

Arcadia

April 18, 2023

Oregon Public Utility Commission

Docket # UM 1930 - Community Solar Program

Re: Staff's Draft Modifications to Community Solar Program Implementation Manual

I. Introduction

Arcadia provides this additional set of comments to Staff's second set of draft modifications to the Community Solar Program (CSP or Program) Program Implementation Manual (PIM). Thank you for the opportunity to provide additional context regarding Staff's proposal. Arcadia appreciates staff's further consideration of modifications to improve the program and ensure that customers enjoy a positive experience.

These comments focus on two discrete items: (1) the subscriber manager capacity limits in PIM Section 1.5, and (2) modifications to the standard contract template in PIM Section 3.13. Arcadia also reiterates our support for a modification to the PIM to allow Project Managers to build a subscribed waitlist where customers may subscribe to projects that are expected to come online in the near future or are already energized but may see customer attrition and need new customers to backfill.

II. Subscription Manager Capacity Limits

The PIM states, "For the Second Offering, capacity limits will also be applied to Subscription Managers to support customer choice within the Program. A single Project Manager or Subscription Manager may not reserve or service more than 50 percent of the Second Offering capacity available in PGE or Pacific Power service territories..."¹ Arcadia understands that this requirement in the PIM is intended to ensure that a single customer may have access to multiple community solar offerings.

The amount of Program capacity in the Second Offering is 78.87 MW-AC. At least 50 percent of the Project's capacity in the Second Offering must be subscribed by residential customers. Based on these dynamics, there are roughly 13,000 residential customers (assuming an average allocation of 3 kW) who will actually be able to participate in the CSP in Oregon out of over one million residential customers who could potentially participate within the PGE and Pacific Power service territories. This means that the average customer will be lucky to receive

¹ Staff's Draft Modifications to PIM, January 31, 2023, at page 7.

even *one* offer to participate in the Program, and it is very unlikely that the customer will receive multiple offers.

If this were a larger program that served more customers, the enumerated goal of the capacity cap for Subscription Managers in the PIM could potentially address customer choice. However, Arcadia asserts that such a requirement in the Oregon market would actually inhibit multiple Project Managers from utilizing the shared resources of a Subscription Manager who has both the knowledge and resources to subscribe residential customers to the CSP. Restricting the use of Subscription Managers may unintentionally limit residential access to the CSP.

Additionally, the structure of the Oregon market makes this requirement difficult to implement. First, the Low-Income Facilitator may perform subscription acquisition services on behalf of the Project Manager for some portion of the project's capacity. Further, the Subscription Manager may perform subscription acquisition services for only a portion of a project, for example the residential portion. As a result, the capacity cap on Subscription Managers may provide an even greater limit than the 50 percent cap is intended to provide, especially when the Subscription Manager performs such services for more than one Project Manager. Given these dynamics, Arcadia recommends that Staff remove the capacity cap for Subscription Managers in the Second Offering.

III. Modifications to the Standard Contract Template.

The proposed modifications to the PIM include the following: “Project Managers must use the Program’s standard contract template for all contracts with residential Participants. For residential customers, this contract is the only agreement that Project Managers or their Agents may sign with the customer related to the Community Solar Program; all terms and conditions related to the customer’s participation must be included in the Participation Agreement.”² However, the standard contract template does not currently include language allowing for the specific changes set forth in Subsection 4 of Section 3.13 entitled “Permissible Modifications to Participant Contracts After Execution.”

Given this language, Arcadia requests clarity as to whether the standard contract template may be modified to include the program flexibility contemplated in Commission Order 22-363. Arcadia requests that the language in the PIM be modified to state, “Such standard contract template may be modified to address the allowable activities provided in Commission Order 22-363 and set forth in the Permissible Modifications to Participant Contracts After Execution.”

² Staff’s Draft Modifications to PIM, January 31, 2023, at page 40.

This language may be included in the body of the PIM itself or in a footnote embedded within Section 3.13 of the PIM. Arcadia believes that this amendment will reduce any ambiguity during the interim period while Staff develops and publishes an updated draft of the standard contract template.

IV. Conclusion

Arcadia thanks you for your time and consideration of these additional comments and recommendations. We look forward to continuing to participate in Oregon's Community Solar Program and working with the Commission and its Staff to ensure that the CSP is a successful program going forward.

Sincerely,



Angela Navarro
Head of State Regulatory Affairs
Arcadia