

ATTACHMENT A: XCEL ENERGY'S PROPOSED TARIFF MODIFICATIONS

Redline

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

LOW INCOME ENERGY DISCOUNT RIDER

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

DISCOUNT PROGRAM

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

PowerOn PROGRAM

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

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

Medical Affordability PROGRAM

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

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

TERMS AND CONDITIONS OF SERVICE

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

(Continued on Sheet No. 5-96)

Date Filed:	08-24-17 <u>11-11-22</u>	By: Christopher B. Clark	Effective Date:	01-01-18
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-17-629 <u>E002/M-13-867 & E002/M-21-695</u>		Order Date:	01-10-18

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

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

TERMS AND CONDITIONS (Continued)

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

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

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

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

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

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

(Continued on Sheet No. 9-67)

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		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-13-867 & E002/M-21-695		Order Date:	02-23-24

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

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

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

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

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

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

(Continued on Sheet No. 9-75)

Date Filed:	<u>09-30-13</u> 11-11-22	By: David M. Sparby <u>Christopher B. Clark</u>	Effective Date:	<u>09-17-14</u>
	President, and CEO of Northern States Power Company, a Minnesota corporation			
Docket No.	<u>E002/M-13-867</u> & <u>E002/M-21-695</u>		Order Date:	<u>09-17-14</u>

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

Section No. 9
~~3rd~~^{4th} Revised Sheet No. 76

6. Community Solar Garden Requirements.

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

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

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

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

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

(Continued on Sheet No. 9-76.1)

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

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

Section No. 9
Original Sheet No. 99.1

"Landlord as Subscriber" Addendum

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

1. Landlord.

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

2. Opt-In.

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

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

3. Opt-Out.

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

4. Other Requirements.

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

(Continued on Sheet No. 9-99.2)

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

Section No. 9
Original Sheet No. 99.2

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

5. Breach and Consequences.

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

6. Changes to Addendum

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

(Continued on Sheet No. 9-99.3)

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

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

Section No. 9
Original Sheet No. 99.3

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

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

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

Name of Tenant:

Premise (Property Address, Unit #):

Phone #:

E-mail address:

Tenant Signature:

Date:

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

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MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

LOW INCOME ENERGY DISCOUNT RIDER

Section No. 5
10th Revised Sheet No. 95

DISCOUNT PROGRAM

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

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Medical Affordability PROGRAM

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

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

TERMS AND CONDITIONS OF SERVICE

1. The company will review current billing information, approved LIHEAP benefits and household income to make payment arrangements with the customer. A mutually agreed to payment plan will be offered to the customer and a payment schedule provided.
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(Continued on Sheet No. 5-96)

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

Section No. 9
3rd Revised Sheet No. 66.1

TERMS AND CONDITIONS (Continued)

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

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

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

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

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

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

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

Section No. 9
1st Revised Sheet No. 74

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

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

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

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

(Continued on Sheet No. 9-75)

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

Section No. 9
4th Revised Sheet No. 76

6. Community Solar Garden Requirements.

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

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

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

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

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

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(Continued on Sheet No. 9-76.1)

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

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

Section No. 9
Original Sheet No. 99.1

"Landlord as Subscriber" Addendum

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

1. Landlord.

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

2. Opt-In.

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

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

3. Opt-Out.

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

4. Other Requirements.

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

(Continued on Sheet No. 9-99.2)

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

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

Section No. 9
Original Sheet No. 99.2

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

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

(Continued on Sheet No. 9-99.3)

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

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

Section No. 9
Original Sheet No. 99.3

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

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

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

Name of Tenant: _____

Premise (Property Address, Unit #): _____

Phone #: _____

E-mail address: _____

Tenant Signature: _____

Date: _____

ATTACHMENT B: CSG OPERATORS' PROPOSED TARIFF MODIFICATIONS

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

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

Section No. 9
Original Sheet No. 99.1

~~“Landlord as Subscriber”~~ Addendum

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

1. Landlord.

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

2. Opt-In.

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

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

3. Opt-Out.

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

4. Other Requirements.

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

(Continued on Sheet No. 9-99.2)

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

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

Section No. 9
Original Sheet No. 99.2

- h. Eviction. Landlord must not bring a nonpayment eviction action solely based on unpaid electric service charges.
- i. Dispute Resolution. Landlord must have an internal dispute resolution process that meets the following standards: dispute resolution is at no cost to the tenant, dispute resolution must be completed within 360 days of submission, if the tenant does not agree with the resolution the tenant may pursue the issue with any or all of the following: Xcel Energy, the Minnesota Public Utilities Commission, Office of Attorney General, or other tribunal.
- ~~j. Payment Agreements. Landlord must make available payment agreements to tenants in arrears or who are unable to pay their bill in full between October 1 through April 30. Payment agreements must consider a tenant's financial circumstances and any extenuating circumstances of the household, including tenants where a medical emergency exists or where medical equipment requiring electricity necessary to maintain life is in use.~~
- k. Underpayment. If a tenant provides partial payment of rent due, Landlord must apply payment to rent before applying payment to electricity charges.
- ~~l. Landlord must make available payment agreements to tenants in arrears or who are unable to pay their bill in full during the Cold Weather Rule period (between October 1 through April 30). Payment agreements must consider a tenant's financial resources and any extenuating circumstances of the household but may be no more than 10% of the tenant household's income.~~
- ~~m. Landlord must provide to each tenant protections set forth in Minn. Stat. §216B.098, Subds. 2, 3 (during the non-Cold Weather Rule period), and Subd. 5, and where this statute uses the term "utility" this term under this Addendum shall mean instead the Landlord.~~
- n. Tenant Disclosures.
1. Landlord must provide each tenant the Community Solar Garden Operator's Annual Report provided to the Company and each Subscriber.
 2. Landlord must provide each tenant the process to Opt-out of the Community Solar Garden associated with the meter serving the tenant's unit.
 3. Landlord must provide each tenant the total amount due and the service period and usage for electric service charges each month. Landlord must make available to the tenant without cost a copy of the Company's original billing statement upon request.
 4. By September 30 of each year, Landlord must provide each tenant information about the possible availability of energy assistance programs.
 5. By September 30 of each year, Landlord must provide each tenant information about budget billing plans offered by the Company and inform the Company if a tenant requests a budget billing plan.
5. Breach and Consequences.
- a. The Community Solar Garden Operator is responsible for any obligation of the Landlord specified in this Addendum.
 - b. The Company has no obligation to assure compliance with the provisions of this Addendum. However, at any time the Company can request information or documents from the Community Solar Garden Operator to help inform the Company whether there has been compliance, or non-compliance, with these provisions. Failure of the Community Solar Garden Operator to timely provide reasonably requested information or documents shall create a presumption that the Subscription in question has been an Ineligible Subscription.
6. Changes to Addendum
- The provisions in this Addendum may change over time. The Community Solar Garden Operator shall comply with the tariffed version of this Addendum, as the same may be revised from time to time, or as otherwise allowed by an amendment to this Contract approved, or deemed approved, by the Minnesota Public Utilities Commission. In the event of any conflict between the terms of this Addendum and the version in the Company's then-current electric tariff, the version in the Company's then-current tariff shall control.

Date Filed: 11-11-22

By: Christopher B. Clark

Effective Date:

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

President, Northern States Power Company, a Minnesota corporation

Order Date:

(Continued on Sheet No. 9-99.3)

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

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

Section No. 9
Original Sheet No. 99.3

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

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

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

Name of Tenant:

Premise (Property Address, Unit #):

Phone #:

E-mail address:

Tenant Signature:

Date:

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

LOW INCOME ENERGY DISCOUNT RIDER

Section No. 5
9th Revised Sheet No. 95

DISCOUNT PROGRAM

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

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PowerOn PROGRAM

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

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

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

Medical Affordability PROGRAM

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

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

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TERMS AND CONDITIONS OF SERVICE

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

(Continued on Sheet No. 5-96)

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

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

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

MINNESOTA ELECTRIC RATE BOOK - MPUC NO. 2

LOW INCOME ENERGY DISCOUNT RIDER
(Continued)

Section No. 5
12th Revised Sheet No. 96

TERMS AND CONDITIONS OF SERVICE (Continued)

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

PROGRAM SURCHARGE

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

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

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

Date Filed:	10-01-18	By: Christopher B. Clark	Effective Date:	01-01-19
		President, Northern States Power Company, a Minnesota corporation		
Docket No.	E002/M-04-1956 & E002/GR-15-826		Order Date:	09-26-14 &

06-12-17

ATTACHMENT C

Minn. Reporting and Consumer Protection Statutes Cited by Xcel Energy

§216B.029, 216B.091, 216B.096, 216B.095, 216B.0976, and 216B.098

§ 216B.029 Standards for Distribution Utilities.¹

- b) Reliability standards must be based on the system average interruption frequency index, system average interruption duration index, and customer average interruption duration index measurement indices. Service quality standards must specify, if technically and administratively feasible:
 - (1) average call center response time;
 - (2) customer disconnection rate;
 - (3) meter-reading frequency;
 - (4) complaint resolution response time;
 - (5) service extension request response time;
 - (6) recording of service and circuit interrupter data;
 - (7) summary reporting;
 - (8) historical reliability performance reporting;
 - (9) notices of interruptions of bulk power supply facilities and other interruptions of power; and
 - (10) customer complaints.

§ 216B.091 Monthly Reports.²

- a) Each public utility must report the following data on residential customers to the commission monthly, in a format determined by the commission:
 - (1) number of customers;
 - (2) number and total amount of accounts past due;
 - (3) average customer past due amount;
 - (4) total revenue received from the low-income home energy assistance program and other sources contributing to the bills of low-income persons;
 - (5) average monthly bill;
 - (6) total sales revenue;
 - (7) total write-offs due to uncollectible bills;
 - (8) number of disconnection notices mailed;
 - (9) number of accounts disconnected for nonpayment;
 - (10) number of accounts reconnected to service; and

¹ <https://www.revisor.mn.gov/statutes/cite/216B.029>

² <https://www.revisor.mn.gov/statutes/cite/216B.091>

- (11) number of accounts that remain disconnected, grouped by the duration of disconnection, as follows:
 - (i) 1-30 days;
 - (ii) 31-60 days; and
 - (iii) more than 60 days.
- b) Monthly reports for October through April must also include the following data:
 - (1) number of cold weather protection requests;
 - (2) number of payment arrangement requests received and granted;
 - (3) number of right to appeal notices mailed to customers;
 - (4) number of reconnect request appeals withdrawn;
 - (5) number of occupied heat-affected accounts disconnected for 24 hours or more for electric and natural gas service separately;
 - (6) number of occupied non-heat-affected accounts disconnected for 24 hours or more for electric and gas service separately;
 - (7) number of customers granted cold weather rule protection;
 - (8) number of customers disconnected who did not request cold weather rule protection; and
 - (9) number of customers disconnected who requested cold weather rule protection.
- c) The data reported under paragraphs (a) and (b) is presumed to be accurate upon submission and must be made available through the commission's electronic filing system. A monthly report must be filed with the commission no later than 45 days after the last day of the month for which data is reported.

§ 216B.096 Cold Weather Rule.³

Subd. 5. **Cold weather rule.** During the cold weather period, a utility may not disconnect and must reconnect utility heating service of a customer whose household income is at or below 50 percent of the state median income if the customer enters into and makes reasonably timely payments under a mutually acceptable payment agreement with the utility that is based on the financial resources and circumstances of the household; provided that, a utility may not require a customer to pay more than ten percent of the household income toward current and past utility bills for utility heating service.

Subd. 11. **Reporting.** Annually on November 1, a utility must electronically file with the commission a report, in a format specified by the commission, specifying the number of utility heating service customers whose service is disconnected or remains disconnected for nonpayment as of October 1 and October 15. If customers remain disconnected on October 15, a utility must file a report each week between November 1 and the end of the cold weather period specifying:

- (1) the number of utility heating service customers that are or remain disconnected from service for nonpayment; and
- (2) the number of utility heating service customers that are reconnected to service each week. The utility may discontinue weekly reporting if the number of utility heating

³ <https://www.revisor.mn.gov/statutes/cite/216B.096>

service customers that are or remain disconnected reaches zero before the end of the cold weather period.

The data reported under this subdivision are presumed to be accurate upon submission and must be made available through the commission's electronic filing system.

§ 216B.0975 Disconnection During Extreme Heat Conditions.⁴

A utility may not effect an involuntary disconnection of residential services in affected counties when an excessive heat watch, heat advisory, or excessive heat warning issued by the National Weather Service is in effect. For purposes of this section, "utility" means a public utility providing electric service, municipal utility, or cooperative electric association.

§ 216B.0976 Notice of Utility Disconnection.⁵

Subd 1. **Notice required.** Notwithstanding section 13.685 or any other law or administrative rule to the contrary, a public utility, cooperative electric association, or municipal utility must provide notice to a statutory city or home rule charter city, and to the department, as prescribed by this section, of disconnection of a customer's gas or electric service. Upon written request from a city or the department, on October 1 and November 1 of each year, or the next business day if that date falls on a Saturday or Sunday, a report must be made available to the city or the department of the address of properties currently disconnected and the date of the disconnection. Upon written request from a city or the department, between October 1 and April 30, daily reports must be made available of the address and date of any newly disconnected properties.

A city provided notice under this section must provide the information on disconnection to the police and fire departments of the city within three business days of receipt of the notice.

For the purpose of this section, "disconnection" means a cessation of services initiated by the public utility, cooperative electric association, or municipal utility that affects the primary heat source of a residence and service is not reconnected within 24 hours.

Subd. 2. **Data.** Data on customers that are provided under subdivision 1 are private data on individuals or nonpublic data, as defined in section 13.02.

§ 216B.098 Residential Customer Protections.⁶

Subd 1. **Applicability.** The provisions of this section apply to residential customers of public utilities, municipal utilities, and cooperative electric associations. Each municipal utility and cooperative electric association may establish terms and conditions for the plans and agreements required under subdivisions 2 and 3.

⁴ <https://www.revisor.mn.gov/statutes/cite/216B.0975>

⁵ <https://www.revisor.mn.gov/statutes/cite/216B.0976>

⁶ <https://www.revisor.mn.gov/statutes/cite/216B.098>

Subd. 2. **Budget billing plans.** A utility shall offer a customer a budget billing plan for payment of charges for service, including adequate notice to customers prior to changing budget payment amounts. Municipal utilities having 3,000 or fewer customers are exempt from this requirement. Municipal utilities having more than 3,000 customers shall implement this requirement before July 1, 2003.

Subd. 3. **Payment agreements.** A utility shall offer a payment agreement for the payment of arrears. Payment agreements must consider a customer's financial circumstances and any extenuating circumstances of the household. No additional service deposit may be charged as a consideration to continue service to a customer who has entered and is reasonably on time under an accepted payment agreement.

Subd. 4. **Undercharges.**

- a) A utility shall offer a payment agreement to customers who have been undercharged if no culpable conduct by the customer or resident of the customer's household caused the undercharge. The agreement must cover a period equal to the time over which the undercharge occurred or a different time period that is mutually agreeable to the customer and the utility, except that the duration of a payment agreement offered by a utility to a customer whose household income is at or below 50 percent of state median household income must consider the financial circumstances of the customer's household.
- b) No interest or delinquency fee may be charged as part of an undercharge agreement under this subdivision.
- c) If a customer inquiry or complaint results in the utility's discovery of the undercharge, the utility may bill for undercharges incurred after the date of the inquiry or complaint only if the utility began investigating the inquiry or complaint within a reasonable time after when it was made.

Subd. 5. **Medically necessary equipment.**

- a) A utility shall reconnect or continue service to a customer's residence where a medical emergency exists or where medical equipment requiring electricity necessary to sustain life is in use, provided that the utility receives written certification, or initial certification by telephone and written certification within five business days, that failure to reconnect or continue service will impair or threaten the health or safety of a resident of the customer's household.
- b) Certification of the necessity for service is required. Certification may be provided by:
 - (1) a licensed medical doctor;
 - (2) a licensed physician assistant;
 - (3) an advanced practice registered nurse, as defined in section [148.171](#); or
 - (4) a registered nurse, but only to the extent of verifying the current diagnosis or prescriptions made by a licensed medical doctor for the customer or member of the customer's household.

- c) Except as provided in paragraph (d), a certification may not extend beyond six months from the date of written certification.
- d) If a utility determines that a longer certification is appropriate given a particular customer's circumstances, the utility may, at its sole discretion, extend the duration of a certification for up to 12 months.
- e) A certification may be renewed, provided that the renewal complies with this subdivision. A certification may be renewed by the same or another medical professional who meets the qualifications of paragraph (b).
- f) A customer whose account is in arrears must contact and enter into a payment agreement with the utility. The payment agreement must consider a customer's financial circumstances and any extenuating circumstances of the household. The payment agreement may, at the discretion of the utility, contain a provision by which the utility forgives all or a portion of the amount in which the account is in arrears, which, if implemented, extinguishes individual liability for the amount forgiven.

Subd. 6. **Commission authority.** In addition to any other authority, the commission has the authority to resolve customer complaints against a public utility, as defined in section [216B.02, subdivision 4](#), whether or not the complaint involves a violation of this chapter. The commission may delegate this authority to commission staff as it deems appropriate.