

Staff Briefing Papers

Meeting Date June 8, 2023

Agenda Item 3**

Company Northern States Power Company dba Xcel Energy-Electric

Docket No. **E-002/M-21-695**
E-002/M-13-867

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

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.

- Issues
1. Should the Commission approve Xcel Energy's November 11, 2022, compliance filing?
 2. Should the Commission modify Xcel Energy's Standard Contract for Solar*Rewards Community tariff?
 3. Should the Commission modify Xcel Energy's Solar*Rewards Community tariff?
 4. Should the Commission modify Xcel Energy's Low-Income Energy Discount Rider tariff?
 5. Should the Commission reopen Order Point 2B?

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The attached materials are work papers of the Commission Staff. They are intended for use by the Public Utilities Commission and are based upon information already in the record unless noted otherwise.



Relevant Documents

Date

Xcel Energy; Compliance Filing¹ – Third Party Billing	November 11, 2022
Minnesota Department of Commerce – Division of Energy Resources; Initial Comments	December 20, 2022
The Joint Solar Associations – Minnesota Solar Energy Industries Association (MnSEIA) and Coalition for Community Solar Access (CCSA); Initial Comments	December 21, 2022
Energy CENTS Coalition; Initial Comments	December 21, 2022
TBR, LLC and Solar Holdings LLC (CSG Operators); Initial Comments	December 21, 2022
Office of the Attorney General (OAG); Initial Comments	December 21, 2022
Citizens Utility Board of Minnesota (CUB); Initial Comments	December 21, 2022
Sagiliti (JIT); Initial Comments	December 21, 2022
Mid-Minnesota Legal Aid and Legal Services Advocacy Project; Initial Comments	December 21, 2022
City of Minneapolis; Reply Comments	January 18, 2023
The Joint Solar Associations – Minnesota Solar Energy Industries Association (MnSEIA) and Coalition for Community Solar Access (CCSA); Reply Comments	January 18, 2023
Xcel Energy; Reply Comments	January 18, 2023
TBR, LLC, Solar Holdings LLC, and Cooperative Energy Futures (CSG Operators and CEF); Reply Comments	January 18, 2023
Citizens Utility Board of Minnesota (CUB); Reply Comments	January 18, 2023
Minnesota Department of Commerce – Division of Energy Resources; Reply Comments	January 18, 2023
Minnesota Public Utilities Commission; Ex Parte Communication	April 17, 2023

¹ While Xcel clarified that the compliance filing was made on behalf of Xcel, it heavily referenced work done by the Joint Petitioners which collectively includes Xcel, Energy CENTS Coalition, Mid-Minnesota Legal Aid, and the Citizens Utility Board of Minnesota.

I. Statement of the Issues

1. Should the Commission reopen Order Point 2B?
2. Should the Commission approve Xcel Energy's November 11, 2022, compliance filing?
3. Should the Commission modify Xcel Energy's Standard Contract for Solar*Rewards Community tariff?
4. Should the Commission modify Xcel Energy's Solar*Rewards Community tariff?
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II. General Background

On September 23, 2021, Northern States Power Company d/b/a Xcel Energy (Xcel), the Energy CENTS Coalition, Mid-Minnesota Legal Aid, and the Citizens Utility Board of Minnesota (the Joint Petitioners) filed a petition to modify Xcel's tariffs in a way designed to protect low-income residential tenants in multi-unit buildings who subscribe to a Community Solar Garden.

The Commission's June 24, 2022, Order required Xcel to convene a stakeholder process, propose a tariff modification to expand the eligibility of the Company's energy affordability programs to re-billed low-income renters, as well as a few other requirements.

Stakeholders met four times from August 9, 2022 to October 26, 2022, to discuss a number of items required by the Commission.

On November 11, 2022, Xcel filed a compliance filing pursuant to the June 24, 2022, Order, which included recommendations regarding Order Point 2B and relevant tariff modifications (Compliance Filing).

On November 22, 2022, the PUC filed a Notice of Comment.

On December 20, 2022, the Department filed initial comments.

On December 21, 2022, the Joint Solar Associations (JSA), Energy CENTS Coalition (ECC), the CSG Operators, the OAG, CUB, Sagiliti (formally JIT), and Mid-Minnesota Legal Aid and Legal Services Advocacy Project filed initial comments.

On January 18, 2023, JSA, the Department, Xcel, CUB, the CSG Operators and Cooperative Energy Futures jointly, and the City of Minneapolis filed reply comments.

On April 17, 2023, the PUC filed Ex Parte Communication.

Staff notes that the Briefing Papers have been split into two major sections. The first is the argument whether Order Point 2B from the Commission Order should be reopened. The second section deals with the other tariff modifications that Xcel has proposed. How the Commission determines the first request, whether to reopen Order Point 2B will impact the subsequent decision options proposed by the Company and other parties.

The term Building Subscriber Model (BSM) is used throughout the record and briefing papers and is a practice that is at the heart of this docket. In essence, the BSM is a practice by building owners or landlords where they subscribe an entire building to a CSG, and the landlords then pass on some or all of the benefits of a CSG to the tenants. In the BSM, the tenants are not directly subscribed to a CSG. Likewise, in order for the model to work more economically, landlords subsume their tenants' bills. The landlord is the Xcel electricity customer, pays Xcel for the electricity consumed by their tenants, and then re-bills their tenants for the amount of energy used. Therefore, the tenants are not direct customers of Xcel Energy.

III. Background on Order Point 2B

Order Point 2B from the Commission's June 24, 2022 Order required Xcel to propose a modification to its tariffs for the PowerOn, Medical Affordability, Gas Affordability, and Low-Income Discount Program to allow low-income renters who are subject to third-party billing to access these programs.² As discussed in the following sections, Xcel conducted a stakeholder process that included discussion of Order Point 2B and requested that the Commission "amend and reopen its original Order Point 2B" in its November 11, 2022 Compliance Filing.³

A. Stakeholder Process

Order Point 6 of the Commission's June 24, 2022 Order tasked Xcel with convening a stakeholder process within 60 days of the Order to further discuss several issues, including:

- 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.

Xcel ultimately convened four stakeholder meetings from August 9, 2022, to October 26, 2022, and summarized the meetings in Attachment A of its November 11, 2022, compliance filing (Compliance Filing). Xcel states they discussed each of the items above, meeting the Order's

² The docket has referenced an Xcel affordability program titled "Gas Affordability Program - Electric Heat." Staff is unaware of a program like this. Customers who use their electric service to heat their homes are able to sign up for PowerOn. Staff believes that the Gas Affordability Program does not apply to this docket. The docket is centered on electricity service, not natural gas service, and GAP is only utilized by natural gas customers. Also, Xcel never submitted a revised gas tariff sheet, which was a requirement in Commission Order.

³ P. 4, Xcel, Compliance Filing, 11/11/22.

requirements. There was some progress and consensus made for some of these items, however several disagreements remained between the parties at the stakeholder process' conclusion.⁴

Some of that disagreement regarded Order Point 2B from the Commission's June 24, 2022, Order, which required Xcel to propose tariff modifications to expand eligibility of its energy affordability programs to re-billed low-income renters and are, therefore, an indirect customer of Xcel. Regarding Order Point 2B, Xcel began the first stakeholder meeting with the premise that it was not feasible for them to follow the order requirement and they instead offered an Opt-in/Opt-out provision instead.

During the stakeholder process, Xcel posed several questions to the stakeholders (Attachment C and D of their Compliance Filing) to identify the hurdles that must be crossed in order to make Order Point 2B possible. The CSG Operators and Sagiliti (JIT) jointly answered those questions, which are found in Attachment E of the Compliance Filing. However, the City of Minneapolis, the JSA, and the CSG Operators found that Xcel's framing of the discussion, that Order Point 2B is not feasible, placed all of the onus to find a viable solution on the stakeholders. JSA emphasized that the stakeholder process was supposed to enhance communication, but this was not achieved due to Xcel's initial framing of the discussions and steadfast stance on not changing positions.⁵

The Department stated that the process was conducted fairly and openly.⁶

B. Affected Affordability Programs and Consumer Protections

Below is a list of each affordability program and consumer protection that utility customers have a right to by Minnesota Statutes. By ordering compliance with Order Point 2B, the Commission is maintaining these protections and programs for re-billed customers.

LIHEAP

Minnesota's Energy Assistance Program (EAP) says that any household can participate in the Low Income Home Energy Assistance Program (LIHEAP) regardless of whether they are re-billed by a third party⁷ as long as they meet the income and household requirements.

PowerOn

PowerOn is available for households that have received LIHEAP assistance in the current heating season and agree to affordable monthly payments.⁸

PowerOn provides an affordability credit limiting a customer's bill to 3% of their household income and an arrearage credit that is designed to eliminate past due bills in 12-24 months. If a

⁴ P. 15, Xcel, Compliance Filing, 11/11/22

⁵ P. 5-6, Joint Solar Associations, Initial, 12.21.22

⁶ P. 1, The Department of Commerce, Initial, 12/21/22

⁷ The briefing papers refer to third-party billers as "re-billers." The term "third-party biller" could be confused as a designated person to help the customer pay their bill, i.e. an adult child helping an elderly parent.

⁸ Xcel Energy Minnesota Electric Rate Book, Low Income Energy Discount Rider, Section No. 5, 9th Revised Sheet No. 95. (https://www.xcelenergy.com/staticfiles/xcelresponsive/Company/Rates%20&%20Regulations/Me_Section_5.pdf)

customer misses two consecutive monthly payments, they will be removed from the program and are subject to disconnection.

Medical Affordability Program

The Medical Affordability Program is available to customers who have a medical emergency or have medical equipment requiring electricity necessary to sustain life in use and have an income at 50% of the State Median Income (SMI).^{9,10}

Similar to PowerOn, customers on the Medical Affordability program receive a monthly credit and a credit towards their past due balance for staying current on a levelized payment plan. The customer must complete and sign two forms:

- 1) the Medical Electric Affordability Program Application, which includes income information and is sent to ECC; and
- 2) the Medically Necessary Equipment and Emergency Certification Form, which is completed in conjunction with the customer's medical provider and is sent to the Company.

Discount Program

Under Minn. Stat. § 216B.16, utilities are required to provide a monthly \$15 discount to customers who receive LIHEAP assistance in the current heating season and are 62 years of age or older or disabled.¹¹

The Department identifies LIHEAP participants that are eligible for the Discount Program. The \$15 monthly discount is then automatically applied to the customer's bill.¹²

⁹ Minn. Stat. § 216B.098 Subd. 5 Medically necessary equipment.

(<https://www.revisor.mn.gov/statutes/cite/216B.098>)

¹⁰ In the 2022-2023 heating season, EAP increased the income threshold to 60% of the SMI.

¹¹ Minn. Stat. § 216B.16 RATE CHANGE; PROCEDURE; HEARING.

(<https://www.revisor.mn.gov/statutes/cite/216B.16>)

Subd. 14. Low-income electric rate discount. Low-income electric rate discount. 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.

¹² Xcel rate book, Low Income Energy Discount Rider, Section No. 5 – Rate Schedules, 9th Revised Sheet No. 95, p. 163 of 231. (https://www.xcelenergy.com/staticfiles/xcelresponsive/Company/Rates%20&%20Regulations/Me_Section_5.pdf)

Cold Weather Rule

Anytime between October 1st and April 30th, a customer with a household income at or below 50% of the state median income (SMI), or LIHEAP-eligible, will not be disconnected if the customer enters and does not default on a payment arrangement. A utility may not require a customer to pay more than 10% of its household income towards its bill.

In setting up a CWR payment arrangement, a household may be asked to provide income verification. Payment arrangements are generally based on the household's income and energy usage.

If an agreement cannot be reached between the utility and the customer, the customer has the right to appeal, in which case the Commission's Consumer Affairs Office (CAO) mediates between the two parties to set up a payment plan that the customer can afford to pay down their bills in a timely manner. The customer must submit a completed form to CAO that contains:

- Billing information from Xcel
- Payment arrangement that the Company offered the customer
- Income information from the customer
- Customer's preferred payment arrangement

Staff notes that Xcel does not disconnect its customers during the CWR season, however Xcel does continue sending disconnection notices and charging late fees.

Further, CAO has not seen a CWR appeal form in years. It is unknown whether Xcel customers are notified that a CWR appeal is available to them. If not, a customer would not have the opportunity to take advantage of the CWR appeal process with CAO.

Budget Billing

Minn. Stat. § 216B.098 requires utilities to offer budget billing plans.¹³ Based on a customer's previous usage, they will be placed on a payment plan with 11 equal monthly payments. The 12th month will reflect actual billing, and the customer will either be credited an overpayment or charged a remaining balance depending on the status of their account. At that time, a customer is automatically re-enrolled. A customer will be removed from the plan if they do not make a payment for two consecutive months.¹⁴

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.

¹³ Minn. Stat. § 216B.098 Subd. 2 Budget billing plans. (<https://www.revisor.mn.gov/statutes/cite/216B.098>)

¹⁴ Xcel Energy Rate Book, General Rules and Regulations, 3.5 Averaged Monthly Payment Plan, Section No. 6, 1st Revised Sheet No. 14.1. (https://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me_Section_6.pdf)

CAO and OAG's Complaint Processes

If a customer is unable to settle a dispute with Xcel, they have the right to contact either the Commission's Consumer Affairs Office (CAO) or the OAG's Consumer Action Division (CAD) for assistance.

IV. Xcel's Compliance Filing re: Order Point 2B

In the Company's Compliance Filing, Xcel requests that the Commission reopen and remove Order Point 2B (**Decision Option 3**), which states:

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

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.

Xcel claims that after working with the Joint Petitioners and participating in the stakeholder group they found that they "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."¹⁵ Xcel and the Joint Petitioners make several claims to support their position including the legal definition of a customer, data privacy, reporting, and transparency concerns, as well as doubts as to the practicality and cost-effectiveness of following the order. These claims are summarized in the following sections.

A. Definition of Customer

1. Xcel Energy

Order Point 2B was aimed at low-income tenants that do not have a direct customer relationship with Xcel and instead pay their utility bill to either their landlord or a re-billing entity, like Sagiliti, who then pays the Company for the electricity consumed and charges owed. According to the Company's interpretation of the definition of a customer, Xcel asserts that tenants under this scenario have an indirect relationship with the utility and are technically not eligible for the Company's energy assistance programs like PowerOn.

For reference, the language used in the PowerOn tariff reads as follows (emphasis added):

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 700 kWh per month, an affordable

¹⁵ P. 15, Xcel, Compliance Filing, 11/11/22

monthly bill. For a customer to be eligible for a supplemental reduction in their electric bill, the customer must agree to affordable monthly payments.

In Attachment C of the Compliance Filing, Xcel uses tariff language from MN Rule 7820.0700 which defines “Customer” as:¹⁶

“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.

Xcel then claims that tenants in the rebilling scenario found in this docket would not be considered customers under this definition.

2. JSA and Other Parties

The Joint Solar Associations, the CSG Operators, and Cooperative Energy Futures (CEF) disagree with Xcel’s interpretation of the definition of customer. JSA states they believe that low-income customers that are directly or indirectly getting service from Xcel are ratepayers and therefore deserve access to the affordability programs.¹⁷

JSA continues, claiming that Xcel is refusing to follow the Commission’s Order and direction from the May 5, 2022 agenda meeting. JSA quotes Commissioner Tuma from the agenda meeting where Xcel made a similar argument about the definition of a customer:

Mr. Harris [Xcel’s attorney], I just fundamentally disagree with you that a third-party customer is not a customer...I would hope that as we go forward Xcel recognizes and goes to the space where you have a meter and a ratepayer paying based on their consumption of electricity in a multi-unit residence and they just happen to assign a bill paying process to a third-party vendor like we have talked about today. ...That is clearly a ratepayer-utility relationship that we can regulate.¹⁸

Additionally, JSA and the City of Minneapolis claim that Xcel’s interpretation of the word ‘customer’ and its position to reopen Order Point 2B don’t have any legal support.¹⁹ JSA states that neither the affordability programs statutes, Minn. Stat. § 216B.16, subd. 14 and 15, nor any other statute or rule establishes or requires Xcel “to limit its applicability to only the customer that is directly paying Xcel’s bill.” Subd. 14 defines “low-income” as a customer who is receiving assistance from the federal low-income home energy assistance program (LIHEAP). Subd. 15 states:

The commission must consider ability to pay as a factor in setting utility rates and may establish affordability programs for low-income residential ratepayers in order to ensure affordable, reliable, and continuous service to low-income utility customers.

¹⁶ Pdf P. 53, Xcel, Compliance Filing, 11/11/22

¹⁷ P. 2, Joint Solar Associations, Initial, 12.21.22

¹⁸ P. 3, Joint Solar Associations, Initial, 12.21.22

¹⁹ P. 10, Joint Solar Associations, Initial, 12.21.22; P. 3, City of Minneapolis, Reply, 1/18/23

Minn. Stat. § 216B.16 subd. 15 then defines “low-income residential ratepayers” as “ratepayers who receive energy assistance from the low-income home energy assistance program (LIHEAP).” JSA, as well as the CSG Operators, conclude that “every person who is receiving federal low-income home energy assistance program should be considered a low-income ratepayer by Xcel regardless of whether the low-income ratepayer is directly paying its bill” and that the statute does not require the low-income ratepayer be directly responsible for the utility bill.²⁰

JSA quotes 216B.16 subd. 15 in that the low-income programs were to “be designed to target participating customers with the lowest incomes and the highest energy costs” and that it would not make sense for this definition to exclude renters under a rebilling scenario when low-income customers are more likely to rent in the first place. JSA and the CSG Operators and CEF state that if the legislature had wanted to limit eligibility to only direct “customers of record” then they would have done so.²¹ More to this point, the CSG Operators state that the practice of using a rebilling company like Sagiliti for their billing is becoming more common and would therefore be a greater issue going forward if Xcel’s interpretation and practice of excluding these types of tenants from their energy programs continues.²²

Lastly, both JSA and the CSG Operators and Cooperative Energy Futures contend that Xcel’s reference to Minn. R. 7820.0700 is not relevant, because that rule does not apply to the statute governing Xcel’s affordability programs.²³ However, those parties say that even if it did apply, the rule actually supports the idea that these types of tenants should be included. The rule states that “customer means any person ... being supplied with service by a utility.” JSA claims that these tenants are being supplied a service by Xcel and that the Commission agreed with this interpretation during the May 5, 2022, Agenda Meeting.

3. CUB Positions

In response to JSA and the CSG Operators, CUB believes that the underlying concerns with Order Point 2B, mainly the administrative and practical problems, will not be “alleviated solely by reading the definition of ‘customer’ broadly enough to include an end-user whose account is held in the name of a third party, and/or by amending Xcel’s tariffs to state that they allow low-income renters who are subject to third-party billing to access Xcel’s Affordability Programs.”²⁴

CUB adds that the bigger issue is that even if these tenants are seen as customers, the landlords or re-billers are not “utilities” subject to regulation under Minn. Stat. 216B.²⁵ The Joint Petitioners add to this by asking, if the assumption is that these tenants are eligible for the Company’s energy assistance programs, how will they comply with statutes including, but not necessarily limited to, 216B.029, 216B.091, 216B.096, 216B.0975, 216B.0976, 216B.098?²⁶ (See Attachment C.)

²⁰ P. 10, Joint Solar Associations, Initial, 12.21.22; P. 11, CSG Operators, Initial, 12/21/22

²¹ P. 11, Joint Solar Associations, Initial, 12.21.22

²² P. 10, CSG Operators, Initial, 12/21/22

²³ P. 8, CSG Operators and CEF, Reply 1/18/23; P. 10, Joint Solar Associations, Initial, 12.21.22

²⁴ P. 3, Citizens Utility Board of Minnesota, Initial, 12/21/22

²⁵ P. 3, Citizens Utility Board of Minnesota, Reply, 1/18/23

²⁶ Pdf P. 53, Xcel, Compliance Filing, 11/11/22

B. Protections, Data Sharing, and Transparency

1. Joint Petitioner Concerns

Throughout the record, the Joint Petitioners stress the argument that in following Order Point 2B, Xcel would be unable to oversee and follow several of the statutory requirements the utility has been tasked with meeting. Furthermore, the Joint Petitioners say these tenants would be vulnerable to losing consumer protections, because they would be reliant on landlords and re-billing entities to uphold those protections and Xcel and the PUC do not have jurisdiction or oversight over those groups.

Xcel states that one of the more serious problems with the Building Subscriber Model (BSM) is that it “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 the tenants are no longer Xcel customers, they lose the protections under Minnesota Statutes, Rules, and the Company’s tariffs.²⁷ Citing Minn. Stat. § 216B.096, Minn. Stat. § 216B.098, Minn. R. 7829.1500, and Minn. R. 7829.1600, the Company lists protections that the tenants would lose once they are no longer Xcel’s direct customers:

- Cold Weather Rule (CWR) protection
- A utility requirement to offer payment agreements that must consider a customer’s financial circumstances
- A utility requirement to offer budget payment plans
- A protection of continued service when a customer is experiencing a medical emergency or needs life-sustaining equipment
- Access to the Commission’s complaint handling and dispute resolution process

Both Xcel and CUB stress that there are several specific and practical questions that need to be answered regarding how these protections and reporting requirements will be met when Xcel and the PUC would not have vision or oversight once the landlords take over the utility account. For example, in Attachment E of Xcel’s Compliance Filing, Xcel lists that one of the requirements to be eligible for reduced electrical billing supplementation (tariff 5-95) is that customers must agree to affordable monthly payments but will be removed from the program if they miss two consecutive monthly payments. Xcel asks how they would be able to confirm that 1) the customer is on a payment plan, and 2) they are meeting those payment requirements, if they are not the entity directly billing the tenants.²⁸

Another specific question Xcel poses is how the Company will be able to comply with the requirement to offer a mutually agreeable payment plan. Or what happens if a tenant has a past-due Xcel Energy bill when the landlord takes over the account? Are the landlords responsible for that debt, and will they offer a payment plan? Xcel poses these questions and more to stress that they do not see how they can ensure they can meet these requirements once the billing is no longer in their control. Xcel states that under this scenario they would be completely reliant on the landlord/re-biller to oversee proper implementation of their statutory

²⁷ P. 17, Xcel, Compliance Filing, 11/11/22; P. 7, Mid-Minnesota Legal Aid, Initial, 12/21/22

²⁸ Pdf P. 66, Xcel, Compliance Filing, 11/11/22

requirements. Xcel continues, saying that the Commission has the ultimate regulatory authority over these funds, but the Commission will not have visibility into how these funds are dispersed if they go to an unregulated re-biller outside of the Commission's direct authority.²⁹

2. CSG Operators and Sagiliti

Sagiliti and the CSG Operators respond to these concerns with answers and potential solutions in Attachment E of Xcel's Compliance Filing. First, the CSG Operators and Sagiliti propose that many of Xcel's questions about oversight and transparency can be met through data sharing.³⁰ The parties state that most re-billers are generating invoices for tens of thousands of residential or commercial tenants and already "integrate their software with various resident management software programs to both receive occupancy data and payment and send billing data" and that "there is a lot of sophistication built into the processes and virtually all of [Xcel's process questions] can be addressed with properly and cooperatively developed file sharing structures."³¹ They offer that they can send monthly files that include payment data, move-in and move-out dates for all of the accounts tied to a premise number, as well as an occupancy report that would include the household number, name, apartment building and unit number, Xcel account number, and Xcel premise number. Regarding the reporting requirements for the Low-Income Discount Program, CSG Operators and Sagiliti claim that the data are currently available from the Xcel Energy Account/Premise Numbers and LIHEAP data and that this would not change.

In Attachment C, Xcel posed questions on how the tenants would access the budget billing plans, payment plans, and medically based deferments or payment plans for utility charges in the existing BSM. The CSG Operators and Sagiliti responded saying that they could offer these payment and budget plans that mirror Minn. Stat. § 216B.098 but that they were not obligated to do so. The parties offered instead that "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."³² Updating the EAP Policy Manual or the CSG standard contract was also their answer to Xcel question on if billing fees could be charged to tenants. The parties claim that under this scenario, Xcel wouldn't have to comply with the requirement, but a re-biller would.

Xcel also questions how the landlords and re-billers would handle past-due bills that the tenants owed the Company. The CSG Operators responded that if a tenant's account is closed with a balance Xcel can flag that account to ECC, and then through data sharing, ECC can be informed if that tenant will remain on energy assistance, at which point Sagiliti would administer the payment plan. Without data sharing, the CSG Operators and Sagiliti are not privy to outstanding balances.

C. Oversight and Voluntariness

The Joint Petitioners appreciate the CSG Operators and Sagiliti's willingness to share data with Xcel and ECC but don't believe this resolves the issue. First, Xcel states that even if the landlords

²⁹ P. 17, Xcel, Compliance Filing, 11/11/22

³⁰ P. 11, CSG Operators Initial, 12/21/22

³¹ Pdf P. 68, Xcel, Compliance Filing, 11/11/22

³² Pdf P. 74, Xcel, Compliance Filing, 11/11/22

and re-billers volunteer to share data, the Company “has no way to ensure [the] information is either timely or correct” and Xcel would therefore not be able to meet its statutory requirements.³³ Xcel claims that they would be completely dependent on the landlord/re-biller to notify them when program participants move, so they can discontinue the program and potentially retroactively remove credits from an account’s bill if that move-out date information isn’t timely.

Energy CENTS states that LIHEAP and these utility-specific affordability programs should not be conflated as the latter had its administrative, operational, and reporting processes specifically “developed and coordinated to ensure customer data privacy federal and state statutory compliance and regulatory policy compliance.”³⁴ They continue, saying that the inclusion of landlord or re-billers into the program delivery process for 121 tenants is not prudent or reasonable. Staff notes that the 121 tenants quoted here refers to the number of low-income tenants that receive LIHEAP and live in a building that practices the BSM. It does not refer to all of the tenants who receive LIHEAP/are eligible for LIHEAP and are in a re-billing situation.

CUB has strong reservations with the proposals offered by the CSG Operators and Sagiliti. CUB states that entrusting building owners and re-billers to voluntarily provide or help facilitate consumer protections that utilities are to provide dilutes the enforceability (and therefore the effectiveness) of those protections.³⁵ CUB continues, “Xcel would have no visibility into the application of these credits” and CUB believes the “Commission lacks the legal authority to audit a re-billing company should discrepancies arise.” CUB believes that amending the tariff would not address this oversight component but that it is essential that “the Commission retain oversight and authority of the use of these funds.” CUB also states that there would be significant administrative and practical hurdles to overcome in order to facilitate the data-sharing suggested in the record.

Additionally, CUB is unconvinced that even if the EAP Policy Manual was updated in the way the CSG Operators and Sagiliti suggest, it would not be as effective as the statutory requirements applicable to regulated utilities.³⁶

Finally, every party from the Joint Petitioners point out that even if the CSG Operators and Sagiliti work with them to facilitate Xcel’s energy assistance programs and overcome all of the practical and administrative hurdles, they do not represent all landlords and re-billing agencies. They are individual companies, and Sagiliti is somewhat unique in that they are eHeat-certified, whereas other re-billing companies are not. Therefore, much of the potential goodwill and voluntariness of the CSG Operators and Sagiliti can’t be extrapolated to the industry at large, which only stresses their lack of oversight and Commission jurisdiction component.³⁷ Joint Petitioners claim there is no recourse for a tenant with the Commission or any other governing entity in case of violation. Mid-Minnesota Legal Aid adds that “believing landlords could ‘voluntarily’ provide protections is both disingenuous and dangerous” and that these specific

³³ P. 16, Xcel, Compliance Filing, 11/11/22

³⁴ P. 5, ECC, Initial, 12/21/22

³⁵ P. 7, Citizens Utility Board of Minnesota, Initial, 12/21/22

³⁶ P. 4, Citizens Utility Board of Minnesota, Initial, 12/21/22

³⁷ P. 4, Citizens Utility Board of Minnesota, Initial, 12/21/22; P. 7, Mid-Minnesota Legal Aid, Initial, 12/21/22

landlords can't control other landlords or their future actions.³⁸

In response, the CSG Operators claim that "Xcel already relies on information from third parties, such as ECC with whom it has a contractual relationship, to meet its reporting requirements."³⁹ The CSG Operators state a contractual relationship between a re-biller and Xcel could exist for data sharing purposes and providing energy assistance "without impinging on ECC's role that includes eligibility determination and enrollment verification." JSA claims that Xcel is able to establish a payment plan with tenants in a re-billing situation if they reached out to those tenants and that the plan can be implemented through the landlord.⁴⁰

D. Cost-Effectiveness/Practicality

1. Party Concerns

Throughout the record, the Joint Petitioners posit that the implementation of Order Point 2B would not be practical or cost-effective. Xcel claims that their affordability payment calculation is manually calculated and communicated because their "billing system cannot automatically replace the actual amount due with an affordability program payment amount."⁴¹ Xcel notes that their billing system is limited and doesn't currently have the capability to post the customer levelized affordable monthly payments and relies on ECC to do so currently. The Company states it is undertaking a review process for a new billing system.⁴²

Xcel questions whether it would be cost-effective to go through what they believe would be a difficult and lengthy process to accommodate the approximately 120 tenants that Sagiliti states are residing in a building participating in the CSG program.⁴³ The Company states PowerOn serves around 18,000 customers each year and so believes it would be a simpler process to give the tenant the right to choose to remain an Xcel Energy customer or to remain eligible for PowerOn.

The OAG agrees with Xcel regarding modification of the PowerOn program and is "no longer persuaded that the benefits of doing so would justify the costs."⁴⁴ The OAG continues, stating that the CSG statutes do not "require the Commission to prioritize the creation, financing, and accessibility of solar gardens above all other goals. Nor does it require the Commission to modify unrelated programs, such as PowerOn, to accommodate landlords' or solar-garden operators' business models." The OAG believes Xcel's other proposals resolve the issues in this docket. The Department agrees with these sentiments and also requests that the Commission clarify the scope of its decision.⁴⁵ The Department states that "whatever the Commission's decision is, it should make clear that it is only ruling on Xcel's proposal, which applies only to landlords who choose to voluntarily subscribe to Xcel's CSG program." The Department recognizes the benefit of expanding eligibility to programs like PowerOn but believes that it

³⁸ P. 8, Mid-Minnesota Legal Aid, Initial, 12/21/22

³⁹ P. 12, CSG Operators Initial, 12/21/22

⁴⁰ P. 15, Joint Solar Associations, Initial, 12.21.22

⁴¹ P. 14, Xcel, Compliance Filing, 11/11/22

⁴² P. 11, Xcel, Reply, 1/18/23

⁴³ P. 18, Xcel, Compliance Filing, 11/11/22

⁴⁴ P. 5, OAG, Initial, 12/21/22

⁴⁵ P. 4, The Department of Commerce, Initial, 12/21/22

may be out of the PUC's jurisdiction and can only be resolved by legislation.

CUB states that they understand the benefits of CSG and in the goals the BSM is trying to achieve, but they believe the benefits of the BSM “do not outweigh the concerns we, and others, have raised in this docket unless and until renters retain meaningful choice as to whether to participate in that model.”⁴⁶ Additionally, CUB states that tenants receiving utility-specific program assistance are still able to participate in CSGs if they do so as individuals. In this case, they are only limited in the Building Subscription Model.

2. CSG Operators, CEF, and JSA Response

In response, the CSG Operators and CEF state that the framing by Xcel and the Department that this docket is relevant to only 120 tenants is false as the outcome of this docket would affect all tenants that currently rent in a re-billing situation, not just those that participate in the CSG program. They continue, saying that this is not an uncommon practice among landlords and that there is growing interest among landlords to begin this practice for tenant convenience and where there is high tenant turnover rates or subleasing.⁴⁷ Additionally, they state that excluding a group of low-income tenants as not significant enough to justify necessary billing challenges is poor public policy. The CSG Operators and CEF claim this reflects “an unwillingness to resolve the root of the problem and conflates the impacts of landlord rebilling with landlord participation in community solar” as “landlords may choose to rebill for utility service for reasons other than community solar.”⁴⁸ They state that the Commission ordering Order Point 2B shows that the Commission recognized this issue and meant to expand eligibility to all re-billed tenants, not just those involved in a CSG program.

Regarding Xcel's claim that their billing system compliance with Order Point 2B would be costly and impractical, the JSA states that this is not backed up by any evidence or information technology (IT) staff testimony, and that it seems unreasonable for a Fortune 500 company that spends ratepayer money to have a computer system that is as unsophisticated as the Company claims.⁴⁹ JSA adds that it is surprised that other parties like the OAG appear to accept Xcel's claim as fact despite the lack of evidence provided in the record and that it was reason enough to not comply with the Commission's Order. JSA claims that the Joint Petitioners put too much of the onus on other stakeholders to come up with solutions when they felt that the Joint Petitioners were opaque about Xcel's stated issues.

JSA states that if the billing system is antiquated, the Commission should require Xcel to substantiate this claim regarding the difficulty and cost of making the necessary changes and that it should be accompanied with testimony from an IT professional. If the inadequacy of the system is substantiated, JSA states the Commission can consider whether Xcel has been prudent with ratepayer money if the billing system cannot comply with Commission Orders or be able to adapt in ways that benefit ratepayers.⁵⁰ Lastly, JSA states that compliance with Commission Orders and Minnesota Law should not be “subjugated to the convenience of the

⁴⁶ P. 3, Citizens Utility Board of Minnesota, Initial, 12/21/22

⁴⁷ P. 9, CSG Operators and CEF, Reply 1/18/23

⁴⁸ P. 6, CSG Operators and CEF, Reply 1/18/23

⁴⁹ P. 2, Joint Solar Associations, Reply, 1/18/23

⁵⁰ P. 4, Joint Solar Associations, Reply, 1/18/23



utilities who are bound to comply with both of these authorities, especially in situations where the utility created the situation.”⁵¹

E. Requirements for a Reconsideration

JSA, CSG Operators, CEF, and the City of Minneapolis claim that Xcel violated Minnesota Rule 7829.3000 which states:⁵²

A party or a person aggrieved and directly affected by a commission decision or order may file a petition for rehearing, amendment, vacation, reconsideration, or reargument within 20 days of the date the decision or order is served by the executive secretary.

These parties claim that Xcel improperly requested to reopen Order Point 2B by making the request in a Compliance Filing rather than a Reconsideration and that they were also untimely in this request.

In response, Xcel cites Minn. Stat. §216B.25 which states:

The Commission may at any time, on its own motion or upon motion of an interested party, and upon notice to the public utility and after opportunity to be heard, rescind, alter, or amend any order fixing rates, tolls, charges, or schedules, or any other order made by the commission, and may reopen any case following the issuance of an order therein, for the taking of further evidence or for any other reason. Any order rescinding, altering, amending, or reopening a prior order shall have the same effect as an original order.

Xcel states that Rule 7829.3000 is in regard to a rehearing, not a request to reopen an order, and that Minn. Stat. §216B.25 allows them to make a motion to reopen a Commission Order at any time.⁵³

V. Order Point 2B Staff Analysis

Maintaining Order Point 2B incurs a potential predicament: tenants being granted access to affordability programs but at the expense of those tenants possibly losing guaranteed and statutorily required consumer protections. If customer protections (like CWR, payment agreements that consider a household’s financial circumstances, budget payment plans, medical needs, and CAO’s complaint process) are not able to be ensured for tenants as the Joint Petitioners claim, it begs the question as to the cost-benefit of allowing tenants to access the programs in the first place. Tenants would receive the benefits of affordability programs but may miss out on these other customer protections if re-billers and landlords are left to provide them. The tenants that the Order claims to benefit may inadvertently cause harm them by

⁵¹ P. 5, Joint Solar Associations, Reply, 1/18/23

⁵² P. 16, Joint Solar Associations, Initial, 12.21.22; P. 10, CSG Operators and CEF, Reply 1/18/23; P. 2, City of Minneapolis, Reply, 1/18/23

⁵³ P. 8, Xcel, Reply, 1/18/23

risking consumer protections through reliance on landlords and re-billing companies. The CSG Operators and other parties believe the issues can be resolved through data sharing and contractual requirements and potentially modifying the EAP Policy Handbook.

A. Summary of Party Positions on Order Point 2B

Regarding Order Point 2B, the parties participating in the docket seemingly fall into two camps with some nuances:

Table 1: Parties

Reopening 2B	Maintaining 2B
Xcel Energy	Joint Solar Associations – MnSEIA and CCSA
Department of Commerce	TBR and Solar Holdings
Energy CENTS Coalition	CSG Operators
Office of the Attorney General	Sagiliti
CUB	City of Minneapolis
Legal Aid and Legal Services Advocacy Project	Cooperative Energy Futures

B. Framing and Applicability

Staff notes that the parties have very different ideas regarding the size and scope of this docket and the Commission’s June 24, 2022 Order.

The parties that make up the Joint Petitioners claim that Order Point 2B is aimed specifically at tenants that are both in a re-billing situation with their landlord and the landlord is subscribed to a CSG – i.e. practicing the BSM. As far as the record shows, this includes the CSG Operators’ buildings that are serviced by Sagiliti. The number of low-income tenants that meet these criteria amount to around 120 in number. The Joint Petitioners and parties like the OAG are using this scope of around 120 tenants when referring to this as an expensive process that isn’t worth it due to the small number of ratepayers it would benefit.

Conversely, the CSG Operators, JSA, the City of Minneapolis, and CEF view the scope of the original order as including all re-billed tenants in Xcel’s territory whether the premises that tenants reside in participates in the CSG program or not. It is unknown how many re-billed tenants use Xcel Energy’s service, nor how many landlords re-bill their tenants for utility service, nor how many units are in those buildings. Of the 3rd-party vendors the Department’s Energy Assistance Program (EAP) is aware of, there were 1,420 LIHEAP applications submitted and 758 applications approved in the current 2022-23 program year.⁵⁴ Therefore, we know that at least 758 customers are affected by Order Point 2B, not just the 120+ Sagiliti-billed CSG tenants.⁵⁵ Staff predicts that there could be significantly more re-billed tenants that qualify for affordability programs in Xcel’s service territory.

Staff agrees with the latter framing, that the Order intended to include all tenants in a re-billing situation, not just those that coincided with a building that participated in the CSG program.

⁵⁴ 21-695 PUC Ex Parte Communication, 4/17/23.

⁵⁵ Three of the approved apps are for water systems.

The June 24, 2022, Commission Order stated on page five that “the Commission is persuaded that at least one appropriate strategy for managing the problems identified in this docket is to ensure that, to the greatest extent practicable, low-income utility customers are not needlessly disqualified from energy assistance programs by the need to be a customer of record.” This statement, in conjunction with the explicit language of Order Point 2B, which does not specify participation in a CSG as a prerequisite to be extended eligibility to the energy assistance programs, convinces Staff that the Commission intended to include all otherwise-qualified tenants regardless of whether they are a direct customer of Xcel’s or not.

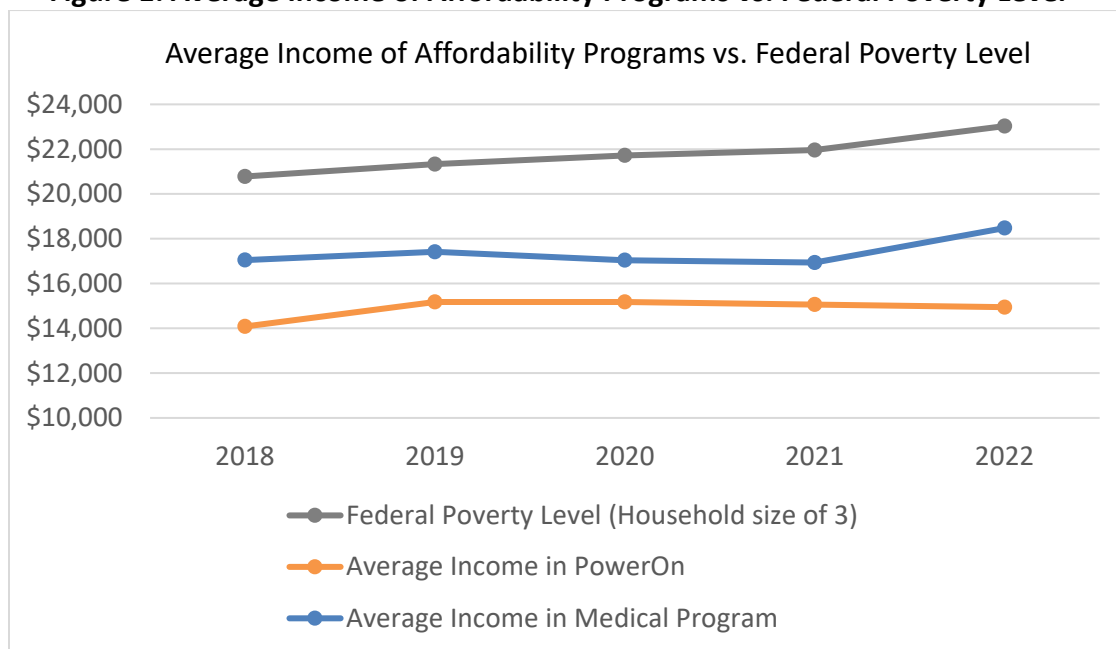
One of the key goals of this docket, both the last time this item was heard and currently, was to ensure tenants did not lose access to Xcel’s energy assistance programs. In the previous proceeding, the Joint Petitioners identified situations where tenants were losing access to these programs, because their landlords took over their Xcel Energy accounts in order to participate in the CSG program. The Joint Petitioners’ solution to the harm they saw was to disqualify landlords from participating in CSG. However, the Commission correctly identified that this was not a CSG issue, that even if landlords were unable to participate in CSG the issues in the docket would persist. That is because the landlords could still decide to take over their tenants’ utility accounts, as they are legally allowed to do, because they prefer to run their rental business under a re-billing program. In this case, those would-be eligible tenants are still not able to gain access to Xcel’s assistance programs, because they are not direct customers. Reflecting this identification, the Commission denied the Joint Petitioners’ request and instead made Order Point 2B to address what they believed to be the root of the problem, ensuring access to these energy assistance programs regardless of the tenants’ billing setup with a re-billing party.

C. Benefits of Order Point 2B

Requiring Xcel to follow Order Point 2B would provide assistance to a greater number of low-income households that had previously been ineligible, not due to any income or need requirements but due to the nature of their utility billing arrangement. These households would then be able to utilize affordability programs that decrease their bills, which provides benefits for both the customer and the Company. Participating in these programs increases the chance that customers can pay their bills in full and on time, decrease their arrears, and ultimately allows them to divert funds elsewhere that would have otherwise been spent on utility bills.

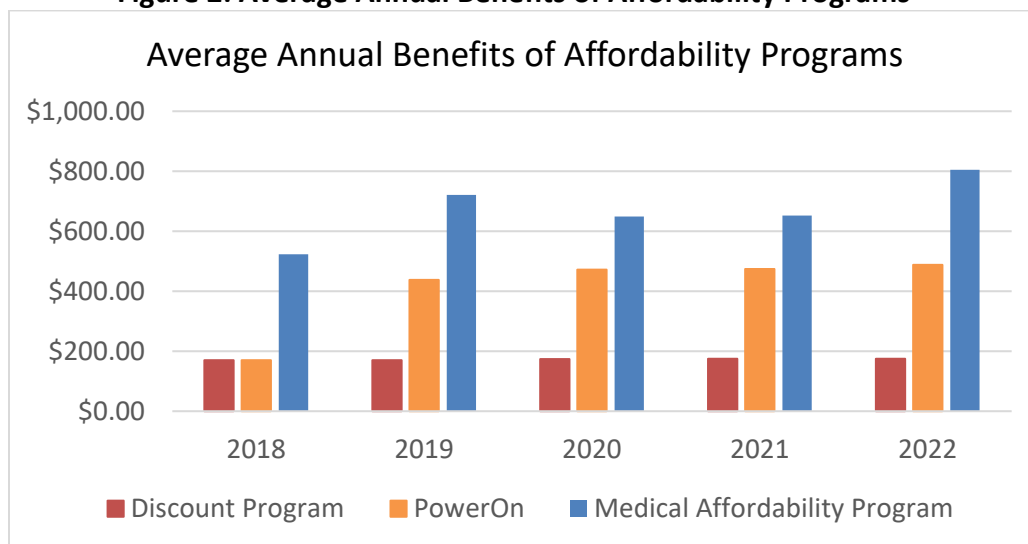
The below figure shows the average income of households that participate in PowerOn and the Medical Affordability Program in comparison to the Federal Poverty Line. The fact that the average income of PowerOn and Medical Program households are below the Federal Poverty Line highlights the importance of Xcel’s affordability programs.

Figure 1: Average Income of Affordability Programs vs. Federal Poverty Level⁵⁶



The below figure displays the average annual benefits of Xcel’s Discount Program, PowerOn, and the Medical Affordability Program. The Medical Affordability Program provides a significant benefit to enrolled customers, and these individuals could be particularly at-risk due to their health needs. Note that customers 62 years of age or older and customers with disabilities can receive both the Discount Program benefit as well as the benefits of another program.

Figure 2: Average Annual Benefits of Affordability Programs⁵⁷



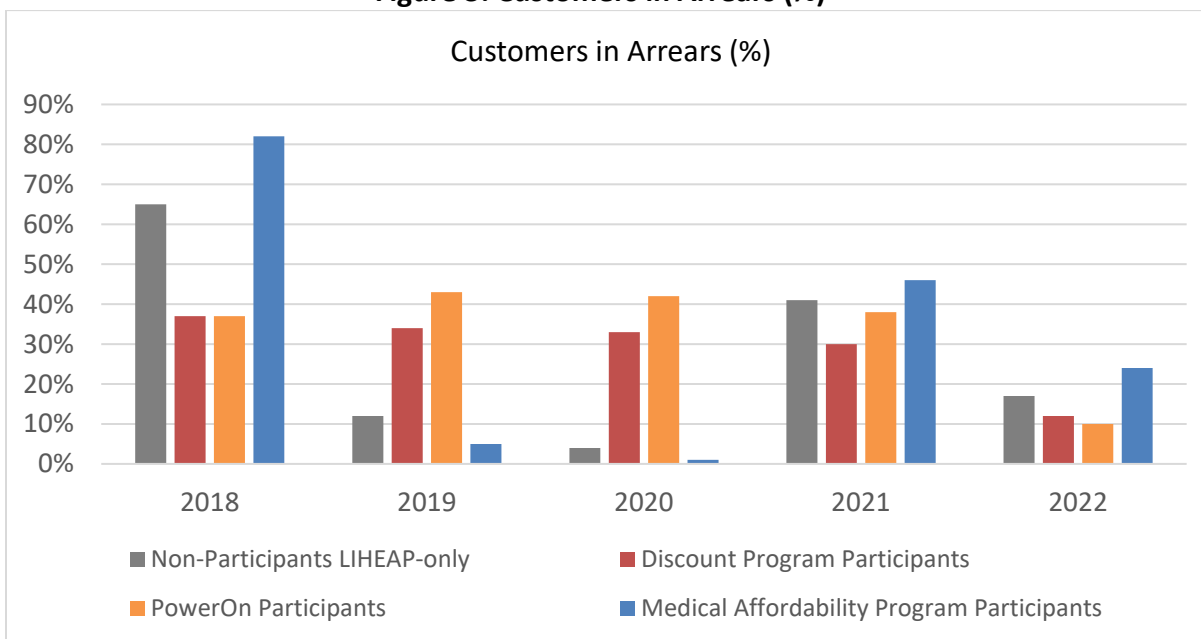
The below figure displays the percentage of customers in arrears for the Discount Program, PowerOn, and the Medical Affordability Program compared to LIHEAP-only customers that do not participate in any utility affordability programs. Since 2018, there has been a decrease in

⁵⁶ 04-1956 2018-2022 annual reports.

⁵⁷ See Docket No. E002/M-04-1956, 2018-2022 annual reports.

arrears across all groups.⁵⁸

Figure 3: Customers in Arrears (%)⁵⁹

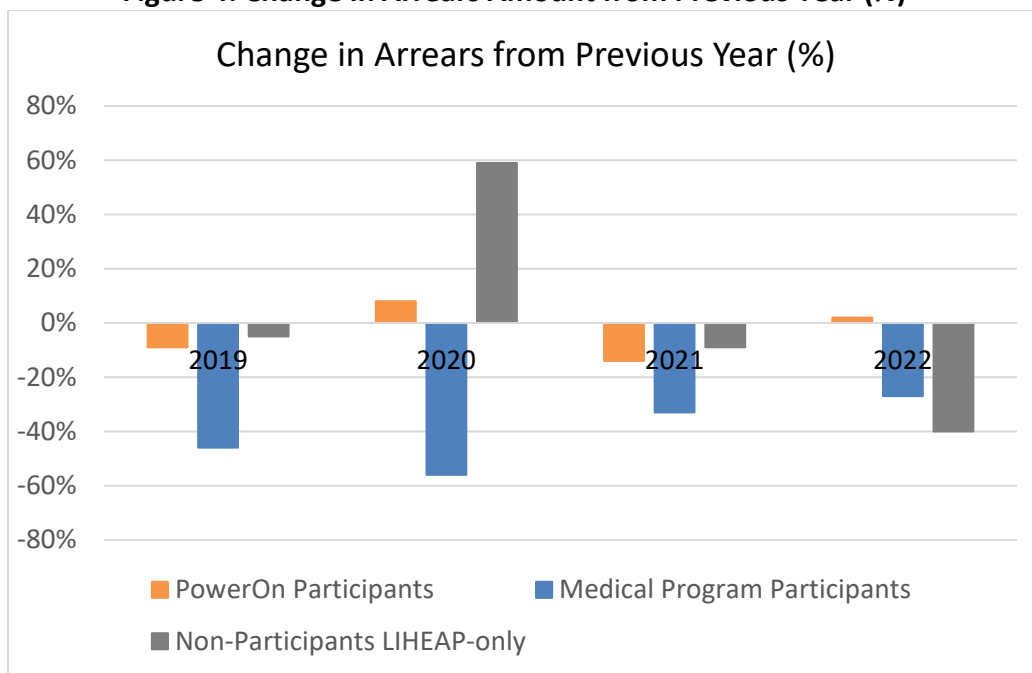


The below figure shows the change in arrears from one year to the next. Moreover, the affordability programs have demonstrated a positive change in arrears for participants compared to previous years. Comparing the previous year to the present, programs have helped customers pay down their arrears, especially for Medical Program customers. In the figure below, metrics above the 0% line on the Y-axis represent increased arrears; metrics below the 0% line on the Y-axis represent decreased arrears.

⁵⁸ Note that the Medical Affordability Program began in 2018, which explains why its participants decreased their arrears so quickly.

⁵⁹ See Docket No. E-002/M-04-1956, 2018-2022 annual reports.

Figure 4: Change in Arrears Amount from Previous Year (%)⁶⁰



Affordability programs also result in lower disconnection rates. Over the last five years (2018-2022), non-affordability program, LIHEAP-only customers have an average disconnection rate of 8%, whereas Medical Affordability Program participants have an average disconnection rate of 4%, and Discount Program and PowerOn participants have an average disconnection rate of 2%. Finally, Staff notes that over the last five years, 38% of Xcel’s LIHEAP participants also participate in PowerOn.⁶¹

Based on the figures above, and the estimation that it may benefit significantly more low-income tenants, Staff believes that it would be in the public interest to expand eligibility to these affordability programs to all low-income individuals who use Xcel Energy service. It is demonstrated that there are measurable benefits – like reduced arrears – to households, many of whom have incomes lower than the federal poverty line. However, while it may be in the public interest to expand these programs, implementation remains challenging and unresolved.

D. Barriers to Order Point 2B

There are challenges to maintaining Order Point 2B. Xcel Energy has pointed out both legal and practical barriers to signing up re-billed tenants to its affordability programs. Staff provides additional discussion and analysis of these barriers in the following section.

1. Legal Barriers

The Commission does not have regulatory authority over landlords, tenants, or re-billers, so it is limited in the actions it can take in this matter.

Xcel Energy lists the following sections of Minnesota Statutes justifying why they cannot accept

⁶⁰ 04-1956 2018-2022 annual reports.

⁶¹ 04-1956 annual reports 2008-2022.

re-billed tenants onto its affordability programs:

- *216B.029 Standards for Distribution Utilities.*⁶²
- *216B.091 Monthly Reports.*⁶³
- *216B.096 Cold Weather Rule; Public Utility.*⁶⁴
- *216B.0975 Disconnection During Extreme Heat Conditions.*⁶⁵
- *216B.0976 Notice of Utility Disconnection.*⁶⁶
- *216B.098 Residential Customer Protections.*⁶⁷

Who is a Customer?

One of the main areas of contention in this docket is the definition of ‘customer.’ Xcel maintained that a customer is a customer of record, i.e. whoever’s name is on the bill. Staff notes that this is the generally accepted definition of ‘customer’ in the past. CSG Operators asserted that a customer is the household that is being supplied with electric service from Xcel. The parties point to the following Minnesota Statutes and Rules:

Table 2: Definitions of a Customer

Xcel	CSG Operators, JSA, CEF, City of Minneapolis
<i>Minn. Stat. § 216B.096 Cold Weather Rule; Public Utility.</i> ⁶⁸ "Customer" means a residential customer of a utility. ⁶⁹	<i>MN Rule 7820.0700 Definitions, Subp. 1.</i> ⁷⁰ "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.
	<i>Minn. Stat. § 216B.16, Subd. 15 Low-income electric rate discount.</i> ⁷¹ ..."low-income" describes a customer who is receiving assistance from the federal low-income home energy assistance program.

Staff notes the previous discussion on the framing and applicability of Order Point 2B. In the Staff notes that at the May 5th, 2022 agenda meeting, the Commission stated that it intended

⁶² Minn. Stat. §216B.029 Standards for Distribution Utilities. (<https://www.revisor.mn.gov/statutes/cite/216B.029>)

⁶³ Minn. Stat. §216B.091 Monthly Reports. (<https://www.revisor.mn.gov/statutes/cite/216B.091>)

⁶⁴ Minn. Stat. §216B.096 Cold Weather Rule; Public Utility (<https://www.revisor.mn.gov/statutes/cite/216B.096>)

⁶⁵ Minn. Stat. §216B.0975 Disconnection During Extreme Heat Conditions (<https://www.revisor.mn.gov/statutes/cite/216B.0975>)

⁶⁶ Minn. Stat. §216B.0976 Notice of Utility Disconnection (<https://www.revisor.mn.gov/statutes/cite/216B.0976>)

⁶⁷ Minn. Stat. §216B.098 Residential Customer Protections (<https://www.revisor.mn.gov/statutes/cite/216B.098>)

⁶⁸ Minn. Stat. § 216B.096 Cold Weather Rule; Public Utility (<https://www.revisor.mn.gov/statutes/cite/216B.096>)

⁶⁹ All emphasis in Table 2 added by staff.

⁷⁰ MN Rule 7820.0700 Definitions (<https://www.revisor.mn.gov/rules/7820.0700/>)

⁷¹ Minn. Stat. § 216B.16, Subd. 15 Low-income electric rate discount (<https://www.revisor.mn.gov/statutes/cite/216B.16#stat.216B.16.15>)

“customer” in this case to be inclusive of tenants in a re-billing situation. Regardless, Staff agrees with CUB’s point that finding a definition of ‘customer’ will not fix the administrative hurdles and utilities’ obligations associated with Order Point 2B and does not necessarily need to be decided upon in this docket. Staff also agrees with CUB that the main concern is ensuring these tenants receive the same benefits and protections that tenants that are direct customers of Xcel receive such as the various billing plans and protections under the CWR.

2. Practical Barriers

The Company lists data sharing and past due balances as practical barriers to implementing Order Point 2B.

Data Sharing

Xcel stated that the parties have discussed voluntary data sharing at length and emphasized that data sharing would not work, because the Company cannot tell if the information is correct and that it must meet many statutory requirements.

Staff believes that data sharing is essential for Order Point 2B to be followed. For a re-billed customer to participate in the affordability programs, Xcel and ECC must coordinate a data sharing process with the re-billing company. Sagiliti recommends that:

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[s] 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.⁷²

Sagiliti has offered to provide two monthly files:

- 1) Occupancy report with household number, name, apartment building, apartment unit number, Xcel account number, Xcel premise number, and move-out date; and
- 2) Payments for affordability programs.⁷³

Sagiliti appears willing to adjust the content of the files to accommodate Xcel’s data needs. However, while Staff appreciates that a re-billing company and landlords are willing to comply with these data sharing efforts, they do not represent the industry at large. The re-billing industry is not currently obligated to comply with Xcel’s requests.

Reporting

Xcel Energy says that it cannot meet its reporting requirements if re-billed tenants have access to affordability programs. Specifically, the Company says that it will not have access to necessary customer data.

Staff notes that some of this information, such as income information, should be available from

⁷² Xcel Energy compliance filing, November 11, 2022, Attachment E, p. 6 of 16.

⁷³ Xcel Energy compliance filing, November 11, 2022, Attachment E, p. 7 of 16.

EAP, and the CSG Operators say that this is an example where data sharing would be required between the Company and re-billers.

Xcel did not list the reports that would be affected, but Staff provides the table below highlighting Xcel's affordability program reporting requirements.

Table 3: Required Reporting

Docket	Statute/Rule (if applicable)	Information to be Reported
YR-2: Cold Weather Rule	216B.096 Subd. 11	<ul style="list-style-type: none"> - Arrearages - Disconnections, including by zip code - Payment Arrangements - Medical Status
04-1956: Annual PowerOn Reporting	216B.096 Subd. 15 (c)	<ul style="list-style-type: none"> - Percentage of income households devoted to bills - Disconnections and arrears - Frequency of payments - Collection costs and bad debt - Average participant usage
23-73: Annual Service Quality Report	7826.1500 7826.1800	<ul style="list-style-type: none"> - Involuntary Disconnections - Emergency Medical Account Status

Data Sharing Barriers to Each Program

Each affordability program has its own unique set of barriers that would need to be addressed to implement them for re-billed tenants. Staff provides the table below showing the data sharing tasks that would be required between Xcel, ECC, and the re-billers for every affordability program:

Table 4: Key Characteristics of Xcel's Affordability Programs

Program	Requires LIHEAP	Billing Information	Usage Information	Credits	Requires Payment Plan
PowerOn	Yes	Re-biller → ECC → Xcel	Re-biller → ECC → Xcel	ECC → Re-biller	Yes (Ideally Xcel → Re-biller)
Medical Program	Yes	Re-biller → ECC → Xcel	No	ECC → Re-biller	Yes (Ideally Xcel → Re-biller)
Discount Program	Yes	No	No	No	No
CWR	No	Re-biller → Xcel	Re-biller → Xcel	No	Yes
Budget Billing	No	No	No	No	Yes
Complaint Process	No	Re-biller → CAO upon request	Re-biller → CAO upon request	No	No

The below table shows the current PowerOn enrollment process – from customer application to enrolling customer in program – alongside the proposed process from the CSG Operators on how re-billed tenants could be added to PowerOn. This is an example of what data sharing would look like if re-billed tenants would be allowed to access PowerOn.

Table 5: PowerOn Process Workflow

Current Process	Proposed Process
	Notification of affordability programs in lease paperwork
Tenant applies for LIHEAP with their local Service Provider and lists their utility	Tenant applies for LIHEAP with their local Service Provider and lists their utility
Service Provider processes the application and determines eligibility and benefit	Service Provider processes the application and determines eligibility and benefit (Re-biller does not see income)
Service Provider reviews payments and make them payable to eHeat	Service Provider makes payments to vendor if in eHeat or directly payable to household if vendor is not
Payment sent to MMB to be paid the next day	
Utility applies funds to household account	
Xcel shares list of LIHEAP participants with ECC	
Customer applies for program with ECC	Customer applies for program with ECC
	Sagiliti provides monthly usage and bills
ECC determines monthly credit, arrearage payment, and payment plan based on usage	ECC determines monthly credit, arrearage payment, and payment plan based on usage
ECC sends a letter to household with monthly payment plan	ECC sends a letter to household with monthly payment plan
ECC shares program enrollment and payment plan with Xcel	ECC shares program enrollment and payment plan with Sagiliti
	ECC informs Xcel of program enrollment and payment plan
Xcel identifies customer by address	
Xcel enrolls customer in program and updates billing	Sagiliti updates billing
	Monthly reported provided by Sagiliti to ECC and Xcel Energy

EAP Policy Manual

The CSG Operators and Sagiliti suggested that the EAP Policy Manual be updated to require re-billers with vendor status to offer the statutorily required customer protections and payment arrangements. CUB commented saying that they were unsure if the manual could be updated and that the utility statutory requirements are more effective.

LIHEAP is a federal program, so the Department’s EAP division must operate within the confines of federal law. Staff does not know the contents of the EAP Policy Manual or restrictions on

making edits to it, and Staff notes that updating the EAP Policy Manual falls under the purview of the Department.

Further, requirements within the EAP Policy Manual for eHeat-approved re-billers is not necessary for the re-billers and landlords to offer consumer protections. Re-billers and landlords could offer budget billing, medical protection payment arrangements, etc. voluntarily. Staff is not aware of any restrictions in statute or law prohibiting re-billers and landlords from offering consumer protections of their own volition.

Tracking System

Xcel said that it was unsure how to track non-customers of record in its billing system. Xcel cannot see a re-billed customer's account information, so it is hard to create and log a payment plan. Xcel may have to retrieve records from the re-biller, create a payment plan and track it manually outside of its normal billing system, and then send the payment plan information to the re-biller.

Xcel suggests that Sagiliti develop a tracking system for the affected tenants.

Contrarily, JSA recommended that the Commission investigate whether Xcel can update their billing system to be able to accommodate this practice. Xcel said that it is already evaluating new billing systems. Staff does not see why both suggestions cannot be used: Xcel can update its billing system to accommodate the affected tenants, while Sagiliti also develops a tracking system for sharing tenant and reporting information with Xcel.

Staff notes that the Minnesota Legislature recently required Xcel, by January 1, 2024, to offer consolidated billing for its CSG subscribers so that a subscriber receives only one bill for both the subscriber's monthly electric service and their community solar garden subscription.⁷⁴

Past Due Balances

In Attachment C, Xcel Energy asked how landlords offer payment plans when it takes on a tenant's past-due Xcel bill and how it would offer arrearage forgiveness credits if the customer is on PowerOn.⁷⁵

In Attachment E, the CSG Operators responded that previous balances (i.e. past due bills or credit balances) are not transferred by Xcel to the re-biller and landlord, and they would not know about them.⁷⁶

Staff is unsure why Xcel asked how landlords operate when they take on a customer's bill when they should be aware that previous balances are not transferred in the first place. Regardless, Staff is unsure why past due balances are not shared with the re-biller.

The CSG Operators recommend that a payment data file exchange happen between Xcel and

⁷⁴ See HF2310A, 93rd Legislature (2023-2024).

⁷⁵ Attachment C, p. 4 of 8.

⁷⁶ Attachment E, pp. 6-7 of 16.

ECC and the re-biller. Then the re-biller would reflect the balance on the account.

Staff believes that to ensure accurate billing, balance information would need to be shared between the parties and recommends that Xcel be required to share this information when a landlord or re-biller assumes control of a tenant's bill (**Decision Option 16**).

Oversight

Staff views the issue of proper oversight as one of the larger and more important obstacles to compliance with Order Point 2B and ensuring consumer protections. The PUC does not have oversight over CSG developers, landlords, or re-billing companies. The Joint Petitioners point out that they believe Xcel would not have clear visibility into the application of the credits and implementation of the payment plans. CUB also states that because the PUC does not regulate re-billers or landlords, they would not have the authority to audit these entities should any discrepancies arise. Additionally, the Joint Petitioners worry that tenants may not have any recourse with the PUC or governing entity in the case of a violation.

The CSG Operators, CEF, and Sagiliti offer that oversight can be obtained via a contractual relationship between the re-biller and the utility just as Xcel has with Energy CENTS.⁷⁷ They believe that with enough data sharing and cooperation between them, Xcel, and Energy CENTS, there would be enough oversight to properly implement these energy assistance programs and consumer protections. Additionally, the CSG Operators and Sagiliti propose that amending the EAP Policy Manual to require landlords to follow similar utility requirements and protections could be an option to increase their legal obligations.

Staff's interpretation of the Joint Petitioners' concerns is that they are worried about the aspect of the PUC and Xcel losing visibility into the implementation of these programs and having to rely on re-billers to do so. Staff agrees with this sentiment. However, Staff is unsure if the Joint Petitioners are indicating it is impossible to gain that visibility and oversight or if it would be "impractical" to do so given the amount of administrative and technical investment it would require. Regarding whether it would be "worth" the investment, Staff does not believe there is enough evidence in the record to make that determination. That said, if the implementation of Order Point 2B could potentially benefit a large number of ratepayers, Staff believes an upgrade to Xcel's billing system, if that would be sufficient to gain proper oversight, may be more practical than indicated by the Joint Petitioners.

Staff is also unsure if contractual obligations to properly implement these programs and protections would be enough to ensure proper oversight. Staff notes the parties that make up the Joint Petitioners did not reply to this suggestion by the CSG Operators.

Regarding the option to amend the EAP Policy Manual, Staff understand that this is a program regulated by the Department, as previously discussed.

Payment Arrangements

The CSG Operators said that landlords should have flexibility regarding payment agreements

⁷⁷ CSG Operators comments, December 21, 2022, p. 12.

offered to their tenants and that they are not statutorily required to offer them as they are not considered a utility.

However, in Attachment E, Sagiliti wrote that it has offered to create payment plans with their re-billed tenants. They stated that it offers 4-month payment plans and will offer up to a 6-month payment plan.

Staff believes that Xcel is best equipped to create payment arrangements with customers. Xcel has dedicated teams of customer service representatives that have the proper knowledge and experience in creating payment plans with customers that work for them and have a degree of flexibility regarding payment arrangements. Per Xcel's tariff:

Payment agreements will consider a customer's financial circumstances and any extenuating circumstances of the household.⁷⁸

In short, Staff believes that Xcel is better equipped to create a payment plan (one that will both pay down a customer's bill in a reasonable time frame while also being an affordable monthly payment for the customer's budget) than a re-biller company and that Xcel continuing to offer payment arrangements is in line with Order Point 2B.

Staff notes that a customer participating in the PowerOn program, for example, is required to be enrolled and current in a payment plan. Per Xcel's Low Income Energy Discount Rider tariff:

For a customer to be eligible for a supplemental reduction in their electric bill, the customer must agree to affordable monthly payments.⁷⁹

Order Point 2B requires Xcel to allow re-billed tenants into PowerOn; therefore, Xcel is obligated to settle on a payment arrangement with re-billed tenants.

Contrarily, Xcel's proposed "Landlord as Subscriber" Addendum requires landlords to offer payment agreements, which, while not ideal, is a step in the right direction for protecting customers.

Work with CAO

Sagiliti has developed a good working relationship with CAO. The CAO team and Sagiliti's account representatives are familiar with each other.

Prior to the 2022-2023 hearing season, Sagiliti asked CAO to review their CWR materials. Sagiliti's CWR materials refer their tenants to CAO. Further, between July 2022 and May 2023, CAO handled 21 shut off cases with Sagiliti. CAO does not turn away a Sagiliti account holder.

⁷⁸ Xcel Energy Minnesota Electric Rate Book, Section No. 11, 1st Revised Sheet No. 17.

(https://www.xcelenergy.com/staticfiles/xcelresponsive/Company/Rates%20&%20Regulations/Regulatory%20Filings/Me_Section_11.pdf)

⁷⁹ Xcel Energy Minnesota Electric Rate Book, Section No. 5, 10th Revised Sheet No. 95.

(https://www.xcelenergy.com/staticfiles/xcelresponsive/Company/Rates%20&%20Regulations/Regulatory%20Filings/Me_Section_11.pdf)

Utility Program Budgets

Staff notes that making affordability programs available to re-billed customers would increase utility spending on those programs as more tenants are enrolled. If the Company exceeds current budget levels, other customers would see higher surcharges to fund the affordability programs.⁸⁰ Staff recommends reevaluating program budgets if eligibility is expanded to re-billed customers.

Harms During Transition

In its comments, ECC included testimony from witnesses that spoke at the Commission's May 5, 2022 agenda meeting.⁸¹ Witnesses spoke of:

- Landlords' taking over their Xcel account without their knowledge or consent;
- Mixing up their billing;
- Facing the threat of eviction;
- Losing affordability program credits and receiving a nominal credit from CSG;
- Payments applied to past due utility bills instead of rent;
- Lost financial stability; and
- Charged for more than one month at a time and extra charges for transferring accounts.

The witnesses' comments emphasize that there can be negative consequences to a re-billed situation. However, Staff highlights that this harm occurred in the transfer of utility accounts and is not built into the BSM as described in this docket. Additionally, the harm is not necessarily specific to the BSM or CSGs but to the general practice of a landlord transitioning to using a re-billing service in a multi-metered building.

VI. Xcel's Tariff Modifications

In addition to requesting the Commission to reopen Order Point 2B, the Joint Petitioners offered a suite of tariff modifications to comply with the Commission's other order points. They are listed below.

1) "Landlord as Subscriber" Addendum (Section 9, Sheet 99.1-99.3)

This tariff can be summarized as an opt-in/opt-out practice for tenants that landlords must follow, along with other requirements and tenant outreach practices, if they are to subscribe their building as a CSG subscriber.

*2) Solar*Rewards (S*R) Community Program (Section 9, Sheet 66.1) and Standard Contract for S*R Community (Section 9, Sheet 76)*

These modifications relay specific tenant rights in a BSM situation.

*3) Standard Contract for S*R Community (Section 9, Sheet 74)*

These modifications provide a claw back provision for bill credits paid to ineligible subscribers.

⁸⁰ LIHEAP customers are not charged the surcharge.

⁸¹ P. 2 ECC, Initial, 12/21/22.

4) *Low Income Energy Discount Rider (Section 5, Sheet 95)*

This modification proposes to eliminate the energy use consumption threshold, a prerequisite to be eligible for PowerOn benefits.

A. “Landlord as Subscriber” Addendum – Opt-in/Opt-out – Section 9, Sheet 99.1-3

Xcel created and requested approval of Section No. 9 Sheets 99.1-99.3, the “Landlord as Subscriber” Addendum to comply with Order Point 2A of the June 24, 2022, Commissioner Order (**Decision Option 11**). Order Point 2A states:

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.

The “Landlord as Subscriber” Addendum is attached to the Standards Contract for Solar*Rewards Community and applies to the situations that are referenced in this docket, where a subscription is associated with a premise and the tenants of that premise are not the “named customer” for the Company. Mainly, this applies to buildings that are multi-unit and multi-metered where the landlord is the CSG subscriber and rebills its tenants’ electricity bill costs.⁸²

The Addendum describes that for any premise a landlord seeks to associate with a CSG subscription, the landlord must obtain explicit consent from the tenant via an Opt-In Consent Form (found in Attachment A) informing the tenant that by opting in they would no longer be eligible for Xcel’s energy affordability programs. Additionally, the Addendum states that in situations where landlords are practicing a form of the BSM and tenants have their own meter for their premise, tenants may opt out of the program for any reason and at any time. Opting out of the BSM program and the process of reinstating their Xcel Energy account will incur no penalties or fees.

The Addendum also includes a host of other landlord requirements and protections that includes but is not limited to:

- Transparency in Community Solar Garden billing benefits and costs
- Information on possible energy assistance programs tenants may be eligible for
- Clear rules on late fee caps, no charging additional fees for billing service, and no disconnections or evictions dues solely to unpaid electric service charges
- Creation of dispute resolution process with avenue to pursue the issue with the MN PUC, OAG or other tribunal in the case of continued disagreement

⁸² Pdf page 83, Xcel, Compliance Filing, 11/11/22

- Make payment agreements available to tenants in arrears or who are unable to pay their bill during the Cold Weather Rule period and must consider tenant's financial resources situation
- Provision of tenant protections set forth in Minn. Stat. §216B.098, Subds. 2, 3, and 5

More specific requirements can be found in Attachment A. Xcel excludes the following from the "Landlord as Subscriber" Addendum as well as in the modifications to tariff Sheets 66.1 and 76:

- Single-metered buildings where the landlord is the Xcel account holder
- Multi-unit, single-metered buildings where the landlord is the Xcel account holder
- Multi-unit, multi-metered buildings where the landlord has been the Xcel account holder continuously since January 1, 2015
- Multi-unit, multi-metered buildings where the landlord is the Xcel account holder, and the landlord does not pass the electric bill costs to its tenants

The Department supports the opt-in/opt-out proposal and believes it "allows tenants to choose the options that best fit their personal circumstances" and supports Xcel's tariff modification.⁸³ The Department states that the tariff pages will offer uniformity from which landlords can work from and will enable the Commission's CAO and other organizations to understand the nature of the program. The OAG supports the opt-in/opt out language, stating that the tariff will allow for both operation of the BSM but still "ensures low income tenants enter into it knowingly and voluntarily" and appropriately balances the goals of CSG accessibility and tenant protections.⁸⁴

ECC also supports the Addendum and believes the business model for the BSM could still be supported without including tenants that would be eligible for energy assistance, while ensuring that those tenants are still able to pursue CSG as an individual subscriber if they would like.⁸⁵ Mid-Minnesota Legal Aid also supports the language as it would give the tenants control over their utility account and would avoid the involuntary conscription into a program that results in the loss of benefits, rights, and protections.⁸⁶ CUB also supports the Addendum.⁸⁷

Modifications to the Addendum

In general, the CSG Operators support the Opt-in/Opt-out policy. They believe that it's not fully comprehensive but that it is a step in the right direction.⁸⁸ However, there are some aspects they disagree with or believe to be unnecessary. First, the CSG Operators request the Addendum be referred to as the "Landlord Addendum" rather than "Landlord as Subscriber" Addendum.⁸⁹ They see the term as 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."⁹⁰

⁸³ P. 3, The Department of Commerce, Initial, 12/21/22

⁸⁴ P. 4, OAG, Initial, 12/21/22

⁸⁵ P. 4, ECC, Initial, 12/21/22

⁸⁶ P. 4, Mid-Minnesota Legal Aid, Initial, 12/21/22

⁸⁷ P. 6, Citizens Utility Board of Minnesota, Initial, 12/21/22

⁸⁸ P. 2, CSG Operators and CEF, Reply 1/18/23

⁸⁹ P. 7, CSG Operators Initial, 12/21/22

⁹⁰ P. 6, CSG Operators and CEF, Reply 1/18/23

Second, the CSG Operators state that many of the provisions the Joint Petitioners proposed were originally proposed by the CSG Operators when their business model allowed for limited ability to opt-out of CSG participation. These enhanced provisions were created to ensure guaranteed protections to tenants such as the ability to enter payment agreements and restrictions on evictions and fees.⁹¹ However, they state that the situation has changed, as the stakeholders agreed to an unrestricted opt-out provision. Under the current proposal, tenants can opt-out for any reason, including to remain an Xcel customer so they can participate in energy assistance programs and retain the protections that utilities are obligated to provide.

The CSG Operators believe that the enhanced provisions in Xcel's tariff proposals are now redundant if Order Point 2B is repealed and no longer necessary because tenants can now easily opt out of the BSM program in order to receive payment agreements or budget billing plans. Thus, they believe Sections 4.j, 4.l, 4.m of Xcel's proposed tariffs (Attachment A), where there are Cold Weather Rule protections, should be removed from the addendum. The CSG Operators claim that they should not be required to mirror the obligations of a utility when tenants have the ability to opt out of the program. They claim that they should not be "subject to onerous requirements solely because they offer solar access to their tenants" when other landlords who have taken over utility accounts have not been required to follow these obligations. If the Commission does require these obligations, the CSG Operators request that compliance should be conducted through a third party and not Xcel.⁹²

Additionally, they believe that Section 4.e of the addendum on disconnection restrictions is narrower than what they are already statutorily obligated to follow via Minnesota Statutes sections 504B.221(a) and 504B.225. These prohibit landlords from interrupting or terminating utilities for any reason rather than just for nonpayment of electric charges as dictated by Section 4.e in Xcel's proposed tariff modifications (Attachment A). They claim that following these statutes also makes Section 4.m redundant as well. That said, the CSG Operators are not against following Section 4.e. but believe it to be unnecessary and perhaps outside of the Commission's legal authority and that the landlord-tenant law may be the more appropriate venue.⁹³

The CSG Operators request extending the dispute resolution period in Section 4.i from 30 days to 60 days (**Decision Option 11A or 12**) to be more realistic with what they believe to be feasible. They also agree to 4.h and 4.k. Regarding tariff sheet 99.3 (the Consent Form), the CSG Operators are agreeable with it so long as it is prospective and only applies to new tenants.⁹⁴

JSA doesn't oppose the Opt-in/Opt-out policy generally but believes that part of the Addendum illegally intrudes into the landlord-tenant relationship, which extends far beyond the furnishing of electricity."⁹⁵ JSA disagrees with the language that states that tenants would lose eligibility to Xcel's affordability programs as they believe the Commission ordered them to do so via Order Point 2B. If the Commission decides to reopen Order Point 2B, JSA supports the

⁹¹ P. 7, CSG Operators Initial, 12/21/22

⁹² P. 9, CSG Operators, Initial, 12/21/22

⁹³ P. 8, CSG Operators, Initial, 12/21/22; P. 5, CSG Operators and CEF, Reply 1/18/23

⁹⁴ P. 6, CSG Operators, Initial, 12/21/22

⁹⁵ P. 18, Joint Solar Associations, Initial, 12.21.22

modifications made by the CSG Operators. The City of Minneapolis also agrees with the CSG Operators' modifications.

In response to the CSG Operators' modifications, Xcel does not oppose the edits made to Section 4.d and 4.i. Xcel opposes the CSG Operators' request to the title and opening paragraph of the addendum. Xcel also opposed the request to delete 4.j, 4.l, and 4.m from the addendum claiming that the tenants should not have any less protection under the BSM model.⁹⁶ Xcel also opposes the modification to 4.n.5 as they claim that it would be up to the landlords to provide additional billing options. Lastly, Xcel disagrees with JSA's interpretation of the record and their assertion that the consent form is inaccurate.

B. Modify S*R Community Tariff Sheet 9-66.1 and 9-76

In their Compliance Filing, Xcel requested approval for changes to Tariff Sheet 9-66.1 (S*R Community Program) and in Sheet 76 (Standard Contract for S*R Community) (**Decision Option 8**). These modifications make explicit that the "decision whether to become or remain a Community Solar Garden subscriber is left entirely to an individual tenant" and that the tenant shall not be subject to any direct or indirect pressure from a landlord or landlord agent in making that decision. The language also requires landlords that fit the application of the "Landlord as Subscriber" Addendum to follow that addendum.

Xcel's modification to Sheet No. 74 states that in cases where subscriptions violate the provisions in tariff sheet 9-76, 9-66.1, or the Landlord as Subscriber Addendum, and where bill credits have been applied to the ineligible subscription, the Company may recoup the difference between the bill credit value provided to the ineligible subscription and the Unsubscribed Energy Rate (**Decision Option 6**).

The other parties that make up the Joint Petitioners support these modifications. The Department and the OAG also support these modifications.

The CSG Operators generally support the modifications to Sheet 9-66.1 and 9-76 but request the following changes (**Decision Option 9**):

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

⁹⁶ P. 5-6, Xcel, Reply, 1/18/23

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 state that the second sentence is unnecessary, as “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” and claims the same is true for including the word “entirely.”⁹⁷ JSA supports the points made by the CSG Operators and states that including “entirely” could be subject to overly restrictive interpretations and have a chilling effect. JSA states that talking about the benefits of the CSG program could be considered “influence” in this case and offers that the language should be more similar to Minn. Stat. § 216B.1641(e)(5), which requires “fair disclosure” of the benefits (**Decision Option 10**).⁹⁸ Cooperative Energy Futures, JSA, and the City of Minneapolis support the CSG Operator’s suggested modifications to Sheet 9-66.1 and 9-76.

Xcel acknowledges that CSG Operators are correct that “signing a contract under undue influence or coercion is a matter of contractual law” but believe it is in the public interest to be explicit.⁹⁹ Xcel does not support the proposed modifications.

C. Modify S*R Community Tariff Sheet 9-74

Regarding tariff sheet 9-74, the CSG Operators state they had communicated with Xcel during the stakeholder process to clarify that a violation affecting a single tenant would not mean the entire subscription is ineligible. The CSG Operators claim that Xcel agreed with this sentiment and suggested modifications to sheet 9-74 to clarify that intent (**Decision Option 7**):¹⁰⁰

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.**

⁹⁷ P. 6, CSG Operators and CEF, Reply 1/18/23

⁹⁸ P. 18, Joint Solar Associations, Initial, 12.21.22

⁹⁹ P. 4, Xcel, Reply, 1/18/23

¹⁰⁰ P. 8, CSG Operators, Initial, 12/21/22

The CSG Operators also support amending Xcel's proposed tariff provision to suspend payment in the event CSG Operator disputes the alleged violation. The CSG Operators claim Section 12 of the Standard Contract for Solar*Rewards Community (tariff sheet 83) provides a dispute resolution process that can be referred to the Commission. The CSG Operators say that they should not be required to make a payment, especially if Xcel, and not a third party, determines whether they are in compliance with the Addendum.¹⁰¹

Xcel accepts the modifications except for the striking out of the "Landlord as Subscriber" title and with the last sentence of the proposed modification quoted above (**Decision Option 6A**).¹⁰² Xcel states that if this language is approved then the CSG Operators could "perpetually avoid a violation of the CSG contract merely by disputing the violation itself." Xcel counters that "like any breach of contract situation, they can pursue dispute resolution and remedies for breach provisions under the contract provisions at tariff sheet 9-83, and 9-81 through 9-82."

D. Modify/Remove PowerOn Threshold

One of the items that came up during the stakeholder process was the energy consumption qualifications for the PowerOn Program. Currently, the tariff states that "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."¹⁰³ In the Company's compliance filing, Xcel asked the Commission to approve the modification to the Low Income Discount Rider "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."¹⁰⁴

In initial comments, ECC and CUB recommended that the threshold be eliminated altogether stating that, "in practice, eligibility for PowerOn is currently determined by LIHEAP participation and energy burden, only."¹⁰⁵ CUB states that Xcel already makes PowerOn available to all LIHEAP recipients whose energy bill exceeds 3% of the customer's income. Xcel confirmed this and subsequently recommended the removal of the energy consumption threshold in the Company's reply comments. Lowering and eliminating the threshold had broad support and was recommended by JSA, the OAG, CSG Operators, and CEF (**Decision Option 13**).¹⁰⁶

VII. Staff Analysis on Tariff Modifications

A. Solar*Rewards Community Program tariff

Staff provides the following table highlighting party positions on the Solar*Rewards Community Program tariff.

¹⁰¹ P. 10, CSG Operators, Initial, 12/21/22

¹⁰² P. 7, Xcel, Reply, 1/18/23

¹⁰³ Xcel Tariff Section No. 5, Sheet No. 95

¹⁰⁴ P. 3, Xcel, Compliance Filing, 11/11/22

¹⁰⁵ P. 6, Citizens Utility Board of Minnesota, Initial, 12/21/22

¹⁰⁶ P. 10, CSG Operators and CEF, Reply 1/18/23; P. 4, OAG, Initial, 12/21/22; P. 16, Joint Solar Associations, Initial, 12.21.22

Table 6: Solar*Rewards Community Program Tariff Differences

Tariff Name, Section, and Sheet	Xcel	CSG Operators
<i>Solar*Rewards Community Program, Section 9, 3rd Revised Sheet No. 66.1</i>	<ul style="list-style-type: none"> - Tenant must decide whether they want to be a CSG subscriber independently without landlord influence. - CSG eligibility is subject to the “Landlord as Subscriber” addendum. - Landlord may have subscription in their name without being subject to the “Landlord as Subscriber” addendum if they meet certain requirements. 	<ul style="list-style-type: none"> - Removal of influence language - Titled the “Landlord” Addendum.
<i>Standard Contract for Solar*Rewards Community, Sheet No. 9, 1st Revised Sheet No. 76</i>	<i>Same proposed language revisions as Solar*Rewards Community Program, Section 9, 3rd Revised Sheet No. 66.1.</i>	<ul style="list-style-type: none"> - Removal of influence language - Titled the “Landlord” Addendum.
<i>Standard Contract for Solar*Rewards Community, Sheet No. 9, 1st Revised Sheet No. 74</i>	<ul style="list-style-type: none"> - If the subscription violates the “Landlord as Subscriber” Addendum and bill credits have been applied, Xcel may recoup the funds from the CSG operator. - If the subscription is in violation, it will be considered breach of contract with the operator. 	<ul style="list-style-type: none"> - Minor grammar changes and clarifications - A clause to pause the 30-day timeline to make a payment for unsubscribed energy if the CSG Operator disputes the violation within 30 days
<i>Standard Contract for Solar*Rewards Community, Sheet No. 9, 1st Revised Sheet No. 99.1-99.3</i>	<ul style="list-style-type: none"> - Titled the “Landlord as Subscriber” Addendum. - Applies to premises associated with a Subscription wherein the tenant is not the named customer on the account. - Landlord may have subscription in their name without being subject to the “Landlord as Subscriber” Addendum if they meet certain requirements. - Includes definition of “Landlord.” - Premise can only opt-in when tenant has signed the consent form, which must be made available to Xcel upon request. - Tenants must be allowed to opt-out without being charged any fees. 	<ul style="list-style-type: none"> - Titled the “Landlord” Addendum. - Extended the landlord definition to include lessees, agents, or other persons in control of rental property with multiple subscriptions. - Added that landlord cannot charge an additional fee for utility bill processing services, including transferring an account number, unless explicitly permitted by law. - Removed language about payment agreements, medical protections, and CWR.

	<ul style="list-style-type: none"> - Each tenant must be provided annual report to Xcel, billing information, availability of energy assistance and budget billing. - CSG operator will provide a monthly report to Xcel. - Landlord must not disconnect unit or evict for nonpayment of electric bill or require a tenant pay additional fees, and any late fees are capped. - Landlord must offer a dispute resolution process or allow tenant to work with OAG or CAO. - Landlord must offer payment agreements, CWR, and medical protections. - Landlord must provide misc. disclosures to tenant. - CSG operators are responsible for landlord obligations, and Xcel has no obligation to ensure compliance. - Tariff includes a copy of the Opt-In Form. 	<ul style="list-style-type: none"> - Increasing the timeline to resolve a dispute resolution process from 30 days to 60 days (Xcel agrees to modification).
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B. Opt-in/Opt-out vs. CSG Operators et al Proposal

All parties are in support of an opt-in/opt-out provision in some fashion. There are two different viewpoints on the opt-in/opt-out.

- 1) *The CSG Operators, Minneapolis, and Cooperative Energy Futures see the opt-in/opt-out proposal as no-risk option for tenants if they want to opt-out of CSG benefits.*

The CSG Operators presented modifications to Xcel's proposal, which are supported by the City of Minneapolis and Cooperative Energy Futures (Decision Option 12). There are a couple of small differences, but the largest is striking language about requiring landlords to offer payment agreements to tenants with medical equipment/emergencies and during CWR season.

The CSG Operators et al find that the opt-in/opt-out could still be utilized even if tenants are able to participate in affordability programs as well.

- 2) *Xcel sees the opt-in/opt-out proposal as the only solution to Order Point 2B.*

Xcel was charged by the Commission to propose a way to enroll re-billed customers in its affordability program, which the Company maintains that it cannot do. The Company states that the only way to offer tenants assistance is by having them opt-out of rebilled electric service (and thereby CSG benefits) and sign up as customers of record with Xcel instead.

Prior to the stakeholder meetings, Xcel met with Energy CENTS. The stakeholder meetings began with the opt-in/opt-out proposal that had agreed upon. In its reply comments, JSA said:

[T]he discussions that Xcel had with [ECC] to find a solution appear to have occurred behind closed doors resulting in Xcel making a decision on how to proceed before the stakeholder process even began.¹⁰⁷

The stakeholder process was arguably not as effective, because Xcel came to the table with a non-negotiable proposal.

Xcel's proposal would allow tenants to opt out of the BSM program for any reason, not be re-billed for their utility bills, and instead become a customer of record with the Company. This is codified in Xcel's proposed edits to its Standard Contract for Solar*Rewards Community tariff, ending in an opt-in consent form (**Decision Option 11**). There are proposed changes to the existing tariff, but the largest change is the addition of the "Landlord as Subscriber" Addendum. The OAG, CUB, and Legal Aid support Xcel's proposed changes to its Standard Contract for the Solar*Rewards Community tariff.

Xcel says that "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."¹⁰⁸

Staff agrees that customers of record are welcome to sign up for both affordability programs and an individual CSG subscription. However, Staff believes that this is easier said than done as each program requires its own application process and CSG typically have a lengthy waiting period before customer see subscription credits on their bill.

Xcel's and the CSG's proposals as contradictory to their stances on whether Order Point 2B should be reopened or maintained. If Order Point 2B is rescinded, Xcel does not need to expand its eligibility requirements to its energy assistance programs to include re-billed tenants and the entire issue of ensuring that the other consumer protections are enforced via the re-biller/landlord is moot because the tenants would be opting in the BSM program knowing that they would lose these potential protections. Requiring payment plan requirements and CWR requirements is not something landlords are statutorily required to provide in a normal re-billing agreement that does not include any CSG subscriptions. Additionally, tenants are able to retain their Xcel Energy account for any reason and regain access to these protections.

C. Reconsideration

Typically, a utility files a reconsideration of a Commission's Order within 20 days. JSA and the CSG Operators cited the 20-day requirement in Minn. Rule 7829.3000¹⁰⁹ and Minn. Stat. §

¹⁰⁷ P. 3, JSA, Reply, 1/18/23.

¹⁰⁸ Xcel compliance report, p. 14.

¹⁰⁹ Minn. Rule 7829.3000 PETITION AFTER COMMISSION DECISION.

(<https://www.revisor.mn.gov/rules/7829.3000/>)

Subpart 1. Time for request.

A party or a person aggrieved and directly affected by a commission decision or order may file a petition for

216B.27.¹¹⁰ Xcel said that the Commission may reopen its Order at any time, citing Minn. Stat. § 216B.25.¹¹¹ While it is typical that parties file a reconsideration within 20 days, parties also have the right to request that the Commission hear, rescind, alter, or amend an Order at any time.

D. Compliance Filing

The Department and Legal Aid addressed Xcel's required compliance filing per the Commission's June 24, 2022, Order. Both parties recommended approval of the Company's November 11, 2022, compliance filing (**Decision Option 1**). JSA disagreed, stating that Xcel did not provide tariff modification to comply with Order Point 2B.

E. Low Income Energy Discount Rider tariff

In its Low Income Energy Discount Rider tariff, Xcel initially proposed lowering its average electric consumption threshold from 750 kWh per month to 300 kWh for the PowerOn program. However, ECC proposed eliminating the threshold altogether and Xcel agreed with this proposal. (**Decision Option 14**). All parties support this modification.

Table 7: Low Income Energy Discount Rider Tariff Differences

<i>Tariff Name, Section, and Sheet</i>	<i>Xcel</i>	<i>CSG Operators</i>
<i>Low Income Energy Discount Rider, Section No. 5, 10th Revised Sheet No. 95</i>	<ul style="list-style-type: none"> - Specify that the PowerOn program is available to eligible seniors and/or disabled and customers under 62 years of age with no disability. - Lower the average monthly usage for eligible customers from 750 kWh to eliminating the threshold. 	<ul style="list-style-type: none"> - Added that customer must maintain an active account under their name with Xcel or maintain a premises number under an active household account that is served by a re-biller and LIHEAP vendor.

rehearing, amendment, vacation, reconsideration, or reargument within 20 days of the date the decision or order is served by the executive secretary. This subpart does not affect any statutory limit on the time allowed for a petition for judicial review that may run concurrently.

...
¹¹⁰ Minn. Stat. § 216B.27 REHEARING; CONDITION PRECEDENT TO JUDICIAL REVIEW.
<https://www.revisor.mn.gov/statutes/cite/216B.27>

Subdivision 1. Applying for rehearing. Within 20 days after the service by the commission of any decision constituting an order or determination, any party to the proceeding and any other person, aggrieved by the decision and directly affected thereby, may apply to the commission for a rehearing in respect to any matters determined in the decision. The commission may grant and hold a rehearing on the matters, or upon any of them as it may specify in the order granting the rehearing, if in its judgment sufficient reason therefor exists.

...
¹¹¹ Minn. Stat. § 216B.25 FURTHER ACTION ON PREVIOUS ORDER.
<https://www.revisor.mn.gov/statutes/cite/216B.25>

The commission may at any time, on its own motion or upon motion of an interested party, and upon notice to the public utility and after opportunity to be heard, rescind, alter, or amend any order fixing rates, tolls, charges, or schedules, or any other order made by the commission, and may reopen any case following the issuance of an order therein, for the taking of further evidence or for any other reason. Any order rescinding, altering, amending, or reopening a prior order shall have the same effect as an original order.

The average PowerOn customer used 758 kWh monthly.¹¹² Even if the majority of current PowerOn participants have usage over 750 kWh, the tariff proposal is still lowering the barrier to entry to the program. Staff supports eliminating the consumption threshold.

VIII. Pathways

Staff would like to clarify the scope of this docket.

Xcel's solutions would only affect tenants that live in a building whose owner participates in the CSG program. It does not benefit nor increase the protections for low-income re-billed tenants that do not live in a building that participates in the CSG program. Presumably, those tenants are already not receiving protections they would otherwise be qualified for, though Xcel says that tenants participating in the BSM would lose those protections.

Thus, it appears that Xcel is requesting stricter requirements and protections of landlords that are participating in the CSG program. The CSG Operators and CEF make this point: that if other landlords are not being obligated to follow these requirements despite likely also having tenants that are otherwise qualified for the assistance program, then it appears that they are being subjected "to onerous requirements solely because they offer solar access to their tenants."¹¹³

This gets to the crux of the decision before the Commission – what scope should the Commission base their decision on? Should the Commission take a narrower approach and tailor solutions for re-billed tenants that are operating under a BSM program? Or should the Commission work to expand eligibility to otherwise qualified tenants that are re-billed but do not participate in any CSG program? Staff does not question that pursuing the latter would be in the public interest. Staff takes a similar stance as CEF, that expanding these programs to rebilled tenants will be neither insignificant nor impossible. As mentioned earlier, Staff estimates this could represent thousands of residents receiving very helpful and needed energy assistance. Staff also believes that this was the original intent of the Commission's June 24, 2022, Order.

However, the record does provide evidence that pursuing this route may be more complex than anticipated with several hurdles that must be carefully considered. The Joint Petitioners point out the administrative and billing requirements needed to comply with Order Point 2B and state that it would not be practical to meet those requirements. Staff believes that these statements are somewhat opaque, and the record is not clear regarding what exactly would be required to comply with Order Point 2B.

The issue of the Commission's regulatory oversight remains Staff's greatest concern. If these programs are expanded to all re-billed tenants Staff is not clear, based on the record, that the Commission will retain sufficient oversight over the administration of the affordability programs. Staff is also unsure whether a contractual relationship between the Company and a re-biller would ensure sufficient oversight and accountability. However, if the expanded

¹¹² Xcel compliance report.

¹¹³ P. 9, CSG Operators, Initial, 12/21/22

eligibility of these programs is limited to just those re-billed tenants that participate in a BSM program, Staff believes that Xcel's tariff modifications could create sufficient oversight.

Below, Staff highlights three potential pathways the Commission could pursue.

Pathway One

The Commission could choose to reopen and rescind Order Point 2B and accept a version of the tariff modifications regarding the BSM. If Order Point 2B is rescinded and the opt-in/opt-out policy is accepted, there would be adequate ability for tenants to opt out of the BSM if they want to retain their energy assistance eligibility. In this case, Staff would recommend adoption of the CSG Operators' edits to the "Landlord as Subscriber" Addendum, as it pertains to the CWR protections and billing requirements (**Decision Options 1, 3, 6, 8, 12, 14-17**). This option continues the BSM practice and protects tenants from losing access to energy programs but does not allow for the tenants to receive both benefits.

Pathway Two

The Commission could deny the request to reopen Order Point 2B and require Xcel to begin the process of expanding eligibility of their energy assistance programs to all re-billed tenants. This assumes Xcel will have to contractually work with re-billers, exercise data-sharing, coordinate with ECC, and implement any measures necessary to ensure proper administration of these programs and provision of consumer protections. Under this Pathway, the Commission could approve Xcel's proposed tariff modifications (**Decision Options 1, 4, 6, 8, and 13-17**).

Staff has concerns about this pathway because the record is not clear regarding the efforts Xcel would have to take to implement this Pathway or how costly those efforts may be. Nor is it clear that the Commission will have proper oversight over the administration and reporting regarding this approach because the Commission does not regulate landlords or re-billers.

Pathway Three

Lastly, the Commission could take a stepped approach. The record supports the case that complying with Order Point 2B will be administratively difficult and potentially expensive depending on the billing system upgrades needed. Staff notes that while Xcel claims it will be impractical to do this, the Company has 1) been opaque on the specific details as to why it would be impractical, and 2) not indicated that it would be impossible to do. Additionally, to Staff's knowledge, the supposed impracticality of compliance has assumed the benefit would only be seen by 120 tenants and a broader set of eligible customers.

The Commission could require Xcel to evaluate a pathway forward to comply with the Order and submit their plan in a Compliance Filing. This plan would include details regarding the necessary changes to their billing system, an analysis on the data sharing needed between the Company and re-billers, and the estimated number of tenants/households that compliance with the order would benefit. The Commission could require Xcel to make a compliance filing within 90 days of the Commission's order.



Staff notes again that in this docket Xcel has indicated they were already looking at updating their billing system and that the Legislature required Xcel to provide consolidated billing for subscribers in the CSG program after January 1, 2024.

Meanwhile, the Commission could also approve a version of Xcel's tariff modifications as they pertain to the BSM program. Xcel's tariff modifications provide low-income tenants the option to voluntarily participate in the BSM program. By requiring the re-billers/landlords to also offer the equivalent of the utility-required consumer protections and billing plans, Staff believes tenants will be protected. Xcel claims that this opt-in/opt-out tariff modification provides low-income tenants the option to choose between receiving the Company's energy assistance benefits or the benefits of the BSM. Staff believes, due to the smaller scale of just working with this subsection of tenants and re-billers/landlords, Xcel should be able to ensure tenants continue to receive their program benefits as well as participate in the BSM program. Since consumer protections would be required by the landlords/re-billers via the CSG contract and tariff, which was Staff's greatest concern, Xcel should be able to work with these re-billers through coordination with Energy CENTS and data sharing to ensure the energy assistance funds are properly administered. This would require striking the language in the tariff modifications that indicate tenants may lose their energy assistance benefits by participating in the BSM.

Staff supports this pathway (**Decision Options 1, 4, 5, 6, 8, and 13-17**). The Commission has jurisdiction over Xcel and the CSG program so oversight will be less of a concern. Staff views this as a kind of trial run to see what it would take, on a smaller scale (i.e., the roughly 120 tenants referred to in this docket), to ensure re-billed tenants can receive the Xcel Energy assistance benefits that they are otherwise qualified for. This trial run can inform the decision making process and analysis of the potential pathways that the Commission would be ordering Xcel to conduct regarding its billing system upgrades.

IX. Decision Options

Approval of Compliance Filing

1. Approve Xcel Energy's November 11, 2022 compliance filing. (*Xcel, DOC, Legal Aid*)

OR

2. Do not approve Xcel Energy's November 11, 2022 compliance filing. (*JSA*)

Request to Reopen Prior Order

3. Grant Xcel Energy's request to reopen the Commission's June 24, 2022 Order, Order Point 2B, that requires Xcel Energy to modify its tariffs for low-income renters who are subject to third-party billing to access low-income affordability programs. (*Xcel, DOC, ECC, CUB*)
4. Deny Xcel Energy's request to reopen Ordering Point 2B of the June 24, 2022 Order, and require Xcel Energy to comply with that ordering point. (*JSA, CSG Operators, Sagiliti, Minneapolis, CEF*)
 - a. Require Xcel Energy to comply within a time period to be specified by the Executive Secretary. Authorize the Executive Secretary to set and modify this time period via notice. (*CSG Operators*)
5. Require Xcel Energy to propose a pathway to comply with Order Point 2B that includes details into the necessary changes to their billing system, an analysis on what data sharing requirements will be necessary, and the estimated number of tenants/households compliance with the order would be set to benefit. This pathway must be filed with the Commission 90 days after the Order is filed. (*Staff proposed decision option*)

Proposed Tariff Modifications

Tariff Sheet 9-74 Modifications

6. Approve Xcel Energy's proposed modifications to the Standard Contract for Solar*Rewards Community tariff sheet 9-74 as shown in Xcel Energy's November 11, 2022 compliance filing. (*Xcel, DOC, OAG, ECC, CUB, Legal Aid*)

OR

7. Approve the CSG Operators' modifications to Xcel Energy's proposed modifications to the Standard Contract for Solar*Rewards Community tariff sheet 9-74. (*CSG Operators, JSA, the City of Minneapolis, Sagiliti*)

Tariff Sheets 9-76 and 9-66.1

8. Approve Xcel Energy's proposed modifications to the Standard Contract for



Solar*Rewards Community tariff sheets 9-76 and 9-66.1 as shown in Xcel Energy's November 11, 2022, compliance filing. (*Xcel, DOC, OAG, ECC, CUB, Legal Aid*)

OR

9. Approve the CSG Operators' modifications Xcel Energy's proposed modifications to the Standard Contract for Solar*Rewards Community tariff sheets 9-76 and 9-66.1 which removes the "as Subscriber" part of the "Landlord as Subscriber" Addendum title and makes the following modifications:

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.~~

OR

10. Approve Xcel Energy's proposed modification to the Solar*Rewards Community tariff sheets 9-76 and 9-66.1 with the following modifications as recommended in the Joint Solar Associations' December 21, 2022, comments:

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.~~ Landlords or agents shall provide only accurate information that is not false, misleading, or deceptive information.

Tariff Sheet 9-99.1-3 ("Landlord as Subscriber" Addendum and Consent Form)

11. Approve Xcel Energy's proposed modifications to the Standard Contract for Solar*Rewards Community tariff sheets 9-99.1 through 99.3 ("Landlord as Subscriber" Addendum) as shown in Xcel Energy's November 11, 2022, compliance filing. (*Xcel, DOC, OAG, ECC, CUB, Legal Aid*)
 - A. Approve the CSG Operators' edits to increase the dispute resolution process timeline from 30 days to 60 days. (*CSG Operators, Xcel*)

OR

12. Approve the CSG Operators' modifications to Xcel Energy's Standard Contract for Solar*Rewards Community tariff sheets 9-99.1 through 99.1-3 ("Landlord" Addendum) as proposed in the CSG Operators' December 21, 2022, comments. (*CSG Operators, Minneapolis, Cooperative Energy Futures*)

OR

13. Approve Xcel Energy's proposed modifications to the Standard Contract for Solar*Rewards Community tariff sheets 9-99.1 through 99.3 ("Landlord as Subscriber" Addendum) as shown in Xcel Energy's November 11, 2022, compliance filing minus the language that indicates that tenants have to make a choice between the BSM benefits



and energy assistance benefits. (*Staff proposed decision option*)

- A. Approval of the CSG Operators' edits to increase the dispute resolution process timeline from 30 days to 60 days. (CSG Operators, Xcel)

Tariff Sheet 6-95 (Low-Income Energy Discount Rider)

- 14. Approve Xcel Energy's proposal to modify its Low-Income Energy Discount Rider tariff sheet 5-95 to eliminate the average monthly usage threshold for eligible customers. (*Xcel, DOC, ECC, CSG Operators, CUB, Legal Aid, Cooperative Energy Futures*)

Additional Requirements

- 15. Require Xcel Energy to develop a tracking system for re-billed tenants participating in affordability programs. (*Staff interpretation of Xcel request*)
- 16. Require Xcel Energy to share past due balance or bill credit balance information when a landlord or re-biller company assumes control of a tenant's bill. (*Staff proposed decision option*)
- 17. Require Xcel Energy to file updated tariffs reflecting the Commission's decisions herein within 30 days of the order. (*Staff recommendation*)