505 Nicollet Mall
PO Box 59038
Minneapolis, MN 55459-0038

350 South Fifth Street
Minneapolis, MN 55415

September 1, 2021

Mr. Will Seuffert
Executive Secretary
Minnesota Public Utilities Commission
121 East Seventh Place, Suite 350
St. Paul, MN 55101-2147

Re: Petition by CenterPoint Energy and the City of Minneapolis to Introduce a Tariffed on Bill Pilot Program

Docket No. G-008/M-21-377

Dear Mr. Seuffert:

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas, ("CenterPoint Energy" or the "Company") and the City of Minneapolis ("Minneapolis") respectfully submit the following petition to introduce a Tariffed on Bill ("TOB") pilot program.

The Company and Minneapolis propose the development of a pilot program to encourage homeowners and renters to invest in making their homes more energy efficient. Under the TOB pilot proposal, customers could elect to pay for their energy efficiency upgrades via their natural gas bills. Specifically, the Company and Minneapolis request the Commission approve a 3-year TOB pilot, along with deferred accounting for costs to be incurred to develop and operate the pilot program. Please contact CenterPoint Energy at (612) 321-4625 or amber.lee@centerpointenergy.com or Minneapolis at (612) 430-1630 or kim.havey@minneapolismn.gov with any questions.

Sincerely,

/s/ Amber Lee

Amber Lee
Director, Regulatory Affairs
CenterPoint Energy

/s/ Kim Havey

Kim W. Havey
Director, Sustainability
City of Minneapolis

c: Service List

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2147

Katie Sieben	Chair
Valerie Means	Commissioner
Matt Schuerger	Commissioner
Joseph Sullivan	Commissioner
John Tuma	Commissioner

In the Matter of a Petition by CenterPoint Energy and the City of Minneapolis to Introduce a Tariffed On Bill Pilot Program	Docket No. G-008/M-21-377 **PETITION**

I. Introduction

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas, ("CenterPoint Energy" or the "Company") and the City of Minneapolis ("Minneapolis") respectfully submit the following Petition to the Minnesota Public Utilities Commission ("Commission") for approval of a Tariffed on Bill ("TOB") pilot program.

In the Company's last rate case,[1] Minneapolis proposed the development of a pilot program to enable more Minneapolis homeowners and renters to invest in making their homes more energy efficient. Under the TOB pilot proposal, customers could elect to pay for their energy efficiency upgrades via their natural gas bills. As part of the rate case, the Company and Minneapolis stipulated to certain program parameters and a framework for the TOB pilot.

In its March 1, 2021, Order in Docket No. G-008/GR-19-524, the Minnesota Public Utilities Commission ("Commission") required Minneapolis and the Company to consult with interested parties and submit a filing in a new docket to allow for development of the Minneapolis and CenterPoint Energy TOB pilot proposal in greater detail. The Commission also required the Company to develop or expand low-income Conservation Improvement Program ("CIP") programming focused on renters.[2]

On June 1, 2021, Minneapolis and the Company initiated this docket and reported on the status of the development of the TOB pilot. Simultaneously, the Company filed an update on its progress to expand CIP for low-income renters in Docket No. G-008/GR-19-524. Since these filings, the Company and Minneapolis have continued to consult with interested parties and now propose a TOB pilot design in this filing.[3] Specifically, the Company and the Minneapolis

[1] Docket No. G-008/GR-19-524.

[2] See *In the Matter of the Application by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas for Authority to Increase Natural Gas Rates in Minnesota*, Docket No. G-008/GR-19-524, Order Accepting and Adopting Agreement Setting Rates, and Initiating Development of Conservation Programs for Renters, Order Point 9 (Mar 1, 2021).

[3] The Company also simultaneously submitted a request to modify its 2021-2023 CIP Triennial Plan with the Department of Commerce. Modification Request – Low-Income Rental Efficiency and Potential Future Changes to Multi-Family Building Efficiency, Docket No. G-008/CIP-20-478 (Sept. 1, 2021).

request the Commission approve a 3-year TOB pilot, along with deferred accounting for costs to be incurred to develop and operate the pilot program.

The Company and Minneapolis submit the following Exhibits in support of the Petition:

- Exhibit A: February 11, 2021 Memorandum from Minneapolis Describing Objectives for the Proposed Pilot Program
- Exhibit B: Summary of Stakeholder Engagement
- Exhibit C: Stakeholder Engagement Questions and Answers
- Exhibit D: Proposed Tariff
- Exhibit E: TOB Energy Assessment Request Form
- Exhibit F: Reader-Friendly Description of TOB Rights and Obligations, CIP, and Income-Qualified Offerings
- Exhibit G: Participant Owner Agreement
- Exhibit H: Participant Renter Agreement
- Exhibit I: Successor Owner Notice and Acknowledgement
- Exhibit J: Successor Renter Notice and Acknowledgement
- Exhibit K: Implementation Timeline
- Exhibit L: Pilot Cost Estimate Details
- Exhibit M: Quantification of Certain Program Benefits
- Exhibit N: Program Operator Scope of Work
- Exhibit O: Example Cost-Effectiveness Calculation
- Exhibit P: List of Eligible Measures
- Exhibit Q: Proposed Cost Recovery Tracker Format

A. Summary of Filing

A one-page summary is attached to this filing pursuant to Minn. R. 7829.1300, subd. 1.

B. Service on Other Parties

Pursuant to Minn. R. 7829.1300, subp. 2, the Company has served a copy of this filing on the Department of Commerce and the Office of the Attorney General – Antitrust and Utilities Division. A summary of this filing has been served on all parties on the enclosed service lists.

C. General Filing Information

Pursuant to Minn. R. 7829.1300, subp. 3, the Company provides the following information.

1) Name, Address, and Telephone Number of Utility

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas, a Delaware Corporation
505 Nicollet Mall
P.O. Box 59038
Minneapolis, Minnesota 55402
(612) 372-4664

2) Name Address, and Telephone Number of Utility Attorney

Erica Larson, Counsel
505 Nicollet Mall
Minneapolis, Minnesota 55402
(612) 321-4334
erica.larson@centerpointenergy.com

3) Date of Filing and the Date the Proposed Rate or Service Change Will Take Effect

Date Filed:	September 1, 2021
Effective Date:	Upon Commission Approval

4) Statute Controlling Schedule for Processing the Filing

CenterPoint Energy and Minneapolis are unaware of any statute or rule that controls the timeframe for processing this filing.

5) Utility Employee Responsible for Filing

Amber S. Lee
Director, Regulatory Affairs
(612) 321-4625
Amber.Lee@centerpointenergy.com

6) Description of the Filing, Its Impact on Rates and Services, Its Impact on Any Affected Person, and the Reasons for the Filing

CenterPoint Energy and Minneapolis submit a Petition to introduce a TOB pilot. Under the proposed pilot, customers and property owners may request that CenterPoint Energy install cost-effective gas efficiency upgrades in their homes. Customers would pay for the upgrades installed via their gas bills. If approved, a portion of pilot costs would be subsidized by all customers. CenterPoint Energy requests approval to track and defer

pilot costs, so the Company can have the opportunity to request recovery of these costs in a later proceeding.

D. Miscellaneous Information

CenterPoint Energy requests that the following employees be included in the service list for this proceeding.

Amber S. Lee
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Emma Schoppe
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The City of Minneapolis requests that the following employees be included on the service list for this proceeding:

Kim W. Havey
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II. Objectives of TOB – Serving Underserved Sectors

Minneapolis continues to be of the opinion that a TOB pilot is the only way to weatherize certain homes within its borders, including homes occupied by lower and moderate-income renters and homeowners. Minneapolis is uniquely burdened by an abundance of aging and poorly insulated housing stock. Approximately 65% of the homes in Minneapolis were built before 1960 when no insulation was required.[4] Addressing the need for energy improvements in rented housing is especially difficult when the renter, rather than the property owner, is the energy customer. Generally, it is the renter who benefits from increased energy efficiency through lower utility bills, but the property owner that must authorize and pay for improvements to the building. If the property owner does not realize the cost savings, the property owner is not incented to spend the upfront money to make the energy efficiency improvement. This split incentive is one of the main problems that the TOB pilot seeks to address.

Minneapolis is particularly affected by this problem as it is increasingly a city of renters – between 2008 and 2015 the American Community Survey showed that the city's share of renter households grew from 49% to 53%.[5] Residents in North Minneapolis, where much of the oldest and least-weatherized housing is located, are more likely to be renters now then prior to the Great Recession. For example, between 2000 and 2015, Minneapolis' Folwell neighborhood went from 23% to 53% renter-occupied; likewise, Jordan neighborhood went from 40% renter-occupied to 53%.[6] Nationally, Black and Hispanic households are twice as likely as white households to rent their homes.[7]

Because of these high numbers of renters, Minneapolis is focused on "equitably serving a broader set of customers with clean energy programs that reach renters, low- and moderate-

[4] US Census Bureau, American Community Survey (2010-2012), available at https://www.governing.com/archive/gov-cities-old-housing-stock.html (last accessed Sept 1, 2021).
[5] U.S. Census Bureau (2018). American Community Survey 1-year estimates. (2018), available at http://censusreporter.org/profiles/16000US2743000-minneapolis-mn/ (last accessed Aug 13, 2021).
[6] Kaul, Greta*, A majority of Minneapolis' households now rent their homes,* MINNPOST (Mar. 6, 2019), available at https://www.minnpost.com/metro/2019/03/a-majority-of-minneapolis-households-now-rent-their-homes/ (last accessed Sep 1, 2021).
[7] Anthony Cilluffo, et al., More U.S. Households are Renting than at any Point in 50 Years, https://www.pewresearch.org/fact-tank/2017/07/19/more-u-s-households-are-renting-than-at-any-point-in-50-years/ (last visited Aug 13, 2021).

income households and communities of color." See Exhibit A to this filing, which contains a full description of the City's objectives for the proposed TOB pilot.

III. Program Options to Meet Objectives – TOB and CIP

Rental homes have been underserved by CIP. Statewide, 28% of households rent their homes.[8] An average of about 2,000 customers per year participate in the Company's CIP insulation rebate program of which only an estimated 7% (130) are renters or rental property owners.[9] The Company's Low-Income Weatherization and Rental Efficiency programs together serve on average 650 customers a year, with about 15% (250) of those participants being renters or rental property owners.[10]

While there may be adjustments to CIP programming that improve the Company's ability to "equitably serv[e] a broader set of customers with clean energy programs," the Company and Minneapolis do not believe that we can satisfy all of the City's objectives through CIP.[11] Some barriers to participation in CIP and income-qualified services that may be overcome by a TOB program are as follows:

- Unwillingness to take out a personal loan;
- Poor or no credit score to qualify for financing;
- Property owner will not invest in efficiency upgrades;
- Too high an income to qualify for free income-qualified services; and
- Unwillingness to accept income qualified services.

CenterPoint Energy and Minneapolis believe that there are customers who would be willing to participate in a TOB pilot program and are not willing or able to participate in CIP or income-qualified efficiency services due to one or more of the barriers listed above.[12]

While Minneapolis supports efforts to reach rental customers through CIP, Minneapolis believes renters are severely underserved by existing programs and this disparity disproportionally affects the citizens of Minneapolis, and in particular, citizens who are also people of color. Minneapolis believes a sea change is necessary to tackle this persistent and difficult problem and that TOB is particularly well-suited to accomplish Minneapolis's goals.

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[8] Cadmus (2018), Tariffed On-Bill Financing Feasibility Assessment of Innovative Financing Structures for Minnesota.

[9] Based on rounded three-year average CIP participation 2018-2020.

[10] Based on rounded three-year average CIP participation 2018-2020.

[11] See CenterPoint Energy's June 1, 2021 filing in Docket No. G-888/GR-19-524 and September 1, 2021 filing in Docket No. G-008/CIP-20-478 for a description of modifications to our CIP that the Company is undertaking or planning to undertake to better serve low-and-moderate income renter customers.

[12] As discussed more herein, prospective TOB pilot participants will be advised of available CIP and low-income offerings.

While this filing focuses on the Company and Minneapolis's TOB pilot proposal, Docket No. G-008/CIP-20-478 addresses near-term efforts to modify the Company's CIP to accommodate more low-income and renter participation. The Company provides some context below regarding how it strives to serve low- and moderate-income renters through its CIP.

CenterPoint Energy CIP includes five dedicated programs serving eligible low-income customers for close to a decade: Low-Income Weatherization ("LIW"), Low-Income Rental Efficiency ("LIRE"), Low-Income Heating System Tune-ups, Non-Profit Affordable Housing ("NPAH"), and Low-Income Multi-Family Housing Rebates. These programs provide services for income eligible participants, such as no-cost services for low-income customers, reduced cost services for rental property owners serving low-income renters in 1-4 unit buildings, rebates for non-profits retrofitting or building new affordable housing, and rebates for qualifying property owners of 5+ unit buildings.[13] From 2017 to 2019 the Company's spending on dedicated low-income programs grew from around $3.4 million to $4 million, well passed the $2.5 million minimum spending requirements at the time.[14]

CenterPoint Energy continues its commitment to providing low-income customers with opportunities and services to make their homes more energy-efficient in its *2021-2023 CIP Triennial Plan* ("Triennial Plan"). [15] Table 1 below shows growing program budget, participation goals, and energy savings goals for 2022-2023 from our *Triennial Plan*. The Company set out goals to increase dedicated low-income spending to $4.5 million by 2023.

[13] Please see 2021-2023 Triennial Plan for a complete description of each program. *In the Matter of CenterPoint Energy's 2021-2023 Natural Gas Conservation Improvement Program Triennial Plan*, Docket No. G-008/CIP-20-478, Compliance Filing, (Jan. 20, 2021).

[14] Spending in 2020 was about $3.1 million, but for significant parts of the year dedicated low-income programs were not servicing homes due to health and safety restrictions related to COVID-19.

[15] *In the Matter of CenterPoint energy's 2021-2023 Natural Gas Conservation Improvement Program Triennial Plan*, Docket No. G-008/CIP-20-478, Compliance Filing, (Jan. 20, 2021).

Table 1. As-Filed Dedicated Low-Income Program Budget and Goals for 2022-2023						
Programs	**Planned Budget**		**Participation Goals**		**Energy Savings Goals (Dth)**	
	2022	2023	2022	2023	2022	2023
Low-Income Weatherization	$3,258,440	$3,410,589	1,304	1,335	15,264	15,626
Low-Income Rental Efficiency	$320,810	$336,478	151	151	1,526	1,526
Low-Income Free Heating System Tune-Up	$162,290	$162,990	1,200	1,200	2,536	2,536
Non-Profit Affordable Housing Rebates	$633,253	$633,877	465	465	2,573	2,573
Low-Income Multi-Family Housing Rebates	$66,903	$67,262	10	10	1,822	1,822
Subtotal	**$4,441,696**	**$4,611,197**	**3,130**	**3,161**	**23,721**	**24,083**

CenterPoint Energy must meet new minimum low-income spending requirements due to the passage of the Energy Conservation and Optimization Act ("ECO").[16] The Company's new spending requirement will be just over $6 million. The Company is in the process of planning changes to its CIP in order to meet these new spending requirements. Below is a theoretical future new low-income spending plan illustrating how services for low-income customers might change in the coming months. The theoretical plan includes modifications to the LIRE program that allow for automatic program eligibility for customers located in areas of economic need and a potential new dedicated Low-Income Multi-Family Building Efficiency program for 5+ unit rental properties.[17] It might be possible to marginally increase completion of LIW projects due to pre-weatherization funds to help address health and safety issues such as asbestos and vermiculite.[18] Table 2 below shows these theoretical revision to annual program budget, participation goals, and energy savings goals to comply with new minimum low-income spending requirements. These revisions would represent about a nearly 40 percent increase in budget with nearly a doubling of program participation and energy savings goals.

[16] Minn. Stat. § 216B.241, Subd. 7a.

[17] See *In the Matter of CenterPoint Energy's 2021-2023 Natural Gas Conservation Improvement Program Triennial Plan*, Docket No. G-008/CIP-20-478, CIP Modification, pp. 8-14 (Sept. 1, 2021).

[18] Historically, some energy efficiency projects were unable to be completed because of needed remediation of health and safety issues. ECO helps facilitate remediation of these issues by allowing up to 15 percent of CIP funds be allocated for these purposes.

Table 2. Illustrative Future Dedicated Low-Income Program Budgets and Goals			
	Planned Budget	**Participation Goals**	**Energy Savings Goals (Dth)**
Low-Income Weatherization	$3,520,000	1,400	15,700
Low-Income Rental Efficiency	$670,000	300	3,000
Low-Income Free Heating System Tune-Up	$160,000	1,200	2,500
Non-Profit Affordable Housing Rebates	$630,000	465	2,573
Low-Income Multi-Family Housing Rebates	$65,000	10	1,800
Dedicated Low-Income Multi-Family Building Efficiency	$400,000	60	6,500
Pre-Weatherization Measures	$755,000	n/a	n/a
Total	**$6,200,000**	**6,810**	**57,646**

IV. Stakeholder Engagement

Beginning after the Commission hearing on TOB, the Company and Minneapolis began a campaign to engage all interested stakeholders in fresh policy discussions of TOB, and also discussion of particular TOB pilot program parameters. Throughout 2021, the Company and Minneapolis organized many formal and informal discussions regarding many of the pilot components. See Exhibit B for an overview of stakeholder meetings held since the Commission's March 1, 2021 Order in Docket No. G-008/GR-19-524. Exhibit C summarizes some of the frequently asked questions and answers around TOB raised in stakeholder conversations.

V. TOB Pilot Program Parameters

The Company and Minneapolis are proposing a TOB pilot similar to traditional Pay as You Save® or PAYS® programs operated in other states.[19] PAYS is a financial mechanism that allows a utility to pay for the upfront cost of an energy upgrade and to recover its cost on the monthly bill with a charge that is less than the estimated savings. The proposed pilot tariff is attached as Exhibit D.

A. Step-by-Step Overview of the TOB Program

Below, the Company and Minneapolis address the specific filing requirements raised by Order Point 8 in the Commission's March 1, 2021 Order in Docket No. G-008/GR-19-524. However,

[19] PAYS® programs operate in Arkansas, California, Hawaii, Kansas, Kentucky, Missouri, New Hampshire, and North Carolina.

first we will provide an overview of how the pilot would operate from the perspective of a participating customer.

Pre-Step: Customer Engagement and Outreach

The Company will target its TOB pilot marketing at high energy users and high energy burden customers including customers living in and property owners of single and multifamily rental buildings, with a particular focus on Minneapolis Green Zones, Minneapolis designated communities that have been deeply affected by pollution, racism and other factors. TOB pilot messaging will be aligned with CIP and Energy Assistance Services so that customers are able to make well-informed choices about the services and resources that will work best for them. Although Minneapolis and CenterPoint Energy do not propose to prevent low-income customers from participating in the TOB pilot, we will take steps in the marketing of the TOB pilot and in participant disclosures to inform customers about income-qualified offerings and encourage income-qualified customers to take advantage of no-cost options rather than the TOB pilot.

Step 1: Pre-Screening

When a CenterPoint Energy customer or property owner is interested in participating in the TOB pilot, they will be directed to reach out to CenterPoint Energy's program operator, a CenterPoint Energy vendor selected via a request for proposal process. The TOB pilot program operator will confirm that there is a CenterPoint Energy customer at that location and collect basic information about the building, including known efficiency characteristics. The TOB pilot program operator will also obtain access to electricity bill data for the location via the applicable utility's consent form process and conduct a preliminary screening to determine whether the building is a TOB pilot candidate, such as confirming building type and condition meet eligibility guidelines. Before proceeding to Step 2, the program operator will educate all customers at the location, and the property owner, about CIP and no-cost income qualified services and confirm interest in moving forward with TOB pilot participation. See Exhibit E for an example of a TOB pilot energy assessment request form which will be required before moving on to Step 2.

Step 2: On-Site Energy Assessment

The TOB pilot program operator will visit the building to collect site-specific information and install direct-install gas efficiency measures such as low-flow aerators and pipe wrap. The cost of the on-site energy assessment services is $350[20] plus the cost of direct install measures. Customers will be charged $100 while the remaining $250 plus direct install measures will be covered by the CIP Home Energy Squad project.[21] Like CIP Home Energy Squad, the $100 participant co-pay may be waived if the participant identifies as low income or if a community

[20] Based on amount quoted by existing PAYS® provider for similar service during phone conversation, July 23, 2021.
[21] The energy site assessment will include the services delivered by the Home Energy Squad project.

partner, such as a local government, contributes to the co-pay amount. If the program operator determines that the building may be a good candidate for TOB pilot participation, the program operator will proceed with the creation of a cost-effectiveness model for the location which will identify bundles of recommended energy efficiency upgrades. The program operator may identify bundles of energy upgrades that are eligible under TOB pilot requirements only after a partial up-front co-pay.[22] The program operator will again ensure that the property owner and all customers at the location are aware of CIP and no-cost options for income-qualified customers and will educate the customer(s) and property owner about their rights and responsibilities if they choose to move forward with the TOB pilot participation. Exhibit F is a reader-friendly description of TOB pilot rights and obligations and a description of CIP and income-qualified offerings. The TOB program operator would provide this information in both written and verbal form, and it would be available in multiple languages. The program operator will discuss different bundles of energy upgrades that are eligible under the requirements of the TOB pilot and any associated co-pays required. The cost of service to develop a scope of work and educate the customer on their options is $300[23] per participant and would be recovered from all ratepayers.

Step 3: Participation Agreements

All customers at the location and the property owner will be required to sign a participation agreement prior to installation of energy upgrades. See Exhibits G through J. The participation agreement includes a summary of costs to participate in the TOB pilot including the cost of energy upgrades with a 2.5% rate of return charge, and a $475[24] pilot administration charge. The customer or a property owner will also be required to pay any up-front co-pay required for the bundle of upgrades selected for install. Minneapolis is considering providing funding to reduce co-pay requirements for Minneapolis residents choosing to participate in the TOB pilot.

Step 4: Installation of Energy Upgrades

The program operator will arrange for the installation of energy upgrades in the building and payment of the contractors. The program operator will also conduct a quality assurance review shortly after energy upgrade installation.

[22] A co-pay will be required before installation of energy upgrades that does not meet the cost-effectiveness test described in Section V.F The amount of the co-pay will be whatever amount is necessary so that the remaining measures costs are cost-effective when compared with estimated savings.

[23] Based on amount quoted by existing PAYS® provider for similar service during phone conversation, July 23, 2021.

[24] Based on amount quoted by existing PAYS® provider for similar service during phone conversation, July 23, 2021.

Step 5: TOB Pilot Participation

The participating customer or customers at the location will be charged for the cost of the energy upgrades on their CenterPoint Energy gas bills, less the upfront co-pay. Program charges are set to be less than the estimated savings that those customers realize from the upgrades and the term of repayment is less than the life of the upgrades installed. According to the Participant Owner Agreement, the property owner is responsible for ordinary maintenance of installed upgrades, however any needed repairs will be arranged and paid for by the program operator.[25]

Step 6: Assurance of Savings

One year after the installation of the upgrades, the program operator will complete a billing analysis to determine whether the participants are realizing cost savings, on a weather-normalized basis. Billing analyses can also be completed at any point during the term of repayment upon customer or property owner request.[26] If cost savings are not being realized, the program operator will conduct an investigation to determine the cause, and, if possible, make repairs to the upgrades so that savings are realized going forward.[27]

Step 7: Participant Turn-Over

In the event that a new customer moves into the location, or the property is sold to a new property owner, the Participant Owner Agreement requires the original property owner to obtain a signed Notice and Acknowledgment from the new customer or property owner, providing notice of TOB pilot participation rights and obligations, prior to entering into a lease or purchase agreement. See Exhibit G. The owner acknowledges in the Participant Owner Agreement that failure to obtain a signed Notice and Acknowledgment from future customers and building owners is grounds for a renter to break a lease agreement or for a purchaser to back out of a purchase agreement without penalty.

Below, the Company and Minneapolis address specific requirements for this filing posed by the Commission's March 1, 2021 Order in Docket No. G-008/GR-19-524, Order Point 8.

[25] If the property owner, a customer, or another individual at the location negligently or deliberately causes damage to the upgrades they can be charged for necessary repairs and/or, in the case of deliberate damage, CenterPoint Energy can suspend future TOB pilot charges and demand immediate payment of any uncollected amounts from the property owner.

[26] Billing analysis will also be automatically completed if a TOB pilot participant is in arrears and being processed for disconnection.

[27] The program operator's investigation and possible outcomes is further discussed in Section V.H

B. Pilot Scope, Goals and Costs

Minneapolis and the Company are proposing a three-year pilot program available to residential and multifamily customers throughout the area CenterPoint Energy serves in Minnesota.

We are proposing ambitious participation goals based on Minneapolis and CenterPoint Energy's shared goals of better serving renters and low- and moderate-income households. We are not proposing any cap on the number of participants. However, as described below we are proposing a cap on annual investment.

Table 3: Participant[28] Goals		
Year 1 Participant Goal	Year 2 Participant Goal	Year 3 Participant Goal
500	500	500

In comparison, the recently launched Ameren Missouri electric PAYS® proposes to serve approximately 665 participants over two years.[29]

i. Pilot Timeline

If approved, the Company will begin to develop the systems and tools necessary to deliver the program in 2022, with the three-year pilot beginning in 2023. An implementation timeline is attached as Exhibit K.

ii. Pilot Outreach and Education

The Company will target its TOB pilot marketing at high energy users and high energy burden customers including customers living in and property owners of single and multifamily rental buildings, with a particular focus on Minneapolis Green Zones[30]. TOB pilot messaging will be aligned with CIP and Energy Assistance Services so that customers are able to make well informed choices about the services and resources that will work best for them. Although Minneapolis and CenterPoint Energy do not propose to prevent low-income customers from participating in the TOB pilot, we will take steps in the marketing of the TOB pilot and in participant disclosures to inform customers about income-qualified offerings and encourage income-qualified customers to take advantage of no-cost options rather than the TOB pilot.

[28] Participant dwelling units.
[29] More detail on Ameren's program was provided in Minneapolis and the Company's June 1, 2021 filing.
[30] Minneapolis designated communities that have been deeply affected by pollution, racism and other factors.

iii. Prioritization of Indigenous, Black, Latinx, and Asian American Participation

Minneapolis and the Company plan to partner with the Peer Learning Efficiency Cohort, a group formed to help move energy efficiency programs to more just and equitable outcomes for communities of color, renters, and households with low incomes. The Company and Minneapolis will engage this group as we consider outreach and engagement in Minneapolis Green Zones and Areas of Concentrated Poverty[31] to inform residents and property owners of their options to improve the efficiency of their residences.

iv. Pilot Costs and Cost Cap

CenterPoint Energy estimates the total TOB Pilot cost to be approximately $14.8 million. If a spending cap is achieved each year, we estimate that the TOB pilot will cost a total of $25.7 million. These total costs are proposed to be recovered in part from ratepayers and in part from TOB pilot participants.

Table 4: Summary of Total Costs

Item	Spending Estimate ($)	Spending Cap ($)
Start-Up Activities[32]	1,756,500	1,756,500
Energy Upgrade Investment[33]	7,500,000	15,000,000
Utility Rate of Return on Energy Upgrades[34]	3,339,000	6,678,000
Pilot Delivery[35]	2,221,500	2,221,500
Total	14,817,000	25,656,000

CenterPoint Energy estimates $9.2 million total TOB Pilot costs recovered from participants, or $17.5 million if the spending cap is reached each year. The Company estimates a range of ratepayer costs to be between $5.6 to $23.9 million or about $0.02 to $0.10/month on average for a typical residential customer over 15 years of cost recovery based on different scenarios. See Exhibit L for a full description of the estimated pilot costs.

[31] Government defined and designated geographic areas of socio-economic deprivation.
[32] See Exhibit L, Table 5.
[33] Assumes $5,000/project based on the average cost of the attic and wall insulation projects rebated by the Company's residential Air Sealing and Insulation CIP project.
[34] Based on Utility Rate of Return (7.42%) over 12 years.
[35] See Exhibit L, Table 6.

v. Costs Borne by Participants

The table below describe costs to be borne by participants. Additional detail on costs is provided in Exhibit L.

Table 5: Costs Borne by Participants		
Cost Item	**Cost per Participant**	**Total Estimated Program Cost**
On-Site Energy Assessment and Energy Modeling	$100	$187,500
Program Administration Services	$475	$712,500
Energy Upgrade Investment	$5,000 (Average)	$7,500,000
Utility Rate of Return on Energy Upgrade Investment (2.5%[36])	$750	$1,125,000
Total	$6,325	$9,525,000

The Company expects to leverage an estimated $450,000 of CIP Home Energy Squad program spend for the TOB pilot on-site energy assessment and direct install services as well as a range of $750,000-$1,500,000 in CIP incentives, particularly Home Insulation Rebates's Instant Rebates, to help projects meet TOB pilot cost-effectiveness thresholds. Any funds leveraged by CIP to support TOB pilot projects will be excluded from the company's capital investment recovered by TOB participants.

vi. Costs Borne by Ratepayers

CenterPoint Energy estimates the following ratepayer costs for a year of start-up activities, three years of active Pilot Delivery, and an additional twelve years of cost recovery activities. The cost breakdown does not include costs to be recovered from participants. A more detailed breakdown of TOB pilot costs is included in Exhibit L.

Table 6: Estimated TOB Pilot Total Costs Borne by Ratepayers	
Cost Item	**Total Estimated Cost**
Start-Up Activities	$1,756,500
Pilot Delivery	$2,221,500
Utility Rate of Return on Energy Upgrades (4.92%[37])	$2,214,000

[36] Based on participant portion of the Company's rate of return (7.42%) where ratepayers are allocated 4.92% and participants are allocated 2.5%.

[37] Based on ratepayer portion of the Company's rate of return (7.42%) where ratepayers are allocated 4.92% and participants are allocated 2.5%.

Total with Defaults (4%)	$5,637,000
Total with Unrealized Savings (100%)	$14,817,000
Average Monthly Residential Rate Impact	$0.02-0.10

Minneapolis and the Company propose an investment cost cap of $5 million each year. This cap would apply to utility investment in energy upgrades installed through the TOB pilot but not to start up or administrative costs to operate the pilot. While the Company does not anticipate reaching this spending cap in the three years of the pilot delivery, it will notify the PUC if spending reaches $4 million before the first annual report is due.

The Company will continue to explore opportunities during start-up and implementation to reduce costs, including opportunities to use lower cost capital to fund energy upgrades.

The total TOB pilot costs borne by ratepayers equates to an average monthly residential rate impact of approximately $0.02 to $0.06. If the spending caps are reached during the 3-years of pilot delivery the monthly residential rate impact would be $0.03 to $0.10.

C. Anticipated TOB Pilot Benefits

The social benefit of achieving these goals could bring between $3.3 to $10.9 million in ratepayer benefits through avoided natural gas and electric usage and capacity needs and avoided social costs of carbon. For the quantification of these benefits see Exhibit M. The annual goal represents a potential incremental increase of up to 8,000 or 26,000[38] dekatherms to the Company's annual CIP natural gas savings of 1.95 million dekatherms.[39]

D. Pilot Administration

CenterPoint Energy and Minneapolis propose that CenterPoint Energy will select a program operator via a request for proposal ("RFP") process for the majority of TOB pilot delivery services. See Exhibit N for a proposed scope of work and program operator qualifications to be used for the program operator RFP. Some of the tasks that the program operator will be responsible for include:

- Educating interested customers about the TOB pilot, CIP, and no-cost efficiency options for income qualified customers;
- Conducting home energy assessments and using software to model energy savings potential to determine TOB pilot eligibility;
- Working with customers who qualify for TOB pilot and wish to move forward to ensure customer understanding of the program terms;

[38] Assumes 100% of TOB pilot participants save between 16-52 Dth/project and would not have otherwise participated in CIP.
[39] 2018-2020 annual average CIP natural gas savings

- Working with customers wishing to move forward to execute all required contracts and obtain all necessary consent forms;
- Arranging for installation of all qualifying energy upgrades in participating properties;
- Conducting at least one billing analysis one-to-two years after energy upgrade installation to confirm realization of savings;
- Investigating any situations in which savings are not being realized to determine the cause; and
- Arranging for the repair of malfunctioning energy upgrades installed through the TOB pilot.

If the TOB pilot is approved, the search and selection of the pilot vendor will be one of the first tasks associated with the program startup and design.

E. Customer Consent Process and Process by which to Inform Future Participants

Before a location can enroll in the TOB pilot, the Company will require its program operator to obtain consent from the property owner and all CenterPoint Energy natural gas customers residing at the location who will benefit from the energy upgrades installed. The property owner must sign a Participant Owner Agreement describing the terms of the TOB pilot and any renters at the location who are CenterPoint Energy customers will sign Participant Renter Agreements. See draft agreements attached to this filing as Exhibits G and H.

In addition to the contracts, the program operator will provide incoming participating customers and property owners with a reader friendly overview of program terms to ensure their understanding[40]. Contracts and other customer-facing pilot materials will be available in English, Spanish, Somali, and Hmong.

The participating owner is required, under the terms of the Participant Owner Agreement, to obtain any future owner's signature on a Successor Owner Notice and Acknowledgment and to obtain any future renter's signature on a Successor Renter Notice and Acknowledgement prior to entering into a lease or sales agreement. See draft notices attached to this filing as Exhibits I and J. The Participant Owner Agreement states: "Failure to obtain the signature on a Successor Renter Notice and Acknowledgment or failure to obtain the signature on a Successor Owner Notice and Acknowledgment from a successor if required by the Utility will constitute the Owner's acceptance of consequential damages and permission for a renter or purchaser to break their lease or purchase agreement without penalty."

[40] See Exhibit F.

F. Cost-Effectiveness Test to Determine Project Feasibility

Properties are eligible to participate if the program operator can identify cost-effective natural gas energy efficiency upgrades. Energy upgrades will be considered cost-effective if the participating customers' annual program charges are 80 percent or less of the estimated weather-normalized annual electric and gas bill savings that will result from the upgrades. See Exhibit O for an example cost-effectiveness calculation. Estimated energy savings will be determined by the program operator using energy modeling software and following an on-site energy assessment of the location. During the on-site energy assessment, the program operator will conduct a blower-door test, determine the quality of any existing insulation, collect data about the efficiency levels of existing appliances, and record general characteristics of the home. This data will be input into energy modeling software to determine more accurately the energy savings potential of various energy upgrades.

Several stakeholders expressed a keen interest in what energy modeling software would be used and exactly how estimated energy savings would be calculated. Minneapolis and the Company propose to require the program operator, selected via RFP, to provide the modeling software, and therefore details regarding the modeling software are not available at this time. We agree with stakeholders, however, that it will be important for estimates to be as accurate as possible, so a key consideration in selecting the program operator will be the quality of the energy modeling software and estimating protocols that the program operator will propose.

G. Eligible Measures and Inclusion of Ancillary Electric Savings

The measures or upgrades that will be eligible in the proposed pilot include any residential or multi-family application of the natural gas saving measures listed in the Minnesota Technical Resource Manual or otherwise included in a current version of CenterPoint Energy's CIP Triennial Plan. A full list of eligible measures is provided in Exhibit P.

Minneapolis and the Company propose that ancillary electric energy savings be included in the cost-effectiveness calculation for determining project eligibility. For example, air sealing is a gas savings measure in gas heated homes in Minnesota, however, there are also electricity savings associated with air sealing air-conditioned homes. Air sealing is an eligible energy upgrade under the Company and Minneapolis's TOB pilot and accordingly ancillary electric savings from air sealing would be counted when determining cost-effectiveness. Minneapolis and the Company also propose to include electric measures that are frequently installed at the same time as gas measures, such as an air conditioner installed along with a furnace, in the cost-effectiveness determination. On the other hand, measures that do not save gas and are not normally installed along with gas measures, such as, for example, refrigerator upgrades, are not eligible for participation in the proposed program.

In order to qualify projects on the basis of electric energy savings and confirm realization of savings, it will be necessary for the TOB pilot program operator to obtain consent from participating customers and/or property owners to obtain electric bill information.[41]. This will be a required element of pilot participation.

Minneapolis continues to be interested in including electric-only measures in a future iteration of the TOB pilot. Xcel Energy has been an active participant in stakeholder conversations about the TOB pilot and Minneapolis hopes that Xcel Energy will be willing to engage as a full program partner in the future.

H. Annual Confirmation of Energy Savings and Corrective Steps

The program operator will conduct at least one billing analysis for each participating location after one year of pilot participation. The program operator will review gas and electric bills for each participating customer at a location and confirm that the total annual gas and electric bills for each customer decreased, on a weather-normalized basis, during the first year of program participation. If the program operator determines that savings were not realized they will conduct an investigation to determine the cause.

- If the program operator determines that savings did not materialize due to a malfunction of measures installed, the program operator will arrange to have the equipment repaired.
- If the program operator cannot determine why savings did not materialize, CenterPoint Energy will terminate the location's participation in the program and waive remaining charges.
- If the program operator determines that savings did not materialize due to a major change in participant behavior or because a participant deliberately or negligently caused damage to the installed measures, TOB pilot charges will continue for the customer. Any reasonable uncertainty about the cause of a lack of energy savings will be resolved in favor of the customer.

A similar billing analysis and investigation will be conducted whenever a participating customer is in danger of disconnection, as discussed above, or upon customer request.

I. Participant Disconnection Process

Generally, TOB pilot participants will be subject to disconnection if they do not remain current on their gas bill charges including TOB pilot charges. The TOB pilot should lower participant's overall bills, therefore, risk of disconnection should be lower for participants than for other customers; this has been the experience of utilities operating TOB programs in other states.

[41] See Exhibit E.

However, to address stakeholder concerns about the potential for disconnection, Minneapolis and the Company are proposing several additional protections for TOB pilot participants.

The Company's standard disconnection process is summarized by the table below:

Table 7: CenterPoint Energy Standard Disconnection Process		
Step	**Billing Cycle Timing**	**Description**
1	Invoice one day past due	Reminder via an automated call
2	If still not paid when next month's invoice is issued	Late fee, shutoff letter mailed to service address occupant
3	Day 1 after invoice	Notice mailed to service address occupant
4	Day 2 after invoice	Second reminder via an automated call
5	Day 8 after invoice	Predictive dialer call to connect customer with a customer representative
6	Day 11 after invoice	Issue disconnect order to the field
7	Next several days	Disconnection is completed

VI. Annual Evaluations and Third-Party Review

Minneapolis and the Company propose that the Company will file annual TOB pilot evaluation reports including:

1) Low-income participation;

2) The costs of the pilot to date;

3) The number of participants served and the average cost per energy upgrade installed;

4) Estimated greenhouse gas emissions avoided;

5) Estimated electric and natural gas savings;

6) The cost-effectiveness of the program in achieving greenhouse gas reductions and savings; and

7) Viable alternatives that have become available during the course of the pilot.

Minneapolis and the Company propose to conduct a third-party evaluation of the TOB pilot during its second year of operation. The Company will select an experienced energy efficiency program evaluator via request for proposal process. The evaluator will not be the program operator. The evaluator will investigate and report on at least the following questions:

- Whether the TOB pilot is successful at encouraging installation of energy saving upgrades;

- What barriers exist to TOB pilot participation for renters and moderate income households;
- Whether the TOB pilot is cost-effective for the utility; and
- Whether there are reasonable modifications that would allow more projects to qualify for TOB pilot inclusion under the 80% rule.

VII. TOB Interaction with CIP Programming

Energy upgrades installed through the TOB pilot will be eligible for all applicable CIP rebates. Rebates will be used by the program operator to reduce total costs to be financed. The participating customer(s) and/or building owner will also agree to allow the program operator to seek all applicable rebates from the customer's electric utility to reduce the total cost to be financed. The Company estimates leveraging $750,000-$1,500,000 of CIP Air Sealing & Insulation Instant Rebates or $500-$1,000 per participant.

Minneapolis and the Company propose to leverage Home Energy Squad services to reduce costs to TOB pilot participants. CenterPoint Energy's Home Energy Squad project provides home audits and direct install measures. The TOB pilot program operator will coordinate with HES providers to deliver the equivalent TOB pilot services.

For customers that first engage with the Home Energy Squad and subsequently seek to participate in the TOB pilot, CenterPoint Energy's Home Energy Squad vendor will provide data about the location to the TOB pilot program operator including blower door test results, direct install measures installed, and information about home characteristics, to reduce the work that will need to be completed by the program operator. When the customer engages with the TOB pilot program operator first, the Company and Minneapolis propose that the Company's CIP will pay for all direct install measures normally paid for during a Home Energy Squad visit and for a portion of audit costs equal to the ordinary payment for a similar Home Energy Squad audit. The Company estimates leveraging about $450,000 of CIP Home Energy Squad services or about $300 per participant.

VIII. Proposed Cost Recovery and Methodology to Track the Program Costs and Revenues

Minneapolis and CenterPoint Energy request that the Commission authorize the Company to defer and establish a tracker for ongoing operations and maintenance ("O&M") costs, depreciation expense, and return on investment less any costs that are recovered from pilot participants. Qualifying project costs will be added to the tracker as they are completed. Participant rate of return will be calculated at 2.5% and a ratepayer rate of return will be calculated at the Company's authorized rate of return less 2.5%. Additional O&M costs and uncollectible participant expense will also be accumulated in the tracker, with the estimated ratepayer return, ratepayer O&M, participant uncollectible expense, and previous over/under

collections collected from ratepayers on a per therm charge and the participant return and O&M accounted for in the participants monthly charge. See Exhibit Q for a proposed tracker format. The Company proposes to establish a rider for recovery of these costs following one year of program operation based on the tracker balance and forecasted program costs and revenues.[42] CenterPoint Energy proposes to establish separate internal orders for all program cost and revenues to ensure that they are maintained separately and double recovery through CIP or another mechanism does not occur.

The purpose of deferred accounting is to "hold utilities harmless when they incur out-of-test year expenses that, because of their nature or size, should be eligible for possible rate recovery as a matter of public policy."[43] Deferred accounting is also sometimes permitted when utilities incur sizeable expenses to meet important public policy mandates.[44] The Commission has stated that to be eligible for deferred accounting, costs should be: (1) related to the utility operations for which ratepayers have incurred costs or received benefits; (2) significant in amount; (3) unforeseen, unusual, or extraordinary items; and (4) subject to review for reasonableness and prudence.[45] Each of these four criteria is met here and the TOB pilot would serve the important public policy mandate of achieving energy savings.

A. Related to Utility Operations for Which Ratepayers have Received Benefits

The proposed TOB pilot is a utility service which will be governed by a tariff and lead to specialized charges on natural gas bills for some customers. Ratepayers may benefit from the program by participating. Non-participating customers may benefit from increased energy efficiency and lower greenhouse gas emissions in their communities.

B. Significant in Amount

CenterPoint Energy estimates costs for the three-year pilot to total $14,817,206 to $25,656,000. For comparison, CenterPoint Energy spends approximately $35 million each year on its CIP. Accordingly, the TOB program would represent a substantial increase in overall energy efficiency spending.

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[42] The Company also anticipates requesting $200,000 for O&M start up costs in our rate case to be filed this fall.

[43] *In the Matter of a Request by Interstate Power and Light Company for Approval of Deferred Accounting Treatment for Costs Related to the 2008 Flood*, Docket No. E,G-001/M-08-728, Order Authorizing Deferred Accounting Treatment Subject to Conditions at 1-2 (Apr. 23, 2009).

[44] *In the Matter of the Petition of Northern States Power Company for Deferred Accounting Treatment of Costs Relating to Identifying and Eliminating Sewer/Natural Gas Line Conflicts,* Docket No. G-002/M-10-422, Order Granting Deferred Accounting Treatment Subject to Conditions and Reporting Requirements, at 1 (Jan. 12, 2011).

[45] *In the Matter of a Petition for Approval of Deferred Accounting Treatment of Costs Related to the 2016 Storm Response and Recovery*, Docket No. E015/M-16-648, Order Denying Petition for Deferred Accounting Treatment at 2 (Jan. 10, 2017).

C. Unusual or Extraordinary

As the first TOB pilot operated in the state, this program is unlike anything previously offered by any Minnesota utility. It will require a significant investment by CenterPoint Energy to adjust systems and processes to offer this unique program.

D. Subject to Review for Reasonableness

The Company acknowledges that its expenses on a Commission-approved TOB pilot will be subject to review for reasonableness in a future recovery proceeding.

E. Important Public Policy Mandate

The legislature has made it clear that pursuing energy efficiency is an important public policy mandate. Minnesota Statute § 216B.2401 states that “cost-effective energy savings are to be preferred over all other energy resources” and “the legislature further finds that cost-effective energy savings should be procured systematically and aggressively.”

IX. Conclusion

CenterPoint Energy and Minneapolis thank the Commission and stakeholders for their consideration of this proposal. We believe that this program may serve customers who are not being served by existing programs and look forward to continued discussion of this topic.

STATE OF MINNESOTA
BEFORE THE MINNESOTA PUBLIC UTILITIES COMMISSION
121 Seventh Place East, Suite 350
St. Paul, MN 55101-2147

Katie Sieben	Chair
Valerie Means	Commissioner
Matt Schuerger	Commissioner
Joseph Sullivan	Commissioner
John Tuma	Commissioner

In the Matter of a Petition by CenterPoint Energy and the City of Minneapolis to Introduce a Tariffed On Bill Pilot Program	Docket No. G-008/M-21-377 **PETITION**

Summary of Filing

CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas, ("CenterPoint Energy") and the City of Minneapolis ("Minneapolis") submit a Petition to introduce a Tariffed On Bill ("TOB") Pilot. Under the proposed pilot, customers and building owners could select to have CenterPoint Energy install cost-effective gas efficiency measures in their homes. Customers would pay for the measures installed and a portion of the Company's approved rate of return over time via their gas bills. A portion of program costs would be subsidized by all customers. CenterPoint Energy and Minneapolis propose that program costs, in excess of revenues, be deferred for recovery consideration in a later proceeding.

Exhibit A: February 11, 2021 Memorandum from Minneapolis Describing Objectives for Proposed Pilot Program

September 1, 2021

Minneapolis
City of Lakes

MEMORANDUM

To: Amber Lee, Brad Tutunjian, Bria Shea, John Marshall

Cc: Clean Energy Partnership Planning Team and Energy Vision Advisory Committee (EVAC)

From: Mayor Jacob Frey, Council Member Cam Gordon, Council Member Jeremy Schroeder, Council Member Steve Fletcher

Date: February 11, 2021

Subject: City of Minneapolis principles and objectives for an energy efficiency pilot program

Minneapolis appreciates CenterPoint and Xcel's on-going interest in and support for advancing a tariffed on bill pilot program proposal to the MN Public Utilities Commission (PUC), including commitments made in the 2019-2021 Clean Energy Partnership Work Plan. We also appreciate the broad consensus we heard at the PUC hearings on January 12 and 14, 2021 regarding the need to more equitably serve a broader set of customers with clean energy programs that reach renters, low- and moderate-income households, and communities of color.

Minneapolis looks forward to continuing to work collaboratively with CenterPoint and to re-engaging Xcel to fulfill the goals outlined in our mutually adopted Clean Energy Partnership Work Plan and to meet the requirements of the pending Order from the MPUC.[1] In fulfillment of the CenterPoint/City of Minneapolis Decision Option 1a from the Jan. 14, 2021 hearing,[2] this Memo includes a summary of City of Minneapolis' objectives for a new pilot program proposal.

Based on the interest in electricity measures and electricity savings expressed by Commissioners during the January hearings, Minneapolis requests the active engagement of both our utility partners, CenterPoint and Xcel, as we develop a new filing due within 90 days of the Commission Order.

[1] Docket 19-524, Order Pending.

[2] Require CenterPoint and City of Minneapolis to submit a filing in a new docket within 90 days of the Commission order to allow for development of the CenterPoint Energy and City's proposal in greater detail and to provide a forum for review by interested parties and stakeholders... The filing shall: a. Outline the objectives of the City's proposed pilot...

The City of Minneapolis holds these principles and objectives for a residential clean energy pilot program filed with the Public Utilities Commission in fulfillment of the pending PUC Order:

- Independent certification that the recommended energy upgrades are appropriate, and savings estimates exceed payments in both the near- and long-term for an individual program participant:
    - The monthly charge must be lower than the measure's estimated savings and it remains on the bill for that location until all costs are recovered
    - Analysis must be completed by an independent third party (the program operator) who does not have a financial interest in a customer's participation
- No up-front payment and no debt obligation to participate.
- Analysis performed on site, customized for each particular home
- Allows both gas and electricity measures to comprehensively count toward savings
- Allows comprehensive upgrades (both gas- and electricity-savings) to be completed
- A review of the customer's realized savings at the end of the first year, at minimum
- A third party advocate for a participating customer if estimated savings don't materialize.
- Allows for payment over time, but unlike a loan, the payment obligation ends when occupancy ends or if the measure fails
- Terms are cost-based, non-discriminatory, just, reasonable, and fair for participants and non-participants
- Program operator must offer information to interested customers about programs for income eligible customers
- Participants must be allowed to access existing CIP programs or other incentives available to them
- Program must serve the needs of more Minneapolis residents, including interested renters and low-income customers, who have opportunities for cost effective upgrades
- Program participation does not require personal debt/credit worthiness
- Cost of financing is such that it does not burden participants or non-participating customers
- Contractors and workers are compensated fairly for their work
- Participation reduces energy burden and reduces risk of disconnection
- To the extent possible, the program coordinates with reputable local training efforts, such as the CIP Workforce development
- Program outreach should prioritize BIPOC, Green Zone, and low-income households
- Program includes adequate consumer protections
- Program can be expanded to other geographies
- Program should be of a scale and size so as to have a meaningful impact on energy burden, customer savings, and achievement of City Climate Action Goals

Exhibit B: Summary of Stakeholder Engagement

September 1, 2021

TARIFFED ON BILL PILOT – INTERESTED PARTIES MEETING

April 14, 2021 10:00am-12:00pm via Microsoft Teams

Agenda

1. Introductions 10:00am

2. Meeting Purpose (CenterPoint Energy) 10:10am
   To consult interested parties in the development of a Tariffed On-Bill (TOB) Pilot

3. Minneapolis Objectives & Model Tariff (City of Minneapolis) 10:20am

4. TOB Community Origins (Community Power) 10:35am

5. TOB Pilot Considerations 10:40am

   a. What is the proposed scope of a TOB pilot?
   b. How would regulatory oversight be structured for a TOB Pilot?
   c. How would a TOB pilot interact with Minnesota's Conservation Improvement Programs?
   d. How would disconnection for utility bill non-payment work for a TOB pilot participant?
   e. How would participants and potential participants be properly noticed under a TOB pilot?

6. Next Step Options for Interested Parties 11:50am

   a. Submit written comments to Minneapolis & CenterPoint Energy by April 21
   b. Request follow up conversations in 1 on 1 or small group settings as needed.

Meeting Contacts:
CenterPoint Energy
Emma Schoppe, Local Energy Policy Manager
emma.schoppe@centerpointenergy.com
612-321-4318

City of Minneapolis
Stacy Miller, Sustainability Program Coordinator
Stacy.miller@minneapolismn.gov
Ph: 612-673-3110

Meeting Hosts

City of Minneapolis	**CenterPoint Energy**
Kim Havey, Director, Sustainability	Emma Schoppe, Local Energy Policy Manager
Stacy Miller, Program Coordinator	Erica Larson, Counsel
	Seth DeMerritt, Manager, Regulatory Affairs
	Amber Lee, Director, Regulatory Affairs
	Al Swintek, Manage Local Government Relations

Meeting Participants

No.	Contact	Organization
1	Becky Olson	Center for Energy and Environment
2	Chris Duffrin	Center for Energy and Environment
2	Audrey Partridge	Center for Energy and Environment
3	Annie Levenson-Falk	Citizens Utility Board
4	Brian Edstrom	Citizens Utility Board
5	Holmes Hummel	Clean Energy Works
6	Alice Madden	Community Power
7	Tammy Agaard	EEtility
8	Adam Zoet	MN Department of Commerce
9	Anthony Fryer	MN Department of Commerce
10	Chris Davis	MN Department of Commerce
11	Laura Silver	MN Department of Commerce
12	Pam Marshall	Energy Cents Coalition
13	John Farrell	Institute for Local Self Reliance and Minneapolis Energy Vision Advisory Committee
14	Ron Elwood	Legal Aid
15	Stephen Bickel	Liberty Homes
16	Amelia Vohs	MN Center for Environmental Advocacy
17	Peter Scholtz	MN Office of Attorney General
18	Richard Dornfeld	MN Office of Attorney General
19	Patty O'keefe	Sierra Club and Minneapolis Energy Vision Advisory Committee
20	James Owen	Renew Missouri
21	Jim Strommen	Suburban Rate Authority
22	Bridget Dockter	Xcel Energy
23	Jeremy Petersen	Xcel Energy
24	Sara Barrow	Xcel Energy

TARIFFED ON BILL PILOT – MEETING FOR INTERESTED PARTIES ON PARTICIPANT NOTICING & DISCLOSURE

July 16, 2021 10:00am-12:00pm via Microsoft Teams

Agenda

1. Introductions 10:00am
2. TOB Background and Meeting Purpose (City of Minneapolis) 10:15am
3. Walkthrough TOB Participant Engagement w/ Focus on Noticing and Disclosure (CenterPoint Energy) 10:20am
4. Questions and Discussion on Noticing & Disclosure 10:40am
5. Next Steps 11:50am
6. Meeting Close 12:00pm

Meeting Contacts:
CenterPoint Energy
Emma Schoppe, Local Energy Policy Manager
emma.schoppe@centerpointenergy.com
612-321-4318

City of Minneapolis
Stacy Miller, Sustainability Program Coordinator
Stacy.miller@minneapolismn.gov
Ph: 612-673-3110

Meeting Hosts

City of Minneapolis	**CenterPoint Energy**
Kim Havey, Director, Sustainability	Emma Schoppe, Local Energy Policy Manager
Stacy Miller, Program Coordinator	Erica Larson, Counsel
	Seth DeMerritt, Manager, Regulatory Affairs
	Amber Lee, Director, Regulatory Affairs
	Al Swintek, Manage Local Government Relations

Meeting Participants

No.	Contact	Organization
1	Becky Olson	Center for Energy and Environment
2	Chris Duffrin	Center for Energy and Environment
3	Mike Bull	Center for Energy and Environment
4	Brian Edstrom	Citizens Utility Board
5	Holmes Hummel	Clean Energy Works
6	Alice Madden	Community Power
7	Anthony Fryer	MN Department of Commerce
8	Adam Zoet	MN Department of Commerce
9	Laura Silver	MN Department of Commerce
10	Sue Pierce	MN Department of Commerce
11	Pam Marshall	Energy Cents Coalition
12	Ron Elwood	Legal Aid
13	Stephen Bickel	Liberty Homes
14	Jill Ferguson	Liberty Homes
15	Amelia Vohs	MN Center for Environmental Advocacy
16	Peter Scholtz	MN Office of Attorney General
17	Patty O'keefe	Sierra Club and Minneapolis Energy Vision Advisory Committee
18	Jim Strommen	Suburban Rate Authority
29	Bridget Dockter	Xcel Energy
20	Jeremy Peterson	Xcel Energy
21	Michelle Beaudoin	Xcel Energy

TARIFFED ON BILL PILOT – MEETING FOR INTERESTED PARTIES TO REVIEW DRAFT TARIFF

August 6, 2021 10:00am-11:30am via Microsoft Teams

Agenda

1.	Introductions	10:00am
2.	TOB Background and Meeting Purpose (City of Minneapolis)	10:15am
3.	TOB Review (City of Minneapolis)	10:20am
4.	TOB Proposed Scope (CenterPoint Energy)	10:25am
5.	Walkthrough Draft TOB Tariff (CenterPoint Energy)	10:30am
6.	Next Steps	11:20am
7.	Meeting Close	11:30am

Meeting Contacts:
CenterPoint Energy
Emma Schoppe, Local Energy Policy Manager
emma.schoppe@centerpointenergy.com
612-321-4318

City of Minneapolis
Stacy Miller, Sustainability Program Coordinator
Stacy.miller@minneapolismn.gov
Ph: 612-673-3110

Meeting Hosts

City of Minneapolis	**CenterPoint Energy**
Kim Havey, Director, Sustainability	Emma Schoppe, Local Energy Policy Manager
Stacy Miller, Program Coordinator	Erica Larson, Counsel
Jocelyn Bremer	Seth DeMerritt, Manager, Regulatory Affairs
	Al Swintek, Manage Local Government Relations

Meeting Participants

No.	Contact	Organization
1	Becky Olson	Center for Energy and Environment
2	Chris Duffrin	Center for Energy and Environment
3	Luke Hollenkamp	City of Minneapolis
4	Brian Edstrom	Citizens Utility Board
5	Holmes Hummel	Clean Energy Works
6	Alice Madden	Community Power
7	Marcus Mills	Community Power and Minneapolis Energy Vision Advisory Committee (EVAC)
8	Timothy DenHerder-Thomas	Cooperative Energy Futures and EVAC
9	Daisy Hernandez	Esperanza United
10	John Farrell	Institute for Local Self Reliance and EVAC
11	Emilie Bouvier	Minneapolis Area Synod
12	Adam Zoet	MN Department of Commerce
13	Laura Silver	MN Department of Commerce
14	Sue Pierce	MN Department of Commerce
15	Jessica Burdette	MN Department of Commerce
16	Becky Timm	Nokomis East Neighborhood Association
17	Pam Marshall	Energy Cents Coalition
18	Phits Nantharath	Lao Assistance Center of MN
19	Amelia Vohs	MN Center for Environmental Advocacy
20	Peter Scholtz	MN Office of Attorney General
21	Jon Kuskie	Piedmont Office Realty Trust and Building Owners and Managers Association (BOMA), EVAC
22	Patty O'keefe	Sierra Club and EVAC
23	Bobby King	Solar United Neighbors
24	Jim Strommen	Suburban Rate Authority
25	Jose Alvillar	Unidos MN
26	Bridget Dockter	Xcel Energy
27	Jeremy Peterson	Xcel Energy
28	Michelle Beaudoin	Xcel Energy
29	Sara Barrow	Xcel Energy
30	Kristen May	Xcel Energy
31	David Hueser	Xcel Energy

Exhibit C: Stakeholder Engagement Questions and Answers

September 1, 2021

Q&A about Tariffed On-Bill Investment in Efficiency Upgrades

As Proposed by Minneapolis and CenterPoint Energy

Prepared August 2021

This Q&A is a consolidation of inquiries raised in stakeholder consultations in 2020 and 2021.

Financial Feasibility of Tariffed On-Bill Investments

1. What is a tariffed on-bill investment in a building energy upgrade by a utility?

2. Are tariffed on-bill programs making loans to customers?

3. Are energy efficiency upgrades in MN financially feasible for heating loads under a tariffed on-bill program?

Consumer Protections

4. Should utility customers who are *eligible to receive* energy upgrades at no cost through a direct install program be excluded from opting into an inclusive utility investment program, such as a tariffed on-bill program based on Pay As You Save?

5. Can the program operator for a tariffed on-bill program refer participants to low-income programs to make sure they have access to even more cost-effective options?

6. Are there protections in place in other jurisdictions that have prevented tariffed on-bill investment programs from falling into some of the predatory pitfalls seen with Property Assessed Clean Energy (PACE) programs?

Notice of Upgrades & Cost Recovery to Successor Customers

7. A new customer may occupy a residence that has already been the subject of a tariffed on-bill investment. How have other states made sure that these customers, including renters, have notice?

8. Can the utility require a landlord that is not a utility customer to perform actions related to the program? For example, providing notice to tenants?

9. What is the interaction of tariffed on-bill investment programs and real estate law?

10. Is there a remedy for the next homeowner or tenant if they do not receive notice?

11. Has tariffed on-bill investment in home energy upgrades been discussed with realtors? If so, do they have any concerns?

12. Are statutory changes required for a tariff to apply automatically to a successor customer at a utility service location?

Disconnection

13. Can a participant be disconnected for nonpayment?

14. How would a policy of a moratorium on utility disconnections during the pandemic period affect cost recovery for tariffed on-bill programs based on the Pay As You Save system?

Utility interest in the upgrade

15. What rights does the utility or third-party financer have if a customer defaults on payments? Is there a scenario in which they could remove the upgrade?

16. Why would a utility not permit a customer to pre-pay a specific line item on the bill under the terms of a tariffed on-bill program?

17. How will the utility treat on its balance sheet the value of the equipment that it capitalizes through a tariff on-bill investment program?

Financial Feasibility of Tariffed On-Bill Investments

1. What is a tariffed on-bill investment in a building energy upgrade by a utility?

A utility proposes a tariff for a service it can offer, with approval from its regulator or oversight board, to pay for cost effective energy upgrades at a specific site under terms that include a site-specific cost recovery charge that is less than the estimated savings.

The charge applies automatically to successor customers at that site who benefit from the upgrade until cost recovery is complete.

2. Are tariffed on-bill programs making loans to customers?

No, participating customers do not incur a personal debt obligation; there is an obligation for participating customers and successor customers to pay a cost recovery charge on the utility bill until cost recovery is complete.

3. Are energy efficiency upgrades in MN financially feasible for heating loads under a tariffed on-bill program?

Yes, according to the University of Minnesota's Energy Transition Lab, which studied this question directly using data sourced from stakeholders in Minnesota in 2019, and its findings were presented to the MN PUC in a workshop held in spring of 2020.

The study concludes that in poorly insulated buildings, a tariffed on-bill investment program for weatherization upgrades – such as insulation and air sealing – would reduce the upfront cost of by more than 80% assuming a cost of capital of 2.5% from institutional sources.

Consumer Protections

4. Should utility customers who are *eligible to receive* energy upgrades at no cost through a direct install program be excluded from opting into an inclusive utility investment program, such as a tariffed on-bill program based on Pay As You Save?

Utilities offering tariffed on-bill programs do not collect income data from customers because their decision to offer the upgrade does not depend on customer income. Similarly, CenterPoint does not intend to collect income data from prospective program participants.

The program rules can require all customers interested in the inclusive utility investment program to be provided information, including contact information, for programs that provide no-cost upgrades to customers who meet income qualifications.

City of Minneapolis and CenterPoint believe that direct install programs for income-qualified customers remains essential. Given the unmet need for energy efficiency upgrades, it is also important that the pilot tariffed on-bill program is open to all residential customers who want to participate to increase access to energy efficiency upgrades for more people.

5. Can the program operator for a tariffed on-bill program refer participants to low-income programs to make sure they have access to even more cost-effective options?

Yes. There is precedent in North Carolina for a program operator to allow any prospective participant in a tariffed on-bill program to (1) self-identify as a person who would qualify for one of the available low-income programs and (2) allow the program operator to share their information with the program operators for the other programs.

Minneapolis and CenterPoint agree that this notification creates and opportunity for low-income program operators to serve the customer first. Customers can choose which program to participate in based on eligibility, estimated time for services, and other priorities.

6. Are there protections in place in other jurisdictions that have prevented tariffed on-bill investment programs from falling into some of the predatory pitfalls seen with Property Assessed Clean Energy (PACE) programs?

Tariffs approved for inclusive utility investment through tariffed on-bill programs include a provision that caps the cost recovery charge at 80% of the estimated savings resulting from the upgrades. (Some programs approved more than a decade ago set the cap at 90%.) Lack of such a protection allows PACE lenders to fund money-losing projects that worsen a participant's financial position.

Unlike, PACE programs, tariffed on-bill programs:

- are implemented by utilities that either operate their program directly or retain the service of a program operator. In either case, the program operator – not an installation contractor – determines the scope of upgrades at a site that are cost effective. This eliminates a conflict of interest evident when installation contractors write the scope of upgrades at a location.

- are not loans and they are not financially secured by a lien on a residential property. PACE is a loan program, and the debt obligation is secured by a senior lien placed on the property by a local government authorizing the program. Participants who cannot meet their debt obligation can lose the asset securing it (e.g. their home).

- The savings estimation methods are based on established best practices and subject to commission oversight.

Additional differences in consumer protection are also apparent in the field experience. To date, there have been no reported instances of disconnection for non-payment by utilities offering tariffed on-bill programs, with Pay As You Save® being the most common base model.

Notice of Upgrades & Cost Recovery to Successor Customers

7. A new customer may occupy a residence that has already been the subject of a tariffed on-bill investment. How have other states made sure that these customers, including renters, have notice?

The best practice for notice to successor customers was updated in 2019 by Energy Efficiency Institute, and the memo includes specific language recommended for renters.

8. Can the utility require a landlord that is not a utility customer to perform actions related to the program? For example, providing notice to tenants?

Only a landlord can permit a utility to capitalize upgrades at a property the landlord owns; renters cannot authorize such changes at a property. If the landlord agrees, the terms of that agreement include the requirement that the landlord notify successor tenants. The landlord has the option to decline the agreement, in which case the utility cannot serve the renters at that location.

9. What is the interaction of tariffed on-bill investment programs and real estate law?

Tariffed on-bill investments by a utility to lower the energy costs at a site do not involve making a loan to a customer or placing a senior lien on the property to secure such a loan, as do Property Assessed Clean Energy (PACE) loans and some personal loans.

The Hennepin County Recorder's Office conferred with the City of Minneapolis and concluded that utility investments to upgrade energy performance do not encumber the property, and therefore, notices of the upgrades would not be filed with property records.

10. Is there a remedy for the next homeowner or tenant if they do not receive notice?

For a prospective home buyer: A buyer who does not receive a notice from the seller prior to entering a purchase agreement may break that purchase agreement without penalty. If the sale goes through and the purchaser did not receive notice, the new homeowner may seek consequential damages from the previous owner.

For a prospective tenant: Prospective tenants who do not receive notice prior to signing a lease have grounds for ending the lease and moving to another location, which would terminate their obligation to pay any further site-specific cost recovery charges from the TOB investment.

The utility also notifies new customers at a location where it has capitalized a tariffed on-bill investment. That notification arrives once the new customer has opened their account, so it is a second method of notification.

11. Has tariffed on-bill investment in home energy upgrades been discussed with realtors? If so, do they have any concerns?

The Division of Sustainability for the City of Minneapolis has consulted with the Minneapolis Association of Realtors. Their initial reactions to the program are positive.

For reference, realtors and mortgage holders have not raised concerns in places where programs based on the Pay As You Save system are already offered. Of note, such programs do not involve liens on property.

12. Are statutory changes required for a tariff to apply automatically to a successor customer at a utility service location?

Attorneys for utilities and utility commissions or oversight boards in NH, KY, NC, AR, MO, TN, VA, and CA have tended to this type of inquiry within the context of their state law. Each found that changes to state statutes were not required for a tariff regarding site-specific upgrades and cost recovery to be automatically applicable to successor customers at a location.

Disconnection

13. Can a participant be disconnected for nonpayment?

Yes, in every tariff approved to date, the terms for non-payment are the same as applied to non-payment of other utility services and can include disconnection. We envision the same being true for this pilot. By design, the pilot program has a cost savings requirement for eligibility as a consumer protection. This means that participating customers are less likely to be disconnected because their energy bills are lower than they would otherwise be.

Utility interest in the upgrade

14. What rights does the utility have if a customer defaults on payments? Is there a scenario in which they could remove the upgrade?

Tariffed on-bill programs do not authorize repossession of upgrades in the case of non-payment. The utility has the same remedies for non-payment of tariffed on-bill program charges as they normally have for other unpaid utility charges (i.e. late fees and disconnection).

15. Why would a utility not permit a customer to pre-pay a specific line item on the bill under the terms of a tariffed on-bill program?

The model tariff defines the Program Service Charge in a tariffed on-bill program in a way that is similar to other charges for essential utility services. Utilities do not permit pre-payment of charges assessed for cost recovery of specific investments in supply, and the same is true in a program based on the Pay As You Save system. If a customer makes a lump sum payment to

the utility in excess of charges owing, it is assigned to the customer's account as a credit from which future bill payments are deducted.

Exhibit D: Proposed Tariff

September 1, 2021

TARIFFED ON-BILL FINANCING PILOT

Availability:
Service under this rate schedule is required for residential and multifamily building Customers occupying buildings that are participating in CenterPoint Energy's Tariffed On Bill ("TOB") program. These locations have qualified for and received certain natural gas energy efficiency upgrades ("Upgrades") paid for by CenterPoint Energy through the TOB program.

New Location Participation:
For a new location to be added to the TOB program:

1) A Customer living at the location or the property owner must request an on-site energy assessment of cost-effective upgrades and either remit $100 to CenterPoint Energy's TOB program operator as payment for that on-site assessment or certify that their household income meets current guidelines for the Minnesota Energy Assistance Program eligibility;
2) CenterPoint Energy's TOB program operator must determine that eligible Upgrades can be cost-effectively installed at the location;
3) All CenterPoint Energy customers living at the location and the property owner, if different, must sign either a Participant Owner Agreement or a Participant Renter Agreement, as applicable;
4) The property owner must cooperate with CenterPoint Energy's TOB program operator and any contractors employed by that operator for the installation the Upgrades and a post-installation quality assurance inspection by the TOB program operator.

Program Services Charge:
CenterPoint Energy will recover the costs for its investments, including a portion of its approved rate of return, and a $475 program operation fee through a fixed monthly TOB program service charge ("Service Charge") assigned to the location where Upgrades are installed and paid by Customers occupying that location until all CenterPoint Energy costs have been recovered. Service Charges will also be set for a duration not to exceed 80% of the estimated life of the upgrades and in no case longer than twelve years. If Program Charges are temporarily suspended for any reason or CenterPoint Energy has no customer at the location for a period of time, the term of recovery may be extended for an equivalent period of time. The portion of the approved rate of return to be recovered from participants is 2.5%.

Successor Customers:
Before a new location may be enrolled in the TOB program, the owner of the property must agree to require any successive owner, or any future tenant who will be a Customer at the location, to sign a Successor Owner Notice and Acknowledgment or Successor Renter Notice and Acknowledgement, as applicable, providing notice to successor customers of that location's enrollment in the TOB program. The property owner agrees that failure to obtain applicable signatures on the Successor Owner Notice and Acknowledgment or Successor Renter Notice and Acknowledgment is grounds for termination of a purchase or lease agreement by the prospective purchaser or renter without penalty and that the owner is subject to any consequential damages resulting from failure to provide the applicable notices. CenterPoint Energy will also inform new customers at a property that their bill will include TOB Service Charges when they sign up for gas service.

Conservation Improvement Program Incentives:
CenterPoint Energy's TOB program operator will use any CenterPoint Energy or electric utility rebates available for energy efficiency projects to reduce its upfront costs for the Upgrades.

Cost-Effectiveness:
Recommended Upgrades shall be limited to those where the estimated Service Charges, are no greater than 80% of the estimated annual savings to a participating Customer based on current retail rates for gas and electricity. In order to qualify a project that is not otherwise cost-effective for the TOB program, Customers and/or the property owner may agree to pay the portion of an Upgrade's cost that prevents it from qualifying for the TOB program as an upfront payment to CenterPoint Energy's TOB program operator. Funding may also be available from government, non-profit, or other sources to help projects to qualify.

TARIFFED ON-BILL FINANCING PILOT (continued)

Existing Buildings:
Projects that address upgrades to existing buildings that CenterPoint Energy's TOB program implement deems unlikely to be habitable or to serve their intended purpose for the duration of CenterPoint Energy's cost recovery do not qualify for participation in the TOB program unless the property owner or Customer can demonstrate that other funding is available to affect necessary repairs.

Cost Recovery:
No sooner than 45 days after approval of the upgrades by CenterPoint Energy's TOB program operator, the Customer shall be billed the monthly Service Charge as determined by CenterPoint Energy. CenterPoint Energy will bill and collect Service Charges until cost recovery is complete, except as described below. Prepayment of unbilled charges will not be permitted.

Eligible Upgrades:
A list of eligible Upgrades is maintained on CenterPoint Energy's website. Eligible Upgrades are those that are (1) available for Customers through CenterPoint Energy's Conservation Improvement Plan; (2) listed in the current version of the Minnesota Department of Commerce Technical Reference Manual as a natural gas savings measures; or (3) electric measures that are ordinarily installed along with an eligible gas measures slated to be installed at the location and listed in the current version of the Minnesota Department of Commerce Technical Reference Manual as electric savings measures. Upgrades that are available for no charge to Customers through the Company's Conservation Improvement Program may be installed through the TOB program and their estimated savings may be included in determining cost-effectiveness, but their costs shall not be included in the calculation of Service Charges.

Maintenance of Upgrades:
Participating Customers and building owners (if the Customer is not the building owner) must keep the Upgrades in place for the duration of Service Charges, maintain the Upgrades per manufacturers' instructions, and report any failure of any Upgrades to CenterPoint Energy and/or CenterPoint Energy's TOB program operator as soon as possible. Participating Customers and building owners must also agree to allow CenterPoint Energy and/or CenterPoint Energy's TOB program operator access to make repairs or adjustment to the Upgrades.

Assurance of Savings:
CenterPoint Energy's TOB program operator will conduct at least one billing audit between one and two years after installation of the Upgrades to confirm that the Upgrades are resulting in at least 80% of the estimated savings, on a weather-normalized basis. A Customer at the location and/or the property owner may request additional billing audits.

If a billing audit shows that at least 80% of the estimated energy cost savings are not being realized, CenterPoint Energy's TOB program operator shall investigate the cause of the lower-than-expected savings.

If CenterPoint Energy's program operator determines that the estimated energy savings are not being realized due to a change in behavior by occupants at the location or a change in building characteristics (e.g. a building expansion, new major appliances) CenterPoint Energy shall continue to assess Service Charges. Reasonable doubt as to the cause of a failure to realize savings shall be resolved in favor of the Customer.

If CenterPoint Energy's program operator determines that the estimated energy savings are not being realized due to a malfunction of the Upgrades, the program operator will arrange for repair of the Upgrades or CenterPoint Energy shall suspend future Service Charges or take other appropriate action. If CenterPoint Energy's program operator is unable to determine why the estimated energy savings are not being realized, CenterPoint Energy shall suspend future Service Charges or take other appropriate action.

TARIFFED ON-BILL FINANCING PILOT (continued)

Termination of Service Charge:
Service Charges will no longer be billed after the Company has recovered the cost of the Upgrades, a portion of its rate of return from Customers at the location, and a $475 program operation fee or as provided elsewhere in this Tariff or the Participant Owner Agreement or Participant Renter Agreement.

Vacancy:
If a location at which upgrades have been installed becomes vacant for any reason and gas service is disconnected, Service Charges will be suspended until a successor Customer takes occupancy. If a property owner maintains gas service at the location, the property owner will be billed Service Charges as part of any charges it incurs while service is turned on.

Tied to the Location:
Until Service Charges are terminated, as described above, the terms of this tariff shall be binding on any future Customer who shall receive service at the participating location,

Disconnection for Non-Payment:
The Service Charges shall be considered an essential part of the Customer's bill for gas service, and CenterPoint Energy may disconnect premise for non-payment of Service Charges, subject to any applicable Minnesota Public Utility Commission rules or policies.

Repairs:
If at any point while the location is a participant in the TOB program, CenterPoint Energy's program operator determines that the Upgrades are no longer functioning as intended, the program operator will undertake to determine whether the failure of the Upgrades was caused by the owner, customer, or other occupants at the building.

If the program operator determines that the failure of the Upgrades was not caused by the owner, customers, or other occupants at the building, CenterPoint Energy's program operator will arrange for repair of the Upgrades and CenterPoint Energy shall suspend service charges until repairs are complete.

If the program operator determines that the building owner, a customer, or another occupant at the location deliberately or negligently caused the Upgrades to fail, CenterPoint Energy may, in its discretion, seek to recover the costs of repairs from the property owner. If the program operator determines that the building owner, a customer, or another occupant at the location deliberately caused the Upgrades to fail, CenterPoint Energy may, in its discretion suspend the Service Charges and seek to immediately recover from the property owner all remaining Service Charges to complete cost recovery.

CenterPoint Energy

RATE SCHEDULES AND APPLICABLE PROVISIONS

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GAS SALES SERVICE

DEVELOPMENTAL SERVICES

TRANSPORTATION SERVICE

MISCELLANEOUS RIDERS AND ADJUSTMENTS

RNG INTERCONNECT SERVICE

TARIFFED ON-BILL FINANCING PILOT

V. RATE SCHEDULES AND APPLICABLE PROVISIONS

CENTERPOINT ENERGY (CONTINUED)

Transportation Service

Miscellaneous Riders and Adjustments

RNG Interconnect Service

Tariffed On-Bill Financial PILOT

Exhibit E: TOB Energy Assessment Request Form

September 1, 2021

TOB Pilot Energy Assessment Request Form Proposed Content

Thank you for your interest in the CenterPoint Energy [Tariff On-Bill (TOB) Program Name]. Please complete the form to request an energy assessment to see if you qualify.

1. Name
2. Property Address
3. CenterPoint Energy Account Number
4. Mailing Address if different from above
5. Phone Number
6. Email
7. Property Ownership:
    a. Own
    b. Rent
8. Type of Home
    a. Single Family
    b. Duplex
    c. Triplex/Fourplex
    d. 5+ Unit Multifamily
    e. Townhome
    f. Commercial/Industrial (Not Eligible)
9. Estimated Home Square Footage
    a. 0-500
    b. 501-1,000
    c. 1,001-1,500
    d. 1,501-2,000
    e. 2,001-2,500
    f. 2,501-3,000
    g. 3,000+
10. What year was your home built?
11. Is your home currently under renovation with missing ceiling/flooring/walls/windows?
12. Which of the following reasons are you interested in participating in TOB?
    a. To lower energy bills
    b. Improve value of home
    c. HVAC replacement
    d. Weatherization or Insulation
    e. Uncomfortable Home
    f. Health/Safety Concerns
    g. Other
13. Have you received a Home Energy Squad Visit in the past year?
    a. Yes
    b. No

14. Are you interested in learning more about no- or low-cost services for income-qualifying households?
    a. Yes
    b. No
15. Please upload an electric usage data release consent form or email a completed form to [email address]:
    a. Xcel Energy: https://gastransport.xcelenergy.com/staticfiles/microsites/gastransport/docs/PSCO/Non%20Critical/CO_-Billing&Payment-Consent-To-Disclose-Utility-Customer-DataForm-EN%20.pdf
    b. Minnesota Power: https://www.mnpower.com/CustomerService/ConsentToDiscloseUtilityCustomerData
    c. If your electric provider is not listed above, please input their name here and we will contact you about next steps:

Exhibit F: Reader-Friendly Description of TOB Rights and Obligations, CIP, and Income-Qualified Offerings

September 1, 2021

TOB Pilot Participation Check List

Thank you for your interest in the CenterPoint Energy [Tariff On-Bill (TOB) Pilot Name]. This document provides a list of things you should know before deciding to enroll in the program. CenterPoint Energy's Program Operator will describe these items to you in-person or over the phone. *This is not the Participant Agreement, which requires your review and signature prior to enrollment in CenterPoint Energy's TOB Pilot.*

☐ Energy Upgrades

CenterPoint Energy's [TOB Pilot Name] allows you to access CenterPoint Energy capital to invest in energy upgrades like insulation, air sealing, high efficiency appliances, and smart thermostats, at your home. In return, you repay CenterPoint Energy via a service charge on your bill for as long as you are a customer at the property or until the investment is paid in full. The service charge is calculated based on 80% of the estimated energy cost savings from your Energy Upgrade for 80% of the time your Energy Upgrade is expected to be effective. This means that while you are making payments on your energy bills towards the Energy Upgrade, your yearly energy costs will still be lower, and after you finish paying off the cost of the Energy Upgrade you will pay even less.

☐ Cost to Participate

Your cost to participate in CenterPoint Energy's [TOB Pilot Name] is unique to the scope of qualifying Energy Upgrades identified at your property via an On-Site Energy Assessment. The Participant Agreement describes the cost of Energy Upgrades, plus any added charges, and the eligible payment arrangement that can be applied to your utility bill under the terms of the TOB Pilot. You may have the option to make an upfront co-payment , or you may be eligible for co-payment assistance from a governmental entity or non-profit, however, you will not have an option to make partial or full payment once the Participant Agreement is signed.

☐ Moving?

You are only obligated to make payments as part of this program as long as you own or reside at the property or until the Energy Upgrade is paid in full. If you are the owner of the property, you must ensure that any successor owner or renter at the property is made aware of their obligation to make payments toward the Energy Upgrade by submitting a signed Successor Owner or Renter Notice and Acknowledgement form.

☐ Disconnection for Non-Payment

In the event you fall behind on your utility bill payment including the [TOB Pilot Name] Service Charge, you may be at risk of gas service disconnection. If you ever have trouble making payments on your utility bill, contact CenterPoint Energy right away for assistance at: 612-372-4727 or 800-245-2377.

☐ Alternative Options

Document to be provided in Spanish, Somali, and Hmong languages.

CenterPoint Energy's [TOB Pilot Name] is just one way to make energy saving improvements to your home. [TOB Pilot Name] Program Operator can help you understand alternative options to achieving your home efficiency goals, some of which may be available at a lower or no cost to customers meeting certain income qualifications. These opportunities are described on the following page in more detail.

Income-Qualifying Programs

If your household income meets the guidelines listed below, you may qualify for no-cost energy saving services including no-cost home energy audits, insulation and air sealing, heaters, boilers, and other major appliances.

HOUSEHOLD	ANNUAL INCOME	3 MONTH INCOME
1	$ 33,916	$ 8,479
2	$ 44,352	$ 11,088
3	$ 54,788	$ 13,697
4	$ 65,228	$ 16,307
5	$ 75,664	$ 18,916
6	$ 86,100	$ 21,525
7	$ 88,056	$ 22,014
8	$ 90,012	$ 22,503
9	$ 98,400	$ 24,600
10	$ 107,480	$ 26,870
11	$ 116,560	$ 29,140
12	$ 125,640	$ 31,410
13	$ 134,720	$ 33,680
14	$ 143,800	$ 35,950
15	$ 152,880	$ 38,220
16	$ 161,960	$ 40,490
17	$ 171,040	$ 42,760
18	$ 180,120	$ 45,030
19	$ 189,200	$ 47,300
20	$ 198,280	$ 49,570

Records 1-20 of 20

Visit MN Weatherization Assistance Program website for full income eligibility guidelines and how to apply for services.

CenterPoint Energy is dedicated to helping our income-qualified customers save energy, save money and live more safely and comfortably. For more information about income-qualified services visit [add url] or call [add phone number].

Document to be provided in Spanish, Somali, and Hmong languages.

Exhibit G: Participant Owner Agreement

September 1, 2021

PARTICIPANT OWNER AGREEMENT

THIS TARIFFED ON BILL PARTICIPANT OWNER AGREEMENT ("Agreement"), is made this ____ day of _____ by and between CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas ("Utility") and _____ ("Owner") (collectively the "Parties"), for the property located at _____ ("Property").

WHEREAS, Owner desires to have certain energy efficiency improvements ("Upgrades") made to its property;

WHEREAS, Utility is willing to pay for the installation and cost of the Upgrades through its approved Tariffed on Bill Tariff ("[Program Name]")[1] whereby the Utility is authorized to recover the cost of the Upgrades ("Upgrade Costs") from the current gas customer(s) at the Property and subsequent gas customers (collectively "Current and Future Customers") through Service Charges on Customer's gas utility bill ("Upgrade Service Charges");

WHEREAS, [Program Name] is delivered by a Program Operator under contract with Utility ("Program Operator") and the current Program Operator is _____ ;

<WHEREAS, Owner's tenant(s) is/are the Current Customer at the property and have agreed to enter into the Renter/Customer Agreement appended as Exhibit A;>

WHEREAS, Owner has provided an upfront Co-Payment to the Program Operator to compensate the Utility for a portion of the Upgrade Costs as specified below;

NOW, THEREFORE, each Party acknowledges and agrees as follows:

1. **UPGRADES:** Utility agrees to pay for the installation and cost of the Upgrades at the Property and is authorized to recover Upgrade Costs as set forth in this Agreement and in the tariff for [Program Name]. Owner agrees to allow Utility access to the Property for the installation, repair and inspection of the Upgrades upon reasonable notice.

   A. The Upgrades to be installed at the Property are:

   B. The Upgrade Costs are:

   C. The amount provided by upfront co-payment is:

[1] Found at CenterPoint Energy Minnesota Gas Rate Book, Section X, X Revised Page X.

D. The monthly Upgrade Service Charge, including the Utility's Cost of Capital,[2] and a $475 program operator fee is:

E. The total Upgrade Service Charges to be made during the financing term will be:

F. The estimated annual natural gas savings is (in therms and dollars):

G. The estimated annual electricity savings is (in kilowatt hours and dollars):

H. Average natural gas charges at the Property are (per therm):

I. Average electricity charges at the Property are (per kilowatt hour):

2. **TERM:** This Agreement will remain in effect until all Upgrade Costs have been recovered by the Utility or until this Agreement is otherwise terminated as set forth below. Upgrade Service Charges are set so that the Utility will recover the Upgrade Costs over XX years of regular payment. If there is no customer at the Property for a period of time, the Term of this Agreement will be extended for an equivalent period of time and the Utility will continue to collect Upgrade Service Charges from Current or Future Customers at the Property during that extended Term.

3. **PAYMENT OBLIGATION TIED TO LOCATION:** Owner acknowledges that pursuant to the tariff for [Program Name], Current and Future Customers at the Property are obligated to pay the Utility Service Charges for cost recovery as provided in this Agreement.

4. **NO PREPAYMENT:** Owner acknowledges that Upgrade Service Charges cannot be pre-paid. Any payment made to the Utility in excess of current charges will be held as a credit on the appropriate customer account and applied to charges as they become due. Utility will provide Owner with an accounting of Upgrade Service Charges received so far and remaining Upgrade Service Charges upon request.

5. **OWNER OBLIGATIONS:** Owner agrees that:

A. Owner will require any successive owner of the Property to sign a Successor Owner Notice and Acknowledgment in substantially the form attached as Exhibit B prior to of the execution of any purchase agreement and provide the signed Successor Owner Acknowledgement to the Program Operator within 30 days of execution;

B. Owner will obtain from any future tenant that will be a customer at the Property a signed Successor Renter Notice and Acknowledgement in substantially the form attached as Exhibit C prior to the execution of a lease or rental agreement and

[2] The Utility's full Cost of Capital is XX%; 2.5% is recovered through the Upgrade Service Charge.

provide the signed Successor Renter Notice and Acknowledgment to the Program Operator within 30 days of execution; and

C. Failure to obtain the signature on a Successor Renter Acknowledgment or failure to obtain the signature on a Successor Owner Acknowledgment from a successor if required by the Utility will constitute the Owner's acceptance of consequential damages in any action by a successor renter or owner related to [Program Name] and permission for a tenant or purchaser to break their lease or purchase agreement without penalty.

6. **DISCONNECTION FOR NON-PAYMENT:** Subject to any other Minnesota Public Utilities Commission or Utility rules or policies, the Upgrade Service Charges shall be considered as an essential part of the customer's bill for gas service, and the Utility may disconnect the Property for non-payment of Upgrade Service Charges under the same provisions as for any other utility service. Notwithstanding the foregoing, the Utility may not disconnect the Property for non-payment of Upgrade Service Charges if (i) the Customer is not in arrears on any other payment obligations (other than payments for Upgrade Service Charges) owed to the utility, subject to any payment arrangements in effect with that Utility and/or any other applicable regulatory or legislative consumer protections that would protect against disconnections; (ii) the Customer has, in good faith, notified the Program Operator in writing that the Upgrade must be repaired; and (iii) the Program Operator has not yet reached a determination pursuant to section 8 as to whether the Upgrades are functioning as intended and who is responsible for any failure of the Upgrades.

7. **MAINTENANCE OF UPGRADES:** Owner agrees to keep the Upgrades in place for the term of this Agreement, to maintain the Upgrades per manufacturers' instructions, and report the failure of any Upgrades to the Program Operator as soon as possible.

8. **REPAIRS:** Should Program Operator determine that the Upgrades are no longer functioning as intended, Program Operator will undertake to determine whether the failure of the Upgrades was caused by the Owner, Current or Future Customers, or other occupants at the Property.

A. If the Program Operator determines that the failure of the Upgrades was not caused by the Owner, Current or Future Customers, or other occupants at the Property, the Utility shall suspend the Upgrade Service Charges until such time as the Upgrades are repaired or this Agreement is terminated pursuant to section 11.

B. If Program Operator determines the Owner, Current or Future Customers, or other occupants at the Property deliberately or negligently caused the failure of the Upgrades, the Utility may, in its discretion, seek to recover the costs of repairs from

Owner. If the Program Operator determines that the Owner, Current or Future Customers, or other occupants at the Property deliberately caused the failure of the Upgrades, the Utility may, in its discretion, suspend the Upgrade Service Charges and seek to immediately recover from Owner all remaining Upgrade Service Charges to complete cost recovery.

9. **AUDITS:** Program Operator shall conduct at least one billing audit between one and two years after installation of the Upgrades to confirm that the Upgrades are resulting in at least 80% of the estimated cost savings, on a weather-normalized basis. Owner may request additional billing audits at any later point during the term of this Agreement. To determine cost savings, the Program Operator will use average natural gas and electricity charges as listed in section 1. If the Upgrades are not resulting in at least 80% of the estimated savings, on a weather normalized basis, Program Operator shall investigate the cause of the lower-than-expected savings.

   A. If Program Operator determines that the estimated savings are not being realized due to a change in behavior by occupants at the Property or a change in Property characteristics (e.g. a building expansion, new major appliances), Utility shall continue to assess Upgrade Service Charges. Reasonable doubt as to the cause of a failure to realize savings shall be resolved in favor of the Customer.

   B. If Program Operator determines that the estimated savings are not being realized due to a malfunction of the Upgrades, section 8 will apply.

   C. If Program Operator is unable to determine why the estimated energy savings are not being realized, the Utility shall suspend the remaining Upgrade Service Charges and the Agreement will terminate pursuant to section 11.

10. **APPEAL TO UTILITY:** In the event Owner disagrees with a determination by Program Operator under sections 8 or 9, Owner may initiate an appeal by providing notice to Utility at [dedicated email address] or by telephone at [dedicated phone number]. The appeal will be considered by Utility and a decision provided within 30 days.

11. **TERMINATION:**

   A. This Agreement shall terminate when the Utility has fully recovered the Upgrade Costs through Upgrade Service Charges or from Owner pursuant to section 8.B.

   B. In the event that the Upgrades fail and Program Operator determines that the Owner or Current or Futures Customers, or other occupant at the Property, did not deliberately or negligently cause the failure of the Upgrades, and if, in the Utility's sole discretion, the Upgrades cannot be repaired or replaced in a cost-effective manner, the Utility will waive recovery of any outstanding Upgrade Costs and this Agreement shall terminate.

12. **CONTACT INFORMATION:**

Utility:

[insert central notice recipient here]

Owner:

13. **ENTIRE AGREEMENT AND SEVERABILITY:** This Agreement contains the entire agreement with respect to the subject matter of the Agreement. In the event of a conflict between this agreement and the Utility's Tariff, the Tariff shall govern. Further, the operation and effectiveness of this Agreement shall not continue if such continuance would violate any applicable statute, regulation or other jurisdictional authority.

14. **ASSIGNMENT:** This Agreement shall be assigned to subsequent owners of the Property who sign a Successor Owner Notice and Acknowledgment. Owner shall notify Utility of any change of ownership within 30 days of closing.

15. **MODIFICATION:** Any modification or addition to this Agreement must be in writing and signed by each Party to this Agreement.

16. **CHOICE OF LAW:** This Agreement will be construed in accordance with the laws of the State of Minnesota.

17. **COUNTERPARTS:** This Agreement may be executed in counterparts. Signature by facsimile or PDF shall be deemed an original signature for the purposes of this Agreement.

[SIGNATURE BLOCKS]

22007936v1

Exhibit H: Participant Renter Agreement

September 1, 2021

PARTICIPANT RENTER AGREEMENT

THIS TARIFFED ON BILL PARTICIPANT RENTER AGREEMENT ("Agreement"), is made this _____ day of _____ by and between CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas ("Utility") and _____ ("Renter") (collectively the "Parties"), for the property located at _____ ("Property").

WHEREAS, Renter desires to have certain energy efficiency improvements ("Upgrades") made to the Property for its benefit;

WHEREAS, Utility is willing to pay for the installation and cost of the Upgrades through its approved Tariffed on Bill Tariff ("[Program Name]")[1] whereby the Utility is authorized to recover the cost of the Upgrades ("Upgrade Costs") from the current gas customer(s) at the Property and subsequent gas customers (collectively "Current and Future Customers") through Service Charges on Customer's gas utility bill ("Upgrade Service Charges");

WHEREAS, [Program Name] is delivered by a Program Operator under contract with Utility ("Program Operator") and the current Program Operator is_____;

WHEREAS, Renter is a current Customer at the Property;

WHEREAS, the owner of the Property ("Owner") has entered into a Participant Owner Agreement with Utility agreeing to the installation of the Upgrades and the recovery of Upgrade Costs through Upgrade Service Charges;

NOW, THEREFORE, each Party acknowledges and agrees as follows:

1. **UPGRADES:** Utility agrees to pay for the installation and cost of the Upgrades at the Property and is authorized to recover Upgrade Costs as set forth in this Agreement and in the tariff for [Program Name]. Renter agrees to allow Utility access to the Property for the installation, repair and inspection of the Upgrades upon reasonable notice.

    A. The Upgrades to be installed at the Property are:

    B. The Upgrade Costs are:

    C. The amount provided by upfront co-payment is

[1] Found at CenterPoint Energy Minnesota Gas Rate Book, Section X, X Revised Page X.

D. The monthly Upgrade Service Charge, including the Utility's Cost of Capital[2], and a $475 program operator fee is:

E. The total Upgrade Service Charges to be made during the financing term will be:

F. The estimated annual natural gas savings is (in therms and dollars):

G. The estimated annual electricity savings is (in kilowatt hours and dollars):

H. Average natural gas charges at the Property are (per therm):

I. Average electricity charges at the Property are (per kilowatt hour):

2. **TERM:** This Agreement will remain in effect until all Upgrade Costs have been recovered by the Utility or until this Agreement is otherwise terminated as set forth below. Upgrade Service Charges are set so that the Utility will recover the Upgrade Costs over XX years of regular payment. If there is no customer at the Property for a period of time, the Term of this Agreement will be extended for an equivalent period of time and the Utility will continue to collect Upgrade Service Charges from Current or Future Customers at the Property during that extended Term.

3. **PAYMENT OBLIGATION TIED TO LOCATION:** Renter acknowledges that pursuant to the tariff for [Program Name], Current and Future Customers at the Property are obligated to pay the Utility Service Charges for cost recovery as provided in this Agreement.

4. **NO PREPAYMENT:** Renter acknowledges that Upgrade Service Charges cannot be pre-paid. Any payment made to the Utility in excess of current charges will be held as a credit on the appropriate customer account and applied to charges as they become due. Utility will provide Renter with an accounting of Upgrade Service Charges received so far and remaining Upgrade Service Charges upon request.

5. **PAYMENT:** Subject to sections 8, 9 and 10, Renter, as Customer, is responsible for payment of all Upgrade Service Charges during the term of Renter's occupancy of the Property.

6. **DISCONNECTION FOR NON-PAYMENT:** Subject to any other Minnesota Public Utilities Commission or Utility rules or policies, the Upgrade Service Charges shall be considered as an essential part of the customer's bill for gas service, and the Utility may

[2] The Utility's full Cost of Capital is XX%; 2.5% is recovered through the Upgrade Service Charge.

disconnect the Property for non-payment of Upgrade Service Charges under the same provisions as for any other utility service. Notwithstanding the foregoing, the Utility may not disconnect the Property for non-payment of Upgrade Service Charges if (i) the Customer is not in arrears on any other payment obligations (other than payments for Upgrade Service Charges) owed to the utility, subject to any payment arrangements in effect with that Utility and/or any other applicable regulatory or legislative consumer protections that would protect against disconnections; (ii) the Customer has, in good faith, notified the Program Operator in writing that the Upgrade must be repaired; and (iii) the Program Operator has not yet reached a determination pursuant to section 8 as to whether the Upgrades are functioning as intended and who is responsible for any failure of the Upgrades.

7. **MAINTENANCE OF UPGRADES:** Customer agrees not to interfere with normal operation of or remove the Upgrades and to report the failure of any Upgrades to the Program Operator as soon as possible during the term of this Agreement.

8. **REPAIRS:** Should Program Operator determine that the Upgrades are no longer functioning as intended, Program Operator will undertake to determine whether the failure of the Upgrades was caused by the Owner, Current or Future Customers, or other occupants at the Property.

    A. If the Program Operator determines that the failure of the Upgrades was not caused by the Owner, Current or Future Customers, or other occupants at the Property, the Utility shall suspend the Upgrade Service Charges until such time as the Upgrades are repaired or this Agreement is terminated pursuant to section 11.

    B. If Program Operator determines the Owner, Current or Future Customers, or other occupants at the Property deliberately or negligently caused the failure of the Upgrades, the Utility may, in its discretion, seek to recover the costs of repairs from Owner. If the Program Operator determines that the Owner, Current or Future Customers, or other occupants at the Property deliberately caused the failure of the Upgrades, the Utility may, in its discretion, suspend the Upgrade Service Charges and seek to immediately recover from Owner all remaining Upgrade Service Charges to complete cost recovery.

9. **AUDITS:** Program Operator shall conduct at least one billing audit between one and two years after installation of the Upgrades to confirm that the Upgrades are resulting in at least 80% of the estimated cost savings, on a weather-normalized basis. Customer may request additional billing audits at any later point during the term of this Agreement. To determine cost savings, the Program Operator will use average natural gas and electricity charges as listed in section 1. If the Upgrades are not resulting in at least 80% of the estimated savings, on a weather normalized basis, Program Operator shall investigate the cause of the lower-than-expected savings.

A. If Program Operator determines that the estimated savings are not being realized due to a change in a change in behavior by occupants at the Property or a change in Property characteristics (e.g. a building expansion, new major appliances), Utility shall continue to assess Upgrade Service Charges. Reasonable doubt as to the cause of a failure to realize savings shall be resolved in favor of the Customer.

B. If Program Operator determines that the estimated energy savings are not being realized due to a malfunction of the Upgrades, section 8 will apply.

C. If Program Operator is unable to determine why the estimated energy savings are not being realized, the Utility shall suspend the remaining Upgrade Service Charges and the Agreement will terminate pursuant to section 11.

10. **APPEAL TO UTILITY:** In the event Renter disagrees with a determination by Program Operator under paragraphs 8 or 9, Renter may initiate an appeal by providing notice to Utility at [dedicated email address] or by telephone at [dedicated phone number]. The appeal will be considered by Utility and a decision provided within 30 days.

11. **TERMINATION:**

A. This Agreement shall terminate when the Utility has fully recovered the Upgrade Costs through Upgrade Service Charges or from Owner pursuant to paragraph 8.B.

B. In the event that the Upgrades fail and Program Operator determines that the Owner or Current or Futures Customers, or other occupant at the Property, did not deliberately or negligently cause the failure of the Upgrades, and if, in the Utility's sole discretion, the Upgrades cannot be repaired or replaced in a cost-effective manner, the Utility will waive recovery of any outstanding Upgrade Costs and this Agreement shall terminate.

C. In the event that Renter moves out of the property, this Agreement shall automatically terminate.

12. **CONTACT INFORMATION:**

If to Utility:

[insert central notice recipient here]

If to Customer:

13. **ENTIRE AGREEMENT AND SEVERABILITY:** This Agreement contains the entire agreement with respect to the subject matter of the Agreement. In the event of a conflict between this agreement and the Utility's Tariff, the Tariff shall govern. Further, the

operation and effectiveness of this Agreement shall not continue if such continuance would violate any applicable statute, regulation or other jurisdictional authority.

14. **MODIFICATION:** Any modification or addition to this Agreement must be in writing and signed by each Party to this Agreement.

15. **CHOICE OF LAW:** This Agreement will be construed in accordance with the laws of the State of Minnesota.

16. **COUNTERPARTS:** This Agreement may be executed in counterparts. Signature by facsimile or PDF shall be deemed an original signature for the purposes of this Agreement.

[SIGNATURE BLOCKS]

21967607v2

Exhibit I: Successor Owner Notice and Acknowledgment

September 1, 2021

SUCCESSOR OWNER NOTICE AND ACKNOWLEDGMENT

PROSPECTIVE PURCHASER IS HEREBY NOTIFIED:

1. **TARIFFED ON BILL PROGRAM:** the Property at _____ ("Property") was entered into the Tariffed On Bill program ("[Program Name]") provided by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas ("Utility"), pursuant to a tariff approved by the Public Utilities Commission. Pursuant to the [Program Name], Utility installed certain cost effective energy efficiency improvements ("Upgrades") at the Property, and is entitled to recover the costs of the Upgrades ("Upgrade Costs") through charges ("Upgrade Service Charges") included on the gas utility bill of the current gas customer occupying the Property ("Customer") until the Upgrade Costs are fully recovered or until the Property Owner Participation Agreement and/or the Renter Participation Agreement related to the Property are terminated.

2. **UPGRADES:** Information about the Upgrades installed, estimated savings, Upgrade Costs, and Upgrade Service Charges are included in the Participation Agreement at Exhibit A. Contact Utility [or Program Operator] at [Contact information] for more information.

3. **AUTOMATIC APPLICATION OF TARIFF TO THE LOCATION:** The tariff for [Program Name] applies automatically to the service location until the Utility's costs are recovered. Upon purchasing the Property, the rights and obligations of Owner under the Owner Participation Agreement at Exhibit A apply to the new owner.

4. **DISCONNECTION FOR NON-PAYMENT:** As set forth in the Agreement attached as Exhibit A, the Upgrade Service Charges shall be considered an essential part of the Customer's bill for service, and the Utility may disconnect the metered structure for non-payment of Upgrade Service Charges under the same provisions as for any other service provided by Utility.

_____

ACKNOWLEDGMENT

_____ (Prospective Owner) acknowledges receipt of this Notice as of _____ [date] and agrees that upon purchase of the Property that the rights and obligations set forth in the Agreement attached as Exhibit A will apply automatically to Prospective Owner.

Exhibit J: Successor Renter Notice and Acknowledgment

September 1, 2021

SUCCESSOR RENTER NOTICE AND ACKNOWLEDGMENT

PROSPECTIVE RENTER IS HEREBY NOTIFIED:

1. **TARIFFED ON BILL PROGRAM:** the Property at _____ ("Property") was entered into the Tariffed On Bill program ("[Program Name]") provided by CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Minnesota Gas ("Utility"), pursuant to a tariff approved by the Public Utilities Commission. Pursuant to the [Program Name], Utility installed certain energy efficiency improvements ("Upgrades") at the Property, and is entitled to recover the costs of the Upgrades ("Upgrade Costs") through charges ("Upgrade Service Charges") included on the gas utility bill of the current gas customer occupying the Property ("Customer") until the Upgrade Costs are fully recovered or until the Property Owner Participation Agreement and/or the Renter Participation Agreement related to the Property are terminated.

2. **UPGRADES:** Information about the Upgrades installed, estimated savings, Upgrade Costs, and Upgrade Service Charges are included in the Participation Agreement attached as Exhibit A. Contact Utility [or Program Operator] at [Contact information] for more information.

3. **AUTOMATIC APPLICATION OF TARIFF TO THE LOCATION:** The tariff for [Program Name] applies automatically to the service location until the Utility's costs are recovered. Upon entering into a lease for the Property and obtaining gas service from Utility, the rights and obligations of Customer under the Renter/Customer Agreement at Exhibit A will apply to the new renter.

4. **DISCONNECTION FOR NON-PAYMENT:** As set forth in the Agreement attached as Exhibit A, the Upgrade Service Charges shall be considered as an essential part of Customer's bill for gas service, and Utility may disconnect the metered structure for non-payment of Upgrade Service Charges under the same provisions as for any other service.

_____

ACKNOWLEDGMENT

I, _____ (Renter) acknowledge receipt of this Notice as of _____ [date] and agree that upon entry into a Lease for _____ and obtaining gas service from Utility that the rights and obligations set forth in the Agreement attached as Exhibit A will apply automatically to Renter.

Exhibit K: Implementation Timeline

September 1, 2021

Tariff On Bill (TOB) Pilot Implementation Timeline

No.	Activity	Year 0 2022				Year 1 2023				Year 2 2024				Year 3 2025				Year 4 -16 2026-2037
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	
Start-Up																		
1	Acquire resources (i.e staffing, project planning/mgmt, etc.)																	
2	Design and build systems and processes for customer interface (e.g. utility bill print, My Account Online, Interactive voice response system, program webpage and request forms, call center interaction).																	
3	Develop automated internal and vendor information exchange (e.g. customer eligibility verification, security check, payment processing, payment tracking details, funds transfer, CIP integration, etc.)																	
4	Conduct Program Operator Vendor Selection Process (RFP)																	
5	Implement call center training																	
6	Develop Marketing, Education, and Outreach plans and resources																	
7	Educate and engage community partners and trade allies on outreach and communications																	
Program Delivery																		
8	Implement Marketing, Education, and Outreach Activities																	
9	Enroll and Install 1,500 Energy Upgrades over 3-years																	
10	Deliver TOB pilot participation services (e.g. track customer payments, billing reviews, coordinate repairs, etc.)																	
Evaluation																		
11	Submit regulatory filings on TOB Pilot Progress																	

No.	Activity	Year 0 2022				Year 1 2023				Year 2 2024				Year 3 2025				Year 4 -16 2026-2037
12	Conduct Third-Party Vendor Selection Process (Request for Proposals) for Program Evaluation																	
13	Conduct Third-Party TOB Pilot Evaluation (Year 2)																	

Exhibit L: Pilot Cost Estimate Details

September 1, 2021

Tariff On-Bill Pilot Cost Assumptions

This document describes the cost details of CenterPoint Energy and Minneapolis's proposed TOB pilot.

I. Summary of Total Costs

CenterPoint Energy estimates the total TOB Pilot cost to be approximately $14.8 million. If a spending cap is achieved each year we estimate that the TOB pilot will cost a total of $25.6 million. These total costs are proposed to be recovered in part from ratepayers and in part from TOB pilot participants.

Table 1: Summary of Total Costs

Item	Description	Spending Estimate ($)	Spending Cap ($)
Energy Upgrades	Capital Investment	7,500,000[1]	15,000,000
Start-Up Activities	See Table 5	1,756,500	1,756,500
Pilot Delivery	See Table 6	2,221,500	2,221,500
Utility Rate of Return on Energy Upgrades	4.92% Rate Payers Portion over 12 years	2,214,000	4,428,000
	2.5% Participant Portion over 12 years	1,125,000	2,250,000
	Total	**14,817,000**	**25,656,000**

II. Description of Participant Costs

CenterPoint Energy estimates about $9.2 million recovered from participants. If a spending cap is reached each year the TOB Pilot will cost participants about $17.5 million.

Table 2: Participant Cost Recovery Amount

Item	Details	Spending Estimate ($)	Spending Cap ($)
Energy Upgrades	Capital Investment	7,500,000	15,000,000
Pilot Delivery	See Table 6	900,000	900,000
Utility Rate of Return	2.5% Participant Portion	1,125,000	2,250,000
	Total Less Defaults (4%[2])	**9,180,000**	**17,460,000**

[1] Assumes $5,000/project based on the average cost of the attic and wall insulation projects rebated by the Company's residential Air Sealing and Insulation CIP project.
[2] Based on current default rate

Tariff On-Bill Pilot Cost Assumptions

III. Description of Ratepayer Costs

CenterPoint Energy estimates about $5.6 million recovered from ratepayers, assuming a 4% default rate. The total amount recovered from ratepayers increases to $8.2 million if spending caps are achieved in the first three-years. In a worst-case scenario, in which 100% of TOB pilot participants are removed from the TOB pilot due to unrealized savings that cannot be programmatically addressed, a maximum of $14.8 to $25.7 million would be recovered from ratepayers.

Table 3: Ratepayer Cost Recovery Amount

Item	Description	Spending Estimate ($)	Spending Cap ($)
Start-Up Activities	See Table 5	1,756,500	1,756,500
Pilot Delivery	See Table 6	1,321,500	1,321,500
Utility Rate of Return	4.92% Rate Payers Portion	2,214,000	4,428,000
Total with Defaults (4%[3])		**5,637,000**	**8,196,000**
Total with Unrealized Savings (100%)		**14,817,000**	**25,656,000**

The residential rate impact is estimated to cost about $0.02-0.06/month or $0.03-0.10/month if the spending cap is reached, over the 15 years of cost recovery.

Table 4: Residential Rate Impact

	Spending Estimate ($)		Spending Cap ($)	
	Total[4]	**Monthly[5]**	**Total**	**Monthly**
Total with Defaults (4%)	4.17	0.02	5.97	0.03
Total with Unrealized Savings (100%)	10.80	0.06	18.70	0.10

Description of Unrealized Savings

The Company provides a worst-case scenario ratepayer impact, in which 100% of TOB pilot participants are removed from the program due to unrealized savings. The Company and Minneapolis designed the TOB pilot to hold the participant harmless in the event that the participant experiences higher bills due to failure to accurately predict energy savings and cost-effective TOB pilot payment amounts.

[3] Assumes $5,000/project based on the average cost of the attic and wall insulation projects rebated by the Company's residential Air Sealing and Insulation CIP project.
[4] Calculations based on total costs recovered from ratepayers per CenterPoint Energy's volumetric throughput in 2020 (1.23 billion therms) by 2020 average residential annual use (896 therms).
[5] Residential Rate Impact per 15 years.

Tariff On-Bill Pilot Cost Assumptions

The Company and Minneapolis propose several mechanisms outlined in the filing to predict and verify energy savings and take corrective measures if savings are not achieved. However, without testing this approach, it is difficult to say to what degree predictions will compare to actual energy savings under real world circumstances and to what extent the Company will be successful in remedying a lack of realized savings.

IV. Description of Start-Up Costs

CenterPoint Energy anticipates investing $1 million in capital to design and build systems and processes for customers to interact with the TOB pilot (e.g. utility bill print, My Account Online, Interactive voice response system, program webpage and request forms, call center interaction) and automated internal and vendor information exchange systems (e.g. customer eligibility verification, security check, payment processing, payment tracking details, funds transfer, CIP integration, etc.).

The Company's operations and maintenance (O&M) costs for start-up activities including administration of business system development, program operator acquisition, project installation contractor agreements, and call center training is anticipated to be approximately $200,000.

The cost of start-up activities are proposed to be recovered by ratepayers.

Table 5: Summary of Start-Up Costs

Item	Spending Estimate ($)
Business System Development (Capital)	1,000,000
Utility Capital Rate of Return (7.42%; 15 years[6])	556,500
Utility Administration (O&M)	200,000
Total	**1,756,500**

V. Summary of Pilot Delivery Costs

CenterPoint Energy's cost estimate to deliver the TOB Pilot is $2.2 million over a three-year timeframe. These costs include the energy assessment, energy modeling services, TOB pilot program operator services, utility administration, marketing, outreach, and education (ME&O) activities, community partnerships, translation services, and a third party evaluation in Year 2.

The Company estimates leveraging about $450,000 of CIP Home Energy Squad (HES) services to deliver the TOB pilot which are costs excluded from the totals below.

[6] Useful life of software capital investment.

Tariff On-Bill Pilot Cost Assumptions

The cost of TOB pilot delivery services over three years is about $1.3 million recovered by ratepayers and $900,000 recovered by participants. See pilot delivery details on the next page.

Tariff On-Bill Pilot Cost Assumptions

Table 6: Summary of TOB Pilot Delivery Costs

Item	Per Partici-pant Amount ($)	Year 1		Year 2		Year 3		Total	
		Recovered from:		Recovered from:		Recovered from:		Recovered from:	
		Ratepayers ($)	Participants($)	Ratepayers ($)	Participants ($)	Ratepayers ($)	Participants ($)	Ratepayers ($)	Participants ($)
Energy Assessment	400	187,500	62,500	187,500	62,500	187,500	62,500	562,500	187,500
HES Services Leveraged	(300)	187,500	-	(187,500)	-	(187,500)	-	(562,500)	-
Cost-Effective Modeling Services	300	187,500	-	187,500	-	187,500	-	562,500	-
Program Operator Services	475	-	237,500	-	237,500	-	237,500	-	712,500
Utility Admin	137	68,333	-	68,333	-	68,333	-	205,000	-
ME&O Activities	233	150,000	-	100,000	-	100,000	-	350,000	-
Community Partnerships	43	25,000	-	25,000	-	15,000	-	65,000	-
Translation Services	8	4,000	-	4,000	-	4,000	-	12,000	-
Pilot Evaluation	85	-	-	127,000	-	-	-	127,000	-
Total	**1,381**	**434,833**	**300,000**	**511,833**	**300,000**	**374,833**	**300,000**	**1,321,500**	**900,000**
		734,833		**811,833**		**674,833**		**2,221,500**	

Tariff On-Bill Pilot Cost Assumptions

Description of Pilot Delivery

1. Energy Assessment includes site-specific data collection, home performance diagnostic testing, and direct-installation services for 625[7] participants served per year.

2. Home Energy Squad (HES) Services Leveraged assumes TOB Pilot Energy Assessment including data collection, home performance diagnostic testing, and direct installation services for 625 participants per year is coordinated with the HES service provider.

3. Cost-Effectiveness Modeling Services includes site-specific energy savings modeling to determine qualifying cost-effective energy upgrades under the terms of the TOB Pilot and reporting to 625 participants per year the findings.

4. Program operator services includes cost of coordinating installation of energy upgrades, customer follow-up, post-installation billing analysis, and tracking and reporting program progress for 500 TOB Pilot participants per year.

5. Utility Administration includes utility operations and maintenance costs to develop and oversee contracts and activities related to Program Delivery, Marketing, Education, and Outreach, and Third Party Evaluations and regulatory filings.

6. Marketing, Education, & Outreach includes development and execution of digital and print campaigns, aligning messaging with CIP and Energy Assistance outreach, and developing and launching targeted marketing engagement strategies.

7. Community Partnerships includes educating and engaging community partners such as local government agencies and non-profits in ME&O activities.

8. Translation Services includes estimated costs to translate ME&O materials into Spanish, Hmong, and Somali.

9. Pilot Evaluation includes engaging a third-party to conduct a program evaluation in year 2.

[7] Based on amount necessary to achieve 500 participant per year goal assuming an 80% participant acceptance rate of TOB pilot projects; 80-90% is the acceptance rate quoted by existing PAYS® providers when there is no upfront co-pay.

Exhibit M: Quantification of Certain Program Benefits

September 1, 2021

Quantification of Certain TOB Pilot Benefits

The following table describes the quantification of certain TOB pilot benefits.

	Normal Baseline Benefit ($)[1]	Poor Efficiency Baseline Benefit ($) [2]
Social Benefit of Avoided Carbon Emissions[3]	1,027,630	3,340,162
Benefit of Avoided Natural Gas Commodity Cost[4]	1,638,573	5,325,363
Benefit of Avoided Natural Gas Peak Cost[5]	582,576	1,893,371
Electric Avoided Revenue Requirements[6]	118,788	390,920
Total	**3,367,567**	**10,949,817**

[1] Normal Baseline Energy Savings Assumptions: 16 Dth and 55 kwh/project; Assumptions for attic insulation/air sealing measures used in Tariffed On-Bill Financing Feasibility: Assessment of Innovative Financing Structures for Minnesota. The Cadmus Group. (Aug. 2019) available at http://energytransition.umn.edu/wpcontent/uploads/2019/08/Minnesota-TOB-Financing-FINAL_AH-1.pdf
[2] Poor Efficiency Baseline Energy Savings Assumptions: 52 Dth and 181 Kwh/project; Assumptions for wall insulation measures used in Tariffed On-Bill Financing Feasibility: Assessment of Innovative Financing Structures for Minnesota. The Cadmus Group. (Aug. 2019) available at http://energytransition.umn.edu/wpcontent/uploads/2019/08/Minnesota-TOB-Financing-FINAL_AH-1.pdf
[3] Minnesota Public Utilities Commission High Schedule Cost of Carbon, Docket No. E-999/CI-14-643. High Schedule Cost of Carbon approved by City of Minneapolis Ordinance (2019).
[4] Assumes Commodity Cost of Gas $3.25/Dth with Escalation Rate of 4.69%; CIP Gas and Electric Utilities - 2021-2023 Cost Effectiveness Review, Docket No. E-999/CIP-18-782 and E-999/CIP-18-783. (Dec 2019).
[5] Assumes Natural Gas Environmental Benefit Peak Benefit is 1% of Energy Savings at cost of $115.55/Dth with Escalation rate of 4.69%; CIP Gas and Electric Utilities - 2021-2023 Cost Effectiveness Review, Docket No. E-999/CIP-18-782 and E-999/CIP-18-783. (Dec 2019).
[6] Provided by Xcel based on Total Electric Savings of 82,500kWh (Normal Baseline) and 271,500 kWh (Poor Efficiency Baseline)

Exhibit N: Program Operator Scope of Work

September 1, 2021

CenterPoint Energy

Minnesota Region

Tariff On Bill Pilot

Request for Proposal

Scope of Work

This Request for Proposal (RFP) Scope of Work describes the services requested by CenterPoint Energy to provide Program Operator services in support of our Tariff On-Bill (TOB) Pilot.

Proposals are due on [DATE] by 5:00 p.m. CT

After the release of this Request for Proposal, all questions about content and process should only be directed to CenterPoint Energy's Contact for this RFP _____ at _____ @centerpointenergy.com. No phone calls will be accepted by the Designated Contact regarding this RFP. Any communication by a Proposer, or on a Proposer's behalf, intended to influence this RFP process is not permitted and may result in disqualification of a proposal.

1. INTRODUCTION

1.1 CenterPoint Energy

CenterPoint Energy, Inc., is headquartered in Houston, Texas with regulated natural gas and electric businesses in eight states that serve more than 7 million metered customers and a competitive energy businesses footprint in nearly 40 states. CenterPoint Energy (CNP) and its predecessor companies have been in business for more than 140 years. The combined company has approximately 14,000 employees. Our natural gas distribution business operates in eight states: Arkansas, Indiana, Louisiana, Minnesota, Mississippi, Ohio, Oklahoma and Texas. To promote energy efficiency, CNP offers a variety of programs that encourage customers to use less energy, purchase energy efficient equipment, and become more knowledgeable of their energy usage.

1.2 Program Objectives

The primary objectives for offering the TOB Pilot

- Fulfill regulatory requirements for the TOB Pilot
- Help customers take informed action on energy conservation
- Exapnd the inclusivity of energy efficiency program offerings

1.3 Program Background

CenterPoint Energy's TOB Pilot allows customers to access CenterPoint Energy capital to invest in residential site-specific energy upgrades like insulation, air sealing, high efficiency appliances, and smart thermostats. Costs are recovered by CenterPoint Energy via a service charge on the bill for as long as they are a customer at the property or until the utility's costs are recovered. The service charge is calculated based on 80% of the estimated energy cost savings from the Energy Upgrade for 80% of the expected life of Energy Upgrade or a maximum of 12 years.

The Program Operator provides the following suite of services to help customers navigate their participation in the TOB Pilot.

Visit Type	Summary of visit activities

On-Site Walkthrough	A visual inspection will be performed to confirm the property is structurally sound and meets basic eligibility for an energy assessment. For example, the property is not under major renovation (missing walls) or there are no signs of roof damage or standing leaks.
On-Site Energy Assessment	Program Operator will coordinate with Home Energy Squad providers to complete an inspection to identify energy savings opportunities. The following services will be completed during this inspection as applicable: • Attic and wall insulation inspection and data collection • Appliance efficiency inspection and data collection • Home performance diagnostic testing, including but not limited to blower door tests to inspect air leads and collect data points for energy modeling. The data collected during the on-site energy assessment will be used for energy modeling services (below).
Direct Install (DI)	Program Operator staff will evaluate the home for potential installation of measures/performance of services outlined in the most recent approved Minnesota Technical Resource Manual or otherwise specified. Staff will obtain customer consent to install agreed-upon measures. Measures will be installed at the visit and customer will be educated on proper use of measures and the energy savings they provide. Measures are subject to Company's approval, as well as subject to change, and may include: • Programmable Thermostat • Programming of customer's existing thermostat (if applicable) • Door Weather Stripping • Attic Hatch Weather Stripping • Low Flow Showerhead – Standard (1.5 GPM) • Low Flow Showerhead – Handheld (1.5 GPM) • Kitchen Aerator (1.5 GPM) • Bathroom Aerator (0.5 GPM) • Water Heater Blanket (CenterPoint Energy Gas Only) • Water Heater Setback

	• Domestic Hot Water Pipe Insulation (up to 6 feet) • CO Monitor • Attic and Wall Insulation Inspection
Energy Modeling	Program Operator will use energy modeling software to input building site data collected during the On-Site Energy Assessment and the customer's weather-normalized gas and electric billing data to identify Energy Upgrades that meet the TOB Pilot eligiblility thresholds. The Program Operator will educate the customer on their Energy Upgrade options, including alternative no-cost options for income-qualifying customers. The Program Operator will also prepare Participant Agreements and review the customers rights and responsibilities as a participant of the TOB Pilot Program.
On-going customer services	Program Operator will coordinate the installation of Energy Upgrade Scope of Work with contractors and provide post installation verification that the work was completed. The Program Operator will provide a post-install billing analysis 1-2 years after project installation, upon customer requests, and if a customer is at risk of disconnect. The Program Operator will serve as the point of contact with the customer and coordinate any follow up service or repairs related to the TOB Program Scope of Work. The Program Operator will track and report to CenterPoint Energy agreed upon progress metrics.

1.4 Participation and Savings Goals

The program has the following annual participation and savings goals for the approved timeline.

CenterPoint Energy Goals

Region/Utility		2023	2024	2025
CenterPoint Energy Natural Gas	Participants	500	500	500
	Budget	TBD	TBD	TBD

1.5 RFP Schedule

Milestone	Date
RFP Release Date	TBD
Deadline for Notice of Intent to Propose	TBD
Deadline for Submission of Written Questions via email to Designated Contact	TBD
Responses to Written Questions Posted	TBD
Proposals Due	TBD
Notification for Request to Interview	TBD
Interview Period	TBD
Award Notification to Winning Proposal	TBD
Contract Executed	TBD
Program Transition (If Required)	TBD
Program Start Date	TBD

Please note the above dates are subject to change. Notification of any changes to the RFP timeline prior to interviews will be sent via email to those parties who have submitted a Notice of Intent to Propose.

2. Program Implementation

2.1 Contract Term

This Program contract will extend from [DATE], depending on the transition plan, to [DATE]

2.2 Regions

- CenterPoint Energy natural gas service territory in Minnesota

2.3 Company

The Company is responsible for providing appropriate customer information and billing data to Program Operator an agreed upon frequency. Also, the Company will work closely with Program Operator to ensure our customer service and brand standards are followed.

2.4 Program Operator

Program Operator is responsible for the deployment of the TOB Pilot and related services to Company's customers including:

- Core Program Implementation
    - Deliver suite of services (shown in section 1.3),
    - Educate interested customers about TOB, CIP, and no-cost efficiency options for income qualified customers;
    - Conduct home audits using software to model energy savings potential to determine TOB program eligibility;
    - Work with customers who qualify for TOB and wish to move forward to ensure customer understanding of the program terms;
    - Work with customers wishing to move forward to execute all required contracts and obtain all necessary consent forms;
    - Arrange for installation of all qualifying energy efficiency measures in participating properties;

- Conduct billing analyses one-to-two years after measure installation to confirm realization of savings, upon customer request, and if customer is at risk of disconnect;
- Investige any situations in which savings are not being realized to determine the cause, may include on-site inspections and participant surveys; and
- Working with the installation contractors and warranties as applicable, arrange for the repair of malfunctioning measures installed through the TOB program.

Additionally, Program Operator will support community-based marketing and outreach activities as agreed upon with the Companies.

After the program roll out, Program Operator will facilitate weekly, biweekly or monthly operational meetings, quarterly planning meetings and ad-hoc meetings as deemed necessary by either Company or Program Operator. Program Operator is expected to adhere to all applicable brand, design and promotional protocols and standards of the Company. Additionally, all data transfer and storage must adhere to the Company's security protocols and requirements.

2.5 Invoicing

On a monthly basis, Program Operator will invoice the Company for completed work for the preceding period. Invoicing must be submitted as individual invoices to each utility, separated based on the Company's regions if applicable.

2.6 Reporting

Each month/quarter, Program Operator will deliver to Companies the following information in an agreed-upon format:

- Participation, including low-income participants
- Measures Installed
- Energy savings by month (reported in Th/Dth, kW, and kWh)
- Participants referred to other Programs

- Cost of Projects (including TOB pilot service charge, CIP Incentives, co-pay amounts)

Additional ad-hoc reporting may be required to support information requests. All data collected during program activities must be provided to the utility upon request.

3. Proposal

The following sections must be addressed in Proposer's response to this RFP.

3.1 Executive Summary of the Proposal

Proposers are required to provide an executive summary of the Proposal documenting the application and eligibility of the proposed TOB program, the proposed program advantages and innovations, the overall schedule for transition and implementation and any contingencies specific to the Proposal deemed to be important by Proposer.

3.2 Proposer Experience

Proposers are required to demonstrate management capability, experience, and meeting program goals implementing similar programs successfully for utilities similar in size to Companies. Proposals are required to provide the following information:

1. An organizational chart that identifies the corporate structure and lists Proposer's leadership. Any partnerships and or subcontractors Proposer intends to involve in the Program implementation should also be similarly documented.
2. A management chart that lists the key personnel dedicated to this Program, their roles and responsibilities for this Program, their resumes and their roles and responsibilities with substantially similar programs.
3. A listing of similar programs Proposer has successfully developed and/or implemented. Provide the following information for each program as part of the response:
    - Name of the program
    - Utility or statewide program contracting entity
    - Location of the program
    - Program size and targeted fuel usage
    - Program metrics planned and actual for a minimum of a three-year time period
    - Program overview and innovative attributes
    - Evaluation results and either a copy or link to evaluation report

- References including the name and contact information of the program manager of the contracting entity.

3.3 Program Technical Requirements

- Describe approach to all program elements from bulleted list in section 2.4 above.
- Provide a sample customer On-Site Energy Assessment Report
- Describe Energy Modeling software and input assumptions that will be used to identify cost-effective TOB energy upgrades and payment terms,
- Address how the following components are incorporated in their proposed TOB Pilot:
    - Compling with the terms of the terms of the TOB pilot tariff
    - Hiring and training of program staff to ensure quality of services delivered
    - Contingency plans for fluctuations in demand for program services, including staffing capabilities
    - Customer journey from inspection of home to completion of identified improvements
    - Innovative elements to improve program cost-effectiveness
    - Real time reporting (or agreed upon frequency) capability of program metrics (i.e. savings and participation), including any online platform or portal which is accessible by the Companies
    - Customer satisfaction and experience metrics approach and reporting frequency

3.4 Deployment Strategy for Customer Recruitment

While the Company will direct general marketing and customer recruitment activities, describe approach to any proposed community-based marketing and outreach activities. In addition, describe approach to track and report source of customer leads for marketing optimization.

3.5 Data Security and Cyber Liability Insurance

The safety of our customer's data is a predominate concern for the Company. Attached with this SOW are the Company's Terms and Conditions documents which list the data privacy and insurance requirements for implementation of the Program. Program Operator is expected to adhere to all of Company's Technology Operations polices and requirements for data sharing and storage. Please discuss your organization's data privacy protocols and processes for data security and cyber liability insurance to ensure they meet Companies' security and accessibility requirements.

Exhibit O: Example Cost-Effectiveness Calculation

September 1, 2021

Example TOB pilot participant cost-effectiveness calculation

Under CenterPoint Energy's proposed Tariff On-Bill (TOB) pilot, customers can access the utility's capital to complete for home energy efficiency upgrades and repay the utility via a charge on their utility bills. The TOB pilot conducts site-specific Energy Assessments and uses energy modeling software to determine property specific energy efficiency upgrade opportunities and cost recovery terms under the TOB pilot.

The following provides an example of a TOB pilot project and describes the calculation to determine cost-effective TOB pilot charges on the utility bill.

Table 1 describes the example TOB pilot project details. In this example, the total energy upgrade project cost is $6,055 with eligible Conservation Improvement Program incentives of $1,385.

Table 1: Example TOB Pilot Participant Project Details

	TOB Pilot Project Details	Useful life (years)	Base Details	Upgrade Details	Natural Gas Savings (Dth/yr)	Natural Gas Saving ($/yr)	Electric Savings (kWh/yr)	Electric Cost Savings ($/yr)	Energy Upgrade Cost ($)	CIP Incentive ($)
1	On-Site Energy Assessment	0	0	0	0.00	0	0	0	700	250
2	Bathroom aerators (0.5 GPM)	10	0	2	0.98	7	0	0	15	15
3	Showerheads (1.5 GPM)	10	0	2	3.52	25	0	0	30	30
4	Kitchen aerator (1.5 GPM)	10	0	1	0.56	4	0	0	10	10
5	Water heater piping insulation	13	0	6ft	1.22	9	0	0	10	10
6	Water heater blanket	7	0	1	1.07	7	245	32	20	20
7	Tier 3 Thermostat DI & Programming	10	Unknown	Tier 3	3.80	27	64	8	170	50
8	Air sealing + attic insulation	20	R=18.9	R=51.8	17.00	126	119	24	2,200	500
9	Wall insulation	20	R=.9	R=15.2	41.00	350	287	31	2,900	500
	Totals				69.15	484	631	82	**6,055**	**1,385**

The TOB pilot participant's cost-effective payment amount is capped at 80% of the total estimated annual energy cost savings of the energy upgrade project. In the Example, the total annual estimated energy savings is $566. Therefore, the total allowable TOB payment amount is $453 or $38/month.

Table 2: Example TOB pilot participant cost-effectiveness calculation

1	Natural Gas Savings ($/yr)	$484
2	Electric Savings ($/yr)	$82
3	Total Energy Cost Savings ($/yr)	$566
4	TOB Pilot Participation Charge cap	80%
5	Total TOB Pilot Payment Amount ($/yr)	$453
6	Average Monthly TOB Pilot Payment Amount ($/month)	$38

The Example TOB pilot participant is eligible for a $38/month TOB payment charge for a maximum term of 12 years or $5,434 total.

Table 3 calculates the total TOB Pilot Project Costs payment over the 12 year payment term and the remaining upfront co-payment needed to participate in the TOB Pilot.

Table 3: Example TOB Pilot Participant Cost Breakdown

1	TOB Energy Upgrade Cost	$6,055
2	CIP Incentives	($1,385)
3	TOB Pilot Program Operator Services	$475
4	Total TOB Pilot Project Cost (lines 1-3)	$5,145
5	Total rate of return (2.5%; 12 years)	$744
6	Net TOB Pilot Project Cost	$5,889
7	Total Eligible TOB Pilot Participation Charge	($5,434)
8	Participant Upfront Co-payment Required	$455

Upon agreeing to the terms of TOB pilot participation, the Example TOB pilot participant would make an upfront co-payment of $455 to the program operator. Then $38/month would be charged to the customer bill(s) associated with the location of the upgrade until costs are fully recovered.

Exhibit P: List of Eligible Measures

September 1, 2021

Description of Eligible Measures

Under CenterPoint Energy's proposed Tariff On-Bill (TOB) Pilot, customers can access the utility's capital to cover the cost for home energy efficiency upgrades and repay the utility via a service charge on their utility bill. The TOB Pilot conducts site-specific Energy Assessments and uses energy modeling software to determine property specific energy efficiency upgrade opportunities and determine eligible payment plans under TOB Pilot requirements.

The TOB Pilot's eligible energy efficiency measures include any residential or multi-family application of natural gas saving measures listed in the Minnesota Technical Resource Manual or otherwise included in a current version of CenterPoint Energy's Conservation Improvement Program (CIP) Triennial Plan. The proposed TOB Program also includes the ancillary electric energy savings from these eligible natural gas measures to calculate customer TOB payment plans. In addition, the TOB Program may include services and equipment needed to safely install natural gas efficiency measures or electric savings measures installed with eligible natural gas heating equipment.

The following sections provides a lists of energy efficiency measure types that are eligible under the TOB Pilot.

I. Direct Installation Measures

1. Low-flow showerheads
2. Low-flow kitchen faucet aerator
3. Low-flow bathroom aerators
4. Hot Water Pipe Insulation
5. Rope Caulk
6. EDPM weather stripping
7. Outlet gaskets
8. Window film
9. Door weatherization
10. Attic hatch weatherization
11. Water heater setback
12. Water heater blanket

II. Residential/Multi-family Natural Gas Measures

1. Air Sealing and Insulation (wall, attic, and rim joist)
2. High Efficiency Furnaces and Boilers
3. Programmable or Smart Thermostats
4. Furnace and Boiler Tune Ups
5. High Efficiency Water Heaters
6. ENERGY STAR clothes washers and dryers
7. HRV/ERV

III. Other Natural Gas Efficiency Measures

1. Commercial measures, in multifamily buildings,
2. Hearth with Electronic Ignition
3. Combo unit (tankless water heater + air handling unit)
4. High-Efficiency Single Package Vertical Unit (gas heating and electric cooling)
5. Duct Sealing, only for unconditioned spaces
6. Low E Storm Windows
7. Drainpipe heat exchanger
8. AC Cover

IV. Other Eligible Measures including Electric Measures

1. Services or equipment necessary to safely complete CIP rebate-eligible air sealing or insulation such as:
    a. ventilation,
    b. bath fans,
    c. electrical upgrades, and
    d. asbestos and radon mitigation.
2. Modifications to or cleaning of venting or duct work necessary to safely install rebate-eligible water heaters or heating equipment,
3. Measures installed along with eligible natural gas heating equipment that also meet minimum efficiency standards, including:
    a. Central air conditioners,
    b. mini-split systems, or
    c. heat pumps.

Exhibit Q: Proposed Cost Recovery Tracker Format

September 1, 2021

Proposed Cost Recovery Tracker Format

	Item	Definition	Year 1	Year 2	Year 3
1	Beg Bal		$ -	$ 2,696,250	$ 5,189,906
2	Program Assets Adds		$ 2,500,000	$ 2,500,000	$ 2,500,000
3	Participant Return	(Row 1 + (Row2/2))*.025	$ 31,250	$ 98,656	$ 160,998
4	Ratepayer Return	(Row 1 + (Row2/2))*.0492	$ 61,500	$ 194,156	$ 316,843
5					
6	Program Participant O&M	Schedule J	$ 300,000	$ 300,000	$ 300,000
7	Program Ratepayer O&M	Schedule J	$ 434,833	$ 511,833	$ 374,833
8					
9	Particpant Revenue	Revenue Collected	$ (135,000)	$ (405,000)	$ (675,000)
10					
11	Participant Uncollectible Expense				
12					
13	Ratepayer Revenue	Row 20 * -1	$ (496,333)	$ (705,989)	$ (691,676)
14					
15	End Balance		$ 2,696,250	$ 5,189,906	$ 7,475,904
16					
17					
18	Ratepayer Current Costs	Row 4 + Row 7 + Row 11	$ 496,333	$ 705,989	$ 691,676
19	Ratepayer Over/Under	Actual Over/Under Collection			
20	Total Ratepayer Expense	Row 18 + 19	$ 496,333	$ 705,989	$ 691,676
21					
22	Sales Usage	2020 Test Year	1,338,782,869	1,338,782,869	1,338,782,869
23	Per Therm Rate	Rown 20 / Row 22	$ 0.00037	$ 0.00053	$ 0.00052

CERTIFICATE OF SERVICE

Melodee Carlson Chang certifies she served the attached Petition and Exhibits of CenterPoint Energy and the City of Minneapolis in Docket No. G-008/M-21-377 to all persons at the addresses indicated on the attached list by having the document delivered via electronic filing.

/s/_____

Melodee Carlson Chang
Senior Regulatory Paralegal
CenterPoint Energy

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Generic Notice	Commerce Attorneys	commerce.attorneys@ag.state.mn.us	Office of the Attorney General-DOC	445 Minnesota Street Suite 1400 St. Paul, MN 55101	Electronic Service	Yes	OFF_SL_21-377_M-21-377

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