



Solarize Rogue

Promoting the adoption of solar energy in the Rogue Valley

Residential, Business, Community

14 FEB 2023

Oregon Public Utilities Commission
Community Solar Program

RE: New Proposed Modifications to CSP PIM, 31 JAN 2023, UMB-1930, Community Solar Program (CSP)

Dear Sir or Madam,

This comment relates to Item 3, Clarifying Participant Contract Requirements (Section 3.13.1).

As we understand this proposal, the Program wants to disallow Project Managers from signing contracts with individuals on a waitlist who have not yet been assigned a slot in an active project. We interpret this proposal as an attempt to prevent participant abuse by the Project Manager as a result of signing a contract when no slot is available to assign to the participant. Preventing participant abuse has always been a commendable top priority for the Community Solar Program. Unfortunately, the proposed solution can result in an unintended but direct financial impact to the project by delaying the time required to replace a subscriber when they leave. This delay can be significant and material for small projects that cannot absorb the loss of income.

While not at all minimizing the Program's concern for the participant, we respectfully submit that other alternatives are available that do not impose a financial strain on a project and yet protect a waitlisted participant to the full extent of the law. One such example would be to include standard language in the contract that specifically states that while the participant remains waitlisted, the participant has no obligations whatsoever, financial or otherwise, to the project and/or the Project Manager, and that the Project Manager has no legal recourse against the participant, regardless of the circumstances, until the participant is assigned a slot in a project and a second confirmation document is executed whereby the participant accepts the slot. In other words, until the participant has been assigned a slot in a project and the participant agrees to be assigned a slot, the participant can cancel the contract at any time and for any reason, and not owe the Project Manager any fees, administrative or otherwise for said cancelation.

We believe that a modification to contract language that limits the financial exposure by all parties is a better, simpler solution and has the same outcome of protecting the participant and the project than the total ban hereby proposed by the Program.

Thank you for the opportunity to opine on this matter.

Sincerely yours,

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