

**STATE OF MINNESOTA
MINNESOTA PUBLIC UTILITIES COMMISSION**

In the Matter Xcel Energy's Tariff
Revisions Updating Community Solar
Garden Tariff Providing Additional
Customer Protections in Subscription
Eligibility

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

In the Matter of the Petition of Northern
States Power Company, D/B/A Xcel
Energy, for Approval of its Proposed
Community Solar Garden Program

**INITIAL COMMENTS OF TBR, LLC
AND SOLAR HOLDINGS LLC
REGARDING XCEL ENERGY'S
COMPLIANCE FILING**

I. INTRODUCTION

TBR, LLC (TBR) and Solar Holdings LLC (Solar Holdings) (collectively, the Community Solar Garden Operators or CSG Operators) submit these joint initial comments in response to the Minnesota Public Utilities Commission (Commission) Notice of Comment Period, issued November 22, 2022. On June 24, 2022, the Commission issued an order in the above-referenced dockets requiring Xcel Energy (Xcel) to convene stakeholder meetings and file tariff modifications within 120 days of the order. Xcel submitted its compliance filing on November 11, 2022, addressing Order Points 2, 4, and 6. The CSG Operators comments focus on Order Points 2 and 6 as addressed by Xcel in its compliance filing and the stakeholder process. Order Points 2 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.
- 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.

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 CSG Operators participated in all four stakeholder meetings. Given the scope of the issues, we are pleased that the parties came close to a final agreement regarding modifications to the Standard Contract for Solar*Rewards Community to accommodate landlords who offer access to community solar as a building amenity. Nevertheless, we are disappointed that the Joint Petitioners (Xcel, Energy Cents Coalition (ECC), Mid-Minnesota Legal Aid, and the Citizens Utility Board of Minnesota) are not willing, as ordered by the Commission, to propose tariff modifications to its Low Income Energy Discount Rider to accommodate third-party billing service providers.

As discussed in the CSG Operators' previous comments filed in this docket, landlords affiliated with the CSG Operators currently facilitate community solar garden (CSG) subscriptions

on the tenants' behalf. By using a third-party billing service provider, tenants receive a single bill for their electricity usage less a flat-rate discount based on the number of bedrooms (i.e., approximate square footage) to receive approximately ten percent of the solar production credits on an annual basis; the remaining solar credits are applied to CSG subscriptions.¹ Tenants do not pay any administrative fees. This simplified model helps reduce administrative costs and can easily accommodate tenant turnover. As discussed in the CSG Operators' Reply Comments, there are limited options available to tenants to subscribe to community solar.²

The Commission has previously made efforts to make community solar available to Xcel's underserved customers, including extending the residential adder, requiring data on the number of LIHEAP (i.e., the low-income home energy assistance program) recipients participating in the CSG program to be reported, and requiring Xcel to file an on bill payment proposal.³ The CSG Operators' model streamlines the CGS program to provide greater access to CSG participation consistent with the Commission's goals (note that the CSG Operators do not receive the residential adder). The CSG Operators currently provide access to community solar to LIHEAP recipients. Xcel's compliance with Order Point 2.B would allow the CSG Operators to offer low-income tenants who need energy assistance from Xcel (in addition to LIHEAP) access to CSG participation. These customers should not be excluded from CSG participation solely because they need energy assistance from Xcel's affordability programs.

The CSG Operators support a majority of the proposed modifications to the Community Solar Garden Program (Solar*Rewards Community) on tariff sheets 9-74, 9-76, and 9-99.1

¹ TBR and Solar Holdings Reply Comments at 2-3, 7 (Dec. 6, 2021).

² *Id.* at 4-5.

³ *In re the Petition of Northern States Power Company, d/b/a/ Xcel Energy, For Approval of its Proposed Community Solar Garden Program*, MPUC Docket No. E-002/M-13-867, Order Extending the Residential Adder and Requiring Additional Filings at 6-8 (Oct. 7, 2021).

through 99.3 as outlined in Attachment F of Xcel's compliance filing; however, some of the proposed modifications should be omitted or amended for reasons discussed in this comment.

II. COMMUNITY SOLAR GARDEN TARIFF MODIFICATIONS

The CSG Operators appreciate the constructive dialogue in this docket and stakeholder meetings. After serious consideration, the CSG Operators support an Opt-in/Opt-out approach.⁴ With this approach, tenants can opt in and opt out at any time just like any direct CSG subscriber. In this case, the landlord's model simplifies the CSG program for tenants and there is no risk to tenants because they can opt out for any reason at no cost. Unlike traditional subscriptions that often require upfront costs and have early termination fees and other requirements, tenants can opt in at no cost and automatically opt out upon moving out, if they did not opt out earlier.

In addition to four stakeholder meetings, the CSG Operators shared proposals with the stakeholder group via email between meetings. Prior to agreeing to an unrestricted opt-out provision, the CSG Operators proposed to add a Landlord Agreement and Consent Form to the Standard Contract for Solar*Rewards Community that lists terms and conditions applicable to landlords participating in a CSG on behalf of tenants, which was distributed to the stakeholder group on September 26. Because this agreement included a limited opt-out provision, certain consumer protections, such as payment agreements, were also included in the event tenants did not meet one of the conditions to opt out but were in need of additional assistance. This agreement also addressed late fees and other fees, eviction, dispute resolution, underpayment, and tenant disclosures. After additional dialogue with stakeholders, the CSG Operators proposed language regarding an unrestricted opt-out provision and later an affirmative opt-in provision at the request of the Joint Petitioners. At the final stakeholder meeting, the CSG Operators essentially agreed to

⁴ See Xcel Energy Compliance Filing at 2.

the Joint Petitioners’ Opt-in/Opt-out language but expressed serious concerns over the Joint Petitioners’ overreaching provisions distributed prior to the last stakeholder meeting, which mirror the provisions in Attachment F to Xcel’s compliance filing.

A. Tariff Sheets 9-66.1 and 9-76

The Joint Petitioners proposed modifying tariff sheets 9-66.1 and 9-76 by adding the following provision:

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.

Generally, the CSG Operators support this provision but suggest the following changes:

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 premises 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 premises 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 premises 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.

The CSG Operators recommend changing “‘Landlord as Subscriber’ Addendum” to “Landlord Addendum.” The term “Landlord as Subscriber” is misleading because tenants receive the subscription benefits under a simplified CSG offering facilitated by the landlord in which tenants are still responsible for paying for their CSG subscriptions and electricity bills. Additionally, under the latest proposal, tenants can opt in and opt out of participation at any time at no cost—offering more flexible terms to tenants than a typical CSG subscription.

The second sentence of this provision is unnecessary because signing a contract under undue influence or coercion is a matter of contract law and would put the Commission in the position to adjudicate contract disputes between a landlord and tenant. The same is true for the word “entirely” in the first sentence.

B. Opt-In Form (Tariff Sheet 99.3)

The CSG Operators support the Opt-In Form (tariff sheet 99.3) of the Landlord Addendum. It is the CSG Operators understanding that this Opt-In Form only applies to *new* tenants moving into a building associated with a CSG. If the Commission adopts this form on tariff sheet 99.3, the CSG Operators request that the Commission clarify in its order that this Opt-In Form does not apply to existing tenants with CSG subscriptions facilitated by the landlord. Section 2 of the Landlord Addendum contains a placeholder for the effective date for Xcel’s opt-in provisions.

C. “Landlord as Subscriber” Addendum (Tariff Sheets 99.1 and 99.2)

First, as discussed above, the CSG Operators request that the Commission delete “‘Landlord as Subscriber’ Addendum” and replace it with “Landlord Addendum” to avoid labeling the landlord as the subscriber in which the tenant opts in to a CSG subscription that the landlord

facilitates on behalf of the tenant. Second, many of the provisions proposed by the Joint Petitioners were originally proposed by the CSG Operators when tenants had limited ability to opt out of CSG participation. The purpose of the landlord obligations was to ensure tenants who did not meet one of the three opt-out conditions were guaranteed certain protections, such as the ability to enter into payment agreements and restrictions on evictions and fees. These landlord obligations go above and beyond what is required by landlords who use third-party billing service providers to administer utility billing for individually metered units who are not associated with a CSG.

Stakeholders have agreed to a nonrestrictive opt-out provision; therefore, most of the proposed landlord provisions are no longer necessary or are otherwise redundant. For example, if a tenant is in need of a payment plan, as described in the Landlord Addendum 4.j, 4.l, and 4.m, the tenant can opt out and become a direct customer of Xcel to obtain a payment agreement if the landlord does not offer payment agreements or the tenant prefers to work with Xcel. The same applies if a tenant would like a budget billing plan or is in need of other protections as referenced in the Landlord Addendum section 4.m. Required tenant disclosures can raise awareness of the consumer protections legally required to be offered by Xcel.

Other protections reflect current practice and current landlord-tenant law. Section 4.e of the Landlord Addendum prohibits the landlord from disconnecting a tenant's unit from service by Xcel for nonpayment of electric service charges. Minnesota Statutes sections 504B.221(a) and 504B.225 prohibit landlords from interrupting or terminating utilities for any reason. This statutory language offers more protection than the Landlord Addendum. The prohibition of disconnection also renders Xcel's proposed section 4.m redundant, which prohibits the landlord from disconnecting service to a residence where a medical emergency exists as referenced in Minn. Stat. § 216B.098, subd. 5. Landlords also have an economic incentive to continue service to every unit

to prevent potential damage to the unit. Although unnecessary, the CSG Operators do not oppose the provision prohibiting disconnection for nonpayment of electric service charges (i.e., section 4.e).

Section 4.i of the Landlord Addendum requires landlords to have a dispute resolution process; however, completion of the process within 30 days may not be reasonable to reach a resolution. If this provision is included, a 60-day period is more realistic in addition to clarifying language that the process is internal and not overseen by a mediator or arbitrator, which could take longer than 60 days.

The CSG Operators have agreed to 4.h. (i.e., landlord will not bring a nonpayment eviction solely based on unpaid electric service charges) and 4.k (i.e., landlord will apply payment to rent before applying payment to electricity charges in the event of underpayment) in the Landlord Addendum.

The CSG Operators support the tenant disclosures on tariff sheet 99.2 but strongly oppose placing obligations on the landlord that mirror the statutory obligations placed on Xcel. With clear tenant disclosures, tenants will have the information needed to make the decision to opt out of CSG participation to receive protections afforded to them by law as an Xcel customer of record, such as billing plans and payment agreements, if they are not provided by the landlord at the landlord's discretion. Because the tenant can opt in and opt out of CSG participation at will, landlords are taking a bigger financial risk by offering access to solar gardens as a building amenity. Landlords should not be subject to onerous requirements solely because they offer solar access to their tenants; other landlords who have taken over utility accounts have no such requirements. If the Commission considers adopting Xcel's "Landlord as Subscriber" Addendum (Attachment F of Xcel's compliance filing), the CSG Operators offer the attached revisions to

Xcel's addendum (Attachment A to this comment). Finally, if the Commission decides to include the onerous requirements opposed by the CSG Operators, compliance should not be determined by Xcel but by a neutral third party.

D. Corrections and Penalties (Tariff Sheet 74)

Stakeholders discussed the intent of the tariff modifications to section 1.E of the Standard Contract for Solar*Rewards Community (tariff sheet 74) at the fourth stakeholder meeting. The CSG Operators expressed concern that the language could be interpreted that any violation affecting a single tenant, including failure to comply with a required tenant disclosure such as failure to distribute energy assistance information to a single tenant by September 30, would make the entire subscription bundle for all participating tenants within the building ineligible. If a provision in the Landlord Addendum is violated, it should not invalidate subscriptions for all premises numbers (i.e., apartment units) but rather address the energy associated with the specific premises number at issue. Xcel agreed that a violation of the Landlord Addendum should not invalidate subscriptions for all premises associated with the property and the violation would be limited to the subscription associated with the specific premises number. To clarify mutual intent, the CSG Operators propose the following amendment to Xcel's proposed tariff modification on tariff sheet 74.

Consistent with this, in the event that any Subscription associated with a specific premises number 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 premises number of 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 premises number of 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 unless the

Community Solar Garden Operator disputes the violation within 30 days under section 12.

The CSG Operators also support amending Xcel's proposed tariff provision to suspend payment in the event CSG Operator disputes the alleged violation. Section 12 of the Standard Contract for Solar*Rewards Community (tariff sheet 83) provides a dispute resolution process where the matter may be referred to the Commission for final resolution. During the dispute resolution process, the CSG Operators should not be required to make a payment, especially if Xcel, in contrast to a neutral third party, determines whether a landlord is in noncompliance with any provision in the Landlord Addendum.

III. COMPLIANCE WITH ORDER POINT 2.B IS IN THE PUBLIC INTEREST

The CSG Operators oppose Xcel's request to reopen Order Point 2.B.⁵ The Commission determined that access to energy assistance programs should be a priority, and to the extent practicable, low-income utility customers should not be needlessly disqualified.⁶ The need for energy assistance should not be a barrier to access community solar. Currently, low-income tenants who are in need of Xcel's affordability programs must opt out of CSG participation offered by the landlord. Additionally, more landlords have taken over individual utility accounts in recent years; therefore, more tenants are shut out from accessing Xcel's affordability programs. These programs are intended to help low-income residents who are responsible for paying their electricity bills in Xcel's service territory. It should not matter whether the resident is a direct customer of Xcel or rebilled by a third-party billing service provider. To a low-income resident, all that matters is whether they can afford to pay their electric bill.

⁵ Xcel Energy Compliance Filing at 14-15.

⁶ Order Denying Petition, Addressing Low-Income Energy Assistance Programs, and Requiring Further Proceedings at 5 (Jun. 24, 2022).

The CSG Operators and JIT (d/b/a Sagiliti) provided joint responses to questions by the Joint Petitioners in an effort to reach a mutual solution during the stakeholder process. These responses were included in Attachment E of Xcel’s compliance filing. The CSG Operators also suggested modifications during the stakeholder process to Xcel’s Low Income Energy Discount Rider to allow customers with a premises number under an active household account (i.e., tenants of an apartment building) who are served by third-party billing service providers who are also LIHEAP vendors to be eligible for energy assistance, which is included as Attachment B to this comment.

Xcel raised the issue of who is the customer in the context of extending its affordability programs to tenants in buildings where property owners have taken over the Xcel accounts.⁷ Xcel claims that the tenant must be the customer of record to be eligible for its affordability programs.⁸ Not only is Xcel’s claim not explicit in the law, the law favors extending Xcel’s affordability programs to persons receiving LIHEAP benefits to help reduce their Xcel bills. By law, Xcel’s affordability programs “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”⁹ A customer who receives assistance from the federal low-income home energy assistance program is considered low-income.¹⁰ In this context, “low-income residential ratepayers” are defined as “ratepayers who receive energy assistance from the low-income home energy assistance program (LIHEAP).”¹¹ Under this definition, tenants receiving LIHEAP should

⁷ Xcel Energy Compliance Filing at 7.

⁸ *Id.* at 14.

⁹ Minn. Stat. § 216B.16, subd. 14.

¹⁰ *Id.*

¹¹ Minn. Stat. § 216B.16, subd. 15(a).

be considered low-income residential ratepayers regardless of whether they make payments directly to Xcel or to a third-party billing service provider.

The CSG Operators are disappointed that Xcel is not willing to work on a solution, as ordered by the Commission, to provide energy assistance to low-income residents who are responsible for paying their Xcel bill because Xcel does not consider them the customer of record. As discussed in the stakeholder process and Xcel's compliance filing, the issues regarding data sharing to allow for the continuation of benefits when an account is transferred to a landlord and the enrollment of new tenants who are not considered the customer of record are complex. The Joint Petitioners unfairly placed the onus on stakeholders to propose a solution when stakeholders lacked knowledge about how the affordability programs are currently being implemented by ECC and Xcel.¹² When stakeholders asked for more detail regarding the logistical hurdles to modify the tariff, the Joint Petitioners responded with a document featuring questions for stakeholders to address, which is included in Attachment C of Xcel's compliance filing (Attachment E contains the response from CSG Operators and Sagiliti).

Xcel expressed concern that its ability to comply with its reporting requirements would be compromised if it had to rely on data from a third party.¹³ Xcel already relies on information from third parties, such as ECC with whom it has a contractual relationship, to meet its reporting requirements.¹⁴ A contractual relationship could exist between the landlord's third-party billing service provider and Xcel for the purposes of data sharing and providing energy assistance to tenants without impinging on ECC's role that includes eligibility determination and enrollment verification. The Joint Petitioners made a predetermined decision not to comply with Order Point

¹² See Xcel Energy Compliance Filing at 8.

¹³ *Id.* at 16.

¹⁴ See *Northern States Power Company d/b/a Xcel Energy Electric Low Income Energy Discount Program*, MPUC Docket Nos. E002/M-04-1956 and E002/M-10-854, Xcel Energy's 2022 Annual Report (Dec. 1, 2022).

2.B prior to the stakeholder process that prevented stakeholders and the Joint Petitioners from reaching agreement on how to modify Xcel's tariff.

Xcel chose not to file a petition for rehearing, amendment, vacation, reconsideration, or reargument of Order Point 2.B within 20 days as provided by Minnesota Rule 7829.3000, subpart 1—presumably because Xcel did not have grounds required under subpart 2. Instead, Xcel is asking the Commission to reconsider its order via its compliance filing; thus, compromising due process. The CSG Operators request that the Commission reinforce Xcel's compliance with Order Point 2.B. Tariff modifications to accommodate third-party billing service providers would have a broader application beyond landlords offering community solar access to tenants by reaching more LIHEAP recipients. The CSG Operators are hesitant to support additional stakeholder meetings given Xcel's position. If the Commission believes further stakeholder input is necessary, the CSG Operators request that the Commission require Xcel use a neutral third party to facilitate any future stakeholder meetings on this topic, or preferably, use notice and comment procedures.

In an effort to reach more low-income tenants, the CSG Operators support Xcel's proposed modification to reduce the income eligibility threshold from 750 kWh consumption per month to 300 kWh in the Low Income Energy Discount Rider (Attachment F to Xcel's compliance filing).

In summary, low-income tenants should not have to choose between CSG participation and energy assistance. Low-income tenants are effectively excluded from participating in CSG programs outside of those offered by the landlord. They should not be excluded from Xcel's affordability programs as well. The CSG Operators recommend that the Commission deny Xcel's request to reopen Order Point 2.B.

IV. CONCLUSION

The CSG Operators appreciate the opportunity to comment on Xcel's compliance filing. The CSG Operators support an unrestricted opt-out provision to ensure certain consumer protections remain in place when the landlord uses a third-party billing service to administer CSG subscriptions and electric service charges on behalf of tenants. As currently proposed, this Opt-in/Opt-out subscription model facilitated by the landlord offers more flexibility and consumer protections than typical CSG subscriptions, which are out of reach for most tenants. A large portion of Xcel's customers are renters who are largely excluded from participating in community solar due to significantly higher costs incurred by developers to enroll renters compared to commercial customers.

The CSG Operators oppose the onerous requirements discussed in this comment because they are more punitive in nature by creating an unlevel playing field with landlords who have taken over utility accounts but do not offer community solar. Landlords should retain flexibility regarding what to offer tenants, such as payment agreements, regardless of whether community solar is offered to tenants. As previously discussed, current law prohibits a landlord from disconnecting utilities. The Opt-in/Opt-out approach allows tenants to access all consumer protections required from Xcel.

CSG Operators respectfully request that the Commission adopt the CSG Operators' modifications to Xcel's CSG tariff revisions on tariff sheets 9-74, 9-76, and 99.1-.3 in lieu of Xcel's proposal in Attachment F of its compliance filing. This includes deleting all references that refer to the landlord as the subscriber because it is the tenant who has the responsibility to pay for their CSG subscription and electric service charges in return for a discount on their utility bill due to CSG participation.

The CSG Operators respectfully request that the Commission deny Xcel's request to reopen Order Point 2.B. Instead, the CSG Operators request that the Commission order Xcel to comply with Order Point 2.B within a specified time period and use notice and comment procedures for public input. In the meantime, the CSG Operators support lowering the eligibility threshold as provided in tariff sheet 5-95 in Attachment F to Xcel's compliance filing.

Dated: December 21, 2022

Respectfully submitted,

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**ATTORNEY FOR TBR, LLC AND
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**Attachment A: CSG Operators' Amendments to the Landlord
Addendum
Docket Nos. E002/M-21-695 and E002/CI-13-867**

**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 day 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:
		President, Northern States Power Company, a Minnesota corporation	
Docket No.	<u>E002/M-13-867 &</u> <u>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 an internal dispute resolution process that meets the following standards: dispute resolution is at no cost to the tenant, dispute resolution must be completed within 360 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 offered by the Company 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.

Date Filed: 11-11-22

By: Christopher B. Clark

Effective Date:

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

President, Northern States Power Company, a Minnesota corporation

Order Date:

(Continued on Sheet No. 9-99.3)

**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:

Attachment B: CSG Operators' Draft Amendments to the Low
Income Energy Discount Rider Distributed to Stakeholders
Docket Nos. E002/M-21-695 and E002/CI-13-867

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

LOW INCOME ENERGY DISCOUNT RIDER

Section No. 5
9th 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.

D
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N
N

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 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.

N
N

Commented [IB1]: The 750 kWh threshold has not been updated to take into account energy efficiency enhancements and that most new apartments average less than 300 kWh, which puts the program out of reach for most apartment renters.

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.

N

- 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.

N

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 or maintain a premises number under an active household account that is served by a third-party billing service provider and LIHEAP vendor 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)

Date Filed: 08-24-17 By: Christopher B. Clark Effective Date: 01-01-18
President, Northern States Power Company, a Minnesota corporation

Docket No. E002/M-17-629 Order Date: 01-10-18

Northern States Power Company, a Minnesota corporation
Minneapolis, Minnesota 55401

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

LOW INCOME ENERGY DISCOUNT RIDER
(Continued)

Section No. 5
12th Revised Sheet No. 96

TERMS AND CONDITIONS OF SERVICE (Continued)

4. Qualified customers are only eligible to receive an energy discount under this Rider at one residential location at any one time and the discount only applies to a qualified customer's permanent primary residence. This Rider will not be available when, in the opinion of the Company, the customer's accommodation or occupancy is of temporary nature.
5. The discount shall be prospective and may not be applicable to past due bills or non-electric services.
6. An annual application and eligibility declaration is required for each request for service under this Rider. Without declaration of continuing eligibility, the discount ends in the September calendar month of each year.
7. It is the customer's responsibility to notify the Company if there is a change of address or eligibility status.
8. Discounts will be credited to the eligible customer bills one billing month after Company's receipt of notification of LIHEAP certification. The applicable discount under this Rider will be retroactive to the October billing month during that same LIHEAP fiscal year.
9. Refusal or failure of a customer or agencies to provide documentation of eligibility acceptable to the Company may result in removal from this Rider.
10. Customers may be rebilled for periods of ineligibility under the applicable rate schedule.
11. This Rider shall meet the conditions of Minnesota Statutes, Chapter 216B.16, Subd. 14 on low income discount rates.

PROGRAM SURCHARGE

Rider program costs shall be recovered in the following per month amounts, with the total surcharge as a separate line item on customer billing statements:

Service Category	Base	PowerOn	Medical Affordability	Total	
Residential	\$0.58	\$0.21	\$0.19	\$0.98	R
C&I Non-Demand	\$0.78	\$0.26	\$0.23	\$1.27	R
C&I Demand	\$2.34	\$0.66	\$0.60	\$3.60	R

Xcel Energy customers who receive LIHEAP assistance in the current LIHEAP year (October 1–September 30) and Lighting class service customers are exempt from paying the program surcharge.

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		President, Northern States Power Company, a Minnesota corporation		
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06-12-17