



Oregon Public Utility Commission
201 High Street SE, Suite 100
Salem, OR 97301-3398

July 1, 2022

RE: UM 1930 – Community Solar Program: Staff Draft Recommendation and Request for Comments Use of Agent Subscription Model

Dear Chair Decker, Commissioner Tawney and Commissioner Thompson,

Oregon Shines and the Project Managers (PMs) it represents thanks Staff and the Program Administration team for the extensive research they have conducted and the explanation they have set forth regarding the issues raised in the use of the agent subscription model within the Oregon Community Solar Program (ORCSP).

Staff's recommendation defines the agent subscription model (Model) as "one where limited power of attorney is granted to an agent, typically a Subscription Manager or Project Manager, which allows the agent to:

- administer the participant's electric utility account;
- subscribe the participant to a Community Solar project; and provide the participant with a consolidated bill, paid to the agent instead of the utility."

We believe that our use of an agency agreement is in line with Staff's recommendations, but we would like to take this opportunity to request that Staff make it abundantly clear what can and can't be included in an agency agreement and what the process is for PMs or subscription managers to have their agency agreements reviewed and approved. In reading this definition, it is not clear to us if all three of these conditions must be met within an agency agreement for it to be considered not permitted within these recommendations or if just one of the three conditions would preclude an agency agreement from being used.

It is also not clear to us what "subscribe the participant to a Community Solar project" means in this context. As we and other PMs have expressed in the past, program simplification is a key aspect to successful residential recruitment. To be competitive in the community solar space, a single touchpoint sign-up process is essential. This is made possible through the use of an agency agreement and we have used this model in order to allow us to do the following:

1. Size a customer's subscription after a customer has agreed to our Terms and Conditions. This avoids unnecessary back and forth with the customer as well as avoids a substantial amount of churn as we are not having to send a contract for signature separate from the initial sign-up process. Every additional step eliminated from the sign-up process eliminates a chance for churn.
2. Move a customer into a different project if it is deemed necessary. We allow customers to select the project they'd like to be subscribed to on our sign-up form and do our best to slot the customer into that project. However, we do have the ability to move the customer into a different project via our agency agreement "if Oregon Shines reasonably determines that such transfer will benefit Subscriber". This can be necessary for several reasons, namely if the project they selected is full, is drastically delayed, or if the project has been deemed eligible for other



incentives that would require a different subscriber makeup. This gives us flexibility while also keeping the customer in a project that will best benefit them.

Would these two actions be considered “subscribing the participant to a Community Solar project”? We urge Staff to more clearly define this condition as we believe the two actions listed above are fundamental to successful residential recruitment. Establishing authority to complete these two actions with customer consent gathered on our sign-up form gives us the ability to complete the customer’s subscription process with the ORCSP while also benefiting the customer in three key ways:

- Convenience. In our experience, the most important recruitment strategy (especially for residential customers) is having the sign-up process be as convenient and straightforward as possible. With our limited use of an agency agreement, we can make this one easy step.
- Subscription flexibility. Since we can size a customer’s subscription after receiving their consent to our terms and conditions, we can make sure that we size subscriptions in line with Program recommendations. We can also adjust a customer’s subscription size if they are at risk for oversubscription which ultimately protects the customer from any potential oversubscription charges.
- Avoiding unnecessary customer action. Should there arise a situation where a customer needs to be slotted into a different project, we are able to do this without getting the customer involved. In our experience, there are two driving factors for a customer to participate in the ORCSP. One is supporting clean energy and the second is savings. Both of these goals are satisfied no matter the project the customer is subscribed to and we believe the convenience and flexibility that is afforded to the customer and the PM or subscription manager through the ability to slot the customer into the project that will most benefit them is essential.

To be clear on our use of an agency agreement, our agreement does not allow us to:

- Act as a payment intermediary between the customer and the utility.
- Manage utility communications sent to a customer.
- Send a separate invoice to a customer in lieu of a utility bill.
- Access or control a customer’s utility account.

Staff’s recommendation lays out four reasons for not permitting the use of an agent subscription model:

- I. does not provide significant additional benefits for participants;
- II. creates risks for participants and the Program;
- III. creates specific, additional barriers for low-income participation;
- IV. would require additional ratepayer funds to implement.

Since these outcomes are specifically tied to the aspects of an agency agreement discussed in Staff’s recommendations (i.e. acting as a payment intermediary and accessing/controlling a customer’s utility account) we believe that our limited use of an agency agreement does not contribute to these outcomes since we do not establish the ability to do either in our agreement.

Conclusion

We ask that Staff and the Commission provide a precise definition of what an agent subscription model can and cannot include. We understand and appreciate the issues that Staff are trying to avoid through the issuance of these recommendations, but we believe that the community solar market has proven that



the use of an agency agreement in some shape or form is necessary for successful residential recruitment. In order to provide a program that is attractive, convenient and satisfying for residential customers, it will be necessary for Staff to hone in on the exact attributes of the Model that do not meet the goals of the ORCSP and clearly communicate these attributes and why they are not permitted to PMs and subscription managers. A clear process for the review and approval of an agent subscription model should also be determined so that there is no ambiguity regarding what a PM can and cannot do with its agency agreement.

Thank you for your time and consideration.

Sincerely,

Carly Sellers
Program Manager
Oregon Shines