliver all information required under Step 5 of NSP's Process for Interconnection.<sup>20</sup> For example, NSP delivered a single interconnection agreement for these 3 S\*RC projects, failing to deliver 2 interconnection agreements for the remaining projects.
  - b. The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.
  - c. NSP also delivered a single site-wide SOW with its August 11, 2015 engineering studies, not the individual S\*RC-project-specific SOWs that would be required for each S\*RC project's interconnection agreement.
38. The August 11, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP's interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.
39. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer's engineer may identify with the study results and related delivered materials.

### **3. Resulting Harm to SunShare and Our Subscribers**

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

### **4. Requested Relief**

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<sup>19</sup> NSP Rate Book Section 10, Sheet No. 95.

<sup>20</sup> NSP Rate Book Section 10, Sheet No. 96.

41. We request that NSP:

- a. deliver completed study results for the 3 S\*RC applications within the next 10 business days, including full and correct interconnection agreements and project-specific SOWs for interconnection upgrade costs, so that SunShare may promptly make an informed “go/no-go” decision on paying the estimated interconnection fees;
- b. confirm that, because NSP has not yet delivered the required Section 10, Step 5 materials to SunShare, none of the 3 S\*RC projects have yet advanced to Step 6, and thus the 30-day go/no-go clock has not begun to run; and
- c. take all steps necessary to ensure full interconnection of each of these S\*RC projects by February 2016 at the latest.

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

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

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

**1. Detailed Timeline and Allegations**

45. On December 12, 2014, SunShare submitted applications for seven (7) S\*RC projects to NSP, as listed in Exhibit 1 under “Site C.”
46. On January 23, 2015, NSP deemed these S\*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.<sup>21</sup>
47. On February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these 7 S\*RC projects, per “Step 2” of NSP’s Process for Interconnection.<sup>22</sup>
48. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs. (On the contrary, NSP had already signaled that SunShare’s engineering materials were sufficient to advance to the engineering-study step by deeming these 7 S\*RC applications “complete.”)
49. On February 25, 2015, SunShare paid the requested SOW fees for these 7 S\*RC projects to NSP via FedEx delivery.

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<sup>21</sup> NSP Rate Book Section 9, Sheet No. 67.

<sup>22</sup> NSP Rate Book Section 10, Sheet No. 94.

- a. Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP “completing the specialized engineering studies” and delivering the results to SunShare.<sup>23</sup>
  - b. Per NSP’s tariff, we thus expected NSP’s delivery of complete engineering studies on or before July 2, 2015.
50. Also on or about February 25, 2015, SunShare asked NSP via email if they required any additional engineering information to begin the requested interconnection engineering studies for these S\*RC projects.
- a. NSP did not, at that time (or at any later time), reply with a formal request for additional engineering information as necessary to allow their studies to proceed on these S\*RC projects.
  - b. SunShare was thus under the reasonable impression that NSP had all the information it required to conduct its engineering studies (per Step 4 of the Section 10 tariff, at Sheet No. 95).
51. On April 14, 2015, the NSP engineer informed SunShare (for the first time) that he was “still waiting” for additional engineering information for the 7 S\*RC applications listed in Exhibit 1 under “Site C.”
- a. Once notified, we promptly submitted the newly requested additional engineering information the next day, on April 15, 2015.

## **2. Tariff and Program-Rule Violations**

52. On August 11, 2015 NSP provided SunShare with incomplete engineering studies and “indicative” cost estimates for 3 of the 7 S\*RC projects listed under “Site C” in Exhibit 1.
53. This August 11, 2015 delivery date was **117 business days** (approximately 5½ months) after SunShare’s February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP’s Process for Interconnection, exceeding the allowable 90 business days.<sup>24</sup>
54. NSP failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.
- a. NSP thus failed to complete the requested interconnection engineering studies for these 3 S\*RC projects within the tariffed 90-day period, resulting in 3 violations of the Section 10 tariff.

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<sup>23</sup> NSP Rate Book Section 10, Sheet No. 95.

<sup>24</sup> NSP Rate Book Section 10, Sheet No. 95.

- b. We believe that NSP can deliver completed interconnection engineering studies much faster than 117 business days.
  - c. Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50
  - d. days (*i.e.*, by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).
55. The engineering study encompassing 3 of the 7 S\*RC projects that NSP delivered to SunShare appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).<sup>25</sup>
- a. For these 3 S\*RC projects, NSP failed to deliver all information required under Step 5 of NSP’s Process for Interconnection.<sup>26</sup> For example, NSP delivered a single interconnection agreement for these 3 S\*RC projects, failing to deliver 2 interconnection agreements for the remaining projects.
  - b. The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.
  - c. NSP also delivered a single site-wide SOW with its August 11, 2015 engineering studies, not the individual S\*RC-project-specific SOWs that would be required for each S\*RC project’s interconnection agreement.
56. The August 11, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP’s interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.
57. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer’s engineer may identify with the study results and related delivered materials.
58. To date (through August 24, 2015), NSP has still not delivered interconnection engineering studies for 2 of these 7 S\*RC projects– despite the passage of **126 business days** (approximately 6 months) since SunShare paid the required SOW fees to NSP on February 25, 2015.
59. NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.

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<sup>25</sup> NSP Rate Book Section 10, Sheet No. 95.

<sup>26</sup> NSP Rate Book Section 10, Sheet No. 96.



- a. NSP has thus failed to complete the requested interconnection engineering studies for these 2 S\*RC projects within the tariffed 90-day period, resulting in 2 continuous and ongoing violations of the Section 10 tariff.<sup>27</sup>
60. SunShare requested that NSP withdraw 2 of the S\*RC projects on August 18, 2015. At that time, NSP had still not delivered interconnection engineering studies for the 2 S\*RC projects – despite the passage of **122 business days** since SunShare paid the required SOW fees to NSP on February 25, 2015.
61. NSP failed to request additional time to complete these two studies or provide a justification for an extension of its 90-day timeline.
- a. NSP thus failed to complete the requested interconnection engineering studies for these 2 S\*RC projects within the tariffed 90-day period, resulting in 2 violations of the Section 10 tariff.<sup>28</sup>

### **3. Resulting Harm to SunShare and Our Subscribers**

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

### **4. Requested Relief**

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

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<sup>27</sup> See NSP Rate Book Section 10, Sheet No. 94.

<sup>28</sup> See NSP Rate Book Section 10, Sheet No. 94.

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

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

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

**1. Detailed Timeline and Allegations**

67. On December 12, 2014, SunShare submitted applications for four (4) S\*RC projects to NSP, as listed in Exhibit 1 under “Site D.”
68. On January 23, 2015, NSP deemed these S\*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.<sup>29</sup>
69. On February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these 4 S\*RC projects, per “Step 2” of NSP’s Process for Interconnection.<sup>30</sup>
70. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs. (On the contrary, NSP had already signaled that SunShare’s engineering materials were sufficient to advance to the engineering-study step by deeming these 4 S\*RC applications “complete.”)
71. On February 25, 2015, SunShare paid the requested SOW fees for these 4 S\*RC projects to NSP via FedEx delivery.
- a. Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP “completing the specialized engineering studies” and delivering the results to SunShare.<sup>31</sup>

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<sup>29</sup> NSP Rate Book Section 9, Sheet No. 67.

<sup>30</sup> NSP Rate Book Section 10, Sheet No. 94.

<sup>31</sup> NSP Rate Book Section 10, Sheet No. 95.

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

## **2. Tariff and Program-Rule Violations**

74. On August 11, 2015 NSP provided SunShare with incomplete engineering studies and “indicative” cost estimates for the 4 S\*RC projects listed under “Site D” in Exhibit 1.
75. This August 11, 2015 delivery date was **117 business days** (approximately 5½ months) after SunShare’s February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP’s Process for Interconnection, exceeding the allowable 90 business days.<sup>32</sup>
76. NSP failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.
- a. NSP thus failed to complete the requested interconnection engineering studies for these 4 S\*RC projects within the tariffed 90-day period, resulting in 4 violations of the Section 10 tariff.
  - b. We believe that NSP can deliver completed interconnection engineering studies much faster than 117 business days.
  - c. Indeed, NSP recently represented to the Commission that it can study and deliver 5-MW scale interconnection agreements within 50 days (*i.e.*, by agreeing to the partial settlement that NSP presented to the Commission in late June, 2015).

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<sup>32</sup> NSP Rate Book Section 10, Sheet No. 95.

77. The engineering study encompassing the four projects that NSP delivered to SunShare appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).<sup>33</sup>
- a. For these 4 S\*RC projects, NSP failed to deliver all information required under Step 5 of NSP’s Process for Interconnection.<sup>34</sup> For example, NSP delivered a single interconnection agreement for these 4 S\*RC projects, failing to deliver 3 interconnection agreements for the remaining projects.
  - b. The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.
  - c. NSP also delivered a single site-wide SOW with its August 11, 2015 engineering studies, not the individual S\*RC-project-specific SOWs that would be required for each S\*RC project’s interconnection agreement.
78. The August 11, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP’s interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.
79. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer’s engineer may identify with the study results and related delivered materials.

### **3. Resulting Harm to SunShare and Our Subscribers**

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

### **4. Requested Relief**

81. We request that NSP:

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<sup>33</sup> NSP Rate Book Section 10, Sheet No. 95.

<sup>34</sup> NSP Rate Book Section 10, Sheet No. 96.

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

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

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

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

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

**2. Detailed Timeline and Allegations**

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

86. On January 23, 2015, NSP deemed these S\*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) were sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.<sup>35</sup>

87. On February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these 8 S\*RC projects, per “Step 2” of NSP’s Process for Interconnection.<sup>36</sup>

88. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs. (On the contrary, NSP had already signaled that SunShare’s engineering materials were sufficient to advance to the engineering-study step by deeming these 8 S\*RC applications “complete.”)

89. On February 25, 2015, SunShare paid the requested SOW fees for these 8 S\*RC projects to NSP via FedEx delivery.

- a. Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP

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<sup>35</sup> NSP Rate Book Section 9, Sheet No. 67.

<sup>36</sup> NSP Rate Book Section 10, Sheet No. 94.

“completing the specialized engineering studies” and delivering the results to SunShare.<sup>37</sup>

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

### **3. Tariff and Program-Rule Violations**

92. On August 21, 2015 NSP provided SunShare with incomplete engineering studies and an “indicative” cost estimate for interconnecting 5 of the 8 S\*RC projects listed in Exhibit 1 under “Site E.”
93. This August 21, 2015 delivery date was **125 business days** (approximately 6 months) after SunShare’s February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP’s Process for Interconnection.<sup>38</sup>
94. NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.
- a. NSP has thus failed to complete the requested interconnection engineering studies for these 5 S\*RC projects within the tariffed 90-day period, resulting in 5 violations of the Section 10 tariff.

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<sup>37</sup> NSP Rate Book Section 10, Sheet No. 95.

<sup>38</sup> NSP Rate Book Section 10, Sheet No. 95.



95. In addition, the engineering study encompassing 5 of the 8 S\*RC projects that NSP delivered to SunShare appears to be *partial* and *incomplete*, in violation of Section 10 (which requires the delivery of *completed* engineering studies within 90 business days).<sup>39</sup>
- a. For these 5 S\*RC projects, NSP failed to deliver all information required under Step 5 of NSP’s Process for Interconnection.<sup>40</sup> For example, NSP delivered a single interconnection agreement for the entire study site, failing to deliver 4 interconnection agreements for the remaining projects.
  - b. The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.
  - c. NSP also delivered a single site-wide SOW with its August 21, 2015 engineering studies, not the individual S\*RC-project-specific SOWs that would be required for each S\*RC project’s interconnection agreement.
96. The August 21, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP’s interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.
97. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer’s engineer may identify with the study results and related delivered materials.
98. To date (through August 24, 2015), NSP has still not delivered interconnection engineering studies for 3 of the 8 S\*RC projects listed under “Site E” in Exhibit 1 – despite the passage of **126 business days** (approximately 6 months) since SunShare paid the required SOW fees to NSP on February 25, 2015.
99. NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.
- a. NSP has thus failed to complete the requested interconnection engineering studies for these 3 S\*RC projects within the tariffed 90 day period, resulting in 3 continuous and ongoing violations of the Section 10 tariff.<sup>41</sup>

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

100. As a result of NSP’s above-listed violations, NSP has:

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<sup>39</sup> NSP Rate Book Section 10, Sheet No. 95.

<sup>40</sup> NSP Rate Book Section 10, Sheet No. 96.

<sup>41</sup> See NSP Rate Book Section 10, Sheet No. 94.

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

## **5. Requested Relief**

101. We request that NSP:

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

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

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

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

**1. Detailed Timeline and Allegations**

105. On December 12, 2014, SunShare submitted applications for eight (8) S\*RC projects to NSP, as listed in Exhibit 1 under “Site F.”
106. On January 23, 2015, NSP deemed these S\*RC applications “complete,” signaling that SunShare’s application materials (including initial engineering information) was sufficient to advance the respective interconnection applications to NSP’s internal engineering queue.<sup>42</sup>
107. On February 3, 2015, NSP provided SunShare with scope of work statements (“SOWs”) for the required NSP engineering studies for these 8 S\*RC projects, per “Step 2” of NSP’s Process for Interconnection.<sup>43</sup>
108. NSP did not request any additional information to allow completion of its engineering studies prior to or simultaneous with its delivery of the above-mentioned SOWs. (On the contrary, NSP had already signaled that SunShare’s engineering materials were sufficient to advance to the engineering-study step by deeming these 8 S\*RC applications “complete.”)
109. On February 25, 2015, SunShare paid the requested SOW fees for these 8 S\*RC projects to NSP via FedEx delivery.
- a. Under NSP’s Section 10 tariff, our February 25 payment of these SOW fees started the 90-working-day (approximately 4¼-month) clock for NSP

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<sup>42</sup> NSP Rate Book Section 9, Sheet No. 67.

<sup>43</sup> NSP Rate Book Section 10, Sheet No. 94.

“completing the specialized engineering studies” and delivering the results to SunShare.<sup>44</sup>

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

## **2. Tariff and Program-Rule Violations**

112. On August 21, 2015 NSP provided SunShare with incomplete engineering studies and an “indicative” cost estimate for interconnecting 3 of the 8 S\*RC projects listed under “Site F” in Exhibit 1.
113. This August 21, 2015 delivery date was **125 business days** (approximately 6 months) after SunShare’s February 25, 2015 payment of the SOW fees required to advance to Step 4 of NSP’s Process for Interconnection.<sup>45</sup>
114. NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.
- a. NSP has thus failed to complete the requested interconnection engineering studies for these 3 S\*RC projects within the tariffed 90-day period, resulting in 3 violations of the Section 10 tariff.
115. In addition, the engineering study encompassing 3 of the 8 S\*RC projects that NSP delivered to SunShare appears to be *partial* and *incomplete*, in violation of Section

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<sup>44</sup> NSP Rate Book Section 10, Sheet No. 95.

<sup>45</sup> NSP Rate Book Section 10, Sheet No. 95.

10 (which requires the delivery of *completed* engineering studies within 90 business days).<sup>46</sup>

- a. For these 3 S\*RC projects, NSP failed to deliver all information required under Step 5 of NSP’s Process for Interconnection.<sup>47</sup> For example, NSP delivered a single interconnection agreement for the entire study site, failing to deliver 2 interconnection agreements for the remaining projects.
  - b. The interconnection agreement NSP delivered is incomplete, and also not executable by SunShare, because it lists an incorrect developer name.
  - c. NSP also delivered a single site-wide SOW with its August 21, 2015 engineering studies, not the individual S\*RC-project-specific SOWs that would be required for each S\*RC project’s interconnection agreement.
116. The August 21, 2015 study results are also incomplete because they lack the basic supporting information necessary to allow SunShare to evaluate the merits of NSP’s interconnection cost estimate. At the very least, this will necessitate an additional round of questions by SunShare to NSP, further lengthening the interconnection timeline for these projects.
117. Unfortunately, by delivering these study results on or after the 90th business day, NSP did not leave itself any time to cure any deficiencies (*i.e.* errors, material omissions, or unreasonably ambiguous statements) that the developer’s engineer may identify with the study results and related delivered materials.
118. To date (through August 24, 2015), NSP has still not delivered interconnection engineering studies for 5 of the 8 S\*RC projects listed under “Site F” in Exhibit 1 – despite the passage of **126 business days** (approximately 6 months) since SunShare paid the required SOW fees to NSP on February 25, 2015.
119. NSP has failed to request additional time to complete these studies or provide a justification for failing to provide the study reports to SunShare.
- a. NSP has thus failed to complete the requested interconnection engineering studies for these 5 S\*RC projects within the tariffed 90-day period, resulting in 5 continuous and ongoing violations of the Section 10 tariff.<sup>48</sup>

### **3. Resulting Harm to SunShare and Our Subscribers**

120. As a result of NSP’s above-listed violations, NSP has:

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<sup>46</sup> NSP Rate Book Section 10, Sheet No. 95.

<sup>47</sup> NSP Rate Book Section 10, Sheet No. 96.

<sup>48</sup> See NSP Rate Book Section 10, Sheet No. 94.

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

#### **4. Requested Relief**

121. We request that NSP:

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

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

**G. Violations 38 – 71: Delayed Processing of 34 Additional S\*RC Projects due to NSP Violations, Failures and/or Omissions**

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

**1. Detailed Timeline and Allegations**

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

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

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

126. Under the applicable tariffs and rules, NSP must provide an engineering study scope of work (or “SOW”) within 30 days of deeming a S\*RC application to be complete.<sup>49</sup>

127. To date (through August 24, 2015), NSP has failed to provide an actionable scope-of-work statement for these 34 S\*RC projects – despite the passage of **148 business days** (approximately 7 months) since NSP made a “deemed complete” determination on these 34 S\*RC projects on January 23, 2015, far in excess of the 30 days allowed under program rules (*see* Figure 2, below, for an illustration of project timelines).

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

128. This failure to deliver actionable SOW statements has resulted in 34 continuous and ongoing violations of the Section 10 tariff.<sup>50</sup> That is despite continued good-faith verbal and written requests from SunShare asking for the SOWs, or at least a firm delivery date.

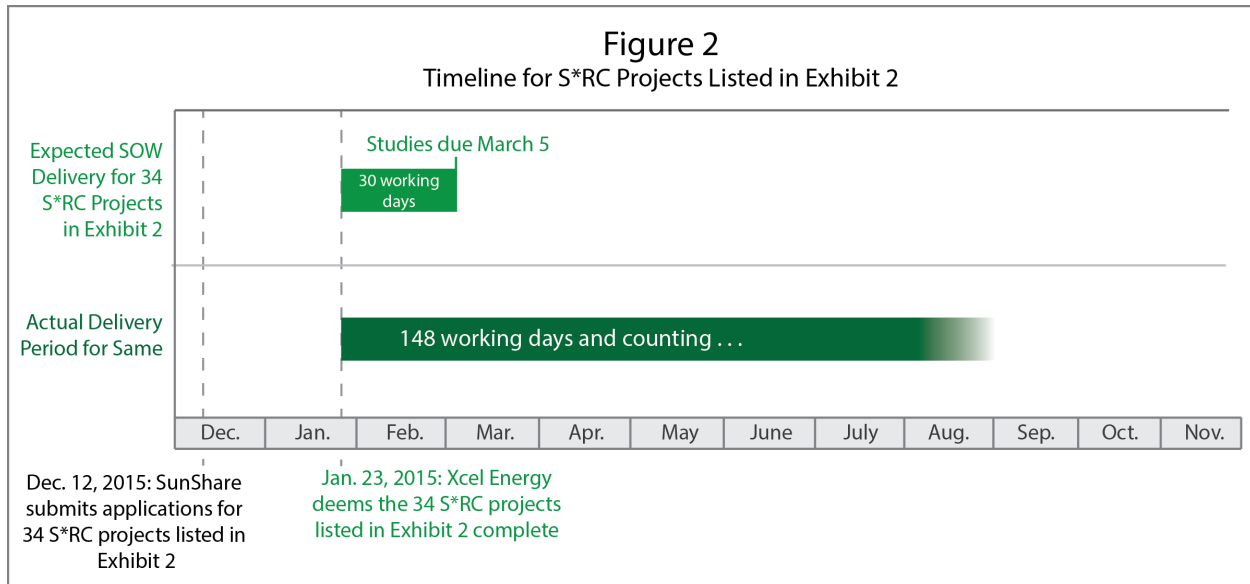
a. Due to NSP’s failure, we have been unable to pay NSP to move forward with the interconnection studies that NSP must perform before allowing SunShare to enter an interconnection agreement for any of these 34 S\*RC projects.

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<sup>49</sup> NSP Rate Book Section 9, Sheet No. 67.

<sup>50</sup> *See* NSP Rate Book Section 10, Sheet No. 94.

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



### **3. Resulting Harm to SunShare and Our Subscribers**

130. As a result of NSP’s above-listed violations, NSP has:

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

### **4. Requested Relief**

131. We request that NSP:

- a. deliver actionable, non-erroneous scope of work statements to SunShare within 10 business days for these 34 S\*RC applications;
- b. if standard SOWs cannot be provided within 10 business days, please provide SunShare SOWs for a “parallel study” option (at SunShare’s cost and risk) to allow us to begin engineering studies for these 34 S\*RC projects to before the first-positioned interconnection applicant has signed an interconnection application;



- c. notify SunShare, within the next 3 business days, as to the date certain by which we can expect the requested SOWs (so that we can make prompt payment); and
  - d. take all steps necessary to ensure full interconnection of each of these S\*RC projects by June 2016 at the latest.
132. In addition, SunShare requests ongoing oversight of Section 10 and S\*RC rule compliance by the Commission and the Department of Commerce.

## **H. Violations 72–103: Failure to Properly Review Applications for “Completeness” within Allowed 30 Days**

133. NSP has also violated its Section 10 tariff and relevant S\*RC business rules by failing to timely designate 31 S\*RC applications as “deemed complete” within the 30 days allowed by program rules. (*See* Exhibit 3, attached, for affected S\*RC project numbers.)
134. More specifically, NSP has:
- a. failed to properly record SunShare’s payment of a required fee for these 31 projects in a timely manner; and
  - b. made an untimely request for additional engineering information, leading to an ongoing delay in the “deemed complete” determination for these 31 applications.

### **1. Detailed Timeline and Allegations**

135. On June 3, 2015 through June 11, 2015, SunShare submitted the final required elements for 31 complete S\*RC applications (including all required materials, fees, and deposits), as listed in Exhibit 3 (under “Site K” through “Site P”).
- a. Under the relevant S\*RC program tariff and/or related rules, NSP is allotted 30 days from receipt of these fees (and other required application materials) to either: (a) request additional information from the applicant; or (b) deem the application “complete” and thus ready for substantive NSP engineering analysis.<sup>51</sup>
136. On July 6, 2015, in response to SunShare’s request for a status update, NSP notified SunShare that NSP did not have record of receiving a required fee for these 31 applications – and had thus taken no action to evaluate the suitability of our materials for these 31 applications.
137. On July 7, 2015, NSP corrected its position from the day before – confirming that NSP had merely failed to record SunShare’s timely payment of the required fees.

### **2. Tariff and Program-Rule Violations**

138. On July 16, 2015, NSP requested more information regarding the engineering drawings for all 31 of the SunShare S\*RC applications listed in Exhibit 4.
- a. This request came after the expiration of the 30-day clock for NSP to request more information for these 31 S\*RC applications.

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<sup>51</sup> NSP Rate Book Section 9, Sheet No. 67.

- b. By failing to request this information earlier, during the relevant 30-day window, NSP violated of the S\*RC program tariff and/or rules.
  - c. Despite its untimely request for information in violation of the S\*RC tariff and/or rules, NSP may (it is unclear) plan to thereby re-start its 30 day “application completeness” review clock for these 31 S\*RC applications.
139. Of additional concern, NSP’s July 16 requests for more information sought new engineering information not previously disclosed to SunShare as being “required.”
- a. NSP admitted these new requirements were imposed without prior notice.
  - b. Portions of NSP’s request for more engineering information were also vague and unclear. Unfortunately, NSP declined SunShare’s good-faith request for written specifications or guidance as regarding how to satisfy the new required elements.
  - c. NSP’s request also called for SunShare to provide information that is dependent on NSP engineering requirements that NSP has not yet shared with us.

### **3. Resulting Harm to SunShare and Our Subscribers**

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

### **4. Requested Relief**

142. We request that NSP:
- a. deem each of these 31 S\*RC applications complete;
  - b. provide SunShare with actionable SOWs within 5 business days, so that we may pay for NSP’s substantive engineering review to begin; and

- c. avoid any further delay in assigning these 31 S\*RC applications to a substation queue.
143. In addition, SunShare requests ongoing oversight of Section 10 and S\*RC rule compliance by the Commission and the Department of Commerce.

Very truly yours,

/s/  
Ross Abbey

SunShare, LLC  
Director, Regulatory and Legal - MN

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*On behalf of SunShare, LLC*

**EXHIBIT 1**

[TRADE SECRET DATA BEGINS]

[TRADE SECRET DATA ENDS]

**EXHIBIT 2**

[TRADE SECRET DATA BEGINS]

[TRADE SECRET DATA ENDS]

**EXHIBIT 3**

[TRADE SECRET DATA BEGINS]

[TRADE SECRET DATA ENDS]

CERTIFICATE OF SERVICE

I, Ross Abbey, hereby certify that on August 27, 2015, I served copies of the preceding document on Northern States Power Company, the Minnesota Department of Commerce, the Minnesota Office of the Attorney General – Residential Utilities Division by electronic filing, certified mail, or by depositing a true and correct copy thereof properly enveloped with postage paid in the United States Mail at Minneapolis, Minnesota.

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

Certified this 27<sup>th</sup> day of August, 2015

s/ *Ross Abbey*  
Ross Abbey

SunShare, LLC  
Director, Regulatory & Legal – MN

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*On Behalf of SunShare, LLC*