



414 Nicollet Mall  
Minneapolis, MN 55401

November 11, 2022

—Via Electronic Filing—

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

RE: COMPLIANCE FILING  
PROPOSED COMMUNITY SOLAR GARDEN PROGRAM AND TARIFF REVISIONS  
UPDATING COMMUNITY SOLAR GARDEN TARIFF PROVIDING ADDITIONAL  
CUSTOMER PROTECTIONS IN SUBSCRIPTION ELIGIBILITY  
DOCKET NOS. E002/M-13-867 & E002/M-21-695

Dear Mr. Seuffert:

Northern States Power Company, doing business as Xcel Energy, submits this compliance filing to the Minnesota Public Utilities Commission in accordance with Order Points 2, 4 and 6 of the Commission's June 24, 2022 Order in the above-referenced dockets. We note that while the Joint Petitioners were integral to the stakeholder discussions, this compliance filing is submitted on behalf of Xcel Energy. We believe it is important to provide the opportunity for all stakeholders to respond to this compliance filing.

Pursuant to Minn. Stat. § 216.17, Subd. 3, we have electronically filed this document with the Commission, and copies have been served on the parties on the attached service list.

Please contact me at [bridget.dockter@xcelenergy.com](mailto:bridget.dockter@xcelenergy.com) or (612) 337-2096 if you have any questions regarding this filing.

Sincerely,  
/s/  
BRIDGET DOCKTER  
MANAGER OF POLICY AND OUTREACH

cc: Service List

Enclosures

STATE OF MINNESOTA  
BEFORE THE  
MINNESOTA PUBLIC UTILITIES COMMISSION

Katie J. Sieben	Chair
Valerie Means	Commissioner
Matthew Schuerger	Commissioner
Joseph K. Sullivan	Commissioner
John A. Tuma	Commissioner

PROPOSED COMMUNITY SOLAR GARDEN  
PROGRAM AND TARIFF REVISIONS  
UPDATING COMMUNITY SOLAR GARDEN  
TARIFF PROVIDING ADDITIONAL  
CUSTOMER PROTECTIONS IN  
SUBSCRIPTION ELIGIBILITY

Docket No. E002/M-13-867 &  
E002/M-21-695

**Compliance Filing**

**INTRODUCTION**

Northern States Power Company, doing business as Xcel Energy (the Company), submits this compliance filing to the Minnesota Public Utilities Commission (Commission) in accordance with Order Points 2, 4 and 6 of the Commission's June 24, 2022 Order in the above-referenced dockets. We note that while the Joint Petitioners were integral to the stakeholder discussions, this compliance filing is submitted on behalf of Xcel Energy. We believe it is important to provide the opportunity for all stakeholders to respond to this compliance filing.

Order Points 2, 4, and 6 state:

2. *Regarding its PowerOn Program, Medical Affordability Program, Gas Affordability Program, and Low-Income Discount Program, Xcel shall do the following:*
  - A. *Before Xcel transfers a utility account from a tenant to the landlord as part of a Community Solar Program, Xcel shall take reasonable steps with the landlord to help qualified tenants continue receiving the benefits of these low-income affordability programs.*
  - B. *Xcel shall propose a modification to its tariffs for these programs to allow low-income renters who are subject to third-party billing to access these programs.*

4. *Xcel shall work with the Energy CENTS Coalition to notify affected tenants that they may contact the Consumer Division of the OAG for information and possible assistance.*
6. *Xcel shall convene a stakeholder process to further discuss the issues in these dockets within 60 days, and file revised tariffs within 120 days in this docket. The stakeholder process shall address the following issues, among others:*
  - A. *Transparency about Community Solar Garden offerings serving their residential unit under third-party billing systems.*
  - B. *Tenant rights under third-party billing systems, including any right to claim control over the utility account.*
  - C. *Low-income tenant access to utility energy assistance programs such as PowerOn even when receiving service under a third-party billing system.*
  - D. *Ensuring that a landlord who has tenant accounts in the landlord's name may continue to participate in Xcel's CSG program, assuming the implementation of this model does not cause more harm than benefit to the tenants.*
  - E. *Ensuring that any penalties to CSG developers who violate Xcel's tariff are based on developer-caused violations or known omissions and are commensurate with the timeframe of the violation/ known omission.*

At the Commission's direction in the Commission's June 24, 2022 Order -- and with a shared goal of "*reconciling 1) policies designed to promote access to solar energy generation with 2) policies designed to assist low-income ratepayers*" -- stakeholders engaged in extensive deliberations in this proceeding. We appreciate parties' efforts to work together to try and find creative solutions.

No party objects to either goal. Rather, the simultaneous pursuit of both objectives would require a combination of changes to current statutes or prior Commission rulings. It also presents logistical barriers in low-income assistance program administration.

Through our stakeholder discussions, we believe parties generally agree to support an Opt-In/Opt-Out approach as well as to decrease the minimum monthly usage levels required to qualify for the PowerOn program. Additionally, at the request of stakeholders we have added an exemption clause to the Standard Contract for Solar\*Rewards Community to include landlords that pay the electric bill but do not pass the electric bill costs to the tenant. Despite efforts of the parties, we were unable

to reach complete agreement on our other proposed modifications. Xcel Energy continues to have outstanding concerns about customer transparency and oversight, consumer protections, issue scope and cost, and closed tenant accounts with a past due balance where the landlord institutes service for that unit in the landlord's name. These concerns are discussed further later in the filing.

It is for these reasons the Company requests:

1. That the Commission approve our proposed modification to the Standard Contract for Solar\*Rewards Community (CSG) with the attached redline and clean version proposed changes for tariff sheets 9-74, 9-76, and 9-99.1 through 99.3 (Attachment F) to align with an Opt-In/Opt-Out approach that adds critical tenant protections in an addendum to the Standard Contract. The proposed modification of the CSG tariff consists of two major components. First, where the landlord is the customer, the modifications provide tenants the choice to determine if the rental unit where they live can be associated with a CSG subscription, and the tenants can have this CSG subscription discontinued at any time and for any reason. Second, where a tenant remains the named customer on the account, it is their decision on whether to have a subscription to a CSG. Allowing the tenant to remain as the customer of record provides statutory protections afforded them by law such as protection from disconnection during the Cold Weather Rule period, the ability to access the utility and the Commission's dispute resolution processes, and the ability to participate in our Affordability Programs.
2. That the Commission approve our proposed modification to the attached redline and clean version of the Solar\*Rewards Community tariff sheet 9-66.1 (Attachment F) with language consistent to the requested modifications in the Standard Contract.
3. That the Commission approve our proposal to modify our Low-Income Discount Rider to the attached redline and clean version of tariff sheet 5-95 (Attachment F) to decrease minimum monthly usage levels a customer must exceed to qualify for the PowerOn Program from 750 kWh per month to 300 kWh per month. During stakeholder discussions, parties requested this tariff change to more realistically align with a low-income tenants' usage patterns. We agree this is a more realistic level and in fact support ECC's proposed Low Income Discount Rate proposal in our current electric rate case that ties low usage to low-income<sup>1</sup>.

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<sup>1</sup> Energy CENTS Coalition's Testimony by Catherine Fair under Docket # G002/GR-21-630

4. That the Commission amend and reopen its original Order point 2b that states “Xcel shall propose a modification to its tariffs for these programs to allow low-income renters who are subject to third-party billing to access these programs” and remove this requirement as the parties are not able to implement this.

## **I. BACKGROUND**

On September 23, 2021, the Company, Energy CENTS Coalition, Mid-Minnesota Legal Aid, and the Citizens Utility Board of Minnesota, (collectively, the Joint Petitioners) filed a petition and tariff with the Commission proposing modifications to the existing Company tariff under the Standard Contract for Solar\*Rewards Community at sheets 9-66.1, 9-74, and 9-76 adding consumer protections for tenants in premises that are subject to CSG subscriptions.

We became aware of situations where tenants of multi-unit buildings either unwillingly or unknowingly had their accounts transferred to the building owner/landlord’s name, altering the customer of record so that the building owner or landlord could associate the tenant’s premise with the building owner or landlord’s CSG subscription. In this scenario, a portion of the associated bill credit was passed on to the tenant through a re-billing agent at a defined amount based on tenant size. The remainder of the bill credit was captured elsewhere. Tenants have noted that they receive less than a \$4/month credit for the CSG subscription associated with their premise when the building owner/landlord is the CSG subscriber associated with the tenant’s premise<sup>2</sup>.

Because of this practice, those tenants are no longer account holders with Xcel Energy and as a result are not protected under the regulatory compact of the Cold Weather Rule and other statutory and regulatory protections. They no longer have access to the Company’s affordability programs required for customers by Minnesota Statute and Commission Order because they no longer are utility customers. Thus, these tenants are financially harmed. Even more concerning, the tenants are no longer in Xcel Energy’s billing system, (i.e., the tenants no longer appear as Xcel Energy customers) and, as a result these affected customers have lost an average monthly credit of \$70 that our PowerOn program currently provides. To these tenants, the difference in the missed monthly energy assistance can be catastrophic; whatever de minimis financial benefit they receive through their participation in a CSG is significantly outweighed by the more substantial loss of that financial assistance. Absent the assistance our low-income programs provide, these tenants are

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<sup>2</sup> See original Petition filed September 23, 2021, page 4

more likely to struggle to pay for rent and utility costs and, are, therefore, more likely to face the threat of eviction.

In the September 2021 Petition, the Joint Petitioners expressed their concerns that tenants need a comprehensive approach to the combined bill payment assistance that the State of Minnesota (State) and Xcel Energy's programs provide. These programs provide a critical opportunity to help tenants pay their bills, especially in the wake of the pandemic recovery. Under the CSG Building Subscription Model (BSM) as currently being implemented by some landlords and CSG developers, these program benefits and other vital utility consumer protections are lost, and thus this CSG model unfairly, unnecessarily, and adversely impacts low-income tenants.

To ensure customer protections and maintain all energy assistance provisions offered by a regulated utility, the Company proposes to modify Xcel Energy's CSG Tariff and Xcel Energy's Standard Contract for Solar\*Rewards Community between the Garden Operator and the Company. Any modification to these tariffs would apply to all CSG contracts regardless of when they were signed. The tariffed CSG contract at Tariff sheet 9-73, states:

*The Community Solar Garden Operator shall comply with the rules stated in the Company's applicable electric tariff related to the Solar\*Rewards Community Program and the tariffed version of this Contract, as the same may be revised from time to time, or as otherwise allowed by an amendment to this Contract approved, or deemed approved, by the Minnesota Public Utilities Commission. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.*

## **II. THIRD PARTY BILLING VERSUS RE-BILLING CLARIFICATION**

The Joint Petitioners worked extensively with stakeholders about extending Xcel Energy's Affordability Programs to tenants who no longer retain an Xcel Energy account. As discussed further below, the Joint Petitioners do not believe such an extension is possible because it is inconsistent with Minnesota Statute and established reporting requirements and cannot as a practical matter be implemented.

Further, the Joint Petitioners believe stakeholders, including the Joint Petitioners themselves, have conflated the definitions of "third-party billing" and "re-billing services" provided by companies like Sagiliti (formerly JIT). The Joint Petitioners believe that clarifying and distinguishing these terms is necessary to the Commission's consideration in this matter.

The only applicable statutory reference that we could find to “third-party” in the utility billing context is a narrow one, found in Minnesota Statutes §216B.096. This statute references the Cold Weather Rule for public utilities. In that statute, “customer” is defined as “a residential customer *of a utility* (emphasis added).” A residential customer, in turn, may designate a *third-party* contact to view and pay the customer’s utility bill, to modify a payment arrangement, or to appeal a potential utility service disconnection. In other words, a residential customer with a third-party designee, voluntarily assigns that designee and retains their Xcel Energy account. An example is where an elderly customer has a relative pay her bills because she has early stages of dementia, and the utility bill for this customer is sent to a relative who manages its payment. This can be referred to as “in care of billing.” This is regularly done but is far different from the type of billing used by companies like Sagiliti.

On the other hand, property owners who take over tenant accounts, are taking over the account, and the tenant no longer has an Xcel Energy account. Because of this the property owner is neither acting nor has the authorization to act as the tenant’s third-party designee for that account. It is not accurate, and it is confusing, to refer to this as third-party billing. In this case, Sagiliti receives a copy of the tenant units electric bill from Xcel Energy and simply re-bills the tenant for electricity. This analysis is consistent with Commission rules on landlord-tenant billing as found at Minn. R. 7820.1400, which states as follows:

**Minn. R. 7820.1400**

**LANDLORD-TENANT RULE.**

In situations where the service is rendered at an address different from the mailing address of the bill, or where the utility has reason to know that a landlord-tenant relationship exists, and that the landlord is the customer of the utility; and where the landlord as customer would otherwise be subject to disconnection of service; the utility may not disconnect service until the following actions have been taken:

- A. Where it is feasible to so provide service the utility, after providing notice as required in these rules, shall offer the occupant the opportunity to subscribe for service in the occupant's own name. If the occupant then declines to so subscribe, the utility may disconnect service pursuant to the rules.
- B. A utility shall not attempt to recover from a tenant, or condition service to a tenant with the payment of any outstanding bills or other charges due upon the outstanding account of the landlord.

As shown by this Commission rule, where the utility account is in the name of the landlord, then the landlord is the customer of the utility, and the tenant is not the customer. If the landlord fails to pay the bill, the utility cannot hold the tenant responsible for the unpaid bill because the tenant is no longer the customer of the utility.

This distinction is critical to the legal and logistical ability of extending Xcel Energy's affordability programs to tenants in buildings where their Xcel Energy accounts have been taken over by property owners and re-billed through Sagiliti.

### **III. STAKEHOLDER GROUP MEETINGS**

The Company appreciates the opportunity to update the Commission on the status of our and the Joint Petitioners efforts following the issuance of the June 24 Order. In compliance with the Order, the Company initially issued notice of the first of two planned virtual stakeholder discussions. During the first meeting, a third meeting was planned. Later, a fourth meeting was planned. To accommodate the fourth meeting, the Company filed an extension request November 11. A formal Notice of the fourth meeting was not filed with the Commission, but all parties receiving invitations to the prior three meetings received an invitation to the fourth meeting and attendance was very comparable. A full list of stakeholder meeting participants is included in each set of meeting notes.

Notes from all four stakeholder discussions were sent to participants following each meeting. Parties were asked if any misrepresentations were included or if they recommended edits and the Company incorporated those in the meeting notes. Final copies of each meetings' notes are included in this filing as Attachment A.

The first three stakeholder meetings included a Power Point deck addressing each Order point from the Commissions June 24, 2022 Order and questions posed to participants to help direct the conversation. The fourth meeting was designed to specifically address outstanding collaboration points such as the CSG tariff Opt-in/Opt-out provision and logistics of modifications to Xcel Energy's Affordability Program tariff.

#### **A. Stakeholder Meeting #1 [August 9, 2022]; Order Points 6(C, E) and 2(B)**

After each participant RSVP'd to meeting #1, they received an agenda of our plan (Attachment B) for the intended two (at that time) stakeholder discussions. The meeting materials also included the Joint Petitioners Opt-in/Opt-out proposal and our explanation that that we cannot find a solution that will meet the needs of the

customer, Building Subscription Model, and Xcel Energy's regulatory tracking and reporting requirements. Some stakeholders believe that extending the Company's affordability programs is only a matter of data sharing. In response to stakeholder assertions that *the programs should be extended to tenants without utility accounts*, the Company asked parties to describe *how* to extend the programs. We asked participants to come prepared to discuss how to overcome the logistical barriers to the Company's ability to comply with enrollment, tracking and reporting. Specifically, we also asked stakeholders to describe the respective roles of landlords, re-billing agents, the Company and program administrator (ECC) in extending these programs, including notifying customers of the availability of these programs, enrolling customers, administering credits, processing renewals and removals, tracking payments and reporting compliance.

The first stakeholder meeting was planned to focus on Commission Order points 6 (C, E) and 2(B). The Joint Petitioners discussed the extensive time the group put into searching for options as well as considering options to meet the Commission's Order points to modify existing tariffs that will extend Xcel Energy's Affordability Programs to tenants under a re-billing scenario. The Joint Petitioners concluded that extending Xcel Energy's Affordability Programs was not feasible and proposed the Opt-In/Opt-Out provision. The Joint Petitioners believe this proposal provides tenants a voluntary choice to participate in a CSG and does not require them to enroll in a CSG owned by their landlord. We presented our Opt-In/Opt-Out proposal to the stakeholder group. In this proposal, as part of the CSG contract, tenants must sign a form that indicates they understand they no longer have an Xcel Energy account in their name and therefore, are not eligible for Xcel Energy's Affordability Programs. Likewise, we proposed that tenants can Opt-Out of a building owner's CSG at any time and at no cost.

During the meeting, some stakeholders stated that tenants can currently opt-out of a building CSG for several reasons; including, subscribing to another solar garden, if they need certain energy assistance, and if they do not realize annual savings on their electric bills. Parties also discussed some of the logistical hurdles of simply modifying our Affordability Program tariffs to accommodate the Order points. Participants asked for the list of possible options and "hurdles" the Joint Petitioners analyzed when assessing the Commission Order. Participants indicated it was difficult to provide feedback and a solution on the Order points without fully understanding how the POWER On, Senior/Disability Discount, and Medical Affordability programs work. The Joint Petitioners agreed to send the requested information and asked that parties respond with clarifying questions or comments in the month between receiving the information and the next meeting on September 14. On August 15 the Joint Petitioners sent meeting notes for parties' review as well as a discussion of the

logistical and administrative barriers to extending these programs to non-Xcel Energy customers. This detailed explanation and assessment is included as the document titled *Low Income Affordability Program Rebilling & Community Solar Garden Participation* (Attachment C).

#### Applicable Order Points for Stakeholder Meeting #1

- a) Discussion of Order point 6C was deferred until stakeholders had additional program information to help with their feedback.
- b) Discussion of Order point 6E was deferred until the second stakeholder meeting due to time constraints.
- c) The tariff modification in Order point 2B was discussed throughout the meeting. The Joint Petitioners are unable to find a solution to meet this Order point without compromising our ability to comply with:
  - i. MN Statute 216B.16(subd 14) which sets the affordability program parameters.
  - ii. Xcel Energy has statutory reporting requirements based on customer data in 216B.029, 216B.091, 216B.096, 216B.0975, 216B.0976, 216B.098.
  - iii. Xcel Energy has reporting requirements for the Low-Income Discount, the POWER On, and Medical Energy Assistance Programs<sup>3</sup>.

As indicated above, further discussions surrounding Order point 2(B) would occur at the next three stakeholder meetings once participants had the program administration information they requested to help with an assessment.

#### **B. Stakeholder Meeting #2 [September 14, 2022]; Order Points 6 (A, B, D, E) and 2(A)**

#### Applicable Order Points for Stakeholder Meeting #2

- a) Meeting participants had a comprehensive conversation in relation to Order point 6A that included Sagiliti's current practices of showing a single utility amount due on tenant billing statements. If tenants wish for more detail, they can call Sagiliti's customer service line. Sagiliti, TBR, and Solar Holdings did express their willingness to add more detail to tenant billing statements to

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<sup>3</sup> Docket Nos. E002/M-04-1956 and E002/M-10-854

provide for more billing transparency. Because the Joint Petitioners cannot find an alternative solution that will allow tenants to both transfer their account to the building owner or re-biller and allow them to maintain the significant benefits previously afforded them as income qualified Xcel Energy account holders, the Joint Petitioners continue to believe that tenants should be expressly made aware of their options and provided a choice to either participate in a CSG or our Affordability Programs.

- b) Discussion of Order point 6B at this meeting was abbreviated. When asked how the public is served under the re-billing systems, stakeholders indicated they are contributing to the addition of renewable energy on the system and tenants receive CSG bill credits.
- c) We ran out of time to discuss Order point 6D at the second stakeholder meeting.
- d) In accordance with order point 6(E), the Joint Petitioners proposed language that would include a claw-back or recoupment provision on a Community Solar Garden Operator associated with the time frame for not following the tariff requirements for a subscription. This language would be added to our CSG contract, that is in tariff.

On and after XXX, for new tenant for a given premise unit or for a new subscription, the opt-in form needs to be signed and uploaded to the Company portal for the Community Solar Garden associated with the subscription before the subscription shall be considered to be a valid subscription. For the time period during which the opt-in form should have been signed and uploaded, but was not signed and uploaded, then any such subscription shall be an Ineligible Subscription, and the Company may recoup and obtain payment solely from the Community Solar Garden Operator the difference between the Ineligible Subscription Bill Credit provided and the Unsubscribed Energy rate. Failure of the Community Solar Garden Operator to make this payment within 30 days of demand by the Company shall be considered a breach of this Contract. In the event that the Community Solar Garden or Landlord imposes any fees on the tenant to recoup the recoupment payment described above, then upon becoming aware of this the Company may consider this to be a breach of Contract.

Participants voiced concern that this proposal assumed the Joint Petitioners Opt-In/Opt-Out proposal was agreed to and that was still under discussion because this proposed language [Opt-in/Opt-Out] does not include modifications to our affordability program tariffs.

- e) Order Point 2A was deferred to the next meeting because we ran out of time.

The Joint Petitioners remained concerned that stakeholders continued to insist that extending these programs was simply a matter of data sharing while declining to offer solutions to the barriers presented by the Joint Petitioners. Without receiving a response to the initial questions sent in Attachment C, the Joint Petitioners sent a list of additional administrative and process clarification questions to stakeholders to elicit a response. The document is titled *Additional Process Questions that came from Stakeholder Meeting #2* and included as Attachment D.

### **C. Stakeholder Meeting #3 [September 28, 2022]; Order Points 6 (A, B, C, D, E) and 2(A)**

Stakeholder meeting #3 was intended to focus on all Order points except 6(A) as participants believed meeting number 2 covered that topic sufficiently. On September 26, 2022, Sagiliti, TBR, and Solar Holdings provided responses to many of the questions sent early in the stakeholder process. These are included as Attachment E as well as redline edits to the Low-Income Energy Discount Rider and the CSG Standard Contract. Because stakeholders offered multiple iterations, we will include only the final proposed in this compliance filing.

#### Applicable Order Points for Stakeholder Meeting #3

- a) Meeting #3 combined Order point 6A with Order point 6B. Parties continued to talk about legal authority of a landlord to take over an account and found no agreement. Sagiliti, TBR, and Solar Holdings indicated they do and will continue to provide payment plans for tenants. Plans are typically up to 4 months in length – sometimes up to six months, depending on the tenant’s need. The Joint Petitioners expressed concern over the voluntary nature of the payment plan offering and that there is nothing requiring them to continue this obligation, nor would there be any recourse or Commission oversight for tenants in the event of a violation or cessation of the offering. It is unclear if other re-billing companies exist, and if so, it is unclear if they offer any payment plans. Further, the Joint Petitioners have not seen any payment plan amounts on tenant statements that we have had the opportunity to review. By contrast

Xcel Energy offers payment plans up to 24 for extenuating circumstances. Most arrangements fall within the 12-month timeframe.

Billing issues are further complicated in the context of the Company's Affordability Programs. For example, Sagiliti stated that it was too complicated for them to administer the Power On program if participants had pre-program arrears. Yet, the arrearage forgiveness component is a required element of the PowerOn program. This example demonstrates, in one significant way, why extending these programs to non-Xcel Energy customers is not just a matter of data sharing.

The Joint Petitioners asked TBR and Solar Holdings why they did not seem to support an Opt-In proposal. They responded that if a tenant lease includes automatic enrollment in the building's CSG and, if the tenant objects to that provision in the lease, they can choose to live somewhere else. Participants also discussed the lack of Commission oversight to guarantee consumer protections afforded them under MN Statute 216B.098. TBR and Solar Holdings indicated we could look at incorporating protections within the LIHEAP contract. If the Commission believes this to be sufficient, the Company is unsure how landlords that are working with re-billers who *not* approved LIHEAP vendors would manage incorporating these protections. The Joint Petitioners pointed out that the Department of Commerce (Department) for the issues at hand has authority over the LIHEAP program only, not the rest of MN Statute which is subject to the authority of the Commission – see, for example, Minn. Stat. § 216B.09. The Commission has authority over the statute as a whole and Sagiliti as a registered LIHEAP vendor has a contract with the service provider, the Community Action Agency, not directly with the Department. The Joint Petitioners remain concerned that absent adopting our proposed tariffed changes that tenants would not be provided an informed choice and the Commission would have no jurisdiction to enforce violations by Sagiliti of the 216B.098 protections they claim they might offer – since Sagiliti is neither a regulated utility nor a Community Solar Garden Operator that has signed a tariffed contract that is subject to the jurisdiction of the Commission. Tenants would not be informed that they will not (or no longer) have access to Xcel Energy's Affordability Programs or statutory consumer protections. In a market where affordable housing is often a challenge to find, these tenants at a minimum should be presented with the facts so that they can make an informed choice.

- b) The meeting included an interwoven discussion Order points 6C and 6D related to tenant contact primarily to Legal Aid and ECC regarding the

takeover of their Xcel Energy accounts by property owners who also own CSG's. Tenants indicated the harm they incurred from losing access to Xcel Energy's Affordability programs, including threats of eviction for not signing a new lease that requires them to be a CSG subscriber, and charges to transfer their account back to Xcel Energy, etc.

- c) Participants discussed the Joint Petitioners proposed penalty and process related to Order point 6E. TBR and Solar Holders indicated there is already a penalty component to the existing CSG contract for landlord to treat violations as unsubscribed energy. Landlords have protections listed in their lease agreements. TBR and Solar Holdings state in their September 26 reply to the Low Income Affordability Program Rebilling & Community Solar Garden Participation outline (Attachment E), "for landlords using a re-bill because the building participates in a CSG, these protections can also be added in the standard contract between the CSG Operator and Xcel by having the landlord sign a Landlord Agreement and Consent Form." The Joint Petitioners indicated they would have no way of knowing if the landlord followed these principles.
- d) Participants discussed the details of an account transfer related to Order point 2A regarding re-billing, particularly for Xcel Energy customers with a current past due balance. At this time, Sagiliti agreed these customers will not be transferred. They could not assist these customers through PowerOn because of the billing complexities involved in providing these customers with arrearage forgiveness credits and related customer payment tracking reporting requirements.
- e) Participants continued to discuss options for Order point 2B throughout the meeting but ultimately no consensus was reached.

Following the third stakeholder discussion TBR and Solar Holdings sent proposed CSG and Low-Income Energy Discount Rider tariff language modifications that included both an Opt-In and Opt-Out provision for tenants.

#### **D. Stakeholder Meeting #4 [October 26, 2022]**

The fourth and final stakeholder meeting was held to walk through proposals sent by parties. At this fourth meeting the group came to general agreement on the concept of Opt-In/Opt-Out as well as decreasing the minimum monthly usage levels a customer must exceed to qualify for our PowerOn program. Additionally, at the request of stakeholders we have added an exemption clause to the Standard Contract for

Solar\*Rewards Community to include landlords that pay the electric bill but do not pass the electric bill costs to the tenant. Parties continued to discuss proposed contract revisions but acknowledged we will not be able to come to a consensus on all that was put before us.

#### IV. COMPLIANCE

In the following section, the Company provides our Compliance by Order Point, first describing the Order Point and then responding to how we have or intend to comply.

2. *Regarding its PowerOn Program, Medical Affordability Program, Gas Affordability Program, and Low-Income Discount Program, Xcel shall do the following:*

*A. Before Xcel transfers a utility account from a tenant to the landlord as part of a Community Solar Program, Xcel shall take reasonable steps with the landlord to help qualified tenants continue receiving the benefits of these low-income affordability programs.*

Xcel Energy believes the proposed Opt-In form in our proposed tariff changes meets this Order point. However, the Company cannot set up a system so that tenants keep access to low-income affordability programs once the landlord becomes the named customer on the account. As described throughout this filing, Xcel Energy 1) continues to believe we must have access to a tenant's billing and payment history and that tenant must be a customer of record to be eligible for our Affordability Programs; 2) along with the Joint Petitioners, we could not find a practical, cost and time efficient way to meet the needs to the customer, landlord, (us) utility, and regulatory agencies. The Opt-In provision provides the tenant with an informed choice between participating in a re-billing CSG or our Affordability Programs. Importantly, nothing precludes a tenant from participating in our Affordability Programs and any other individual subscription to a CSG where they maintain their Xcel Energy account in their name.

*B. Xcel shall propose a modification to its tariffs for these programs to allow low-income renters who are subject to third-party billing to access these programs.*

As indicated in 2(B) above and throughout this filing, the Company, Joint Petitioners, and stakeholders spent a significant amount of time both separately and as a stakeholder group discussing how all our Affordability Programs function and how they interact with the State's LIHEAP program. The Joint Petitioners provided detail on the (manually calculated and communicated) affordability payment calculation our contracted vendor provides customers because our billing system cannot automatically replace the actual amount due with an affordability program payment

amount. In this situation, we do not believe there is a practical, cost and time-efficient modification that can be made that will allow low-income renter's subject to re-billing, access to our Affordability Programs. We are asking that the Commission reopen and remove this ordering point.

4. *Xcel shall work with the Energy CENTS Coalition to notify affected tenants that they may contact the Consumer Division of the OAG for information and possible assistance.*

Xcel Energy commits to working with ECC to aid affected tenants. As Xcel Energy's contracted vendor for its PowerOn and Medical Assistance Programs, we are in regular contact with ECC. However, when tenants are no longer our customers, neither the Company nor ECC has the ability to know which tenants may be adversely impacted by a CSG under the BSM model. Xcel Energy and ECC can only respond to tenants who contact us. When we are aware of affected tenants, the Company commits to working with ECC to assist them.

6. *Xcel shall convene a stakeholder process to further discuss the issues in these dockets within 60 days, and file revised tariffs within 120 days in this docket. The stakeholder process shall address the following issues, among others:*

- A. *Transparency about Community Solar Garden offerings serving their residential unit under third-party billing systems.*
- B. *Tenant rights under third-party billing systems, including any right to claim control over the utility account.*
- C. *Low-income tenant access to utility energy assistance programs such as PowerOn even when receiving service under a third-party billing system.*
- D. *Ensuring that a landlord who has tenant accounts in the landlord's name may continue to participate in Xcel's CSG program, assuming the implementation of this model does not cause more harm than benefit to the tenants.*
- E. *Ensuring that any penalties to CSG developers who violate Xcel's tariff are based on developer-caused violations or known omissions, and are commensurate with the timeframe of the violation/known omission.*

The Company held four stakeholder meetings during this time. After the stakeholder group determined additional dialogue would be beneficial, we requested a three-week extension to the filing timeline. We have addressed items in Ordering Points 6A-6E in our discussion of Ordering point 2 above and we continue to believe our proposed Opt-In form in our proposed "Landlord as Subscriber" Addendum to the CSG contract will provide the tenant with an informed choice by adding increased transparency about CSG offerings, tenant rights, the opportunity or inability to access our Affordability Programs, and take steps to help mitigate the harm caused to low-

income tenants under the CSG BSM. As part of the workgroup process, we no longer proposed the “Opt-In/Opt-Out Addendum” but instead proposed the “Landlord as Subscriber Addendum” which has an Opt-In form that together provides similar protections. We believe the tenant should be able to Opt-Out under a format of their choosing.

## **V. OUTSTANDING CONCERNS:**

The Company has additional outstanding concerns we will address below.

### **A. Customer Transparency & Oversight**

Throughout this process the Joint Petitioners have asserted that offering the utility affordability programs requires Xcel Energy to maintain a customer on the Company's billing system. Parties have discussed at great length potential voluntary data sharing by Sagiliti, TBR and Solar Holdings. However, the Joint Petitioners have no way to ensure this information is either timely or correct. Therefore, as the regulated entity, Xcel Energy cannot meet the requirements of MN Statute 216B.16(subd 14) which sets the affordability program parameters, MN Statutes 216B.029, 216B.091, 216B.096, 216B.0975, 216B.0976, 216B.098 reporting requirements based on customer data, and required PUC participation reporting for the Low-Income Discount, the POWER On, and Medical Energy Assistance Programs<sup>4</sup>.

In meeting #4, Sagiliti was asked to explain how they determined the 2021 crisis funding amounts they provided the group, and they could not. This showed their lack of understanding of the programs they have funding to administer. Additionally, Sagiliti informed the stakeholder group they were allowed to provide crisis funding to past due tenants who were re-billed and some CSG subscribers throughout COVID and were still engaging in this practice today because, they claimed, the Department had provided them requisite authorization. However, the Joint Petitioners have confirmed with the Department's Director of Energy Assistance Programs that in fact the Department did not authorize the use of crisis funds in this manner. This lack of a basic understanding of program rules assisting those most vulnerable gives the Company no confidence any data Sagiliti has offered to provide would be correct and risk our compliance with MN Rule, Statute or Commission Order.

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<sup>4</sup> Docket Nos. E002/M-04-1956 and E002/M-10-854

Additionally, Xcel Energy would be completely dependent on the landlord/re-biller to notify us— immediately - every time an Affordability Program participant moves so we can remove the credit associated with that unit and ensure a credit is not being applied to a false account. Removal of the additional credit in this circumstance will increase the landlord's bill. If the landlord/re-biller fails to notify Xcel Energy of a change of resident in a timely manner, adverse consequences result. Who has authority over the landlord/re-biller to institute the change? Would Xcel Energy have to retroactively remove credits from an account's bill -- and if so, would a new resident see a retroactive lump sum added to their bill, even though it's not their fault they were inappropriately receiving affordability credits through the landlord's rebilling? We also have concerns over the actual application of a the PowerOn program under this model that the group has not resolved. These include, how would we know if a customer is making an affordability program payment? How will the Company know when/if to remove customers for non-payment? How will we provide ratepayer funds to an unregulated, re-billing agent? If we are not but adding them to a building units bill, how much of a lag would the tenant have before realizing any credits? Are all re-billers treated the same? Lastly, the Commission has ultimate regulatory authority over these funds as ratepayer dollars and must have visibility into their spend. If funds go to an unregulated re-biller, the Commission risks losing that direct authority.

## **B. Consumer Protections**

One of the most serious problems with the CSG BSM model is that it necessarily results in the complete elimination of statutory and regulatory consumer protections for vulnerable low-income tenants who are involuntarily conscripted into the CSG program by a landlord or re-biller. Once tenants are stripped of their status as Xcel Energy customers, they are no longer protected under Minnesota Statutes and Rules or our Company tariffs. Among the protections they lose are:

- Cold Weather Rule protection, which guards against disconnection during the winter by allowing eligible low-income customers to enter into payments agreements, which cannot exceed 10% of monthly income, for the period between October 1 and April 30 of the following year;<sup>5</sup>
- Protection requiring regulated utilities to offer payment agreements generally, which “must consider a customer's financial circumstances and any extenuating circumstances of the household”;<sup>6</sup>

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<sup>5</sup> Minn. Stat. § 216B.096.

<sup>6</sup> Minn. Stat. § 216B.098, subd. 3.

- Protection requiring regulated utilities to offer budget payment plans;<sup>7</sup>
- Protection ensuring continuation of service when a customer is experiencing a medical emergency or needs service to operate life-sustaining medical equipment;<sup>8</sup>
- Access to the Commission’s complaint handling and dispute resolution process;<sup>9</sup>

In lieu of a tenant no longer having an account under their name with Xcel Energy and the Company not knowing “who” may be in the multi-family building unit, parties stated they would "voluntarily" provide these protections. However, there is no guarantee they will, the parties to this stakeholder process cannot bind nonparticipating parties, and there is no recourse for a tenant with the Commission or any other governing entity in case of violation.

### **C. Scope of Issue and Cost**

During the stakeholder meetings Sagiliti stated they have approximately 120+ customers who they are currently rebilling that are also in buildings where the owner is subscribed to a CSG. Additionally, they noted that they re-bill approximately 4,000 units in our total service territory (it is our understanding these customer accounts may include some outside of Minnesota, but we were not given a specific Minnesota number) that are not subscribed to a CSG. By comparison, Xcel Energy’s PowerOn Program serves approximately 18,000 customers per year. We are concerned about the scope and potential cost to other customer this issue creates to serve landlords with an estimated 120 tenants. This reinforces our belief that a tenant should have the right to choose to remain an Xcel Energy customer.

### **D. Transferred Accounts with a Past Due Balance**

There is a challenge when a low-income customer of record is taken off an account. At this point the Company completes a final bill and all associated affordability program benefits with that customer are ended because we do not have another “service start order” for the customer. Often these customers have past due balances and now we are trying to collect on the past due balance. Most often we had an established payment plan for this customer to work on this past due amount while they were our account holder. At the same time as our collection of past due is taking place, the building owner is collecting on the newly established account on the re-

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<sup>7</sup> Minn. Stat. § 216B.098, subd. 2.

<sup>8</sup> Minn. Stat. § 216B.098, subd. 5.

<sup>9</sup> Minn. Stat. § 216B.098, subd. 5; Minn. R. 7829.1500; and Minn. R. 7829.1600

billing statements. In these situations, Sagiliti has acknowledged it may be more beneficial to allow the tenant to remain the customer of Xcel Energy because it is too difficult to work through this process. To us, this is another example of why it is important to allow a customer to choose if they wish to Opt-in of re-billing that has a CSG subscription.

These are the most substantial reasons we have concerns over landlords or re-billers taking over customer accounts. We have a responsibility to our customers to provide safe, reliable service. To do this, we need access to our customers - including to the most vulnerable to provide them the services afforded them by law and tariff.

## **CONCLUSION**

The Company appreciates the opportunity to address the important policy considerations in the Commission's Order and the consumer protection issues through this compliance filing. We believe the stakeholder process resulted in an agreement about one critical issue in our initial petition, that tenants have a right to make an informed choice about the programs that will benefit them most. We acknowledge that there is still some distance between the parties on the outstanding issues.

We ask the Commission to approve:

- Modifications to the Standard Contract for Solar\*Rewards Community tariff sheets 9-74, 9-76, and 9-99.1 through 99.3,
- Modification to the Solar\*Rewards Community tariff sheet 9-66.1, and
- Modification to our Low-Income Energy Discount Rider tariff sheet 5-95.

We also ask that the Commission to amend and reopen its original Order point 2b that states "Xcel shall propose a modification to its tariffs for these programs to allow low-income renters who are subject to third-party billing to access these programs" and remove this requirement as the parties are not able to implement this. Further, we believe any attempt to comply with this Order Point will undermine the statutory provisions governing these programs and the Commission-approved program reporting requirements.

Dated: November 11, 2022

Northern States Power Company

## Meeting Notes - Low-Income Energy Assistance Community Solar Garden Rebilling

Stakeholder Workshop #1

Meeting Date: 8/9/22

Meeting was facilitated by Bridget Dockter @ Xcel Energy

### Opening Statements

Parties are notified of meeting recording for note taking purposes. Notes will be shared with the group to ensure Parties' position was not misrepresented. Notes will be filed in this docket as part of Xcel Energy's required filing at 120 days following the Commission Order (October 22). The Order required a stakeholder discussion, but we will hold two. The second will be September 14, as you were notified in the email sent late last week. Parties also received the power point deck yesterday for review.

### Walking through the power point presentation and discussion

- Meeting will focus on Order Points 2(b) and 6 (c) and (e).
- Please add your name and organization in the chat feature as well as introduce yourself before speaking.
- Bridget reviewed the agenda, including the order points this meeting will address, the joint petitioners' proposals, recommendation request of stakeholders, and the planned discussion for the September 14 meeting.
- Pam Marshall presented the Joint Petitioners' Opt In/Opt Out proposal
- Considerable time has been spent trying to find a solution to extend Xcel Energy's low-income programs to customers who are not account holders. A simplified option has been identified as an opt-in, opt-out proposal.
- Pam Marshall gave overview of efforts- complexity of process- couldn't find path that would be workable. Opt-in/Opt-out language drafted allows tenants to opt out to continue receiving Xcel Energy's low-income programs or opt in, acknowledging they will forfeit assistance benefits.
- Timothy Denherder-Thomas- order says Xcel "shall propose a low-income tariff modification". Want to understand tariff issues, interpretation of Statute issues- that cause Xcel to feel following terms of PUC order is not the next step.
- Pam Marshall- unintentionally, the Commission would be asking Xcel Energy to not comply with previous orders - Considerations include customer credit based upon 3% of household income (the "affordability credit"), is complicated in part, because the credits appear on the Xcel Energy bill, but monthly affordable bill payments do not, the credit is provided to participants separately through the POWER On Administrator (Energy Cents Coalition). There are many things to consider. Would a rebilling coordinator conduct these complicated computations, track arrears, reporting requirements (billing issues), credit applied only once a bill is paid if it went to 3<sup>rd</sup> party billing - Xcel would not have access to the paid date. Too much detail/complications for 3<sup>rd</sup> party involvement. Tip of the iceberg of issues- we looked at many scenarios.

- Andy Hawkins- Sr Discount program- Xcel Energy receives a weekly list of eligible consumers. Over time, this is how the process has developed. We work with over 30,000 customers on low-income energy affordability programs.
- Timothy Denherder-Thomas - understands this is a complex process and proposes that we try to find our way through this complicated process.
- Pam Marshall- Please send ideas if you have other proposals. For example: Who would take application for utility energy assistance? Some fundamental programmatic and process issues to manage prior to regulatory issues. It is more complicated than just LIHEAP and state.
- Ingrid Bjorklund: JIT filed a solution in the docket a while ago. Elizabeth can explain. There isn't anything prohibiting 3<sup>rd</sup> party billing in statute. JIT and the Department have a lot of experience working with low-income programs.
- JIT Proposal Overview (Elizabeth Bremer/Mike Menzel)-DOC must approve outside organizations to participate in LIHEAP. Tying to premise number (for a given resident) with a credit value. Credit could continue to be placed on that premise number. When 3<sup>rd</sup> party biller generating invoice, can take the low-income discount to that premise. Didn't think there would be much of a change- rather than applying to a person, apply to a premise number.
- Pam Marshall- these aren't one-time interactions. Issue is, applying credit to someone that isn't low income, more so- the mechanics of POWER On determines the POWER On "affordable monthly payment" which is the amount owed for electrical service for those on the POWER On program – but this amount owed isn't included on Xcel Energy's bill. How would a 3<sup>rd</sup> party figure this out and tie it into the billing process? The POWER On and LIHEAP mechanics are very different.
- Mike Menzel- how does Xcel Energy track the varying monthly rates now?
- Andy Hawkins- we bill based on the customer, its not premise based. Benefits calculated per customer qualifications. This becomes problematic once pulled out by premise.
- Pam Marshall- We check they are on LIHEAP, then determine if eligible for POWER On, calculate "affordable monthly payment" for each customer, then communicate to customer and to Xcel Energy. Xcel Energy then applies the credit (which is the difference between the billed amount and the payment based on the 3% of household income. Once the bill is paid, need to track arrears and associated issues. There are many administration issues to track, that makes it complicated. What a customer needs to pay is not on the actual bill.
- Elizabeth Bremer – We work with CAP organizations and JIT makes reports and receives reports right now. The PUC has asked us to find a way to make this work. JIT has tried to work with Pam and Xcel. This comes down to accounting logistics. Xcel Energy figures out how to get this information to banks to get their funds, there has to be a way to get through this to make this work.
- Pam Marshall – It's not just an accounting issue. Much more complicated than that. Welcome others to lay out the plan. Pam can put together a 3-page document that shows the complicated nature of this.

- Elizabeth Bremer - Please share your 3 pages of hurdles. We need to know what the problems are. That is the critical starting point. How to meet up and work with the DOC.
- Pam Marshall – The DOC is not involved with POWER On. Happy to share those details. Are there any comments on the Opt In/Opt Out proposal?
- Elizabeth Bremer – Opt in/Opt out form does not really work as people want to stay in CSG, 3<sup>rd</sup> Party Billing, and have low-income benefits.
- Ingrid Bjorklund - Opt In/Out Form presumes we can't find a workable solution
- Bridget Dockter - Sounds like people don't want to discuss options at this time until list of hurdles the joint petitioners have gone through are shared. We are talking about 3<sup>rd</sup> party billing. CSG conversation is separate and will happen on the 14<sup>th</sup>.
- Ingrid Bjorklund -. The proposed Opt In/Opt Out form is tied to community solar garden subscriptions. Today we are talking about tenants who are subject to third party billing and allowing them to access Xcel's programs such as POWER On – irrespective of CSG involvement. We are not having the CSG conversation until the 14<sup>th</sup>. And to clarify, landlords have broad discretion and can take over accounts if they want to, based on landlord/tenant law.
- Mike Menzel- Its hard to understand where issues are without seeing specifics to comment upon. Address between this and next working session.
- Bridget Dockter- Will send out our list of considerations and will add to discussion points of meeting on the 14<sup>th</sup>.
- Pam Marshall- Not opposed to doing that- generalizations don't help. Know that the Commission Order says one thing but if we can't meet it, we will have to own that. Opt In /Out specific to CSG subscription. If a building model, then terms would apply. Relevant to building CSG service, not to re billing service.
- Timothy Denherder Thomas -response to PUC of 'this isn't possible'- does not move the needle forward. Same arguments as in testimony. If we want to try and resolve this rather than fighting same argument, need to roll up sleeves.
- Bridget Dockter - happy to do that. Discussion joint petitioners had going through options/scenarios and nuances of each of the systems can be a starting point. That discussion will be shared. In the meantime, any comments or questions send to Bridget via email. Any comments to share now? –No direct response.
- Gary Van Winkle- I think that if "the other side" is that the tenants should not have a choice- then that argument needs to be legally defended. That would compromise the rights of a certain class of ratepayers. If position is that tenants should not have a choice then- justify that legally. Rate payers should not be forced into a billing and distribution system without options.
- Timothy Denherder Thomas - really important that tenants have choice about CSG, tenants should also have a choice to rate based affordability options for low-income renters. Want to protect both those options.
- Pam Marshall- fairness/justice for Xcel Energy ratepayers that are funding the programs that aren't going back to Xcel Energy customers is another consideration and barrier. Credit going not to customer but to 3<sup>rd</sup> party payment system. Opt In/Opt Out language

recognizes that there will continue to be building CSG programs, that those exist, that only a handful of people will not subscribe, vast majority will sign and not care. For those that may be harmed by it because a solution can't be found- can't just extend them (programs) need a proposal to understand how to extend in the realm that would work. Opt In/Opt Out at least hits a couple of the Commission's order points successfully.

- Catherine Fair- wasn't under the impression that the Opt Out wouldn't allow an individual to have an independent CSG account.
- Bridget Dockter- it does not but crux comes under 3<sup>rd</sup> party billing CSG model. That's where the difficulty is. How to enable the affordability credits and track and report as the Commission required- that is the challenge.
- Timothy Denherder Thomas - Opt In/Out is appropriate under Order Point 6(E) but not 2B.
- Ingrid Bjorklund: Is there any Department comment on LIHEAP processes? No one on from low-income EAP regulatory group.
- Mike Menzel: All customers pay into the affordability rate.
- Pam Marshall and Bridget Dockter: Customers who receive LIHEAP do not pay into the low-income surcharge rider.
- Elizabeth Bremer - Commission clarified that if customers are using 3<sup>rd</sup> party billing or are an Xcel Energy customer, they can utilize these programs. Just wish we could work together for low-income people.
- Pam Marshall- that is open to legal challenge. If 3<sup>rd</sup> party billing used, there is no customer account- legal issue with that interpretation. We work for low-income customers every day.
- Ingrid Bjorklund – It looks like we will need to get into a lot of detail to work through these issues but likely not enough time to address this at the next meeting on September 14. Would there be an interim meeting? Is a 3<sup>rd</sup> meeting maybe necessary? 2<sup>nd</sup> meeting agenda already full.
- Bridget Dockter – Clarify that we can't have an interim meeting without notifying larger group. This group can discuss these matters on the 14<sup>th</sup>. Can't exclude some parties from the conversation and meet with a smaller group.
- Bridget Dockter - or people could share information via email and the group can discuss on the 14<sup>th</sup>.
- Ingrid Bjorklund - might be solution given timeframe. Real time conversation would be very helpful. Is a 3<sup>rd</sup> meeting maybe necessary? 2<sup>nd</sup> meeting agenda already full.
- Pam- what are your proposals beyond- extend your program. [No direct responses received]
- Ingrid Bjorklund - We need information sharing to help guide a solution and can try email, but negotiations are best in person. Our goal is to come up with a solution.
- Mike Menzel- every single program does not have the same issues.
- Pam- information sharing is a two-way street. POWER On low-income discount docket. Look at what Xcel Energy reports now. Will give more detailed information. Docket #: 04-1956.

- Gary Van Winkle- Opt In /Opt Out was lead into this meeting. Now talk about getting into more detail, specific numbers etc. If the question is, how do we move forward? I think we move forward with a proposal on the table that involves tenant choice. Opt In/ Opt Out is on the table. Can we get to a model with tenant choice which includes CSG?
- Ingrid Bjorklund – The opt in/opt out for CSG's isn't one of the order points on today's agenda. Use of 3<sup>rd</sup> party biller is a separate issue, which is on today's agenda.
- Gary Van Winkle - Difference between 3<sup>rd</sup> party billing/re billing. Question is do we have a model we can agree on that allows for consumer choice.
- Pam Marshall - Affordability program extensions- don't assume we can get there. Suspend that idea for now. Where are people at? If people in a building decide not to participate in a CSG- would parties consider that?
- Ingrid Bjorklund- there already are conditions to which people can opt out. The opt-in/opt-out discussion, tenants' rights, and CSG transparencies will happen on 14<sup>th</sup>. We were only notified a couple days ago, and those issues will be discussed on the 14<sup>th</sup>. Currently, the tenant can opt out for several reasons including subscribing to another solar garden, need certain energy assistance, and if they don't realize annual savings on their electric bills (they are getting monthly discounts
- Pam Marshall - can they opt out and join in on other CSG? Yes, says Ingrid. We provided comments to that effect at the agenda meeting.
- Gary V.W./Robin Ann Williams conversation- landlord law understanding needed here. Can landlords tell tenants how to manage utility accounts. Legal issues. Forced to subscribe by landlord or not? If incorporated into lease, can be directed. GVW: Landlord language 504(b) doesn't address 3<sup>rd</sup> party billing / rebilling, but the practice violates Minn Stats sections 216B.03, .05. & .07 (Gary misspoke on .05 and should have said .09). Robin said that landlord-tenant statutes (ch. 504B) does not provide such restrictions and the lease controls what a landlord can do, and she defers to Ingrid Bjorklund to speak to utility law points. Robin asked for legal citation to landlord-tenant law supporting Legal Aid's position. Robin had to drop off the call, and GVW continued: GVW: the Commission has not addressed specifically whether 3<sup>rd</sup> party billing/rebilling is legal, and the parties should not assume that it is legal. (The prejudice to tenants of this practice – as demonstrated by tenant testimony before the Commission – has not been refuted or otherwise responded to by the "other side").
- Pam Marshall – we are talking about a proposed modification to the CSG Tariff-independent of low-income programs.
- Timothy Denherder Thomas- program listed as in response to Order points 2(B) and 6(C). They have been linked in powerpoint.
- Bridget Dockter - Via same process, we will issue a Notice of Stakeholder Meeting tomorrow morning. We will automatically include all those who have RSVP'd here on the second meeting notice.
- Bridget Dockter - questions listed above for meeting on 9/14. I am hearing requests for a third stakeholder meeting. What do people think about the end of September? Thumbs up. **We will send out our list of analysis and considerations regarding POWER On program and intricacies with that. It is important that parties give consideration to**

**what we have in the list and reply before meeting on 9/14 via email. Responding to questions sent last Friday would be helpful too. Will help us to prepare for the next round. Please come prepared to discuss with your recommended program options.**

- We will submit notice in the Dockets for next meeting, this group will receive notice. Don't need to respond. Those who had RSVP'd before will receive an automatic meeting invitation.

**Attendees:**

<b>Bahn</b>	<b>Andrew</b>	<b>MN DOC</b>
<b>Marshall</b>	<b>Pam</b>	<b>Energy Cents</b>
<b>Levenson Falk</b>	<b>Annie</b>	<b>Citizens Utility Board of MN</b>
<b>Vanwinkle</b>	<b>Gary</b>	<b>Legal Aid</b>
<b>Fair</b>	<b>Catherine</b>	<b>Energy Cents</b>
<b>Edstrom</b>	<b>Brian</b>	<b>Citizens Utility Board of MN</b>
<b>Elwood</b>	<b>Ron</b>	<b>Legal Aid</b>
<b>Beck</b>	<b>Sabina</b>	<b>Legal Aid</b>
<b>Warmuth</b>		<b>Vote Solar</b>
<b>Berkland</b>	<b>Kristin</b>	<b>Office of Attorney General</b>
<b>McShane</b>	<b>Sally</b>	<b>MN PUC</b>
<b>Melewski</b>	<b>Matthew</b>	<b>The Boutique Firm</b>
<b>Menzel</b>	<b>Mike</b>	<b>Sagiliti</b>
<b>Bremer</b>	<b>Elizabeth</b>	<b>Sagiliti</b>
<b>Williams</b>	<b>Robin</b>	<b>Arbiter Law</b>
<b>Bjorklund</b>	<b>Ingrid</b>	<b>Bjorklund Law, PLLC</b>
<b>Rebholz</b>	<b>Michelle</b>	<b>MN DOC (Supervisor Energy Regulation &amp; Planning)</b>
<b>Tiegland</b>	<b>Peter</b>	<b>MNSEIA</b>
<b>DenHerder-Thomas</b>	<b>Timothy</b>	<b>Cooperative Energy Futures</b>
<b>Meyer</b>	<b>Joe</b>	<b>Office of Attorney General</b>
<b>Miller</b>	<b>Stacy</b>	<b>City of Minneapolis</b>
<b>Dockter</b>	<b>Bridget</b>	<b>Xcel Energy</b>
<b>Pomerleau</b>	<b>Crystal</b>	<b>Xcel Energy</b>
<b>Denniston</b>	<b>James</b>	<b>Xcel Energy</b>
<b>Peterson</b>	<b>Jessica</b>	<b>Xcel Energy</b>
<b>Hawkins</b>	<b>Andrew</b>	<b>Xcel Energy</b>
<b>Kurki</b>	<b>Leena</b>	<b>Xcel Energy</b>
<b>Leaf</b>	<b>Patti</b>	<b>Xcel Energy</b>

## Meeting Notes - Low-Income Energy Assistance Community Solar Garden Rebilling

Stakeholder Workshop #2

Meeting Date: September 14, 2022

Meeting was facilitated by Bridget Dockter @ Xcel Energy

### **Opening Statements**

Welcome everyone. Thank you for joining us for the second of three stakeholder meetings. As with the last stakeholder meeting, notes from this meeting will be shared with the group to ensure Parties' positions are not misrepresented. Please let me know if you believe this has occurred, and we can make changes. Those notes will be filed in this docket as part of Xcel Energy's required filing at 120 days following the Commission Order (October 22).

- Bridget Dockter reviewed the agenda

### **Review of Meeting #1 led by Bridget Dockter**

- Last meeting was held August 9
- Original focus was to be on Order points 6(C,E) and 2(B)
- Joint Petitioners proposed an Opt-in/Opt-out because we could not find a way to modify the existing affordability program tariffs without conflicting with existing MN Statute that sets the program parameters, MN Statute that requires specific reporting, and the inability to perform the manual calculations of the POWER On Program when we don't have access to tenant information, and reporting requirements as part of existing Commission Orders.
- Some stakeholders voiced concern over the Opt-in/Opt-out approach
- At attendee request, the joint petitioners provided program process information and scenarios to identify impediments to expanding the affordability programs. The information was sent to stakeholders on August 15.
- Requested information was sent to stakeholders on August 15 with a request to review the meeting notes to ensure their respective organizations were not mis-represented and to allow the opportunity to send any clarifying questions or suggestions in the month between the information being sent and the second meeting. Meeting note edits were received by Ingrid Bjorklund.
- Reminder that, at the request of stakeholders, the group agreed to add a third meeting on September 28.
- Reviewed the Opt-in/Opt-out proposal again. Joint Petitioners continue to believe that this is the option to consider because we have not found an alternative that meets Xcel Energy's regulatory requirements.
  - Opt-In - the customer provides informed consent to participate in a CSG and receive benefits associated with that and To acknowledge that they are not eligible for Xcel Energy's utility affordability programs.

- Opt-Out - building owners must allow tenants in the subscribed building to opt-out of the building-based subscription for any reason. Tenants who opt-out of the building-based subscription must be allowed, at no cost, to reinstate their Xcel Energy account.

### **Order Point 6 (E)**

*Ensuring that any penalties to CSG developers who violate Xcel's tariff are based on developer-caused violations or known omissions and are commensurate with the timeframe of the violation/known omission.*

- Jim Denniston reviewed the Joint Petitioners proposed language
- Ingrid Bjorklund- opt in presumes no modification to LI tariff. See this as a problem to using the form. There is no dispute resolution process for the CSG operator to go through with Xcel Energy if the CSG operator denies existence of violation. The process is limited to when Xcel seeks a remedy (contract sections 82.1 section 10 B1, and 10D) - which doesn't necessarily allow a developer to challenge a default (if Xcel does not seek a remedy)
- Jim Denniston – this would be included in (added to) the CSG contract, and this tariffed CSG contract already has a dispute resolution process.
- Jim Denniston – the remedy is the recoupment of payments and/or disconnection of the CSG.
- Ingrid Bjorklund – need a dispute resolution process before a default is established.
- Timothy Den Herder- this proposal is dependent upon this Opt-in/Opt-out. Want to resolve whether that is being used. If that is the path taken, doesn't really have concerns with this.
- Bridget Dockter - Doesn't want conversation to happen off-line from the rest of the group. Request Ingrid send over recommended changes to the contract via REPLY ALL for group to review.

### **6A: CSG under 3<sup>rd</sup> party billing systems**

*Transparency about Community Solar Garden offerings serving their residential unit under third-party billing systems.*

With Xcel Energy invoices as a guide, please indicate how or whether the following will appear on re-billing for measured utility service:

1. Itemization of rate, usage, and additional charges?
  - a. Mike Menzel - Details are not itemized on resident statement. Tenants can't see details but have access if requested. Can call JIT's customer service line. Room for modification here if that if necessary. Service charges not itemized either. Are late

- charges itemized? JIT does not charge administration or late fees to the tenants; they are paid by the garden operator or the landlord.
- b. Shiva Anderson - Itemizations create additional costs for the operator. These would not be transferred to tenants. TBR is not charging utility late fees. It is the landlord's intention to not charge late fees. TBR will not evict for unpaid utilities.
2. Service period, date of issuance of bill, due date for payment of bill?
    - a. Mike Menzel/Elizabeth Bremer – service period is on the bill
    - b. Pam Marshall - If individually metered but rolled into building- how long does it take for transition?
    - c. Elizabeth Bremer/Mike Menzel - Depends on timing- just like moving into a new building. 7-8 days delay from Xcel Energy meter read, gets rolled into 3<sup>rd</sup> party re-billing software.
  3. Covered in other discussion. All payments are applied to rent first. Late fees apply only to late rent and can be charged up to 8%.
  4. Covered in other discussion, see 1(a).
  5. Covered in other discussion, see 1 (a).
  6. Are late fees itemized? Identified as late rent or late electric payment?
    - a. Ingrid Bjorklund and Robin Ann Williams - 3<sup>rd</sup> party re-billing service not responsible for this. Not sure if late fees differentiated but thinks so. Have ability to charge late fees on utilities but don't.
    - b. Pam Marshall - How does it work if rent and electric are co-mingled- crediting payments to rent first.
    - c. Robin Ann Williams – We don't evict for unpaid utilities and don't charge late fees on electric but legally can be if lease is drafted correctly.
    - d. Gary Van Winkle – We do have evidence that tenants have been penalized in the past and continue to be penalized for arrears on amounts claimed as owed to JIT.
  7. Will there be uniformity among CSGs re: late fees? Admin fees? Other fees?
    - a. Mike Menzel with Sagiliti - yes
    - b. Shiva Anderson with Sherman, yes.
    - c. Sagiliti- separate line for any additional fees itemized, line items could be shown separately.
    - d. Pam Marshall- how do credits show up (Energy assistance grants)?
    - e. Shiva Anderson - shows up as a line-item payment in the ledger. If the tenant moves out, that credit reimbursed to them. The process varies slightly amongst 3<sup>rd</sup> party billers.
    - f. Pam Marshall - Does grant get applied to rent? Or how is it kept separate?
    - g. Shiva Anderson – A sub-journal is set up. 3<sup>rd</sup> party biller pays entire bill to Xcel Energy, it is the biller's responsibility to collect from renter.
  8. Dispute resolution process for tenants regarding re-billing?

- a. Mike Menzel/Elizabeth Bremer - Dispute back to Xcel Energy as a representative of customer as it pertains to metering issues.
- 9. Can a landlord legally request Xcel Energy to halt service to specific meters?
  - a. Robin Ann Williams and Ingrid Bjorklund - No. This violates statute- don't think they should or can under law. Landlord cannot directly or indirectly terminate utilities. 504B.221.
  - b. Pam Marshall – Can they disconnect individual units in a master meter building?
  - c. Robin Ann Williams and Ingrid Bjorklund – No, landlord cannot disconnect under law for master metered, same as individually metered.

**6(B) Tenant rights under third-party billing systems, including any right to claim control over the utility account**

- 1. How is public served by removing billing metered utility service? If account taken over and there is past due, are payments programs established?
  - a. Ingrid Bjorklund – It provides access to renewable energy.
  - b. Mike Menzel - New accounts are set up—there is no transfer of balance, we don't see any past due balance.
  - c. Elizabeth Bremer - Question for Xcel Energy. 3<sup>rd</sup> party billers are willing to make this work.
  - d. Bridget Dockter - Concern is that statutory and reporting requirements that Xcel Energy has, and the current Xcel billing system precludes this from happening. Cost prohibitive to make the necessary changes to our billing system for a small number of participants.
  - e. Mike Menzel - We don't understand this- isn't it just sharing of information which is already typical? Doesn't seem to be a major hurdle. Seems like it should be very easy
  - f. Bridget Dockter- they are no longer our customer- not in system. Not equitable for our other customers to pick up these additional costs. There is also the who is a "customer" conversation.
  - g. Ingrid Bjorklund - 3<sup>rd</sup> Party billing is allowed by law.

**Wrapping Up**

- Bridget Dockter - lots to still go through. Will start with 6B next time.
- Peter Teigland: Order points 2B and 6C not addressed. Would like to see petitioners input there.
- Ingrid Bjorklund - Likely more conversation will be needed after the meeting on the 28<sup>th</sup>, when is Xcel Energy's compliance filing due?

- Bridget Docker – Compliance filing is due October 22. Xcel Energy will need time to pull information together for the filing. Hoping we can agree on some parts by then. If not, parties may have to state their positions in the comment period.

### **Follow-Up**

- Ingrid to review CSG contract and provide suggested modifications that would apply to the landlord.
- Ask stakeholders to take information provided and dig deep to try and find solution.
- 3<sup>rd</sup> Party re-biller will respond as soon as they can- hopefully a week before the next meeting.
- Type of data provided to ECC by Xcel Energy for POWER On customer eligibility and payment calculation (see list below).

### **Customer Private Information Shared with ECC as (Xcel Energy Contractor):**

- Customer name
- Date of birth
- If senior
- If disability
- HH income
- Home address
- Mailing address
- LIHEAP amount
- House type
- Gas amount given
- Gas cost
- Electric amount given
- Electric cost
- Account number
- Primary fuel
- HH number
- Own home y/n

### **Additional clarifying information from comments that came up at the meeting:**

- Xcel Energy customers participating in LIHEAP do not pay into Xcel Energy's affordability programs. Once they are qualified, the costs associated with those programs are not charged to them.

- Not everyone who qualifies for LIHEAP qualifies for POWER On - there is a distinction between LIHEAP and POWER On. LIHEAP is a federal, taxpayer-funded program that provides flat grants to income-eligible households. POWER On targets the highest usage/lowest-income LIHEAP customers and provides a benefit to limit household electric costs to 3% of income. Since some LIHEAP customers, particularly those in multi-family buildings with lower usage are already paying less than 3% of household income for electric costs, they would not qualify for the POWER On program.
- Xcel Energy has an allowed 5% administration cap for our low-income affordability programs (POWER On, monthly discount, medical affordability) this includes the work performed by our contractor ECC.

**Attendees:**

Berkland	Kristin	Office of Attorney General
Bjorklund	Ingrid	Bjorklund Law, PLLC
Fair	Catherine	Energy CENTS Coalition
Scholtz	Peter	Office of Attorney General
Rebholz	Michelle	MN DOC
Williams	Robin	Arbiter Law
Leopold	Christy	Real Estate Equities & TBR
Levenson-Falk	Annie	Citizens Utility Board
McShane	Sally Ann	MN PUC
Marshall	Pam	Energy CENTS Coalition
Menzel	Mike	Sagiliti
Duran	Derek	MN PUC
Tiegland	Peter	MN SEIA
Meyer	Joe	Office of Attorney General
Stelzner	Pa	MN PUC, CAO
DenHerder-Thomas	Timothy	Cooperative Energy Futures
Anderson	Shiva	Sherman Associates
Beck	Sabina	Legal Aid
VanWinkle	Gary	Legal Aid
Brown	Jon	MN DOC
Miller	Stacy	City of Minneapolis
Edstrom	Brian	Citizens Utility Board
Elwood	Ron	Legal Aid
Bremer	Elizabeth	Sagiliti
Peterson	Jessica	Xcel Energy
Hawkins	Andrew	Xcel Energy
Kurki	Leena	Xcel Energy
Denniston	Jim	Xcel Energy
Ruud	Kristin	Xcel Energy
Leaf	Patti	Xcel Energy
Dockter	Bridget	Xcel Energy

## Meeting Notes - Low-Income Energy Assistance Community Solar Garden Rebilling

Stakeholder Workshop #3

Meeting Date: September 28, 2022

Meeting was facilitated by Bridget Dockter @ Xcel Energy

### Opening Statements

Welcome everyone and thank you for joining us for the third and final stakeholder discussion on this topic of low-income affordability program access when they are re-billed through a third party and engaged in a community solar garden. As with the last stakeholder meeting, notes from this meeting will be shared with the group to ensure Parties' positions are not misrepresented. I did receive edits from a couple of parties from meeting #2, thank you. Please let me know if you believe this has occurred, and we can make changes. Those notes will be filed in this docket as part of Xcel Energy's required filing at 120 days following the Commission Order (**October 21, note I had said the 22<sup>nd</sup> but it is the 21<sup>st</sup>.**).

- Bridget Dockter Reviewed the agenda

### Review of Meeting #2, led by Bridget Dockter

- Held about two weeks ago on September 14
- Meeting Notes and Xcel Energy's list of customer data fields were sent to attendees on September 22. A list of additional administrative questions for Sagiliti around process and logistics that are necessary to answer in finding a solution.
- Ingrid sent responses to both the original POWER On outline from the first meeting in early August and many of the additional questions on September 26.
- The focus of our last meeting was planned to be on Commission Order points 6 (E,A,B,D), and 2(A)
  - These points relate to penalties to CSG developers for tariff violations
  - Transparency about CSG offerings to tenants under third party re-billing
  - Participation of current landlords in CSG's to continue if it does not cause more harm than benefit
  - Transferring of a utility account from a tenant to a landlord as part of a CSG, Xcel Energy to take reasonable steps with the landlord to help tenants maintain affordability program benefits
  - Transparency of CSG offerings under third party re-billing
  - Tenant rights under third party re-billing systems
- Ingrid was going to take on 6E and look through the CSG contract to make recommendations.
  - I shared her email response yesterday and she replied with an additional clarification
- We walked through 6A and those results are documented in our notes.
- Peter wanted to discuss 2(B) and 6(C) again, this was the premise of the Joint Petitioners opt-in/opt-out proposal. That discussion was somewhat abbreviated as parties asked for more background information – that was provided in follow-up on September 15.
- We will start at 6B on what was slide 12 of the previous ppt deck. The questions in the ppt deck are the same as those sent prior to meeting 1, held on August 9.

**6(B) Tenant rights under third-party billing systems, including any right to claim control over the utility account (Slide 7).**

- We left this off that Ingrid said third party billing is allowed by law
- One of our questions is, is it legal to do this without the tenants affirmative and informed consent?
- Ingrid Bjorklund – The Opt In/Opt Out form is tied to CSG but the second question on the slide for 6(B) appears to be strictly landlord-tenant law and they can use 3<sup>rd</sup> party billing. The answer has been yes.
- Bridget Dockter - the petition has the two filed together because of the tie to the CSG with 3<sup>rd</sup> party Billing. They are tied together.
- Ingrid Bjorklund- if you take them apart it is allowable, if you put them together then it's also allowable.
- Gary Van Winkle - This has never happened before. You keep saying it can be done. The question is, in MN can a landlord compel an entire building to surrender their accounts into landlords name? What legal authority is there?
- Robin Ann Williams- You keep asking what is the legal authority to do this. What says we can't?
- Gary Van Winkle - OK, so let's be honest about where we are then, you have no legal authority supporting the proposition that buildings can be taken over on mass and separately, metered accounts can be harvested into a single landlord account. That's your position, correct?
- Robin Ann Williams – Without the inflammatory language, if it is permissible under the lease the tenant signs, yes. There is nothing under 504B that says we cannot do that.
- Gary Van Winkle - No granted legal authority either way.
- Robin Ann Williams - If the lease states that and a tenant signs the lease, then yes. If you have something that says we can't do it in 504B, I'm all ears, but I do not believe there's anything in 504B that precludes that.
- Gary Van Winkle - But I guess the point of the question is you keep saying yes, we can do this, but you really don't have any supporting legal authority. That's the point.
- Robin Ann Williams - The point is you keep saying we can't do it and you also don't have legal authority. Tenants and landlords contract to all sorts of arrangements and leases. I think this is where we're kind of going over old ground.
- Gary Van Winkle - We're not going over old ground. What happens here is that landlords in the midst of leases that that provide that the tenant pays for utilities, the landlords unilaterally took over those existing contractual accounts. Now there's no legal support for that action period.
- Pam Marshall - Because it seems like there's just going to be this fundamental disagreement over this one. And could we tie this more specifically back to the CSG tariff and ask the question about the opt in and opt out because to me. That's more specifically related to the to the issue at hand, and rather than the general legal

authority of do we or don't we. Does that make sense since we have limited time and that was one we needed to come back to. It's pretty fundamental to this conversation, I think.

- Ingrid Bjorklund - Because landlords do have the ability to take over individual meters, and we're not talking about submetered accounts, we're talking about individual meters, there's nothing also prohibiting them in the tariff, or in the community solar garden statute, from using that energy data from those individual meters and tying that to the community solar garden.
- Pam Marshall - Right. I know I'm not talking about that. I'm asking whether or not the stakeholders here can support the Opt-Out language. That's what I'm asking.
- Pam- 135 low-income LIHEAP enrolled in CSG per Mike Menzel- that they receive funds for. Small number of affected people.
- Elizabeth Bremer - Our position is that they should be able to participate in 3<sup>rd</sup> party billing, CSG, and receive programs.
- Pam Marshall - Could you accept the proposed Opt-Out?
- Elizabeth Bremer – No, it is objectionable because it is counterintuitive to what we have been directed to do.
- Ingrid Bjorklund - Our proposal mirrors your proposal except for opt out for any reason. There are certain reasons that that you could opt out, and one of them is to participate in the low-income discount programs offered by Xcel. Attachment B of the Solar\*Rewards contract we provided to stakeholders is a redlined draft for discussion. In our redline, we say that landlords can't charge an additional fee associated with transfer of an account. We include three conditions under which a tenant can opt out. If tariff for the low-income rider is amended to allow a 3<sup>rd</sup> party biller to pass on those credits then you wouldn't have transition issues.
- Annie Levenson-Falk- Programs are a part of it, and that's an important part. But it doesn't just apply to people that would qualify for the affordability programs. A lot of folks are, behind on their bills and need to be in a payment arrangement with Xcel for arrears. And if they get transferred, they lose that. And that includes when they move to a new property, if they are bringing Xcel over with them. It would affect the future as well, even though this programs already established. And there are other consumer protections, other reasons that people might have for wanting to remain with Xcel. I think it's our position that the customer should have that choice. Would you object to either expanding the number of reasons that are customer might opt out? Or I think what our preference would be is just letting customers opt out when they would like to opt out.
- Ingrid Bjorklund – Thank you. I understand that perspective. One of the ways we dealt with that is we did put a provision in the redlined standard contract about payment agreements and how that would still be accessible under this model. When it comes to the transition, and if tenants are in arrears during the transition, then you know JIT loses

insight into past due balances and so that piece would have to be worked out. We think this could be accommodated; these are small issues would need to be worked out. Payment agreements is one of them. Another thing, I have a whole list of tenant disclosures. For example, the shared meter statute requires landlords to distribute information about the availability of low-income programs by September 30th, and this incorporates that requirement. Also, I thought it would make sense to do the same for budget billing and on individual metered accounts. If a tenant is interested, then you would have to go to Xcel though to get approval for the budget billing. It still would be JIT pushing these through. And so it's still doable with our modifications to the solar garden tariff with the exception of maybe working out the arrears once the account is transferred or, as you brought up, if they move.

- Annie Levenson-Falk - And, you know, some of this maybe isn't impossible. It's just gets quite complicated and cumbersome, I think. But I think more the point that I'm trying to think about is preserving the choice for the individual customer like as a consumer protection, it should be, it should be my choice as a ratepayer if I if there's an important reason for me to opt out, say we didn't think of something right now.
- Ingrid Bjorklund - Yes, Annie and I understand that point too, and our position has been, they are choosing to live in a building that is served by a community solar garden. And so when you figure out where you're going to live, you're looking at all the amenities that property has to offer and you know, such as do you want to have the landlord pay for your utilities or do you not? I think Timothy also shared some things in our first stakeholder meeting. Regarding that, it's all about what the tenant prefers and then their choice of building.
- Timothy DenHerder-Thomas - I do want to affirm that the opt out provisions that we saw redlined from Ingrid made sense to us, I think we're also open to looking at expansions. We believe tenants should have choice. Fundamental rights currently in tenant landlord rights are not specific to CSG's. Endorse pro tenant rights but want to be careful the way CSG rights are targeted.
- Pam Marshall – If solar garden owners are good with the opt out's offered, I don't understand why they would not support our opt in/opt out proposal?
- Elizabeth Bremer – As a rate payer, I think I should be able to have access to both solar gardens, POWER On, and the disability programs.
- Annie Levenson-Falk- Again, we should preserve options for the customer.
- Pam Marshall- To this entire point on opt-in/opt-out- question for Mike, in the numbers he provided – the questions is the number of crisis events in buildings with CSG is 12% received a crisis grant v. non CSG building have 0.04% crisis event. And what are the crisis events?
- Mike- doesn't know. Neither does Elizabeth
- Pam Marshall - Concerning that so many more crisis events happen for LIHEAP customers in buildings with CSGs.

- Annie Levenson-Falk - Last year and I think the year before, crisis grants were available to people without disconnection notices because the utilities were extended COVID protections and weren't disconnecting people. That's no longer the case. Crisis grants and except for seniors, my understanding is that crisis grants are only going to be available to folks that have a disconnect notice that appealing shut off. I think given the description of your commitment to not shut people off and just that not being possible in this arrangement, renters could lose a substantial amount of crisis funding under this proposal.
- Elizabeth Bremer- I know that when we worked with commerce, we did get special permission for the CSG properties to qualify (for crisis) because they were past due, not because of disconnection - because they were never going to be disconnected. I'm not sure if that's why they say crisis or how that was. It's something we're going to have to look into and get back to you on Pam, it could be COVID related.
- Bridget Dockter - Talking about payment arrangements, I have a few concerns from an Xcel Energy perspective regarding Ingrid's feedback on this. 3<sup>rd</sup> party billers (JIT) and the landlord would be willing to voluntarily set up payment arrangements and provide that info back to Xcel Energy. This raises a lot of red flags as person responsible for filing this information. Xcel Energy is regulated entity - there is no accountability for landlords, for JIT, for others to continues to do the payment arrangements while Xcel Energy is held to statutory requirements, and we have to attest to this being done. Your proposals are making a lot of assumptions that Xcel Energy will take that on with no way for us to ensure that it is being done or to verify it. Concerns around once someone's account is closed and transferred to a third-party biller and how arrears are handled, it's complicated. Things like payment arrangements etc, and transparency of regulated entity versus unregulated entity and what is being offered to tenants. It's being pushed on us as a regulated entity to take this information that we don't know if this is being offered to everyone and the PUC does not have any authority over you all to make sure that it's being done just over us.
- Timothy DenHerder-Thomas - JIT and CSG operators- setting up of payment plans is voluntary under tenant law- are you willing to commit to this under CSG?
- Ingrid Bjorklund- Yes, the redline to the standard contract actually says that the landlord must make available payment agreements with tenants in arrears or unable to pay their bill in full between October 1 and April 30th. And the reason why I put the other in there and not just the "in arrears" language, is that we also wanted to take that protection that's offered in the cold weather rule and move that forward as well.
- Annie Levenson-Falk – I wanted to share some concerns about payment arrangements. Cub frequently talks to consumers who are having trouble getting to a mutual agreement on a payment plan, and we will regularly refer people to the PUC Consumer Affairs Office who mediates between customers and utilities, and from what I

understand, they're almost always able to work something out, but they have some authority as the regulator to do that.

- Pam Marshall - another related- who establishes the payment agreement? If Xcel Energy sets up a schedule and JIT thinks they should pay more- how would that work? Who decides? Xcel or JIT?
- Mike Menzel - related to transfer or arrearage?
- Pam Marshall - either – or applying to POWER On.
- Ingrid Bjorklund - question for Pam. If working with tenant and they are in arrears and they get POWER On, who establishes the payment plan at that point?
- Pam Marshall – Energy CENTS calculates the payment shares that info with Xcel. If the third-party biller or CSG landlord going to establish payment options who will set those?
- Ingrid Bjorklund- could continue the way it is going. Energy CENTS provide to JIT.
- Pam Marshall - How do we know who they are if they are not Xcel Energy customers?
- Mike Menzel- Payment history and balance.
- Ingrid Bjorklund- It can work, just need a premise number and an account number.
- Pam Marshall - What if not in POWER On?
- Ingrid Bjorklund- LIHEAP
- Mike Menzel - For the ones that we manage for collections, which is related to non solar, typically, we work with the resident to actually generate a payment plan. Typically plans go up to 4 months (sometimes 6 months) to figure out appropriate mechanisms to get them up to date and direct them to programs. Xcel Energy has an account directly with a resident. The resident has a past due balance and all of a sudden there's a request to transfer that customer from Xcel to a building owner. I'm saying we should just avoid any circumstance like this.
- Pam Marshall - OK. But if the terms of the POWER On program include an arrearage forgiveness component, then we would be offering only the affordability credit for POWER On to some of these customers, but not the arrears credit that they are also eligible for.
- Timothy DenHerder-Thomas - Why would they be blocked from receiving that arrearage credit if they're just an Xcel customer?
- Annie Levenson-Falk - If I'm understanding correctly, and please correct me, Mike. I think what you're saying is if somebody is behind on their Xcel bill, that too may be a complicated case and there's not a benefit for them, and they should be able to Opt-Out of third-party billing and the CSG and remain an Xcel customer. Is that correct?
- Mike Menzel - That's what I'm saying. It's one of the nuances that just doesn't seem worth trying to solve with all of these others.
- Annie Levenson-Falk - I agree with that and that would be an additional reason for Opt-Out on the list that Ingrid shared, and I think there are probably a host of other reasons that we could think of and a bunch that we probably couldn't think of. I think it goes to the need for to let customers make those decisions themselves.
- Gary Van Winkle- If I understand your position correctly, you're against a purely voluntary subscription plan. Ingrid re policy buildings, you don't have to move in if you

don't want to? No guarantees directing protections. Correct me if I'm wrong. There's no structure in place for guaranteeing the protections under 216 B .098 including payment plans, and there's no oversight. There's no enforcement mechanism for either payment plans or other protections under .098. Now, if I've got all of that correct, I think we can kind of move on. I think we kind of know what your position is.

- Ingrid- We tried to incorporate those protections in .098 into our redlined version of the community solar garden tariff. JIT is a registered vendor for LIHEAP with the DOC, perhaps there is a way to build in oversight.
- Pam Marshall - Right, but they're not. They don't play the role of the Commission in terms of regulatory oversight. They have oversight over LIHEAP, period, but not the other stuff that in 098.
- Bridget Dockter – And that is the data Xcel Energy must report on and is held accountable for.
- Ingrid Bjorklund - In looking through the EAP policy manual, you have service providers and you have vendors, is ECC a service provider under the EAP Policy Manual?
- Pam Marshall - We are not a LIHEAP service provider, no.
- Ingrid Bjorklund - OK, so you're not a service provider and so who has oversight over you? Xcel has to do compliance filings every year on their discount programs, and you report that information to Xcel. So really Xcel is providing oversight to you. What is really the difference if you as the administrator of Xcel's programs are providing oversight over JIT or the vendor?
- Bridget Dockter - ECC is a contracted vendor with Xcel Energy.
- Catherine Fair- Being a vendor of the energy assistance program does not mean that DOC is overseeing your operations. Agreements are between 3<sup>rd</sup> party billing and community organization.
- Ingrid Bjorklund - The service provider monitors the vendor.
- Catherine Fair - So that's between a Community Action agency, for example in JIT, that vendor agreement and the compliance audits happen at that service provider vendor level.
- Pam Marshall – We are talking about PUC oversight well beyond LIHEAP, not that the DOC has some authority of energy assistance providers, but rather over payment consumer protection plans. Nothing compels JIT to provide that information to Xcel. A lot of machinations for 135 people.
- Ingrid Bjorklund - I can't answer with that level of detail right now at this moment, but I envision that there would be a formal relationship between you and the third-party biller.
- Gary Van Winkle - Currently, the consumer has recourse because the CAO is there, and the Commission is present. In your model, the Commission is absent, and the consumer has no recourse. So just tell me why that's wrong.

- Ingrid Bjorklund - That is a really good point and I cannot tell you why you're wrong. It's something that I think warrants further thought and discussion. Perhaps we can find a way because that's what I was trying to do here.
- Annie Levenson-Falk - With POWER On as currently operated, the PUC can audit of the program. JIT is not subject to commission oversight so books would be closed- who has oversight?
- Ingrid-Bjorklund - Could it be handled by a contract between the vendor and the provider?
- Pam Marshall - No, its Xcel Energy funds. This is why we came back to Opt-In/Opt-Out.
- Ingrid Bjorklund - If we can't come to resolution how to pass on affordability payments- this is much broader than community solar gardens. The Commission ordered that fix. We shouldn't shut that door. Customers can opt out to participate in Xcel's programs given our current practices. We need to find a solution. The Commission has identified a good issue, it affects so many customers beyond CSG's.
- Bridget Dockter – That's a good point. Affects so many beyond- and they aren't represented here. A ton of manual work around for small number of individuals when a simple customer protection would follow the statutes.
- Stacy Miller – added in chat that the AG has some oversight over landlords.
- Ingrid Bjorklund The modification to the low-income energy tariff would take place in a separate docket. There would be much broader participation in the other docketed process. There's no reason not to make the modification.
- Elizabeth Bremer – JIT works with the AG on cold weather rule etc., it good business practice. Hope we can find a workable solution.
- Timothy DenHerder-Thomas - I feel like in this conversation we've had a couple of moments where we're discussing whether we are putting too much effort into a discussion for a very small number of customers.
- Bridget Dockter - Not a discussion, a process. A process that would take an extreme number of resources. We have a 5% admin cap to administer the affordability programs.
- Timothy DenHerder-Thomas – There are a few ways to think about this. One way is to look at ~140 customers in 3<sup>rd</sup> party billing who are eligible for affordability programs and currently subscribed to CSGs programs and discuss how to protect them. Cooperative Energy Futures doesn't have any issue with people being allowed to opt out of 3<sup>rd</sup> party billing, and figuring out how to ensure access to affordability programs for such a small group of people is likely not worth it. However, those subscribed to CSGs are not the main group of people that exclusions of low-income households from affordability programs due to 3<sup>rd</sup> party billing needs to be solved for. More significant are the likely thousands or tens of thousands of low-income households that are exempt from affordability programs because buildings using 3<sup>rd</sup> party billing are currently excluded from these programs. Potential changes to tenant landlord billing and/or around utility program offerings. This does involve a lot of people that aren't involved here. The Order

did require us to tackle the problem of low-income households being prevented from accessing affordability programs due to being in a 3<sup>rd</sup>-party billed building. We need to focus on that problem, not just the limited CSG instances.

- Pam Marshall - Budgets for the affordability programs are established. The amount is set in statute in base rates. Mere expansion beyond 135 people would require not just a change in program rules but also in funding rules. 19,000 customers are currently enrolled in POWER On. These third-party individuals aren't customers of Xcel Energy as they aren't paying a bill to Xcel Energy. We have a fundamental difference of opinion on this. If I don't pay the surcharges for the programs, I don't consider myself a customer.
- Terry Troy- Anyone who uses a visa credit card isn't a customer- visa is.
- Mike Menzel- Affordability charges are sitting on the Xcel Energy bills. That amount is transferred to the current tenant statements.
- Pam Marshall - LIHEAP customers are exempt from the affordability charges.
- Ingrid Bjorklund – Pam, you seem not willing to move from your position when we are trying to find a solution.
- Gary Van Winkle- That there is such a wrangling over whether a consumer's going to have a choice or not in a program that its proponents say is of great benefit to consumers. I just want to point that out. This idea that making the program completely voluntary presents such an obstacle for the proponents of the existing BSM model is really telling, because if this was such a great deal, we wouldn't have to talk about voluntariness.
- Bridget Dockter – I will pull this together. Thank you for an interesting and lively conversation. Appreciate feedback and conversation. A lot of information that has been produced and requested as we've tried to digest it all. Compliance filing is due **10/22/22**. As or now, joint petitioners want to go with opt in opt out, believe that is the best alternative- follow statutory requirements, commission order, non-manual most customer driven way to handle this situation. Ingrid et al. could you share thoughts on how you would come in at this time. What are you thinking?
- Ingrid Bjorklund –This issues raised today have given us more food for thought, particularly on the oversight piece. We put forth a lot of information on Monday. We hope we can continue that conversation regarding information shared to questions posed, our proposed solution to amend the low-income tariff- which has broader implications and would need its own docket, and our redlined CSG tariff which keeps our current practice of opt out and mirrors customer protections by incorporating them into standard contract. Landlords would sign contract form just like subscribers are required to do. We would like feedback on that proposal.
- Jessie Peterson- Ingrid, I see you don't have any redlines on an opt-in. What is the concern with opt in?
- Ingrid Bjorklund - People are already opted in if they live in a building that is tied to a CSG unless they opt out, it is controlled by their lease.

- Jessie Peterson - I don't have any authority if you don't sign this. No authority from Xcel Energy's perspective and no oversight.
- Ingrid Bjorklund - Good point/issue being raised, I hear that concern.
- Mike Menzel – Are there any nuances from Xcel Energy perspective that the senior discount low income program this program has similar issues? With payments or such?
- Pam Marshall – Xcel Energy provides the discount retroactively back to Oct 1, would you do that?
- Mike Menzel - That is handled the exact same way the charges are with a negative dollar amount, so if it's on the Xcel Energy bill, it's getting transferred and it's part of the process on our end.
- Ingrid Bjorklund - I have one more thing I want to add though in response to Jessie's questions about oversight. The other aspect about having these requirements in the landlord agreement and Attachment B to the standard contract, if a landlord doesn't do these things, then it becomes an invalid subscription, right? And so that's where you would have oversight, and then this ties us back to the language in the community solar garden standard contract. You've proposed new penalty language, but there is something in there already to address this issue. And that is section 1E, where if there is a violation, section 1E would trigger unsubscribed energy because something is incorrect. Then the operator would be responsible to pay that difference, and so that's what would happen here if the landlord violated those requirements in our proposed Attachment B.
- Jessie Peterson - I had a similar thought because I was looking at the language as well, but I don't know how I would know whether you followed any of these.
- Ingrid Bjorklund - Again, it's something we're going to continue to have to talk about. What comes to mind immediately is if a complaint came forward to the AG's office. I realize that they wouldn't be coming forward to the CAO in this instance though either. They would be coming forward to the AG's office. How would you be aware that there were complaints coming forward? But you have been aware because Legal Aid has told you.
- Bridget Dockter – A small number of customers would likely feel comfortable filing a complaint with the AG's office or understand that is a path available to them.
- Bridget Dockter- Notes will be distributed within about one week. If anyone has any comments/ responses, it would be helpful to receive comments on matters we have discussed. The third-party billers, I know you have a few things you said you would follow-up on. Please send to entire stakeholder group and we can go from there.

**Attendees:**

Bjorklund	Ingrid	Bjorklund Law, PLLC
Fair	Catherine	Energy CENTS Coalition
Scholtz	Peter	Office of Attorney General
Rebholz	Michelle	MN DOC
Williams	Robin Ann	Arbiter PLLC
Leopold	Christy	REE & TBR
Levenson-Falk	Annie	Citizens Utility Board
McShane	Sally Ann	MN PUC
Marshall	Pam	Energy CENTS Coalition
Menzel	Mike	Sagiliti
Duran	Derek	MN PUC
Tiegland	Peter	MN SEIA
Stelzner	Pa	MN PUC, CAO
DenHerder-Thomas	Timothy	Cooperative Energy Futures
VanWinkle	Gary	Legal Aid
Brown	Jon	MN DOC
Miller	Stacy	City of Minneapolis
Edstrom	Brian	Citizens Utility Board
Elwood	Ron	Legal Aid
Bremer	Elizabeth	Sagiliti
Pouya	Najmaie	Cooperative Energy Futures
Schmitz	Hannah	?
Troy	Terry	REE
Peterson	Jessica	Xcel Energy
Hawkins	Andrew	Xcel Energy
Ruud	Kristin	Xcel Energy
Leaf	Patti	Xcel Energy
Dockter	Bridget	Xcel Energy

## Meeting Notes - Low-Income Energy Assistance Community Solar Garden Rebilling

Stakeholder Workshop #4

Meeting Date: October 26, 2022

Meeting was facilitated by Bridget Dockter @ Xcel Energy

### **Opening Statements**

Bridget Dockter - Welcome everyone and thank you for joining this added 4<sup>th</sup> stakeholder discussion. Again, we appreciate the continued dialogue to move this forward as much as we can. As I said in the email exchange with Elizabeth, we're open to suggestions, but I think it's best to focus this meeting on walking through parties concerns on the redlined CSG contract and if time allows, move on to the affordability program tariff modification. Is that ok with everyone?

Having heard a yes from the group, we proceeded.

### **Review of Proposed CSG Contract Revisions and Opt-in/Opt-out Language**

Bridget Dockter - Ingrid sent over suggested CSG contract language changes proposed by TBR and Solar holdings, Xcel Energy and the Joint Petitioners responded, and Ingrid responded again this morning.

Bridget Dockter – To provide some context, would you please give a summary of your edits and the reasoning behind them?

Ingrid Bjorklund – Yes. We believe the Opt In/Opt Out language as drafted provides flexibility because the tenant can opt-out for any reason, so some of the redlined requirements are no longer necessary. We can discuss under payment and eviction language, which gets into landlord tenant law. With a separate Opt-in/Opt-out for any reason, which mimics more of a traditional solar garden program, the landlord should maintain flexibility. We made a suggested change to the landlord addendum title to read "Landlord Addendum". Additionally, we dislike language referencing pressure indirect or direct from landlord agent- coercion falls under contract law. It's too ambiguous and would involve PUC oversight of a contract law matter between the tenant and landlord. We also don't believe an entire building should be impacted in the penalty, only the affected unit.

Bridget Dockter – Jim, would you please explain the reasoning behind the Joint Petitioners revisions?

Jim Denniston - Regarding the CSG contract, these discussions have narrowed the scope, and that's good. I will go through the list from your email. However, the proposed Opt-out language has some flaws; It does not apply to all subscriptions for tenant occupied premises – instead it only applies to a subset of these "... in buildings in which the Subscriber's Energy Usage Data is collected ... by building owners". It states that the tenants participate in the CSG program – this is not correct as the tenants are not subscribers, the "at no cost" language is not specific enough as to whom this applies to, and the provisions contain no consequences for violating the provisions of the Opt-Out language. The ultimate duty to comply is on the garden operator who has signed the contract – our suggestion allows for enforceable provisions for not following the agreement- and this aligns with who the Commission has jurisdiction over.

Ingrid Bjorklund's email - Below is our response to the Oct. 20, 2022 proposal [items 1-5] (instead of adding more comments to a crowded redline).

1. Placing requirements on landlords beyond what is allowed under current landlord-tenant law is no longer needed when the appropriate tenant disclosures are made. For example, it would be up to the landlord to offer a payment plan and tenants would be provided information that payment plans from Xcel would be available to them if they opt out and have the meter in their name. We can discuss whether underpayment and eviction should be addressed but note that landlords who use third-party billing have flexibility, so a disparity among landlords who use third-party billers would be created.

Jim Denniston - The type of tenants at issue here are generally unsophisticated and therefore it is in the public interest to have provisions that help to protect them. Merely stating that the tenants will be given a disclosure is not sufficient to protect the tenants. The goal should be to place the tenants in a substantially similar situation under the building subscription model as with the protections and benefits that they would have with the electrical account still in their name. Our language and approach puts the ultimate duty of this on the Garden Operator – and the PUC has jurisdiction over the CSG tariffed contract that the Garden Operator has signed. Our approach also has enforceable provisions to address consequences for not following the provisions.

2. Suggest changing “Landlord as Subscriber Addendum” to “Landlord Addendum.” The phrase “Landlord as Subscriber” is misleading because tenants receive the subscription benefits. The Landlord Addendum places requirements on the Landlord when a CSG subscription is offered as a building amenity to allow tenants to access the CSG benefits.

Jim Denniston - The tenant is not the subscriber. The landlord is the subscriber. Our title is accurate and better describes the document compared to the suggested change to the title. Also, our language and approach puts the ultimate duty of this on the Garden Operator – and the MPUC has jurisdiction over the CSG tariffed contract that the Garden Operator has signed.

Ingrid Bjorklund - What is problem with removing “as subscriber” in the Addendum? It's misleading.

Jim Denniston – The landlord is the subscriber.

Ingrid Bjorklund – The tenant is the subscriber, and the landlord is providing a way for the tenant to subscribe, acting as a facilitator. Tenants can Opt-in/Opt-out for any reason. We don't agree that the landlord is the subscriber.

Catherine Fair - If they are facilitator do all benefits go to tenant?

Ingrid Bjorklund – Yes, the benefits all flow through to tenants.

Jim Denniston – That depends on how it is defined. A solar credit can be \$20 and the tenant can be given as little as \$2.

Ingrid Bjorklund – I am not aware of tenants receiving a \$2 credit. The tenant receives the full benefit less the subscription rate of approximately 10%. Our model had been in effect for less than one year when the petition was filed, and credits could be revisited after the first year.

3. We agree to a separate Opt-in form. We suggest changing “will” to “may” in the form because the PUC ordered Xcel to propose modifications to allow tenants to receive energy assistance when the meter is not in their name. We are hopeful that these modifications will happen so tenants can have access to solar and energy assistance.

Jim Denniston - The word “will” in our proposed Opt-In form appears four times, and I understand her to only be referring to the second “will” in the excerpt below [(shown in bold in this summary)]:

I consent to Opt-in so as to allow the Landlord for the Premise identified below to have a Community Garden Subscription be associated with this Premise. In doing so, I understand that I will no longer have an Xcel Energy account in my name for this Premise and I understand that I may be rebilled for electric charges through the property owners billing agent or Landlord. I understand that closing my Xcel Energy account and agreeing to be rebilled for electric usage by the Landlord means I **will** no longer be eligible for any Xcel Energy Affordability Programs (POWER On, Medical Assistance Program, Senior Low-Income Discount) or will not have protection by the Minnesota Public Utilities Commission under laws governing payment plans, budget billing and payment plan offerings, including medically necessary equipment and Cold Weather Rule protections. If I am currently on a payment plan with Xcel Energy, then any outstanding amounts under that payment plan would be immediately due.

I understand I can later Opt-out and revoke my consent for any reason, and in doing so I will not be charged any fee by the Landlord or the Community Solar Garden Operator for Opting-out, nor any fee to reinstate or become the named customer on the Xcel Energy account.

Our proposed language aligns with what can be implemented.

4. We oppose the following sentence in 6.D. and k.M.: “This decision shall not be subject to pressure or influence of any kind – direct or indirect – from a landlord or landlord agent.” Not only is it ambiguous, signing a document under pressure or influence falls under contract law. The PUC should not be required to investigate tenant claims; this would be a landlord-tenant dispute.

Jim Denniston - The CSG program, that is a tariffed program under the supervision of the PUC, should not be used to cause harm to tenants, and should not be used to allow tenants to be pressured into Opting into allowing the premise that they reside in to be associated with a CSG subscription. The tariff contract revision here would have the Garden Operator be ultimately responsible for this. The Garden Operator signs the PUC tariffed CSG contract, so the PUC has the power to enforce the terms of this contract against the Garden Operator.

5. We oppose the added language in 1.E because it overreaches. As written, it appears that a minor violation of the Landlord Addendum, such as failure to distribute energy assistance information by Sept. 30, would make the entire subscription for all participating tenants within the building ineligible. If a provision in the Landlord Addendum is violated, it should not invalidate *all* premise/unit subscriptions but rather address the energy associated with the specific premise number at issue.

Jim Denniston - Under 1.E (on tariff sheet 9-74), where there has been a violation such that the terms of the subscription associated with one apartment has been violated, then during the period that this was an Invalid Subscription the Bill Credits that were issued need to be refunded (less the avoided cost of the energy). Only if the Garden Operator does not timely make this repayment would there be a breach of the whole CSG contract by the Garden Operator. The language here is specific and focused but is still able to enforce its provisions.

Ingrid Bjorklund –The penalty language could be interpreted to apply to the entire building, it needs some additional clarification that only the affected premise number is at issue. Dispute resolution process- section 12. If there is a dispute on whether the Garden Operator has an Invalid Subscription, but only had 30 days to repay to Xcel Energy the bill credits for an apartment to avoid a claim that it has breached the overall CSG contract before the dispute is resolved, there is a timing issue; and a breach could put financing for the Garden Operator for this CSG at risk because lender would receive notice while this dispute goes through the dispute resolution process.

Jim Denniston – If the dispute is over whether the Garden Operator owes \$50 to repay to Xcel Energy bill credits associated with an Invalid Subscription, then the Garden Operator can pay the \$50 under protest and not be faced with an allegation that it has breached the overall CSG contract as this goes through dispute resolution.

Timothy DenHerder Thomas – I have a question that is not in the weeds of this discussion but needs to be had in the overall process discussion. How do these changes affect a CSG subscriptions in a multi-unit building where the landlord pays individual bills but does not pass those bills on to tenants. Many multiple affordable living units have this situation. Is it ok if a property owner directly pays for unit meters and does not pass costs on to tenants? Do they not need to opt in?

Jim Denniston - Is the question about when a landlord pays electrical bill and does not rebill- but bills are unit specific?

Timothy DenHerder Thomas - Yes.

Jim Denniston - Conceptually no need for tenant to opt in in this situation.

Bridget Dockter - Are any tenants on LIHEAP?

Timothy DenHerder Thomas – Its possible that some are but I don't think any are on the other programs. I would need to check on whether any are on LIHEAP.

Catherine Fair- If heat/electric are included in rent, then they are not eligible to receive LIHEAP. They could possibly receive a direct payment grant.

Timothy DenHerder-Thomas – That matches our understanding. We would just request that any final tariff/ SRC contract updates make clear that in situations like this where the housing provider does not pass utility costs on to the tenant, the housing provider is a valid subscriber and it does not require tenant opt-in.

Bridget Dockter - Anything else on red line CSG contract tariff?

Bridget Dockter – Let's move on to the email Elizabeth sent over on October 26.

Mike Menzel- Regarding #1 of Elizabeth's email, many of the questions about program process we believe could be managed by changes to the PowerOn application such as adding the premise number.

Mike Menzel - #3 of Elizabeth's email is about funding, administrative costs, and how they are applied. The Senior Discount is applied directly to bills, how is PowerOn funded?

Catherine Fair – It is provided as a credit on the bill after payment is received. What isn't collected by that transfer is the premise number- at least right now. JIT as a LIHEAP vendor would get the report as the vendor for the consumers they have worked with, not those Xcel Energy represents.

Mike Menzel – This seems workable. I'm trying to understand.

Catherine Fair – – On the practical side to things for tracking of information, I reviewed the LIHEAP customer information Elizabeth sent over and have concerns. If there is a duplication of data in the customer accounts, it corrupts the data. I went back and reviewed the LIHEAP tenant data that Mike sent at the end of September. The data shows you have 694 Total LIHEAP households. It appears that the total number of households was determined by adding all the households with a primary heat grant and all of the households with a crisis grant were added together for the total. This is not correct. A household needs to first get a primary heat grant to be eligible for a crisis grant. These are the same households. The total number of households should be 658, the 36 households that received a crisis grant are not additional households. I looked at the total crisis amount received as well. For your non-solar buildings there were 22 households and over \$252 thousand dollars. This is over \$8400 per household. I don't see how that is possible. I think the maximum crisis grant is around \$2000 per household. The math wasn't working out and I just don't understand how the numbers you've sent are possible. The data Xcel is required to report needs to be accurate and the lack of understanding of the EAP program data is concerning moving forward.

Mike Menzel - we will work with Catherine on going through the details on a separate call.

Catherine Fair – This isn't for ECC to figure out, this is your data. If you work with Xcel, that is between you and them.

Bridget Dockter – We are at time. We have made headway here today and I appreciate everyone's willingness to meet an additional time and talk through these items to try and move us further to consensus. Through these stakeholder discussions and parties willingness to work together we have made big strides on the Opt-in/Opt-out language. Speaking only for Xcel Energy, we have remaining concerns about modifications to the Affordability Program tariff that we can't yet see resolution to making this work with 3<sup>rd</sup> party re-billing There are still some significant gaps. We will continue the discussion through regulatory filing process. Xcel Energy is also willing to change PowerOn threshold from 750 kWh to 350 kWh.

Ingrid Bjorklund – It seems like we are awfully close on the CSG discussion.

**Attendees:**

Bjorklund	Ingrid	Bjorklund Law, PLLC
Beck	Sabina	Legal Aid
Anderson	Shiva	Sherman Associates
Fair	Catherine	Energy CENTS Coalition
Scholtz	Peter	Office of Attorney General
Rebholz	Michelle	MN DOC
Williams	Robin Ann	Arbiter PLLC
Leopold	Christy	REE & TBR
Levenson-Falk	Annie	Citizens Utility Board
McShane	Sally Ann	MN PUC
Menzel	Mike	Sagiliti
Duran	Derek	MN PUC
Thom	Anne	MN PUC, CAO
DenHerder-Thomas	Timothy	Cooperative Energy Futures
VanWinkle	Gary	Legal Aid
Miller	Stacy	City of Minneapolis
Elwood	Ron	Legal Aid
Bremer	Elizabeth	Sagiliti
Pouya	Najmaie	Cooperative Energy Futures
Peterson	Jessica	Xcel Energy
Denniston	Jim	Xcel Energy
Ruud	Kristin	Xcel Energy
Leaf	Patti	Xcel Energy
Dockter	Bridget	Xcel Energy
Pomerleau	Crystal	Xcel Energy

Thank you for RSVPing to the stakeholder meeting regarding low-income energy assistance and community solar gardens scheduled for Tuesday August 9<sup>th</sup> from 2:00 to 3:30 pm CST under Docket Nos. E002/M-21-695 & E002/M-13-867.

In accordance with the Commission's June 24, 2022 Order in these dockets, we anticipate hosting two stakeholder meetings within the timeframe allotted to cover the issues raised in these dockets.

### **Commission Order Points Regarding Stakeholder Meeting**

2. Regarding its PowerOn Program, Medical Affordability Program, Gas Affordability Program, and Low-Income Discount Program, Xcel shall do the following:

- A. Before Xcel transfers a utility account from a tenant to the landlord as part of a Community Solar Program, Xcel shall take reasonable steps with the landlord to help qualified tenants continue receiving the benefits of these low-income affordability programs.
- B. Xcel shall propose a modification to its tariffs for these programs to allow low income renters who are subject to third-party billing to access these programs.

6. The process shall address a number of issues raised in these dockets to date, including the following:

- A. Transparency about community solar garden offerings serving their unit under third party billing systems.
- B. Tenant rights under third-party billing systems, including any right to claim control over the utility account.
- C. Low-income tenant access to utility energy assistance programs such as PowerOn, even when receiving service via a third-party billing system.
- D. Ensuring that landlords who have tenant accounts in their name may continue to participate in Xcel Energy's Community Solar Garden (CSG) program, assuming the implementation of this model does not cause more harm than benefit to tenants.
- E. Ensuring any penalties for community solar developers who violate Xcel Energy's tariffs are based on developer-caused violations or known omissions, and commensurate with the timeframe of the violation/known omission.

To best focus our time, in the first meeting we will discuss items 6 (C, E) and 2(B) the second meeting will cover items 6 (A, B, D) and 2(A) and follow-up issues from the first meeting. The second meeting will be held on September 14 from 12:30 – 2 pm CST.

**To engage in the first meeting, please come prepared to discuss the following questions as they are integral to how the affordability programs and proposed building subscription model would need to interact.**

How do parties propose to make Xcel Energy's affordability programs available to tenants who no longer have an Xcel Energy account? Please describe parties' respective roles for notifying customers of the availability of these programs, enrolling customers, administering credits, processing renewals and removals, tracking payments, and reporting compliance<sup>1</sup>.

The Joint Petitioners have put significant thought into the questions above, which directly relate to Commission Order points 6A, B, and C – seeking a solution that would meet Xcel Energy's customer engagement and reporting requirements per both statute and Commission Order. We cannot find a solution that will meet the needs of the customer, building subscription model, and Xcel Energy's regulatory tracking and reporting requirements. This

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<sup>1</sup> Minn. Stat. 216B.16 (subd. 14).

<sup>1</sup> ORDER ADOPTING ADDITIONAL REPORTING REQUIREMENTS FOR ELECTRIC LOW-INCOME DISCOUNT PROGRAM, In the Matter of a Petition by Northern States Power d/b/a Xcel Energy for Approval of a Modification to the Company's Low-Income Discount Program, DOCKET NO. E-002/M-04-1956, September 16, 2010.

stakeholder process provides the opportunity to discuss options and possible solutions other parties may have considered that the Joint Petitioners have not.

Alternatively, the Joint Petitioners believe a viable solution is a simplified customer Opt-in/Opt-out provision. We propose the following language and form below as an addition to the CSG Tariff.

### **Joint Petitioner's Proposal**

#### Opt-In.

Beginning on xxx, in buildings in which the building owner is the Subscriber, participation in a building-based subscription shall be strictly voluntarily. Any property owner Subscriber who solicits tenants to opt-in to the building-based subscription must first provide those tenants with the following verbatim form and obtain the tenant's written consent to opt-in to the building-based subscription:

I consent to Opt-In to the building-based Community Solar Garden subscription. In doing so, I understand that I will no longer have an Xcel Energy account in my name and I agree to be billed for electric charges by the property owner or their agent. I understand that closing my Xcel Energy account and agreeing to be billed for electric usage by the landlord means I am not eligible for any Xcel Energy Affordability Programs (monthly discounts, POWER On, Medical Assistance Program).

Name of Tenant: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Phone #: \_\_\_\_\_  
 e-mail address: \_\_\_\_\_  
 Tenant Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

#### Opt-Out.

Beginning on xxx, in buildings in which the building owner is the Subscriber, building owners must allow tenants in the subscribed building to opt-out of the building-based subscription for any reason. Tenants who opt-out of the building-based subscription must be allowed, at no cost, to reinstate their Xcel Energy account.

Thank you again for your engagement. We look forward to the discussion.

## Low Income Affordability Program Rebilling & Community Solar Garden Participation

### PowerOn and Medical Affordability Program Process

The two links below instruct customers how to apply for Xcel Energy's affordability programs. They also describe, in detail, the customer requirements and utility interaction. Based on concerns expressed by the agencies and stakeholders received during COVID and after, we began offering the PowerOn and Gas Affordability application in Somali, Spanish, and Hmong as well as English.

Xcel Energy website: [PowerOn and Gas Affordability Program | Xcel Energy](#)

Energy CENTS Coalition website: [Power On/Gas Affordability Program | Energy Cents](#)

Xcel Energy performs ongoing, direct mail outreach to current and previous LIHEAP customers to inform them about the availability of POWER On, Medical Affordability Program (MAP), and Gas Affordability Program (GAP). Once customer eligibility is verified through LIHEAP approval, the customer is eligible for the utility programs.

Xcel Energy receives a weekly notification file from the department that identifies Xcel Energy customers that have received LIHEAP and may be eligible for our PowerON/GAP/Medical programs along with the Senior Discount Program. The Senior Discount is automatically setup in Xcel Energy's billing system and the customer does not need to complete any additional paperwork. That same list is shared with our third party administer Energy Cents Coalition for outreach on the PowerON/GAP and Medical Affordability programs.

LIHEAP customers submit POWER On/ (GAP)/ (MAP) applications to Energy CENTS Coalition (ECC). The application includes the household income amount and, by signing, the customer agrees to allow ECC to contact them about related services such as low-income Conservation Improvement Program (CIP) programs. ECC determines the monthly affordability credit and required monthly payment amount, as well as any applicable arrearage credit and co-payment amount and provides that information to both Xcel Energy and the program applicant. Xcel Energy then takes that information and enrolls them on whichever program they are eligible for onto their billing system. The customer's account is notated with the credit amounts and affordability budget amounts in our billing system. The process for the Xcel Energy enrollment is automated through a weekly job that runs twice weekly to gather consumption, enroll the customers, provide credits, and removals for nonpayment's or closed accounts. The monthly affordability and arrearage credit are posted on the Xcel Energy bill. ECC provides the levelized affordable monthly payment amount in a separate letter mailed to participants. ECC also serves as a critical customer contact that is integrated in the community and helps our customers not only with Xcel Energy's PowerOn/Gas Affordability/Medical Affordability programs but connects them to other Xcel Energy low-income services like Conservation Improvement Programs as well as city, county, and state services and funding. This is a very important wrap around service for our customers.

The following provides additional background and discussion that the Joint Petitions considered when looking for solutions to the Commission's Order points.

### I. LOW-INCOME DISCOUNT STATUTE 216B.16 (subd. 14)

A public utility shall fund an affordability program for low-income customers at a base annual funding level of \$8,000,000. The annual funding level shall increase in the calendar years subsequent to each commission approval of a rate increase for the public utility's residential customers by the same percentage as the approved residential rate increase. Costs for the program shall be included in the utility's base rate. For the purposes of this subdivision, "low-income" describes a customer who is receiving assistance from the federal low-income home energy assistance program. The affordability program must be designed to target participating customers with the lowest incomes and highest energy costs in order to lower the percentage of income they devote to energy bills, increase their payments, lower utility service disconnections, and decrease costs associated with collection activities on their accounts. For low-income customers who are 62 years of age or older or disabled, the program must include a \$15 discount in each billing period. For the purposes of this subdivision, "public utility" includes only those public utilities with more than 200,000 residential electric service customers. The commission may issue orders necessary to implement, administer, and recover the costs of the program on a timely basis.

**MN Rule 7820.0700 DEFINITIONS. Subpart 1. Customer. "Customer"**

Means any person, firm, association or corporation, or any agency of the federal, state, or local government, being supplied with service by a utility, subject to the jurisdiction of this commission.

**A. Summary**

1. States the fund for affordability program shall be paid to the public utility's low-income customers
2. Defines low-income customers
3. Assumes customers have utility (Xcel Energy) accounts
  - a.) Program should lower the percentage of income participants devote to energy bills
  - b.) Program should increase payment on their public utility (Xcel Energy) account
  - c.) Program should lower service disconnections
  - d.) Program should decrease costs associated with collection on their public utility (Xcel Energy) account

**B. Discussion**

1. Xcel Energy applies PowerOn (PO) credit to an individual, LIHEAP customer account; If that customer no longer has an account because a landlord is now the Xcel Energy customer of record, Xcel Energy can no longer apply the credit as it would be applying a credit to a non-eligible account. The account is not eligible because landlords are not low-income qualified customers as defined in statute
2. If the assumption is that tenants who receive a re-billed Xcel Energy bill are still Xcel Energy customers, how does Xcel Energy comply with statutes including, but not necessarily limited to, 216B.029, 216B.091, 216B.096, 216B.0975, 216B.0976, 216B.098?

## C. Determinations

1. Do stakeholders agree that tenants without Xcel Energy accounts are not Xcel Energy customers? If you don't agree, please explain how you believe these tenants are Xcel Energy customers as defined in MN Statute 216B.16 (subd. 14).
2. If customers are removed from their accounts and replaced by landlords, how will income eligibility be determined and relayed to Xcel Energy?

II. **POWER On (PO) Program Credit Calculation Overview**

## A. Summary

1. The PO Credit is calculated based on 3% of household income; credit is determined by using the customers' actual annual electric bill, reducing the annual electric bill to 3% of household income, providing a credit for the difference, and requiring the customer to make a levelized, monthly payment amount. Once a customer payment is received, Xcel Energy applies the monthly affordability credit amount to the customer bill. The credit amount is shown as a separate line item on the bill. Xcel Energy must know if the payment has been received and the amount of that payment. (see example below).

**POWER On Credit/required payment**

	Current Bill							
Annual Household Income	\$ 17,000							
Annual Xcel Energy Bill	\$ 800	\$510 (3% of \$17,000) = \$290/yr credit applied as \$24.16 monthly credit shown on customers Xcel Energy bill.						
	PowerOn Bill							
Required monthly payment	\$66.66	\$42.50	Payment amount is NOT shown on Xcel bill (provided to participant by PO administrator)					

2. The arrearage co-payment is calculated as either ½ the past due balance, spread over 12 months, or 1% of income, whichever is less. The co-payment is matched as a credit that appears on the Xcel Energy bill (the required co-payment does not show on the Xcel Energy bill but is provided to each participant by the PO administrator).
3. Credit is applied each month after a customer payment is received (Xcel Energy must know if the payment has been received and the amount of that payment).
4. Relevant tariff language (5-95)
  - a. For a customer to be eligible for a supplemental reduction in their electric bill, the customer must agree to affordable monthly payments.
  - b. Participating customers that miss two consecutive monthly payments will be removed from the program and subject to regular collection practices, including service disconnection.

- c. The Company will review current billing information, approved LIHEAP benefits and household income to make payment arrangements with the customer. A mutually agreed to payment plan will be offered to the customer and a payment schedule provided.

B. Questions

1. How can Xcel Energy comply with the tariff provisions outlined above when they cannot see if a customer has made an electric bill payment to their landlord?
2. How will customers be made aware of the individual monthly credits made to their bills?
3. How will customers be made aware of the need to maintain their payment status to retain their affordability benefits?
4. How will landlords inform Xcel Energy of “actual” income qualified customers if the account is in the landlord’s name?
5. How can Xcel Energy comply with the requirement to offer a mutually agreeable payment plan?
6. If a tenant's past-due Xcel Energy bill is taken over by the landlord, does the landlord offer a payment plan?
7. How can Xcel offer arrearage forgiveness if the landlord’s account does not include the resident’s past-due balance?
8. How will the landlord incorporate the affordability and arrearage forgiveness credits into the rental statements?
9. How will the \$15 monthly discount be credited to the tenant’s bill that is required in Minn Stat 216B.16?
10. How will Xcel know when a unit ceases to be occupied by the PO participant?

C. Xcel Energy’s Commission Ordered Reporting Requirements of Docket # E-002/M-04-1956 Dated September 16, 2010. *How will Xcel Energy compile this information if they do not have customer account information?*

1. Number of participating customers.
2. Program costs
3. Administrative costs
4. Customer payment frequency
5. Affordability credit amounts (average per participant and annual total)
6. Arrearage level comparisons (pre and post-participation)
7. Coordination with other low-income financial resources
8. Average participant income
9. Average participant income compared to Federal poverty level
10. Number and percent of participants in various income brackets compared to Federal poverty level
11. Average participant electric usage
12. Average participant income and electric usage compared to customers receiving LIHEAP

D. Additional questions the Joint Petitioners considered when looking for solutions:

1. Will the landlord inform tenants about the available affordability programs?
2. Who will provide program applications to tenants?
3. Will the landlord notify Xcel Energy when enrolled tenants move? If so, how? Will the notification happen prior to a move or after? If after, how long after will the landlord notify Xcel Energy of an enrolled tenants move?
4. How will the credit appear on tenant rental statements? Will the credit appear in the month it is given, meaning no lag time as is current utility practice?
5. Where a tenant has been past due on paying bills (say \$500) and has entered into a payment plan with Xcel Energy, and the account is then switched to the landlord, Xcel Energy will bill the tenant the \$500 when its account is closed. What protections will the landlord put in place to economically protect the tenant from this \$500 bill that was caused by switching the account to the landlord?
6. Will the landlord remind tenants to reapply for LIHEAP each year to continue eligibility for the low-income programs? If not, how do parties recommend tenants are notified of these services?
7. What is the Public Utilities Commission's visibility into and oversight of the above?

### III. Billing Concerns and Questions

A. Summary

1. The income qualified customer's Xcel Energy account is closed when another party assumes the account.
2. Customer receives a final bill from Xcel Energy, the bill is then transferred to the landlord. The final TOTAL bill is now due for the actual customer, which could be a significant past due amount. If this balance is not paid, it will enter the credit cycle and eventually go to collections if unpaid.
3. From this point, Xcel Energy is billing the landlord and the account is no longer in the customer's name.
4. A tracking system of some kind would be required to inform Xcel Energy about who is residing in the property, making required payments and complying with the other program terms. Otherwise, Xcel Energy would never know when to apply any affordability or arrearage credits.

### Consumer Protections

The separately metered tenant account transfers and resulting re-billing are direct results of landlord / CSG operator actions. The model resulted in a spike in this previously unheard-of practice of taking over and re-billing separately metered residential utility accounts and the loss of low-income affordability programs access. Additionally, as stated by tenants' testimony at the PUC hearing on May 5, landlord of rebilling of utility charges increases tenant exposure to eviction actions.

A. Summary

1. Landlord re-billing to tenants of measured utility service already billed by the regulated provider has not previously occurred in Minnesota in cognizable numbers. Thus, while statutes and tariffs do address redistribution and landlord billing of *unmeasured* utility service (see Minn. Stat. 504B.215 and Rate Book 2 Section 6 -- 4.1 **Use of Service** -- A. 2 ["Redistribution" definition]), Minnesota utility law is largely silent in the area of (unregulated) utility re-billing. In this regard, the building subscription model represents a sea change in utility billing for separately metered tenants.
2. In the building subscription model-based re-billing process, the landlord or third-party re-biller does not pass the regulated provider's billing on to the tenant, but instead sends the tenant a new utility-based billing that may include additional fees. The utility-based billing is co-mingled with rent charges, and tenant rent payments have been applied by landlords to utility-based billings, in some cases creating claimed rent arrears, which has led to threats of eviction. Thus, under the CSG model, a tenant can face eviction even though a tenant has submitted payments in an amount that is sufficient to be current on rent.
3. Xcel Energy's tariff provides: "Electricity is supplied for use by customer's household or business, and outside sale of such service is not permitted. The Company permits redistribution and submetering, where allowed by law, but a landlord may not charge the tenants more than the landlord is charged by the Company." Rate Book 2 Section 6 – 4.1 **Use of Service – B** (emphasis supplied). The re-biller then, is converting and re-casting the regulated provider's bill, and then forwarding that to the tenant in a new form that may include fees that have been added to the regulated provider's billing.
4. Re-billers assert that by virtue of the above Building subscription CSG process the customer/tenant-utility relationship is (involuntarily) severed and the utility billing is now merely a component of the landlord-tenant relationship. As such, the re-billers claim, this process is largely if not completely beyond the jurisdiction of the Public Utilities Commission, leaving the tenant without the protection to which they are entitled under tariff and Minnesota Statutes and Rules. One of the by-products of the building subscription CSG model is a result that increasingly looks like a profit-driven (and unregulated) third-party resale of utility service furnished by a regulated provider.
5. The Joint Petitioners proposed tariff attempts to remedy some of the harms to tenants that have resulted from re-billing under the building subscription model. The questions below seek answers as to how consumer protections for Minnesota tenant utility consumers will be preserved.

## B. Questions

1. Please provide an example of a case where a Minnesota court or the Public Utilities Commission has upheld the practice of third-party re-billing of measured utility service to a tenant with additional outside fees added to the utility charges.
2. Please provide an example of a case where a Minnesota Court or the Public Utilities Commission has upheld the practice of third-party re-billing of measured electricity service supplied by Xcel Energy to a tenant with additional compounded late fees or other fees in excess of the 1.5% / \$10.00-ceiling contained in Xcel Energy's tariff. (Rate Book 2 Section 6 – 3.6 Late Payment Charge.).
3. Please explain how the addition of unregulated third-party fees to measured utility charges as above described is not a utility tariff rate violation.
4. Please explain how the addition of the above unregulated third-party fees to utility charges is not a violation of Minnesota's consumer fraud laws, specifically Minn. Stat. section 325F.69. (see, e.g., *Love v. Amsler*, 441 N.W.2d 555 [Minn. App.1989]). (among other violations, landlord water bill charges violated 325F.69).
5. Please explain how utility payments by a tenant to a third-party re-biller will be deferred, suspended, reduced, or eliminated during the cold weather season – Minn. Stat. 216B.096.
6. Please explain how tenant payment of utility-based add-on fees to a third-party re-biller will be deferred, suspended, reduced, or eliminated during the cold weather season.
7. If utility charges or add-on fees are deferred, suspended, or reduced during the cold weather season, explain how such charges or fees will be collected from tenants once the cold weather season ends.
8. Please describe how budget billing plans, payment plans, and medically-based deferments or payment plans for utility charges will be accessed by tenants in the existing building subscription model – Minn. Stat. 216B.098.
9. Please indicate whether re-billing add-on fees will be capped and incorporated into payment plans and deferments referenced in questions 5-8, above.
10. Please provide legal authority supporting the practice of re-billing metered utility usage charges as rent, to a tenant.
11. Please provide legal authority supporting the practice of applying rent payments to re-billed metered utility charges and billing a tenant for the resulting "rent" shortfall.
12. Please explain and provide supporting legal authority for the proposition that the above co-billing of utility charges and rent -- and the co-mingling of payments for rent and for utility charges -- does not result in an open-ended and undefined rent-amount term in the lease.

13. Please explain how a CSG tenant will receive the billing information for re-billed utility-related charges set forth at Minnesota Rule 7820.3500 (usage data, taxes, dates, fees and late fees, etc.).
14. Please explain how a building subscription model tenant will receive specific itemized billing information for third-party re-biller add-on fees like that set forth at Rule 7820.3500.
15. Landlords are prohibited from non-emergency tenant utility service terminations -- or causing tenant non-emergency utility service terminations. Minn. Stat. 504B.221. If you do not agree that the building subscription model converts the regulated collection of utility billings into utility-based evictions beyond the PUC's oversight -- please explain why you disagree with that conclusion.
16. If the billing and utility-based eviction consequences set forth above are considered to be true, at least in part -- please explain how the existing building subscription model in practice comports with the utility consumer non-preference / non-disadvantage and non-discrimination provisions of Minn. Stat. 216B.07. In other words, doesn't the existing building subscription model -- in practice, and at least as relates to billing and the potential for utility-based evictions -- unreasonably prejudice that group of tenants who are under the building subscription model? If you disagree, please explain your answer.
17. Considering the testimony and evidence regarding BSM-subscriber experiences with utility-payment-related threats of eviction, loss of access to payment assistance programs, the addition of BSM-related fees to their Xcel Energy bill, the possible loss of consumer protections, and a BSM monthly solar energy credit that is often less than \$5 -- please explain in detail how the Building Subscription Model results in more benefit than harm to low income tenants, as alluded to in paragraph 6D, page 7, of the Commission's Order.

## Additional Process Questions that came from Stakeholder Meeting #2

1. How many Xcel Energy residential tenants does JIT currently service through utility re-billing?
2. How many of those customers are currently receiving LIHEAP funding?
3. Is it legal for Xcel Energy, as a regulated entity, to send ratepayer funds to a third-party unregulated property owner for distribution with no PUC oversight authority?
4. Does JIT or a building owner qualify as a low-income customer under 216B.16 (subd. 14)?  
*"A public utility shall fund an affordability program for low-income customers ... "low-income" describes a customer who is receiving assistance from the federal low-income home energy assistance program"*
5. If a "customer" does not make a payment to a utility, how are they a customer? If a customer's LIHEAP grant goes to JIT and not to Xcel Energy and they are not the customer of record in Xcel Energy's billing system, how are they an Xcel Energy customer?
6. Will the Department of Commerce provide JIT with the list of senior/disabled LIHEAP customers to apply the \$15/month discount to tenant accounts that JIT serves as a LIHEAP vendor?
7. Will JIT, in turn, provide that list to Xcel Energy so the discount can be applied retroactively to October 1<sup>st</sup> and prospectively throughout the year? If so, when? How often? How does JIT recommend managing this process when Xcel Energy does not have a visual of who JIT serves as a LIHEAP vendor?
8. Xcel Energy applies the Monthly senior/disability discount (no matter when it was received) retroactively to October 1. When will this credit appear on tenants' rent statements?
9. Will JIT do outreach to their qualified LIHEAP tenants for POWER On and Medical Energy Assistance programs? If not, how will the tenants know about the programs if they are not Xcel Energy customers and don't receive information from Xcel Energy because their LIHEAP grant goes to JIT?
10. Where will these tenants apply for the POWER On and Medical Energy Assistance programs? On JIT's website?
11. Who will process those applications? Who will take the tenant income information, calculate credits/affordable monthly payments, and credit it to customer statements?
12. POWER On only requires a participant to pay a portion (always less) than their actual Xcel Energy bill. Will JIT provide property owners with the amount of a tenants' POWER On credit and the required affordable monthly payment amount? Will rent statements reflect only the required affordable payment amount?

13. How would Xcel Energy transfer the amount of POWER On funds required to cover the difference between the Xcel Energy bill and the required (lower) POWER On monthly payment amount? To whom will these funds be disbursed?
14. Will the PUC have oversight over JIT's accounting of affordability program funds? If so, under what statutory authority, and how will the oversight be conducted?
15. Will JIT let Xcel Energy know the total of POWER On affordability and arrearage credit amounts applied to tenant accounts so Xcel Energy can report on the tracker balance and program spending and for budgeting purposes?
16. If JIT can't see past-due bills, how will they set arrearage credits and co-payments per the POWER On program parameters?
17. How does JIT propose to get customer consent for data transfer?
18. Will JIT provide Xcel Energy with the number of customers making full payments; the number of customers making partial payments; the number of customers by poverty level, average credit amounts, pre-and post-arrearage levels, census tract location of affordability program participants (or complete the interactive low-income participant map required in our service quality annual filings for those customers they service), and all other required reporting information? How often? By what means?
19. For customers under JIT's re-billing services, will JIT remove the customers from POWER On if they miss two, consecutive months' payments for consistency of program application for customers not rebilled by JIT? Will they report the removals to Xcel Energy?

## Low Income Affordability Program Rebilling & Community Solar Garden Participation

### TBR\_SH\_JIT\_REPLY\_9-26-22\_Final

#### PowerOn and Medical Affordability Program Process

The two links below instruct customers how to apply for Xcel Energy's affordability programs. They also describe, in detail, the customer requirements and utility interaction. Based on concerns expressed by the agencies and stakeholders received during COVID and after, we began offering the PowerOn and Gas Affordability application in Somali, Spanish, and Hmong as well as English.

Xcel Energy website: [PowerOn and Gas Affordability Program | Xcel Energy](#)

Energy CENTS Coalition website: [Power On/Gas Affordability Program | Energy Cents](#)

Xcel Energy performs ongoing, direct mail outreach to current and previous LIHEAP customers to inform them about the availability of POWER On, Medical Affordability Program (MAP), and Gas Affordability Program (GAP). Once customer eligibility is verified through LIHEAP approval, the customer is eligible for the utility programs.

Xcel Energy receives a weekly notification file from the department that identifies Xcel Energy customers that have received LIHEAP and may be eligible for our PowerON/GAP/Medical programs along with the Senior Discount Program. The Senior Discount is automatically setup in Xcel Energy's billing system and the customer does not need to complete any additional paperwork. That same list is shared with our third party administer Energy Cents Coalition for outreach on the PowerON/GAP and Medical Affordability programs.

LIHEAP customers submit POWER On/ (GAP)/ (MAP) applications to Energy CENTS Coalition (ECC). The application includes the household income amount and, by signing, the customer agrees to allow ECC to contact them about related services such as low-income Conservation Improvement Program (CIP) programs. ECC determines the monthly affordability credit and required monthly payment amount, as well as any applicable arrearage credit and co-payment amount and provides that information to both Xcel Energy and the program applicant. Xcel Energy then takes that information and enrolls them on whichever program they are eligible for onto their billing system. The customer's account is notated with the credit amounts and affordability budget amounts in our billing system. The process for the Xcel Energy enrollment is automated through a weekly job that runs twice weekly to gather consumption, enroll the customers, provide credits, and removals for nonpayment's or closed accounts. The monthly affordability and arrearage credit are posted on the Xcel Energy bill. ECC provides the levelized affordable monthly payment amount in a separate letter mailed to participants. ECC also serves as a critical customer contact that is integrated in the community and helps our customers not only with Xcel Energy's PowerOn/Gas Affordability/Medical Affordability programs but connects them to other Xcel Energy low-income services like Conservation Improvement Programs as well as city, county, and state services and funding. This is a very important wrap around service for our customers.

The following provides additional background and discussion that the Joint Petitions considered when looking for solutions to the Commission's Order points.

## I. LOW-INCOME DISCOUNT STATUTE 216B.16 (subd. 14)

A public utility shall fund an affordability program for low-income customers at a base annual funding level of \$8,000,000. The annual funding level shall increase in the calendar years subsequent to each commission approval of a rate increase for the public utility's residential customers by the same percentage as the approved residential rate increase. Costs for the program shall be included in the utility's base rate. For the purposes of this subdivision, "low-income" describes a customer who is receiving assistance from the federal low-income home energy assistance program. The affordability program must be designed to target participating customers with the lowest incomes and highest energy costs in order to lower the percentage of income they devote to energy bills, increase their payments, lower utility service disconnections, and decrease costs associated with collection activities on their accounts. For low-income customers who are 62 years of age or older or disabled, the program must include a \$15 discount in each billing period. For the purposes of this subdivision, "public utility" includes only those public utilities with more than 200,000 residential electric service customers. The commission may issue orders necessary to implement, administer, and recover the costs of the program on a timely basis.

### **MN Rule 7820.0700 DEFINITIONS. Subpart 1. Customer. "Customer"**

Means any person, firm, association or corporation, or any agency of the federal, state, or local government, being supplied with service by a utility, subject to the jurisdiction of this commission.

Minn. Stat. § 216B.16, subds. 15 (Low-Income Affordability Programs) defines "low-income residential ratepayers" as ratepayers who receive energy assistance from the low-income energy assistance program (LIHEAP). JIT already passes on LIHEAP benefits to tenants (i.e., ratepayers or customers).

Considering the definitions above, a customer eligible for low-income energy discounts under Xcel's program is someone who is being supplied with electric service from Xcel and receives LIHEAP benefits. The attached redlined tariff demonstrates how the tariff could be modified to accommodate third-party billers.

Xcel and ECC could use the same processes tying assistance, credits, and information to LIHEAP's Household number to Xcel's Account number (i.e., the building) combined with the Premise number (i.e., apartment number). Referenced above is automated sharing of data between Xcel and ECC. As a registered energy vendor, those data could be shared with JIT, along with the fields that are captured, and JIT, Xcel, and ECC can collectively best determine how to automate data flow back and forth. Many of the issues raised in this document would be resolved with data file sharing (such as occupancy, move-out, payments, balances, etc.). Regarding wrap-around services related to CIP, apartment renters have little ability to make substantial energy efficiency upgrades without cooperation and leadership from the building owner. Nevertheless, we believe there are ways to improve participation in ECC's wrap around programs with building owners.

### A. Summary

1. States the fund for affordability program shall be paid to the public utility's low-income customers
2. Defines low-income customers
3. Assumes customers have utility (Xcel Energy) accounts
  - a.) Program should lower the percentage of income participants devote to energy bills
  - b.) Program should increase payment on their public utility (Xcel Energy) account
  - c.) Program should lower service disconnections
  - d.) Program should decrease costs associated with collection on their public utility (Xcel Energy) account

#### B. Discussion

1. Xcel Energy applies PowerOn (PO) credit to an individual, LIHEAP customer account; If that customer no longer has an account because a landlord is now the Xcel Energy customer of record, Xcel Energy can no longer apply the credit as it would be applying a credit to a non-eligible account. The account is not eligible because landlords are not low-income qualified customers as defined in statute. [The tenant is ultimately responsible for paying for the tenant's usage based on the meter associated with the unit. The statute defines low-income qualified customers as someone who is receiving assistance from the federal low-income home energy assistance program \(LIHEAP\). As an authorized LIHEAP administrator, JIT passes on LIHEAP benefits to qualified tenants. Under Minn. Stat. § 216B.16, subds. 14-15, passing on low-income assistance administered by ECC should be allowed because low-income tenants are already receiving LIHEAP in connection with their unit's electric service by Xcel.](#)

The Department's EAP Policy Manual describes the role of energy vendors in chapter 16, page 1:

Energy vendors roles include providing energy cost information, applying payments, working with Service Providers and EAP households in emergency situations, conducting outreach and referring customers in need to the program. Energy vendors establish agreements with EAP Service Providers, develop communication processes and use the web-based eHEAT system to perform these functions. The rules are guided by the Low Income Household Energy Assistance Program (LIHEAP) law, the *EAP Policy Manual*, and related state regulations.

eHEAT (Electronic Household Energy Automated Technology) is internet-based software centralizing program activity for Service Providers and energy vendors. eHEAT has information about the household's program eligibility and payments. Energy vendors use eHEAT to supply consumption information, view or download payment information, verify customer's program participation and initiate refunds. With custom programming by the energy vendor,

consumption and payment information can be uploaded and downloaded by energy vendor's systems. Energy vendors register for eHEAT through the Service Provider or directly with the Department of Commerce.

2. If the assumption is that tenants who receive a re-billed Xcel Energy bill are still Xcel Energy customers, how does Xcel Energy comply with statutes including, but not necessarily limited to, 216B.029, 216B.091, 216B.096, 216B.0975, 216B.097, 216B.098? For REE and Sherman, Xcel issues a bill to the property under the property's account number and includes a breakdown of each unit's meter by premise number because each unit is individually metered. The landlord who pays the utility bills for individually metered units do not disconnect; only Xcel can disconnect the meter. Submetered units under a master meter can be disconnected by a third-party biller or landlord.

As a registered energy vendor, JIT already complies with the requirements in the Department's EAP Policy Manual. Specifically, the EAP Policy Manual states that services available to customers cannot be denied to a household solely because of the household's EAP eligibility. These services include deferred payments and budget payment plans.

In addition to the protections addressed in the EAP Policy Manual, protections can be incorporated into the landlord policies (if not already), such as offering a payment plan to be administered by the third-party biller. Note that there is no landlord-tenant law that requires landlords to provide payment plans, not to charge late fees on unpaid electric bills, not to evict for unpaid electric bills etc. Sherman and REE are voluntarily doing more than landlord-tenant law requires.

For landlords using a third-party bill because the building participates in a community solar garden, these protections can also be added in the standard contract between the CSG Operator and Xcel by having the landlord sign a Landlord Agreement and Consent Form.

#### C. Determinations

1. Do stakeholders agree that tenants without Xcel Energy accounts are not Xcel Energy customers? If you don't agree, please explain how you believe these tenants are Xcel Energy customers as defined in MN Statute 216B.16 (subd. 14). This is addressed above. In summary, tenants have a premise number tied to the household account, and the tenants are responsible to pay for their electric usage based on their unit's meter because they are receiving service from Xcel and are defined as low-income qualified customers because they receive LIHEAP.
2. If customers are removed from their accounts and replaced by landlords, how will income eligibility be determined and relayed to Xcel Energy? It is already known who receives LIHEAP benefits and those tenants would be eligible for Xcel's programs. Application and eligibility processes can stay the same (as described above on page 1), so nothing would change regarding qualification and calculation of benefits. What would change is connecting the LIHEAP Household number with

the Xcel Account number combined with the Premise number, which is tied to the tenant responsible for paying for the electric service.

Xcel already has processes in place with the Department utilizing the eHeat/LIHEAP data exchange to support households and the programs. This is a good indication that systems already exist to build upon for working with vetted third-party billers who are already registered vendors by the Department.

## II. POWER On (PO) Program Credit Calculation Overview

### A. Summary

1. The PO Credit is calculated based on 3% of household income; credit is determined by using the customers' actual annual electric bill, reducing the annual electric bill to 3% of household income, providing a credit for the difference, and requiring the customer to make a levelized, monthly payment amount. Once a customer payment is received, Xcel Energy applies the monthly affordability credit amount to the customer bill. The credit amount is shown as a separate line item on the bill. Xcel Energy must know if the payment has been received and the amount of that payment. (see example below).

#### POWER On Credit/required payment

	Current Bill							
Annual Household Income	\$ 17,000							
Annual Xcel Energy Bill	\$ 800	\$510 (3% of \$17,000) = \$290/yr credit applied as \$24.16 monthly credit shown on customers Xcel Energy bill.						
	PowerOn Bill							
Required monthly payment	\$66.66	\$42.50	Payment amount is NOT shown on Xcel bill (provided to participant by PO administrator)					

2. The arrearage co-payment is calculated as either ½ the past due balance, spread over 12 months, or 1% of income, whichever is less. The co-payment is matched as a credit that appears on the Xcel Energy bill (the required co-payment does not show on the Xcel Energy bill but is provided to each participant by the PO administrator).
3. Credit is applied each month after a customer payment is received (Xcel Energy must know if the payment has been received and the amount of that payment).
4. Relevant tariff language (5-95)
  - a. For a customer to be eligible for a supplemental reduction in their electric bill, the customer must agree to affordable monthly payments.
  - b. Participating customers that miss two consecutive monthly payments will be removed from the program and subject to regular collection practices, including service disconnection. [This can be accommodated by sharing data regarding payment and occupancy.](#)

- c. The Company will review current billing information, approved LIHEAP benefits and household income to make payment arrangements with the customer. A mutually agreed to payment plan will be offered to the customer and a payment schedule provided. Payment arrangements are currently accommodated and provided by JIT and would continue to be offered. Currently, JIT determines the balance and works with the resident to establish an acceptable payment plan generally spread out over three to four months but could be as long as six months.

JIT would not collect income data nor calculate the Power On credit but would identify the account and premise pairings served by LIHEAP so that ECC can determine benefits. ECC would notify the recipient/tenant of their benefit amount and provide the third-party biller the benefit amount for that recipient. The third-party biller would need to ensure the Power On recipient is making their payments and report this information back to ECC each month to ensure the recipient remains qualified.

#### B. Questions

1. How can Xcel Energy comply with the tariff provisions outlined above when they cannot see if a customer has made an electric bill payment to their landlord? This can be accommodated by sharing data regarding payment and occupancy. JIT proposes providing a monthly report or data feed (e.g., MS Excel or CSV file) that list all Power On recipients and all payments received in a calendar month. This report would show the participants who made their required payments and those who did not. This data sharing would only occur for recipients of energy assistance provided by Xcel's programs.
2. How will customers be made aware of the individual monthly credits made to their bills? More detail can be shared with tenants on their rent statement.
3. How will customers be made aware of the need to maintain their payment status to retain their affordability benefits? There are a number of ways to accomplish this including ECC maintaining a direct relationship with the tenant as they would if third-party billing wasn't used.
4. How will landlords inform Xcel Energy of "actual" income qualified customers if the account is in the landlord's name? See response to No. 10 below.
5. How can Xcel Energy comply with the requirement to offer a mutually agreeable payment plan? Payment arrangements are currently accommodated and provided by JIT and would continue to be offered. Note that there is no law requiring landlords to offer payment plans. Perhaps the EAP Policy Manual could be updated to incorporate a payment plan policy that energy vendors would have to follow. In summary, Xcel would not have to comply with the requirement, but a third-party biller would.
6. If a tenant's past-due Xcel Energy bill is taken over by the landlord, does the landlord offer a payment plan? When an account is taken over by a landlord, any previous balances or credit balances are NOT transferred by Xcel to the new account and the landlord would not know about the previous balance. It would be

recommended that specific situations like this be reviewed between ECC and the third-party biller prior to transfer.

7. How can Xcel offer arrearage forgiveness if the landlord's account does not include the resident's past-due balance? The third-party biller does not have insight into past-due balances during the transition from the tenant's Xcel account to the landlord's Xcel account. If a resident is in arrears after the transfer, the proposed payment data file exchange would be a way for Xcel and ECC to consider arrearage forgiveness, then inform the third-party biller, and the credit would be issued on the resident's account.
8. How will the landlord incorporate the affordability and arrearage forgiveness credits into the rental statements? When the arrearage is on the resident's Xcel account prior to transfer, Xcel Energy may need to address the outstanding balance since the biller is not privy to the previous account information. All credits issued by ECC/Xcel on the Xcel Energy invoice would be placed as a separate credit line item with proper description and visible on their rent statement or third-party invoice.
9. How will the \$15 monthly discount be credited to the tenant's bill that is required in Minn Stat 216B.16? The credit can be reflected under the utilities portion of their rent statement. It would be shown as a separate line item with a proper description.
10. How will Xcel know when a unit ceases to be occupied by the PO participant? Most of the issues above can be addressed by sharing data. Most third-party billers are generating invoices for tens of thousands of residential or commercial tenants and integrate their software with various resident management software programs to both receive occupancy data and payment and send billing data. There is a lot of sophistication built into the processes and virtually all of the above can be addressed with properly and cooperatively developed file sharing structures.

For example, JIT could use the same monthly file, proposed in II.B.1, to show payment data and include the move-out date for participation termination. This can also be done for recipients of the Senior Discount and the Medical Electric Affordability Program. Alternatively, JIT could share two reports per month; one of which would show all move-out dates for all recipients tied to an account and premise number, and the other would show payments for Power On etc. The occupancy report would specifically share the household number, name, apartment building, apartment unit number, Xcel account number, Xcel premise number, and the move-out date. The two-report approach is probably a better fit.

- C. Xcel Energy's Commission Ordered Reporting Requirements of Docket # E-002/M-04-1956 Dated September 16, 2010. *How will Xcel Energy compile this information if they do not have customer account information?*

1. Number of participating customers.
2. Program costs
3. Administrative costs
4. Customer payment frequency
5. Affordability credit amounts (average per participant and annual total)
6. Arrearage level comparisons (pre and post-participation)
7. Coordination with other low-income financial resources
8. Average participant income

9. Average participant income compared to Federal poverty level
10. Number and percent of participants in various income brackets compared to Federal poverty level
11. Average participant electric usage
12. Average participant income and electric usage compared to customers receiving LIHEAP

These data are all currently available from Xcel Energy Account/Premise Numbers and LIHEAP data. This would not change. The only item that the third party biller would be providing back to Xcel/ECC is the customer payment frequency (no. 4).

D. Additional questions the Joint Petitioners considered when looking for solutions:

1. Will the landlord inform tenants about the available affordability programs? **Yes.** This can be done through various communication methods including lease packets for new tenants and renewals. We could work with ECC to distribute their materials if they prefer. For example, this information could be sent out by September 30 of each year. Landlords of a single-metered residential building who bill for gas and electric utility charges separate from rent must inform tenants in writing of the possible availability of energy assistance from the Low Income Home Energy Assistance Program. The information must contain the toll-free telephone number of the administering agency. Minn. Stat. § 504B.215, subd. 2a(b).
2. Who will provide program applications to tenants? **Either landlords on a voluntary basis or ECC. ECC will remain the administrator.**
3. Will the landlord notify Xcel Energy when enrolled tenants move? If so, how? Will the notification happen prior to a move or after? If after, how long after will the landlord notify Xcel Energy of an enrolled tenants move? **Third-party billers get move-in and move-out data regularly and would share the data electronically. Tenant information would be tied to the premise number.**
4. How will the credit appear on tenant rental statements? Will the credit appear in the month it is given, meaning no lag time as is current utility practice? **The line items would be delineated with the specific program credit described and associated with the service period for electric service.**
5. Where a tenant has been past due on paying bills (say \$500) and has entered into a payment plan with Xcel Energy, and the account is then switched to the landlord, Xcel Energy will bill the tenant the \$500 when its account is closed. What protections will the landlord put in place to economically protect the tenant from this \$500 bill that was caused by switching the account to the landlord? **The third-party billing service provider is currently not able to see past due bills. Xcel closes the account with a balance due by the customer. If Xcel had worked out a payment plan for a recipient of Power On etc. and the account gets closed, Xcel could flag the account to ECC. Through data sharing, ECC would be informed if the tenant will remain on energy assistance at the same residence and then JIT could then administer the payment plan. If this is too problematic (e.g., the tenant is not receiving energy assistance from Xcel) this could be a condition to opt-out of a CSG if the building is tied to a CSG. This is an area that needs further discussion.**

6. Will the landlord remind tenants to reapply for LIHEAP each year to continue eligibility for the low-income programs? If not, how do parties recommend tenants are notified of these services? Absolutely, residents are and will continue to be informed about the timing of application. There are numerous communication methodologies at apartment complexes. See also response to II.D.1. (the requirements in the shared meter statute could be included in the EAP Policy Manual and/or the CSG standard contract so there would be repercussions if the vendor failed to do so).
7. What is the Public Utilities Commission's visibility into and oversight of the above? The commission has oversight of Xcel and all data would be shared and included in Xcel's required reports to the Commission.

Below is a summary of a proposed process to review with ECC and Xcel:

- Marketing and documentation in lease paperwork, and notification of program options provided to residents billed by a third-party (LIHEAP, Power-On, Senior/Low-income discount, Medical).
- Resident applies to program(s) using existing application processes. Application to include Xcel Energy Premise number.
- CAP/ECC determines applicant's approval and amount of assistance; third-party not expected to see household income nor have any part of the approval process.
- Notification by ECC of applicant's approval and specifics of program, amount, and payment requirements (PO) to third-party biller.
  - For Xcel Energy residential meters in the name of a building owner, Xcel Energy would place credits on Xcel Energy statements tying the Household # and Xcel Account and premise # to properly issue the applicable credits, and third-party biller passes on billing details and credit to the billed resident on their rent statement.
  - For Xcel Energy master metered building with submeters, ECC provides the details and the third-party places the proper program credits on the bill.
- Monthly billing and program management on-going.
- Monthly reports provided by third-party to ECC/Xcel Energy:
  - Occupancy report with move-out information to ensure removal from a program for a participant
  - Payment report showing payment information for Power On participants.

### III. Billing Concerns and Questions

#### A. Summary

1. The income qualified customer's Xcel Energy account is closed when another party assumes the account.
2. Customer receives a final bill from Xcel Energy, the bill is then transferred to the landlord. The final TOTAL bill is now due for the actual customer, which could be

a significant past due amount. If this balance is not paid, it will enter the credit cycle and eventually go to collections if unpaid.

3. From this point, Xcel Energy is billing the landlord and the account is no longer in the customer's name.
4. A tracking system of some kind would be required to inform Xcel Energy about who is residing in the property, making required payments and complying with the other program terms. Otherwise, Xcel Energy would never know when to apply any affordability or arrearage credits.

The third-party biller would provide occupancy and move-out and move-in data for participants receiving the credits for items 1 and 4. Regarding items 2 and, the third-party biller is not privy to outstanding balances. Further, if the tenant had missed two consecutive monthly payments on their payment plan under PowerOn they would be disqualified from the program and subject to collection practices.

### **Consumer Protections**

The separately metered tenant account transfers and resulting re-billing are direct results of landlord / CSG operator actions. The model resulted in a spike in this previously unheard-of practice of taking over and re-billing separately metered residential utility accounts and the loss of low-income affordability programs access. Additionally, as stated by tenants' testimony at the PUC hearing on May 5, landlord of rebilling of utility charges increases tenant exposure to eviction actions.

## A. Summary

1. Landlord re-billing to tenants of measured utility service already billed by the regulated provider has not previously occurred in Minnesota in cognizable numbers. Thus, while statutes and tariffs do address redistribution and landlord billing of *unmeasured* utility service (see Minn. Stat. 504B.215 and Rate Book 2 Section 6 -- 4.1 **Use of Service** -- A. 2 ["Redistribution" definition]), Minnesota utility law is largely silent in the area of (unregulated) utility re-billing. In this regard, the building subscription model represents a sea change in utility billing for separately metered tenants.
2. In the building subscription model-based re-billing process, the landlord or third-party re-biller does not pass the regulated provider's billing on to the tenant, but instead sends the tenant a new utility-based billing that may include additional fees. The utility-based billing is co-mingled with rent charges, and tenant rent payments have been applied by landlords to utility-based billings, in some cases creating claimed rent arrears, which has led to threats of eviction. Thus, under the CSG model, a tenant can face eviction even though a tenant has submitted payments in an amount that is sufficient to be current on rent.
3. Xcel Energy's tariff provides: "Electricity is supplied for use by customer's household or business, and outside sale of such service is not permitted. The Company permits redistribution and submetering, where allowed by law, but a landlord may not charge the tenants more than the landlord is charged by the Company." Rate Book 2 Section 6 – 4.1 **Use of Service – B** (emphasis supplied). The re-biller then, is converting and re-casting the regulated provider's bill, and then forwarding that to the tenant in a new form that may include fees that have been added to the regulated provider's billing.
4. Re-billers assert that by virtue of the above Building subscription CSG process the customer/tenant-utility relationship is (involuntarily) severed and the utility billing is now merely a component of the landlord-tenant relationship. As such, the re-billers claim, this process is largely if not completely beyond the jurisdiction of the Public Utilities Commission, leaving the tenant without the protection to which they are entitled under tariff and Minnesota Statutes and Rules. One of the by-products of the building subscription CSG model is a result that increasingly looks like a profit-driven (and unregulated) third-party resale of utility service furnished by a regulated provider.
5. The Joint Petitioners proposed tariff attempts to remedy some of the harms to tenants that have resulted from re-billing under the building subscription model. The questions below seek answers as to how consumer protections for Minnesota tenant utility consumers will be preserved.

B. Questions.

1. Please provide an example of a case where a Minnesota court or the Public Utilities Commission has upheld the practice of third-party re-billing of measured utility service to a tenant with additional outside fees added to the utility charges. A third-party biller cannot add fees to the Xcel's energy usage charges unless allowed under law (e.g., 26 C.F.R. § 1.42-10). JIT only passes on the charges that appear on the Xcel bill for the tenant's premise number.

In *Persigehl v. Ridgebrook Inv. LP*, 858 N.W.2d 824 (Minn. Ct. App. 2015), the court concluded that the single-meter statute, Minn. Stat. § 504B.215, did not preclude landlords from charging billing fees to tenants. The court concluded that the statute was silent on that topic, and under contract law, landlords could include billing fees as part of the lease. Section 504B.215 does not apply to the third-party billing practices here, as those practices do not involve a single meter. There is no statute that precludes the charging of billing fees – as with the single-meter statute, the law is silent. This is something that may be able to be addressed by updating the EAP Policy Manual and/or the CSG standard contract.

2. Please provide an example of a case where a Minnesota Court or the Public Utilities Commission has upheld the practice of third-party re-billing of measured electricity service supplied by Xcel Energy to a tenant with additional compounded late fees or other fees in excess of the 1.5% / \$10.00-ceiling contained in Xcel Energy's tariff. (Rate Book 2 Section 6 – 3.6 Late Payment Charge.). Both REE and Sherman do not charge late fees or compounded late fees applied to unpaid utility bills. To the extent there is a problem with unpaid electric bills, the landlord will step to try to find a resolution. The landlord-tenant late fee statute is poorly written. Late fees on *rent* cannot exceed 8%. Arguably, unless the lease defines utility payments as a form of rent (and many leases do), landlords could charge more than 8% on overdue utility payments if the lease so allows – up to the point that the fees could violate usury laws. In practice, under landlord-tenant law, late fees would be capped at 8%, and they would not compound.
3. Please explain how the addition of unregulated third-party fees to measured utility charges as above described is not a utility tariff rate violation. As stated above, REE and Sherman do not pass on third-party fees to tenants. The landlord pays for that service. Regarding the referenced rate book Section No. 6 (above in A.3), section 4.1.B addresses the rules for providing service and refers to the building codes. REE and Sherman have units that are individually metered and not submetered under a master meter. Moreover, JIT (a registered energy vendor for LIHEAP) is only passing on the charges from Xcel with no add-on fees. Can you explain your concern in more detail?

4. Please explain how the addition of the above unregulated third-party fees to utility charges is not a violation of Minnesota's consumer fraud laws, specifically Minn. Stat. section 325F.69. (see, e.g., *Love v. Amsler*, 441 N.W.2d 555 [Minn. App.1989]). (among other violations, landlord water bill charges violated 325F.69). *Love v. Amsler* stands for the proposition that residential leases constitute a "sale of merchandise," such that landlords cannot violate the Minnesota Prevention of Consumer Fraud Act. The PCFA prohibits the use of fraud, false premises, misrepresentation, misleading statements or deceptive practice (with the intent that others rely thereon) in connection with the sale of merchandise. The case does not stand for the proposition that, when landlords charge fees to tenants, that is *per se* consumer fraud. The landlord in *Love* did not maintain accurate records of water usage or costs and required tenants to pay un-incurred water bills (in addition to other misconduct unrelated to utility bills). Obviously, the third-party biller would maintain accurate records and would not seek to charge tenants for electrical usage that is not theirs.
5. Please explain how utility payments by a tenant to a third-party re-biller will be deferred, suspended, reduced, or eliminated during the cold weather season – Minn. Stat. 216B.096. If a tenant misses a payment, REE and Sherman roll over the payment to the next billing cycle with no late fees. See also our response to II.B.5 regarding payment plans. At any time of the year, a landlord would not disconnect electricity or heat to a unit as that would likely result in damage to the building. Because REE's and Sherman's buildings are individually metered as opposed to submetered, Xcel would have to disconnect service to the unit. Under landlord-tenant law, landlords can evict for unpaid utilities if the lease so contemplates. As part of the CSG Standard Contract proposed modification, we proposed landlords must not bring a nonpayment eviction action solely based on unpaid electric service.
6. Please explain how tenant payment of utility-based add-on fees to a third-party re-biller will be deferred, suspended, reduced, or eliminated during the cold weather season. See response to III.B.1 above.
7. If utility charges or add-on fees are deferred, suspended, or reduced during the cold weather season, explain how such charges or fees will be collected from tenants once the cold weather season ends. Disregarding add-on fees for reasons stated above, utility charges are rolled over in the case of REE and Sherman. Upon move-out, the landlord may deduct the utility charges from the security deposit or utilize collection practices. Unpaid utility bills for a certain length of time could violate the lease if the lease defines it as a condition.
8. Please describe how budget billing plans, payment plans, and medically-based deferments or payment plans for utility charges will be accessed by tenants in the existing building subscription model – Minn. Stat. 216B.098. Landlords could offer payment plans and budget billing plans to tenants that mirror those offered in the statute but it is not required. The EAP Policy Manual could be updated to require energy vendors/third-party billers to offer the same to the extent it is not required already.

9. Please indicate whether re-billing add-on fees will be capped and incorporated into payment plans and deferments referenced in questions 5-8, above. [See response to III.B.1 above regarding add-on fees.](#)
10. Please provide legal authority supporting the practice of re-billing metered utility usage charges as rent, to a tenant. [In the case of REE and Sherman, utility charges have their own line item within the rent statement and are not charged as rent. Minn. Stat. ch. 504B does not preclude this practice. We are not aware of any caselaw that interprets chapter 504B as precluding this practice.](#)
11. Please provide legal authority supporting the practice of applying rent payments to re-billed metered utility charges and billing a tenant for the resulting "rent" shortfall. [In the case of REE and Sherman, rent payments are not applied to utility charges. If a tenant does not pay the full amount due, any monies received will apply to rent first. Again, to the extent landlords wish to spell out this practice in a lease, there is no landlord-tenant law that would prohibit this practice.](#)
12. Please explain and provide supporting legal authority for the proposition that the above co-billing of utility charges and rent -- and the co-mingling of payments for rent and for utility charges -- does not result in an open-ended and undefined rent-amount term in the lease. [REE and Sherman have utility bills as a separate line item in the rent statement. Landlords regularly bill tenants for rent and for utilities, and those utility amounts can vary from month to month \(for example, at properties that use RUBS programs\). So long as the practice is spelled out in the lease, it does not create an "open-ended and undefined rent-amount term."](#)
13. Please explain how a CSG tenant will receive the billing information for re-billed utility-related charges set forth at Minnesota Rule 7820.3500 (usage data, taxes, dates, fees and late fees, etc.). [Currently, the tenant receives the total amount due on the Xcel bill identifying meter read dates, consumption and total due. A detailed Xcel bill is currently available for review but further breakdown could be provided.](#)
14. Please explain how a building subscription model tenant will receive specific itemized billing information for third-party re-biller add-on fees like that set forth at Rule 7820.3500. [See response to III.B.1 above.](#)
15. Landlords are prohibited from non-emergency tenant utility service terminations -- or causing tenant non-emergency utility service terminations. Minn. Stat. 504B.221. If you do not agree that the building subscription model converts the regulated collection of utility billings into utility-based evictions beyond the PUC's oversight -- please explain why you disagree with that conclusion. [This question appears to ask whether a landlord who maintains a bill in its name can instruct a utility to turn off electricity to a unit. The short answer is no -- that action would violate Minn. Stat. § 504B.221 \(a\).](#)

16. If the billing and utility-based eviction consequences set forth above are considered to be true, at least in part – please explain how the existing building subscription model in practice comports with the utility consumer non-preference / non-disadvantage and non-discrimination provisions of Minn. Stat. 216B.07. In other words, doesn't the existing building subscription model -- in practice, and at least as relates to billing and the potential for utility-based evictions – unreasonably prejudice that group of tenants who are under the building subscription model? If you disagree, please explain your answer. [Tenants do not face a greater risk of eviction under the Building Subscription Model. The lease terms dictate under which conditions can trigger eviction. Landlords can pass on charges for utilities, including electric charges, regardless of whether the landlord is engaged in the Building Subscription Model. Under current law, the lease can define a violation as a tenant's failure to pay for utilities where the tenant has directly subscribed with a utility. Tenants can be evicted for failing to pay their Xcel bills or for receiving a shut-off notice, even if Xcel doesn't shut off the electricity due to nonpayment.](#)
17. Considering the testimony and evidence regarding BSM-subscriber experiences with utility-payment-related threats of eviction, loss of access to payment assistance programs, the addition of BSM-related fees to their Xcel Energy bill, the possible loss of consumer protections, and a BSM monthly solar energy credit that is often less than \$5 -- please explain in detail how the Building Subscription Model results in more benefit than harm to low income tenants, as alluded to in paragraph 6D, page 7, of the Commission's Order. [The Building Subscription Model provides more benefit than harm because tenants save money each month and live in a building contributing to increased solar power on the grid. Tenants receive a flat-rate discount on their electric bill every month because the building participates in a CSG. If a tenant would like to subscribe directly to a CSG offered by another CSG Operator, they can do so.](#)

[Xcel has been ordered by the Commission to modify its Low Income Energy Discount Rider to ensure that tenants can receive benefits, such as PowerOn, regardless of whether the building is participating in a CSG as an amenity to the tenants. Because more landlords have taken over individual accounts in recent years, modifying the Low Income Tariff would benefit many tenants. Allowing third-party billers to apply energy assistance benefits offered under this tariff would prevent the issues that resulted in financial harm to tenants due to missed energy assistance benefits during the transition to the CSG Building Subscription Model.](#)

[Prior to the transition to the Building Subscription Model, landlords sent letters notifying tenants of the change and asked tenants to come forward if they are in need of the energy assistance programs. Despite these efforts, a minority of tenants lost their Xcel benefits. If the Low Income Energy Discount Tariff is not modified to allow for third-party billing, moving forward, REE and Sherman will continue its current practice of placing the unit's meter back in the tenant's name so they can apply for benefits offered by Xcel.](#)

[In summary, during the transition to the Building Subscription Model, some tenants were harmed as a result of losing their energy assistance benefits offered by Xcel. These were isolated incidents and the conditions that led to these incidents are not repeatable because: \(1\) the transition is complete, \(2\) the Commission has ordered Xcel to modify its tariff to provide tenants access to these programs when a third-party biller is used, and \(3\) REE and Sherman are updating their policies to ensure every tenant understands their options to exit](#)

the Building Subscription Model and has access to the affordability programs available to them.

**Redline**

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

**LOW INCOME ENERGY DISCOUNT RIDER**

Section No. 5  
~~9th~~10th Revised Sheet No. 95

**DISCOUNT PROGRAM**

Eligible Senior and / or Disabled customers receive a \$15 discount in each monthly billing period. Customers must be certified annually by an authorized agency as receiving assistance from the Low Income Home Energy Assistance Program.

**PowerOn PROGRAM**

Eligible Seniors and / or Disabled, and Customers Under 62 Years of Age with no Disability.

A customer using more than 3% of their annual household income for electric use may be eligible for the Company's PowerOn affordability program. Customers must be certified annually by an authorized agency as receiving assistance from the Low Income Home Energy Assistance Program. The Company will offer customers with the lowest income, and a history of electric consumption that exceeds the residential average of ~~750~~300 kWh per month, an affordable monthly bill. For a customer to be eligible for a supplemental reduction in their electric bill, the customer must agree to affordable monthly payments.

**Medical Affordability PROGRAM**

Available to customers with certified medical circumstances and an income level up to 50 percent of the state median income guidelines. Availability will be extended to medically certified customers with income up to 60 percent of the state median income guidelines if funds are available. Availability is on a first-come/first-served basis until the budget is exhausted.

- Affordability Credit: Participating customers will receive an affordability credit limiting their bill to 3% of household income.
- Arrearage Credit: Participating customers will receive an arrearage credit. Receipt of the arrearage forgiveness credit will require a customer copayment that does not exceed 3% of the customer's annual income. The arrearage credit is designed to eliminate customer arrears over a period of 12 to 24 months.
- Customer Payment Requirements: Participating customers that miss two consecutive monthly payments will be removed from the program and subject to regular collection practices, including service disconnection.

**TERMS AND CONDITIONS OF SERVICE**

1. The company will review current billing information, approved LIHEAP benefits and household income to make payment arrangements with the customer. A mutually agreed to payment plan will be offered to the customer and a payment schedule provided.
2. Customer must maintain an active account registered under customer's name with the Company to be eligible for this discount Rider.
3. Customers receiving assistance from LIHEAP with electric service through one meter for domestic and non-domestic purposes jointly may be eligible for this Discount Rider subject to Company's verification and approval. The Company shall determine the kWh use that is for domestic purposes. This Discount Rider only applies to kWh use for domestic purposes.

(Continued on Sheet No. 5-96)

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**SOLAR\*REWARDS COMMUNITY PROGRAM  
(Continued)**

Section No. 9  
~~2nd~~3rd Revised Sheet No. 66.1

**TERMS AND CONDITIONS (Continued)**

k. Where the garden operator has begun the application process the following provisions apply:

(1) Prior to the Company processing the application, the garden operator must submit a program application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The program application fee is meant to cover the cost to the Company of processing the program application. This is in addition to the interconnection application fee and other interconnection fees or costs.

(2) Prior to the Company processing the application, the garden operator must submit a deposit of an amount equal to \$100/kW to the Company. This deposit may be submitted by check or wire transfer. The deposit will be eligible for release upon any of the following conditions: 1) full execution of the Interconnection Agreement, 2) garden operator withdrawal of Solar\*Rewards Community application in the online application system, or 3) Company cancellation of the application due to non-compliance with program or interconnection timelines or tariffs. For deposits held by the Company within thirty (30) days of receipt of the required deposit refund request paper work the Company shall return to the garden operator the deposit. When the deposit qualifies to be returned to the garden operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.

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

l. Notwithstanding any other law, neither the garden operator nor the subscribers to a garden facility shall be considered a utility solely as a result of their participation in the garden facility.

M. The decision whether to become or remain a Community Solar Garden subscriber is left entirely to an individual tenant. This decision shall not be subject to pressure or influence of any kind – direct or indirect – from a landlord or landlord agent. Beginning on [the first calendar day of the first month following the Commission order approving this tariff revision], Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is occupied by a residential tenant, and where the Landlord (as defined in the "Landlord as Subscriber" Addendum) is the named customer on the Company account, then the Subscription is subject to the "Landlord as Subscriber" Addendum. However, notwithstanding this, if the premise is part of a multi-unit single-meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the need for the Community Solar Garden being subject to the "Landlord as Subscriber" Addendum.

(Continued on Sheet No. 9-67)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
1st Revised~~Original~~ Sheet No. 74

C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Community Solar Garden Operator via the CSG Application System.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company. Consistent with this, in the event that any Subscription is not eligible because it violates the provisions on tariff sheet 9-76 (par. 6.D.), 9-66.1 (par. m), or violates any applicable provision of the "Landlord as Subscriber" Addendum (and such Subscription is then an "Ineligible Subscription"), and Bill Credits have been applied to the Ineligible Subscription, then for a period beginning on the first date of it being an Ineligible Subscription for the duration of it being an Ineligible Subscription the Company may recoup these funds and obtain payment solely from the Community Solar Garden Operator the difference between the Bill Credits provided to the Ineligible Subscription and the Unsubscribed Energy rate. Failure of the Community Solar Garden Operator to make this payment within thirty (30) days of demand shall be considered a breach of this contract.

2. House Power. The Company will sell House Power to the Community Solar Garden under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs. The Community Solar Garden Operator shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Community Solar Garden Operator shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal claim or right to the contrary. Because the Company must purchase from the Community Solar Garden all energy generated by the Community Solar Garden, the Community Solar Garden may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties' respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Community Solar Garden Operator's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Community Solar Garden Operator and the Company with respect to the arrangements for House Power.

(Continued on Sheet No. 9-75)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
~~3rd~~<sup>4th</sup> Revised Sheet No. 76

6. Community Solar Garden Requirements.

A. The Community Solar Garden Operator shall assure that each of the Community Solar Garden Statutory Requirements is met.

B. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (Attachment "A" to this Contract) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber.

C. Code Compliance. The Community Solar Garden Operator shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.

D. ~~Intentionally Omitted~~ The decision whether to become or remain a Community Solar Garden subscriber is left entirely to an individual tenant. This decision shall not be subject to pressure or influence of any kind – direct or indirect – from a landlord or landlord agent. Beginning on [the first calendar day of the first month following the Commission order approving this tariff revision], Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is occupied by a residential tenant, and where the Landlord (as defined in the "Landlord as Subscriber" Addendum) is the named customer on the Company account, then the Subscription is subject to the "Landlord as Subscriber" Addendum. However, notwithstanding this, if the premise is part of a multi-unit single-meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the need for the Community Solar Garden being subject to the "Landlord as Subscriber" Addendum.

E. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68 through 68.16, fully apply if the application that is the subject of this Agreement is not subject to the MN DIP. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68.17 through 68.21, fully apply if the application that is the subject of this Agreement is subject to the MN DIP.

(Continued on Sheet No. 9-76.1)

Date Filed:	<del>42-44-48</del> <sup>11-11-22</sup>	By: Christopher B. Clark	Effective Date:	<del>05-09-19</del>
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M- <del>48-744</del> <sup>13-867</sup>		Order Date:	<del>05-09-19</del>
	& E002/M-21-695			

**STANDARD CONTRACT FOR SOLAR\*REWARDS  
COMMUNITY (CONTINUED)**

Section No. 9  
Original Sheet No. 99.1

**"Landlord as Subscriber" Addendum**

This "Landlord as Subscriber" Addendum only applies where the premise associated with a Subscription is occupied by a residential tenant, and where the tenant is not the named customer on the Company account. However, notwithstanding this, if the premise is part of a multi-unit single-meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the Community Solar Garden being subject to this "Landlord as Subscriber" Addendum.

1. Landlord.

As used here, the term "Landlord" means an owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property that has multiple subscriptions associated with tenant premises.

2. Opt-In.

The "Opt-In" provisions apply to all Subscriptions entered into on or after [insert effective date] where the Landlord has a Subscription associated with a premise with its own meter occupied by a tenant, and for any pre-existing Subscription associated with a premise where a new tenant on or after [insert effective date] occupies the premise.

Where the Landlord seeks to have a new Subscription associated with a tenant occupied premise or seeks to continue a Subscription where there is a new tenant, the Landlord can only do so after the tenant has voluntarily signed the Opt-In Consent Form set forth in Attachment A to this Addendum. The signed Opt-In Consent Form must be made available to the Company from the Community Solar Garden Operator upon request.

3. Opt-Out.

In any situation where the Landlord has a Subscription associated with a tenant occupied premise that has its own meter, the Landlord and Community Solar Garden Operator must allow the tenant to Opt-Out of this arrangement at any time upon request. Where a tenant Opts-Out, the tenant shall not be charged any fee by the Landlord or the Community Solar Garden Operator for Opting out, nor any fee for the tenant to reinstate or become the named customer on the Company account.

4. Other Requirements.

- a. Landlord or Community Solar Garden Operator must provide each tenant whose premise is associated with a Subscription the Community Solar Garden Operator's Annual Report provided to the Company by the Garden Operator.
- b. Landlord must provide each tenant the total amount due, and the service provided and usage for electric service charges each month. Landlord must make available a copy of the Company's original billing statement upon request.
- c. By September 30 of each year, Landlord or Community Solar Garden Operator must provide each tenant information about the possible availability of energy assistance and budget billing by the Company that is available if the tenant were to be the named customer on the Company account.
- d. The Community Solar Garden Operator will provide a report to the Company by the 10th of each month certifying the tenants who have opted in and opted out during the previous calendar month. This report will include the Company account number for the building, the tenant's name, and the premise number associated with that tenant's unit.
- e. Disconnection. Landlord must not disconnect a tenant's unit from service by the Company for nonpayment of electric service charges.
- f. Additional Fees. The Landlord must not require a tenant to pay an additional fee charge for utility bill processing services, including a fee related to the transfer of the account number, unless explicitly permitted by law.
- g. Late Fees. For any unpaid electric service balance over \$10.00, Landlord may not charge a tenant any late payment charge over a 1.5% late payment fee or \$1.00, whichever is greater.

(Continued on Sheet No. 9-99.2)

Date Filed:	<u>11-11-22</u>	By: Christopher B. Clark	Effective Date:
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Docket No.	<u>E002/M-13-867 &amp; E002/M-21-695</u>		Order Date:

**STANDARD CONTRACT FOR SOLAR\*REWARDS  
COMMUNITY (CONTINUED)**

Section No. 9  
Original Sheet No. 99.2

- h. Eviction. Landlord must not bring a nonpayment eviction action solely based on unpaid electric service charges.
- i. Dispute Resolution. Landlord must have a dispute resolution process that meets the following standards: dispute resolution is at no cost to the tenant, dispute resolution must be completed within 30 days of submission, if the tenant does not agree with the resolution the tenant may pursue the issue with any or all of the following: Xcel Energy, the Minnesota Public Utilities Commission, Office of Attorney General, or other tribunal.
- j. Payment Agreements. Landlord must make available payment agreements to tenants in arrears or who are unable to pay their bill in full between October 1 through April 30. Payment agreements must consider a tenant's financial circumstances and any extenuating circumstances of the household, including tenants where a medical emergency exists or where medical equipment requiring electricity necessary to maintain life is in use.
- k. Underpayment. If a tenant provides partial payment of rent due, Landlord must apply payment to rent before applying payment to electricity charges.
- l. Landlord must make available payment agreements to tenants in arrears or who are unable to pay their bill in full during the Cold Weather Rule period (between October 1 through April 30). Payment agreements must consider a tenant's financial resources and any extenuating circumstances of the household but may be no more than 10% of the tenant household's income.
- m. Landlord must provide to each tenant protections set forth in Minn. Stat. §216B.098, Subds. 2, 3 (during the non-Cold Weather Rule period), and Subd. 5, and where this statute uses the term "utility" this term under this Addendum shall mean instead the Landlord.
- n. Tenant Disclosures.
1. Landlord must provide each tenant the Community Solar Garden Operator's Annual Report provided to the Company and each Subscriber.
  2. Landlord must provide each tenant the process to Opt-out of the Community Solar Garden associated with the meter serving the tenant's unit.
  3. Landlord must provide each tenant the total amount due and the service period and usage for electric service charges each month. Landlord must make available to the tenant without cost a copy of the Company's original billing statement upon request.
  4. By September 30 of each year, Landlord must provide each tenant information about the possible availability of energy assistance programs.
  5. By September 30 of each year, Landlord must provide each tenant information about budget billing plans and inform the Company if a tenant requests a budget billing plan.

5. Breach and Consequences.

- a. The Community Solar Garden Operator is responsible for any obligation of the Landlord specified in this Addendum.
- b. The Company has no obligation to assure compliance with the provisions of this Addendum. However, at any time the Company can request information or documents from the Community Solar Garden Operator to help inform the Company whether there has been compliance, or non-compliance, with these provisions. Failure of the Community Solar Garden Operator to timely provide reasonably requested information or documents shall create a presumption that the Subscription in question has been an Ineligible Subscription.

6. Changes to Addendum

The provisions in this Addendum may change over time. The Community Solar Garden Operator shall comply with the tariffed version of this Addendum, as the same may be revised from time to time, or as otherwise allowed by an amendment to this Contract approved, or deemed approved, by the Minnesota Public Utilities Commission. In the event of any conflict between the terms of this Addendum and the version in the Company's then-current electric tariff, the version in the Company's then-current tariff shall control.

(Continued on Sheet No. 9-99.3)

Date Filed: 11-11-22 By: Christopher B. Clark Effective Date:  
President, Northern States Power Company, a Minnesota corporation  
Docket No. E002/M-13-867 & Order Date:  
E002/M-21-695

**STANDARD CONTRACT FOR SOLAR\*REWARDS  
COMMUNITY (CONTINUED)**

Section No. 9  
Original Sheet No. 99.3

**Attachment "A" to "Landlord as Subscriber" Addendum**  
**Opt-In Form**

I consent to Opt-In so as to allow the Landlord for the Premise identified below to have a Community Garden Subscription be associated with this Premise. In doing so, I understand that I will no longer have an Xcel Energy account in my name for this Premise and I understand that I may be rebilled for electric charges through the property owner's billing agent or Landlord. I understand that closing my Xcel Energy account and agreeing to be rebilled for electric usage by the Landlord means I will no longer be eligible for any Xcel Energy Affordability Programs (PowerOn, Medical Assistance Program, Senior Low Income Discount) or will not have protection by the Minnesota Public Utilities Commission under laws governing payment plans, budget billing and payment plan offerings, including medically necessary equipment and Cold Weather Rule protections. If I am currently on a payment plan with Xcel Energy, then any outstanding amounts under that payment plan would be immediately due.

I understand I can later Opt-Out and revoke my consent for any reason, and in doing so I will not be charged any fee by the Landlord or the Community Solar Garden Operator for Opting-out, nor any fee to reinstate or become the named customer on the Xcel Energy account.

\_\_\_\_\_  
Name of Tenant:

\_\_\_\_\_  
Premise (Property Address, Unit #):

\_\_\_\_\_  
Phone #:

\_\_\_\_\_  
E-mail address:

\_\_\_\_\_  
Tenant Signature:

\_\_\_\_\_  
Date:

Date Filed: 11-11-22 By: Christopher B. Clark Effective Date:  
President, Northern States Power Company, a Minnesota corporation  
Docket No. E002/M-13-867 & Order Date:  
E002/M-21-695

**Clean**

**MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2**

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**LOW INCOME ENERGY DISCOUNT RIDER**

Section No. 5  
10th Revised Sheet No. 95

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**DISCOUNT PROGRAM**

Eligible Senior and / or Disabled customers receive a \$15 discount in each monthly billing period. Customers must be certified annually by an authorized agency as receiving assistance from the Low Income Home Energy Assistance Program.

**PowerOn PROGRAM**

Eligible Seniors and / or Disabled, and Customers Under 62 Years of Age with no Disability.

A customer using more than 3% of their annual household income for electric use may be eligible for the Company's PowerOn affordability program. Customers must be certified annually by an authorized agency as receiving assistance from the Low Income Home Energy Assistance Program. The Company will offer customers with the lowest income, and a history of electric consumption that exceeds the residential average of 300 kWh per month, an affordable monthly bill. For a customer to be eligible for a supplemental reduction in their electric bill, the customer must agree to affordable monthly payments.

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**Medical Affordability PROGRAM**

Available to customers with certified medical circumstances and an income level up to 50 percent of the state median income guidelines. Availability will be extended to medically certified customers with income up to 60 percent of the state median income guidelines if funds are available. Availability is on a first-come/first-served basis until the budget is exhausted.

- **Affordability Credit:** Participating customers will receive an affordability credit limiting their bill to 3% of household income.
- **Arrearage Credit:** Participating customers will receive an arrearage credit. Receipt of the arrearage forgiveness credit will require a customer copayment that does not exceed 3% of the customer's annual income. The arrearage credit is designed to eliminate customer arrears over a period of 12 to 24 months.
- **Customer Payment Requirements:** Participating customers that miss two consecutive monthly payments will be removed from the program and subject to regular collection practices, including service disconnection.

**TERMS AND CONDITIONS OF SERVICE**

1. The company will review current billing information, approved LIHEAP benefits and household income to make payment arrangements with the customer. A mutually agreed to payment plan will be offered to the customer and a payment schedule provided.
2. Customer must maintain an active account registered under customer's name with the Company to be eligible for this discount Rider.
3. Customers receiving assistance from LIHEAP with electric service through one meter for domestic and non-domestic purposes jointly may be eligible for this Discount Rider subject to Company's verification and approval. The Company shall determine the kWh use that is for domestic purposes. This Discount Rider only applies to kWh use for domestic purposes.

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(Continued on Sheet No. 5-96)

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Date Filed: 11-11-22

By: Christopher B. Clark

Effective Date:

President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-13-867 & E002/M-21-695

Order Date:

**SOLAR\*REWARDS COMMUNITY PROGRAM  
(Continued)**

Section No. 9  
3rd Revised Sheet No. 66.1

**TERMS AND CONDITIONS (Continued)**

k. Where the garden operator has begun the application process the following provisions apply:

(1) Prior to the Company processing the application, the garden operator must submit a program application fee of \$1,200 to the Company. This application fee may be by check or wire transfer. The program application fee is meant to cover the cost to the Company of processing the program application. This is in addition to the interconnection application fee and other interconnection fees or costs.

(2) Prior to the Company processing the application, the garden operator must submit a deposit of an amount equal to \$100/kW to the Company. This deposit may be submitted by check or wire transfer. The deposit will be eligible for release upon any of the following conditions: 1) full execution of the Interconnection Agreement, 2) garden operator withdrawal of Solar\*Rewards Community application in the online application system, or 3) Company cancellation of the application due to non-compliance with program or interconnection timelines or tariffs. For deposits held by the Company within thirty (30) days of receipt of the required deposit refund request paper work the Company shall return to the garden operator the deposit. When the deposit qualifies to be returned to the garden operator, it shall also include interest. Consistent with Minn. Stat. § 325E.02, the rate of interest will be set annually and will be equal to the weekly average yield of one-year United States Treasury securities adjusted for constant maturity for the last full week in November. The interest rate will be rounded to the nearest tenth of one percent. The rate of interest announced by the Commissioner of Commerce on or about December 15 of each year will be the rate of interest that will be paid on deposits returned during the subsequent calendar year.

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

l. Notwithstanding any other law, neither the garden operator nor the subscribers to a garden facility shall be considered a utility solely as a result of their participation in the garden facility.

m. The decision whether to become or remain a Community Solar Garden subscriber is left entirely to an individual tenant. This decision shall not be subject to pressure or influence of any kind – direct or indirect – from a landlord or landlord agent. Beginning on [the first calendar day of the first month following the Commission order approving this tariff revision], Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is occupied by a residential tenant, and where the Landlord (as defined in the “Landlord as Subscriber” Addendum) is the named customer on the Company account, then the Subscription is subject to the “Landlord as Subscriber” Addendum. However, notwithstanding this, if the premise is part of a multi-unit single-meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the need for the Community Solar Garden being subject to the “Landlord as Subscriber” Addendum.

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(Continued on Sheet No. 9-67)

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

Section No. 9  
1st Revised Sheet No. 74

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C. For the purchases by the Company, the Company shall apply a Bill Credit each billing period to each Subscriber's bill for retail electric service at the Bill Credit Rate based upon the Subscriber's allocation as set forth in the Monthly Subscription Information applicable to the preceding Production Month. The Production Month to which the Bill Credit is applicable shall not necessarily match the billing period for the retail electric service bill in which the Bill Credit is applied.

D. For purposes of applying the Bill Credit to each Subscriber's bill, the Company shall be entitled to rely exclusively on the Monthly Subscription Information as timely entered by the Community Solar Garden Operator via the CSG Application System.

E. The correction of any allocation of previously-applied Bill Credits among Subscribers or payments to the Community Solar Garden Operator for Unsubscribed Energy, pertaining to a particular month due to any inaccuracy reflected in such Monthly Subscription Information with regard to a Subscriber's Subscription in the PV System and the beneficial share of photovoltaic energy produced by the PV System, or the share of Unsubscribed Energy, shall be the full responsibility of the Community Solar Garden Operator, unless such inaccuracies are caused by the Company. Consistent with this, in the event that any Subscription is not eligible because it violates the provisions on tariff sheet 9-76 (par. 6.D.), 9-66.1 (par. m), or violates any applicable provision of the "Landlord as Subscriber" Addendum (and such Subscription is then an "Ineligible Subscription"), and Bill Credits have been applied to the Ineligible Subscription, then for a period beginning on the first date of it being an Ineligible Subscription for the duration of it being an Ineligible Subscription the Company may recoup these funds and obtain payment solely from the Community Solar Garden Operator the difference between the Bill Credits provided to the Ineligible Subscription and the Unsubscribed Energy rate. Failure of the Community Solar Garden Operator to make this payment within thirty (30) days of demand shall be considered a breach of this contract.

2. House Power. The Company will sell House Power to the Community Solar Garden under the rate schedule in force for the class of customer to which the Community Solar Garden Operator belongs. The Community Solar Garden Operator shall be solely responsible for arranging retail electric service exclusively from the Company in accordance with the Company's Electric Rate Book. The Community Solar Garden Operator shall obtain House Power solely through separately metered retail service and shall not obtain House Power through any other means, and waives any regulatory or other legal claim or right to the contrary. Because the Company must purchase from the Community Solar Garden all energy generated by the Community Solar Garden, the Community Solar Garden may not use the energy it generates to be consumed by it. It may not net-out or use energy it generates for House Power. The Parties acknowledge and agree that the performance of their respective obligations with respect to House Power shall be separate from this Contract and shall be interpreted independently of the Parties' respective obligations under this Contract. Notwithstanding any other provision in this Contract, nothing with respect to the arrangements for House Power shall alter or modify the Community Solar Garden Operator's or the Company's rights, duties and obligations under this Contract. This Contract shall not be construed to create any rights between the Community Solar Garden Operator and the Company with respect to the arrangements for House Power.

(Continued on Sheet No. 9-75)

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Date Filed:	11-11-22	By: Christopher B. Clark	Effective Date:
		President, Northern States Power Company, a Minnesota corporation	
Docket No.	E002/M-13-867 & E002/M-21-695		Order Date:

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**STANDARD CONTRACT FOR  
SOLAR\*REWARDS COMMUNITY (Continued)**

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Section No. 9  
4th Revised Sheet No. 76

6. Community Solar Garden Requirements.

A. The Community Solar Garden Operator shall assure that each of the Community Solar Garden Statutory Requirements is met.

B. For each Subscriber, there must be a completed and fully-executed Subscriber Agency Agreement and Consent Form (Attachment "A" to this Contract) which is delivered to the Company prior to the Date of Commercial Operation, or prior to adding each Subscriber.

C. Code Compliance. The Community Solar Garden Operator shall be responsible for ensuring that the PV System equipment installed at the Community Solar Garden meets all applicable codes, standards, and regulatory requirements at the time of installation and throughout its operation.

D. The decision whether to become or remain a Community Solar Garden subscriber is left entirely to an individual tenant. This decision shall not be subject to pressure or influence of any kind – direct or indirect – from a landlord or landlord agent. Beginning on [the first calendar day of the first month following the Commission order approving this tariff revision], Subscriber eligibility requirement shall also include that in the event the premise associated with a Subscription is occupied by a residential tenant, and where the Landlord (as defined in the "Landlord as Subscriber" Addendum) is the named customer on the Company account, then the Subscription is subject to the "Landlord as Subscriber" Addendum. However, notwithstanding this, if the premise is part of a multi-unit single-meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the need for the Community Solar Garden being subject to the "Landlord as Subscriber" Addendum.

E. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68 through 68.16, fully apply if the application that is the subject of this Agreement is not subject to the MN DIP. The ADDITIONAL TERMS AND CONDITIONS set forth in tariff Section 9, Sheet Nos. 68.17 through 68.21, fully apply if the application that is the subject of this Agreement is subject to the MN DIP.

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(Continued on Sheet No. 9-76.1)

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Date Filed:	11-11-22	By: Christopher B. Clark	Effective Date:
		President, Northern States Power Company, a Minnesota corporation	
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**STANDARD CONTRACT FOR SOLAR\*REWARDS  
COMMUNITY (CONTINUED)**

Section No. 9  
Original Sheet No. 99.1

**"Landlord as Subscriber" Addendum**

This "Landlord as Subscriber" Addendum only applies where the premise associated with a Subscription is occupied by a residential tenant, and where the tenant is not the named customer on the Company account. However, notwithstanding this, if the premise is part of a multi-unit single-meter building and if the landlord is the existing Company account holder, or if the building for the premise has a single meter for the whole building and if the landlord is the existing Company account holder, or if the Company account for the unit continuously since January 1, 2015 has been in the name of a landlord, or if the landlord pays the electric bill and does not pass the electrical bill costs to the tenant, then a landlord may have a Subscription in its name without the Community Solar Garden being subject to this "Landlord as Subscriber" Addendum.

1. Landlord.

As used here, the term "Landlord" means an owner of real property, a contract for deed vendee, receiver, executor, trustee, lessee, agent, or other person directly or indirectly in control of rental property that has multiple subscriptions associated with tenant premises.

2. Opt-In.

The "Opt-In" provisions apply to all Subscriptions entered into on or after [insert effective date] where the Landlord has a Subscription associated with a premise with its own meter occupied by a tenant, and for any pre-existing Subscription associated with a premise where a new tenant on or after [insert effective date] occupies the premise.

Where the Landlord seeks to have a new Subscription associated with a tenant occupied premise or seeks to continue a Subscription where there is a new tenant, the Landlord can only do so after the tenant has voluntarily signed the Opt-In Consent Form set forth in Attachment A to this Addendum. The signed Opt-In Consent Form must be made available to the Company from the Community Solar Garden Operator upon request.

3. Opt-Out.

In any situation where the Landlord has a Subscription associated with a tenant occupied premise that has its own meter, the Landlord and Community Solar Garden Operator must allow the tenant to Opt-Out of this arrangement at any time upon request. Where a tenant Opts-Out, the tenant shall not be charged any fee by the Landlord or the Community Solar Garden Operator for Opting out, nor any fee for the tenant to reinstate or become the named customer on the Company account.

4. Other Requirements.

- a. Landlord or Community Solar Garden Operator must provide each tenant whose premise is associated with a Subscription the Community Solar Garden Operator's Annual Report provided to the Company by the Garden Operator.
- b. Landlord must provide each tenant the total amount due, and the service provided and usage for electric service charges each month. Landlord must make available a copy of the Company's original billing statement upon request.
- c. By September 30 of each year, Landlord or Community Solar Garden Operator must provide each tenant information about the possible availability of energy assistance and budget billing by the Company that is available if the tenant were to be the named customer on the Company account.
- d. The Community Solar Garden Operator will provide a report to the Company by the 10th of each month certifying the tenants who have opted in and opted out during the previous calendar month. This report will include the Company account number for the building, the tenant's name, and the premise number associated with that tenant's unit.
- e. Disconnection. Landlord must not disconnect a tenant's unit from service by the Company for nonpayment of electric service charges.
- f. Additional Fees. The Landlord must not require a tenant to pay an additional fee charge for utility bill processing services, including a fee related to the transfer of the account number, unless explicitly permitted by law.
- g. Late Fees. For any unpaid electric service balance over \$10.00, Landlord may not charge a tenant any late payment charge over a 1.5% late payment fee or \$1,00, whichever is greater.

(Continued on Sheet No. 9-99.2)

Date Filed:	11-11-22	By: Christopher B. Clark	Effective Date:
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**STANDARD CONTRACT FOR SOLAR\*REWARDS  
COMMUNITY (CONTINUED)**

Section No. 9  
Original Sheet No. 99.2

- h. Eviction. Landlord must not bring a nonpayment eviction action solely based on unpaid electric service charges.
- i. Dispute Resolution. Landlord must have a dispute resolution process that meets the following standards: dispute resolution is at no cost to the tenant, dispute resolution must be completed within 30 days of submission, if the tenant does not agree with the resolution the tenant may pursue the issue with any or all of the following: Xcel Energy, the Minnesota Public Utilities Commission, Office of Attorney General, or other tribunal.
- j. Payment Agreements. Landlord must make available payment agreements to tenants in arrears or who are unable to pay their bill in full between October 1 through April 30. Payment agreements must consider a tenant's financial circumstances and any extenuating circumstances of the household, including tenants where a medical emergency exists or where medical equipment requiring electricity necessary to maintain life is in use.
- k. Underpayment. If a tenant provides partial payment of rent due, Landlord must apply payment to rent before applying payment to electricity charges.
- l. Landlord must make available payment agreements to tenants in arrears or who are unable to pay their bill in full during the Cold Weather Rule period (between October 1 through April 30). Payment agreements must consider a tenant's financial resources and any extenuating circumstances of the household but may be no more than 10% of the tenant household's income.
- m. Landlord must provide to each tenant protections set forth in Minn. Stat. §216B.098, Subds. 2, 3 (during the non-Cold Weather Rule period), and Subd. 5, and where this statute uses the term "utility" this term under this Addendum shall mean instead the Landlord.
- n. Tenant Disclosures.
1. Landlord must provide each tenant the Community Solar Garden Operator's Annual Report provided to the Company and each Subscriber.
  2. Landlord must provide each tenant the process to Opt-out of the Community Solar Garden associated with the meter serving the tenant's unit.
  3. Landlord must provide each tenant the total amount due and the service period and usage for electric service charges each month. Landlord must make available to the tenant without cost a copy of the Company's original billing statement upon request.
  4. By September 30 of each year, Landlord must provide each tenant information about the possible availability of energy assistance programs.
  5. By September 30 of each year, Landlord must provide each tenant information about budget billing plans and inform the Company if a tenant requests a budget billing plan.
5. Breach and Consequences.
- a. The Community Solar Garden Operator is responsible for any obligation of the Landlord specified in this Addendum.
  - b. The Company has no obligation to assure compliance with the provisions of this Addendum. However, at any time the Company can request information or documents from the Community Solar Garden Operator to help inform the Company whether there has been compliance, or non-compliance, with these provisions. Failure of the Community Solar Garden Operator to timely provide reasonably requested information or documents shall create a presumption that the Subscription in question has been an Ineligible Subscription.
6. Changes to Addendum

The provisions in this Addendum may change over time. The Community Solar Garden Operator shall comply with the tariffed version of this Addendum, as the same may be revised from time to time, or as otherwise allowed by an amendment to this Contract approved, or deemed approved, by the Minnesota Public Utilities Commission. In the event of any conflict between the terms of this Addendum and the version in the Company's then-current electric tariff, the version in the Company's then-current tariff shall control.

(Continued on Sheet No. 9-99.3)

Date Filed:	11-11-22	By: Christopher B. Clark	Effective Date:
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Docket No.	E002/M-13-867 & E002/M-21-695		Order Date:

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**STANDARD CONTRACT FOR SOLAR\*REWARDS  
COMMUNITY (CONTINUED)**

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Section No. 9  
Original Sheet No. 99.3

**Attachment "A" to "Landlord as Subscriber" Addendum  
Opt-In Form**

I consent to Opt-In so as to allow the Landlord for the Premise identified below to have a Community Garden Subscription be associated with this Premise. In doing so, I understand that I will no longer have an Xcel Energy account in my name for this Premise and I understand that I may be rebilled for electric charges through the property owner's billing agent or Landlord. I understand that closing my Xcel Energy account and agreeing to be rebilled for electric usage by the Landlord means I will no longer be eligible for any Xcel Energy Affordability Programs (PowerOn, Medical Assistance Program, Senior Low Income Discount) or will not have protection by the Minnesota Public Utilities Commission under laws governing payment plans, budget billing and payment plan offerings, including medically necessary equipment and Cold Weather Rule protections. If I am currently on a payment plan with Xcel Energy, then any outstanding amounts under that payment plan would be immediately due.

I understand I can later Opt-Out and revoke my consent for any reason, and in doing so I will not be charged any fee by the Landlord or the Community Solar Garden Operator for Opting-out, nor any fee to reinstate or become the named customer on the Xcel Energy account.

Name of Tenant: \_\_\_\_\_

Premise (Property Address, Unit #): \_\_\_\_\_

Phone #: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Tenant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATE OF SERVICE

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

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

or

xx electronic filing

**Docket Nos. E002/M-13-867 & E002/M-21-695**

Dated this 11th day of November 2022

/s/

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Joshua DePauw  
Regulatory Administrator

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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_21-695_21-695

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Generic Notice	Residential Utilities Division	residential.utilities@ag.state.mn.us	Office of the Attorney General-RUD	1400 BRM Tower 445 Minnesota St St. Paul, MN 551012131	Electronic Service	Yes	OFF_SL_21-695_21-695
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