



414 Nicollet Mall
Minneapolis, MN 55401

November 26, 2024

—Via Electronic Filing—

Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 7th Place East, Suite 350
St. Paul, MN 55101

RE: REPLY COMMENTS
IN THE MATTER OF IMPLEMENTATION OF 2023 LEGISLATIVE CHANGES TO
XCEL ENERGY'S COMMUNITY SOLAR GARDEN PROGRAM
DOCKET NO. E002/CI-23-335

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits these Reply Comments in response to Initial Comments filed on November 12, 2024 regarding the tariffed Standard Contract for the Low- and Moderate- Income Accessible Community Solar Garden Program.

We have electronically filed this document with the Minnesota Public Utilities Commission, and copies have been served on the parties on the attached service list. Please contact Kristen Ruud at 612-216-7979 or Kristen.S.Ruud@xcelenergy.com if you have any questions regarding this filing.

Sincerely,

/s/

JESSICA PETERSON
MANAGER, PRODUCT POLICY

Enclosure
cc: Service List

STATE OF MINNESOTA
BEFORE THE
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Hwikwon Ham	Commissioner
Valerie Means	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

IN THE MATTER OF IMPLEMENTATION
OF 2023 LEGISLATIVE CHANGES TO
XCEL ENERGY’S COMMUNITY SOLAR
GARDEN PROGRAM

DOCKET NO. E002/CI-23-335

COMMENTS

INTRODUCTION

Northern States Power Company, doing business as Xcel Energy, submits these Reply Comments in response to Initial Comments filed on November 12, 2024 regarding the tariffed Standard Contract for the Low- and Moderate- Income (LMI) Accessible Community Solar Garden (CSG) Program (LMI Standard Contract).

In our Initial Comments, the Company requested approval of the agreed-upon changes to the LMI Standard Contract¹ and provided further detail regarding the non-consensus items, including relationship between the tariff and contract, bill credit rate definitions, the addition of battery storage, and the use of term “nameplate capacity” which appears across the LMI Standard Contract.

The Company appreciates parties’ continued engagement in these issues through Initial Comments, submitted by the Department of Commerce (Department) and Nokomis Energy and Cooperative Energy Futures (Interested Stakeholders), and further stakeholder discussions. After Initial Comments were submitted, the Company hosted a meeting with stakeholders on November 15, 2024 to address two specific non-consensus items – the term “nameplate capacity” and the definition of Battery Energy Storage System (BESS). To provide parties full transparency and opportunity to respond in Reply Comments, on November 20, 2024 the Company sent out further communication to stakeholders via email outlining our current position and proposed language on these two non-consensus items. This communication is included as

¹ Xcel Energy Initial Comments, page 3.

Attachment A. In the remainder of this Reply, the Company addresses the non-consensus items including our revised positions. We do not address the consensus items as parties seem to have come to agreement around these items.²

I. RELATIONSHIP BETWEEN LMI TARIFF AND LMI STANDARD CONTRACT

The Company agrees with the Department's position that the Commission should reject proposed edits to the LMI Standard Contract that would "purport to make the contract a free-standing agreement independent of the tariff."³ We agree that the LMI CSG program is a regulated service offering that is codified in our electric rate book and that the contract itself should be included in and align with the tariff. We believe the Interested Stakeholders' proposal to have the LMI Standard Contract a standalone document should be rejected as it does not comport with the utility laws identified in the Department's Comments.^{4,5}

In arguing in favor of their proposed revisions to not have the contract be part of the tariff, the Interested Stakeholders stated that the LMI CSG program is overseen by the Department. This argument ignores the role of the Company in the LMI CSG program as detailed in the terms and conditions within the tariff itself. Further, the Department supports having the tariff included in the contract.

Additionally, it is less likely that disputes would arise over the meaning or intent of the contract or the general tariff language when these items are related and consistent. In the event of any conflict between the terms of the LMI Standard Contract and the Company's electric tariff, the tariff provisions should control. As noted by the Department, if a conflicting issue arises in the future the Commission can address this at that time.⁶

We continue to oppose the proposed redline modifications below:

A copy of the presently filed LMI Accessible Community Solar Garden Program associated tariff of the Company's rate book is attached to this contract. The rates for sales and purchases of Subscribed Energy shall be ~~changed~~ updated annually ~~or otherwise~~ as provided by Minn. Stat.

² Department's Initial Comments, page 1. Interested Stakeholders' Initial Comments, pages 2-3.

³ Department's Initial Comments, page 6-7.

⁴ Interested Stakeholders' Initial Comments, page 4.

⁵ Department's Initial Comments, page 7-8.

⁶ *Id.*

216B.1641, Subd. 8(b) and by order of the Commission. The Subscriber Organization shall comply with all of the rules stated in the Company's applicable electric tariff related to the LMI Accessible Community Solar Garden Program and the tariffed version of this Contract, as the same may be revised from time to time, or as otherwise allowed by an amendment to this Contract approved, or deemed approved, by the Commission. ~~In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.~~⁷

"Community Solar Garden" or "LMI Accessible Community Solar Garden" program unless context indicates otherwise means the same as "Community solar garden" as defined in Minn. Stat. § 216B.1641, Subd 2(c), and the term "associated tariff" shall mean the Company tariff associated with that program unless if context indicates otherwise. ~~This Contract is part of the associated tariff.~~ The associated tariff is part of the electric tariff of the Company.⁸

II. BILL CREDIT RATE

In the Company's September 26, 2024 letter, we noted a non-consensus item as shown below. The Company continues to oppose these changes.

Page 1 - "Bill Credit Rate" shall mean the then current applicable Average Retail Rate as found in the Company's rate book applicable to the LMI Accessible Community Solar Garden Program, which is consistent with Minn. Stat. §216B.1641 Subd. 8. The Average Retail Rate includes compensation for all energy, capacity and RECs associated with Subscribed Energy. Accordingly, Average Retail Rate will change over ~~time the term of this Contract~~ and the Bill Credit Rate will be based on the then current Bill Credit as provided for in ~~the associated tariff for the LMI Accessible Community Solar Garden program Minn. Stat. §216B.1641 Subd. 8. Once a bill credit applies, that Bill Credit applies for the term of the Contract.~~⁶

Both the Department and Company in Initial Comments stated their opposition to these suggested edits to the definition of Bill Credit Rate. Interested Stakeholders in

⁷ Original Sheet No. 99.32, par. 1.B.

⁸ Original Sheet No. 99.28.

their Initial Comments did not support these changes either. Instead, they proposed a new last sentence to that part of the contract to read: “Upon execution of the Contract, the methodology used to calculate the Average Retail Rate should not change for the term of the Contract.”

We do not recommend the Commission accept this change. First, the new additional proposed wording from the Interested Stakeholders would create a fundamentally new provision that is not found in the remainder of the LMI CSG tariff. As noted above, it is important to have consistency between the LMI CSG tariff and the tariffed LMI CSG contract. Second, similar to the Legacy CSG program, the Commission should retain control of any future changes impacting the Bill Credit Rate. Finally, definition of the Bill Credit Rate in the current LMI Standard Contract matches the Bill Credit Rate definition on tariff sheet 9-99.01 for the LMI CSG program, and therefore the corresponding language in the tariffed contract should not be changed.

III. DEFINITION OF BATTERY ENERGY STORAGE SYSTEM

As a result of the November 15, 2024 stakeholder discussion and follow-up communication with Nokomis Energy on November 18, and as reflected in Attachment A, the Company agrees to include a specific BESS definition in the LMI Standard Contract. This is also supportive of the parties’ Initial Comments, where they suggested adding a definition for BESS. We further recommend that the LMI CSG program tariff be adjusted to match these changes.

As detailed in Attachment A, we propose to add the following definition of BESS to the LMI Standard Contract (tariff sheet 9-99.28) and to the LMI CSG tariff (tariff sheet 9-99.01):

“Battery Energy Storage System” or “BESS” shall mean a commercially available technology that uses chemical processes to store energy generated solely from the Community Solar Garden and deliver the stored energy for sale or use at a later time. The parties agree the stored energy in the BESS may not include utility system energy.

The definition we propose is clear that the BESS cannot be charged with system energy and that system energy cannot be sold back to Xcel Energy with CSG Bill Credit Rates that also include compensation for RECs. If system energy could be used to charge the BESS, and this energy in turn was later sold to the Company as CSG energy, then RECs could not be included even though the compensation would be

based on RECs being provided. We also agree on adding BESS to the definition of the PV system on the LMI CSG tariff and Standard Contract, as proposed by stakeholders and as detailed in Attachment A.

Consistent with the above approach, in Attachment A we propose to add BESS to the definition of PV System on tariff sheets 9-99.03 and 9-99.30:

“PV System” shall mean the solar electric generating facility to be located at the Community Solar Garden, including the photovoltaic panels, inverter, output breakers, facilities necessary to connect to the Production Meter, protective and associated equipment, improvements, BESS, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the photovoltaic energy subject to this tariff.

IV. CHANGING THE TERM “NAMEPLATE CAPACITY” TO “CAPACITY”

In their Initial Comments, parties expressed continued concern with using the term “nameplate capacity” versus “capacity” in the LMI Standard Contract. The Department recommended directing the Company to use “capacity.”⁹ Based on ongoing discussion and the Commission’s recent vote regarding the interpretation of Minn. Stat. § 216B.164, subd 2a(c), the Company is modifying its proposal to adjust this language as detailed in Attachment A.

The Commission voted on November 7, 2024 to adopt the following Decision Option in the context of interpreting the meaning of “capacity” under Minn. Stat. § 216B.164, subd 2a(c):

Delegate authority to the Executive Secretary to open a new rulemaking proceeding to clarify that “capacity,” as defined in Minn. Stat. 216B.164, subd. 2a(c), for purposes of eligibility for net-metering in Minnesota Stat. 216B.164, subd. 3(d), is determined by and measured at the qualifying facility’s inverter or a power control system or supplemental device that controls production at the QF before the net-metered customer’s load.

⁹ Department Initial Comments, page 3.

As a result of this Commission decision, one of the non-consensus items discussed in the November 15, 2024 meeting was the use of term “nameplate capacity” versus “capacity.” While this issue was not resolved during the meeting, the Company proposes to add a definition of capacity to the LMI CSG tariff that aligns with the verbal Commission decision above. This is also set forth in Attachment A. The capacity of a CSG would be measured in alternating current at the inverter (or other production controlling device) before the load at the site.¹⁰ The Company also then agrees to remove the term nameplate capacity and to replace it with the term capacity elsewhere in the LMI CSG tariff, the LMI Standard Contract and the Assignment Form. These specific tariff sheets are identified in Attachment A. Our proposed definition for capacity at tariff sheet 9-99.01 is:

“Capacity” is determined by and measured in alternating current (AC) at the solar photovoltaic electric generating facility’s inverter or a power control system or supplemental device that controls production at this facility before the load at the site of the facility.

The Commission vote on how to define “capacity” under Minn. Stat. 216B.164, subd. 2a(c), is informative on how to define “capacity” under the LMI CSG statute which also points to Minn. Stat. 216B.164, subd. 2a(c) in detailing the use of the term “capacity” in the LMI CSG program.¹¹ It would not make sense to define this same statutory term differently here. The Company notes that the Commission vote referred the matter on the definition of “capacity” to a net metering rulemaking, but our understanding was that the rulemaking would conform to the direction detailed in the Commission vote. Further, adopting this same definition here would help to avoid disputes on what this term means. In the event the Commission determines in the future that the definition should change, then this can be accommodated by a change to the LMI CSG tariff to align with Commission direction.

Further, we note that by adopting these changes, the “capacity” in the LMI CSG Standard Contract would match the nameplate rating in the corresponding Interconnection Agreement for the same CSG facility. Under the Interconnection Agreement (MN DIA), the nameplate rating of the system is measured in AC. (See, MN DIA at tariff sheet 10-251). The statutory description of “capacity” in Minn. Stat. 216B.164, subd. 2a(c) is also measured in AC.

¹⁰ CSGs still have some load, such as heaters for the sensitive electronics to protect these electronics from bitter cold temperatures.

¹¹ See, Minn. Stat. §216B.1641, Subd. 6: “(a) In order to be eligible for compensation under subdivision 8, a community solar garden must: ... have a capacity, as defined under section [216B.164](#), subdivision 2a, paragraph (c), of no more than five megawatts....”

V. DEFINITION OF “COMMUNITY SOLAR GARDEN ALLOCATION”

During the stakeholder discussion on November 15, the Company also agreed to consider an additional modification to the definition of community solar garden allocation. The Company presented this to parties as shown in Attachment A.

Taking into consideration the above proposed BESS definition and the proposed addition of BESS to the definition of a PV System, we propose the following clarifying change on tariff sheets 9-99.02 and 9-99.29:

“Community Solar Garden Allocation” or “CSG Allocation” shall mean the monthly allocation, stated in Watts direct current (DC) as a portion of the total DC nameplate capacity of the PV generating portion of the Community Solar Garden, applicable to each Subscriber’s Subscription reflecting each Subscriber’s allocable portion of photovoltaic electricity produced by the Community Solar Garden in a particular Production Month.

We believe this is a reasonable approach to align subscriptions (measured by direct current) as the allocated proportional share of PV generation. This aligns with current practice.

CONCLUSION

The Company appreciates the engagement by stakeholders involved in this process through comments and stakeholder meetings and ongoing communications. We recommend that the Commission:

1. Adopt the agreed-upon changes identified in the Company’s Letter dated September 26, 2024 and reiterated in our Initial Comments on November 12, 2024.
2. Adopt the further proposed changes as detailed in Attachment A to these Reply Comments:
 - a. Adopt the proposed definition of “capacity” as detailed in that document;
 - b. Remove the term “nameplate” as indicated in that document;
 - c. Adopt the proposed definition of “Battery Energy Storage System” as detailed in that document;
 - d. Add the term BESS to the tariff as detailed in that document; and,

- e. Revise the definition of “Community Solar Garden Allocation” as detailed in that document.
3. Reject all other proposed LMI CSG tariff contract changes.

Dated: November 26, 2024

Northern States Power Company

From:**To:****Cc:****Subject:**

RE: LMI CSG Contract Discussion (11/15/24)

Date:

Wednesday, November 20, 2024 11:23:12 AM

Thank you all for the discussion on Friday and subsequent communications on this.

For the sake of good order, we set forth below where Xcel Energy stands on issues that we discussed. You may publicly rely on this language as you prepare your reply comments. In Item 2 below, the Company has accepted the language proposed by Matthew Melewski on Monday. Also, Item 7 below is a follow-up from our discussion and proposes a revised definition of “Community Solar Garden Allocation” to make clear that it is a portion of the total DC nameplate capacity of the PV generating portion of the Community Solar Garden.

1. Add a definition of capacity, and correspondingly substitute the word “capacity” in the place of the phrase “nameplate capacity” in the tariffed LMI CSG tariffed contract.

We propose the following definition of capacity to be inserted into the LMI CSG tariffed contract at tariff sheet 9-99.01:

“Capacity” is determined by and measured in alternating current (AC) at the solar photovoltaic electric generating facility’s inverter or a power control system or supplemental device that controls production at this facility before the load at the site of the facility.

The specific changes to the LMI CSG tariffed contract to remove the word “nameplate” would be at the following locations:

Sheet 9-99.28

The Subscriber Organization is the operator of a Community Solar Garden with an established or planned solar photovoltaic electric generating facility with a **nameplate** capacity of _____ kilowatts of alternating current (AC), on property located at

_____(“Community Solar Garden”). The Community Solar Garden is a facility that generates electricity by means of a ground mounted or roof mounted solar photovoltaic device(s) whereby a Subscriber to the Community Solar Garden receives a Bill Credit for the electricity generated in proportion to the size of the Subscription. ...

Sheet 9-99.35

9. Disclosure of Community Solar Garden Information. The

Company may publicly disclose the Community Solar Garden Location, Subscriber Organization, **nameplate** capacity and generation data of the Community Solar Garden. Additionally, the Company will periodically provide a bill message to Subscribers clarifying that questions or concerns related to their Subscription should be directed to the Subscriber Organization or Department, including a statement that the Subscriber Organization is solely responsible for resolving any disputes with the Department, Company or the Subscriber about the accuracy of the Community Solar Garden production and that the Company is solely responsible for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

2. Insert the following definition of Battery Energy Storage System on the LMI CSG tariffed contract sheet 9-99.28 so that it reads as suggested in the November 18 email from Matthew Melewski as follows:

“Battery Energy Storage System” or “BESS” shall mean a commercially available technology that uses chemical processes to store energy generated solely from the Community Solar Garden, and deliver the stored energy for sale or use at a later time. The parties agree the stored energy in the BESS may not include utility system energy.

We would also add the word BESS to the definition of PV System (as proposed by stakeholders) on the LMI CSG tariff contract sheet 9-99.30.

With these changes we would expect that the “capacity” of the LMI CSG tariffed contract would match the nameplate capacity of the corresponding Interconnection Agreement for this same facility.

3. Consistent with the above, we also propose the following corresponding revisions to the main part of the LMI CSG tariff.

Substitute the word “capacity” in the place of the term “nameplate capacity” on the following tariff sheets:

9-99.08

9. Disclosure of Community Solar Garden Information. The Company may publicly disclose the Community Solar Garden Location, Subscriber Organization, **nameplate capacity** and generation data of the Community Solar Garden. Additionally, the Company will periodically provide a bill message to Subscribers clarifying that questions or concerns related to their Subscription should be directed to the Subscriber Organization or Department, including a statement that the Subscriber Organization is solely responsible for resolving any disputes with the Department, Company or the Subscriber about the accuracy of the Community Solar Garden production and that the Company is solely responsible

for resolving any disputes with the Subscriber about the applicable rate used to determine the amount of the Bill Credit.

Sheet 9-99.17

f. The Company may publicly post the following information about each interconnection application submitted by projects whose interconnection application was submitted in the area of the Company's portal for Community Solar Garden applications: Community Solar Garden location (city and county), name of the owner of the Community Solar Garden, **Nameplate** Capacity, application identification number, then-current estimated in-service date as of date of posting information if one has been derived, feeder name, whether or not a feeder upgrade is expected to be required for the specific application, initial indicative cost estimate as set forth in the interconnection agreement, date of signed interconnection agreement, and whether or not the application is in commercial operation. This publicly posted information may be updated over time and initial or prior postings of this information may change over time.

4. Consistent with the above, we recommend deleting the word "nameplate" on the assignment form:

Sheet 9-99.43

A Standard Contract for LMI Accessible Community Solar Garden Program, including any amendments thereto approved by the Minnesota Public Utilities Commission ("Contract") having been made as of [insert date of underlying Contract] (a copy of which is attached hereto), by and between Northern States Power Company, a Minnesota corporation, having its principal office and place of business located at 414 Nicollet Mall, Minneapolis, Minnesota, 55401, hereinafter referred to as the Company, and [insert name of current party to the Contract _____] ("Assignor") for a Community Solar Garden with a **nameplate** capacity of ____ kW (AC) located at [_____ insert address _____]; and

5. Insert above definition of Battery Energy Storage System on LMI CSG tariff sheet 9-99.01.
6. Add BESS to the following definition on LMI CSG tariff sheet 9-99.03.

"PV System" shall mean the solar electric generating facility to be located at the Community Solar Garden, including the photovoltaic panels, inverter, output breakers, facilities necessary to connect to the Production Meter, protective and associated equipment,

improvements, **BESS**, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation, and maintenance of the electric generating facility that produces the photovoltaic energy subject to this tariff.

7. During our discussion on Friday, we agreed to look a possible edits to the definition of "Community Solar Garden Allocation" in the tariff (at tariff sheets 9-99.02 and 9-99.29), and whether "DC" should be inserted at these locations. In light of possible battery storage systems, we propose the following edits:

"Community Solar Garden Allocation" or "CSG Allocation" shall mean the monthly allocation, stated in Watts direct current (DC) as a portion of the total **DC** nameplate capacity **of the PV generating portion** of the Community Solar Garden, applicable to each Subscriber's Subscription reflecting each Subscriber's allocable portion of photovoltaic electricity produced by the Community Solar Garden in a particular Production Month.

Please let me know if you have questions on this. Also, please let me know whether you agree to the new language in Items 2 and 7 above.

Best,

Jim

James R. Denniston

Xcel Energy

Assistant General Counsel

414 Nicollet Mall, 401-8, Minneapolis, MN 55401



XCELENERGY.COM

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CERTIFICATE OF SERVICE

I, Victor Barreiro, hereby certify that I have this day served copies of the foregoing document on the attached list of persons.

xx by depositing a true and correct copy thereof, properly enveloped
with postage paid in the United States mail at Minneapolis, Minnesota

xx electronic filing

DOCKET No. E002/CI-23-335

Dated this 26th day of November 2024

/s/

Victor Barreiro
Regulatory Administrator

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41	Matthew	Melewski	matthew@theboutiquefirm.com	Nokomis Energy LLC & Ole Solar LLC		2639 Nicollet Ave Ste 200 Minneapolis MN, 55408 United States	Electronic Service		No	23-335Official
42	Thomas	Melone	thomas.melone@allcous.com	Minnesota Go Solar LLC		222 South 9th Street Suite 1600 Minneapolis	Electronic Service		No	23-335Official

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
						MN, 55120 United States				
43	Michael	Menzel	mike.m@sagiliti.com	Sagiliti		23505 Smithtown Rd. Suite 280 Excelsior MN, 55331 United States	Electronic Service		No	23-335Official
44	Marc	Miller	mmiller@soltage.com	Soltage, LLC		66 York Street, 5th Floor Jersey City NJ, 07302 United States	Electronic Service		No	23-335Official
45	Marcus	Mills	marcus@communitypowermn.org	Community Power		2720 E 22nd St Minneapolis MN, 55406 United States	Electronic Service		No	23-335Official
46	Andrew	Moratzka	andrew.moratzka@stoel.com	Stoel Rives LLP		33 South Sixth St Ste 4200 Minneapolis MN, 55402 United States	Electronic Service		No	23-335Official
47	Pouya	Najmaie	najm0001@gmail.com	Cooperative Energy Futures		3416 16th Ave S Minneapolis MN, 55407 United States	Electronic Service		No	23-335Official
48	Rolf	Nordstrom	rnordstrom@gpisd.net	Great Plains Institute		2801 21ST AVE S STE 220 Minneapolis MN, 55407-1229 United States	Electronic Service		No	23-335Official
49	Logan	O'Grady	logrady@mnseia.org	Minnesota Solar Energy Industries Association		2288 University Ave W St. Paul MN, 55114 United States	Electronic Service		No	23-335Official
50	Patty	O'Keefe	patty.okeefe@sierraclub.org			2525 Emerson Ave S Apt 2 Minneapolis MN, 55405 United States	Electronic Service		No	23-335Official
51	Jeff	O'Neill	jeff.oneill@ci.monticello.mn.us	City of Monticello		505 Walnut Street Suite 1 Monticello MN, 55362 United States	Electronic Service		No	23-335Official
52	Carol A.	Overland	overland@legalelectric.org	Legalelectric - Overland Law Office		1110 West Avenue Red Wing MN, 55066 United States	Electronic Service		No	23-335Official
53	Eric	Pasi	ericp@ips-solar.com	IPS Solar		2670 Patton Rd Roseville MN, 55113	Electronic Service		No	23-335Official

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
						United States				
54	Dan	Patry	dpatry@sunedison.com	SunEdison		600 Clipper Drive Belmont CA, 94002 United States	Electronic Service		No	23-335Official
55	Jeffrey C	Paulson	jeff.jcplaw@comcast.net	Paulson Law Office, Ltd.		4445 W 77th Street Suite 224 Edina MN, 55435 United States	Electronic Service		No	23-335Official
56	Morgan	Pitz	morgan.pitz@us-solar.com	US Solar		100 N 6th St #410B Minneapolis MN, 55403 United States	Electronic Service		No	23-335Official
57	Kristel	Porter	kristel@mnrenewablenow.org	MN Renewable Now		null null, null United States	Electronic Service		No	23-335Official
58	Paula	Prahl	paula.prahl@dominiuminc.com	Dominium		2905 Northwest Blvd Ste 150 Plymouth MN, 55441 United States	Electronic Service		No	23-335Official
59	Kevin	Pranis	kpranis@liunagroc.com	Laborers' District Council of MN and ND		81 E Little Canada Road St. Paul MN, 55117 United States	Electronic Service		No	23-335Official
60	Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us		Office of the Attorney General - Residential Utilities Division	1400 BRM Tower 445 Minnesota St St. Paul MN, 55101-2131 United States	Electronic Service		Yes	23-335Official
61	Jonathan	Roberts	jroberts@soltage.com	Soltage		66 York St 5th Floor Jersey City NJ, 07302 United States	Electronic Service		No	23-335Official
62	Nathaniel	Runke	nrunke@local49.org			611 28th St. NW Rochester MN, 55901 United States	Electronic Service		No	23-335Official
63	Delaney	Russell	delaney@mnipl.org	Just Solar Coalition		4407 E Lake Street Minneapolis MN, 55407 United States	Electronic Service		No	23-335Official
64	Christine	Schwartz	regulatory.records@xcelenergy.com	Xcel Energy		414 Nicollet Mall FL 7 Minneapolis MN, 55401-1993 United States	Electronic Service		No	23-335Official

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
65	Will	Seuffert	will.seuffert@state.mn.us		Public Utilities Commission	121 7th PI E Ste 350 Saint Paul MN, 55101 United States	Electronic Service		Yes	23-335Official
66	David	Shaffer	david.shaffer@novelenergy.biz	Novel Energy Solutions		2303 Wycliff St Ste 300 St. Paul MN, 55114 United States	Electronic Service		No	23-335Official
67	Christopher L.	Sherman	csherman@sherman-associates.com	Solar Holdings LLC		233 Park Ave S Ste 201 Minneapolis MN, 55415 United States	Electronic Service		No	23-335Official
68	Doug	Shoemaker	dougs@charter.net	Minnesota Renewable Energy		2928 5th Ave S Minneapolis MN, 55408 United States	Electronic Service		No	23-335Official
69	Russ	Stark	russ.stark@ci.stpaul.mn.us	City of St. Paul		Mayor's Office 15 W. Kellogg Blvd., Suite 390 Saint Paul MN, 55102 United States	Electronic Service		No	23-335Official
70	Eric	Swanson	eswanson@winthrop.com	Winthrop & Weinstine		225 S 6th St Ste 3500 Capella Tower Minneapolis MN, 55402-4629 United States	Electronic Service		No	23-335Official
71	Whitney	Terrill	whitney@mnipl.org	Minnesota Interfaith Power & Light		null null, null United States	Electronic Service		No	23-335Official
72	Anna	Tobin	atobin@greeneespel.com	Greene Espel PLLP		222 South Ninth Street Suite 2200 Minneapolis MN, 55402 United States	Electronic Service		No	23-335Official
73	Zack	Townsend	zachary.townsend@brookfieldrenewable.com	Brookfield Renewable		200 Liberty St FL 14 New York NY, 10281 United States	Electronic Service		No	23-335Official
74	Pat	Treseler	pat.jcplaw@comcast.net	Paulson Law Office LTD		4445 W 77th Street Suite 224 Edina MN, 55435 United States	Electronic Service		No	23-335Official
75	John	Vaughn	nik@rreal.org	Rural Renewable Energy Alliance		3963 8th Street SW Backus MN, 55435 United States	Electronic Service		No	23-335Official
76	Kevin	Walker	kwalker@beaconinterfaith.org	Beacon Interfaith		null null, null	Electronic Service		No	23-335Official

#	First Name	Last Name	Email	Organization	Agency	Address	Delivery Method	Alternate Delivery Method	View Trade Secret	Service List Name
				Housing Collaborative		United States				
77	Jenna	Warmuth	jwarmuth@mnpower.com	Minnesota Power		30 W Superior St Duluth MN, 55802-2093 United States	Electronic Service		No	23-335Official
78	Curtis	Zaun	curtis@cpzlaw.com			3254 Rice Street Little Canada MN, 55126 United States	Electronic Service		No	23-335Official