



December 8, 2021

Via Email

Chair Megan Decker  
Commissioner Letha Tawney  
Commissioner Mark Thompson  
Oregon Public Utility Commission  
201 High Street SE, Suite 100  
Salem, OR 97301-3398

RE: Community Solar Program Modifications  
Docket No. UM 1930

Dear Commissioners:

Common Energy, LLC (“Common Energy”) respectfully submits these comments in response to Oregon Public Utility Commission (“OPUC”) Staff’s request for comment on proposed modifications to the Community Solar Program Implementation Manual (the “PIM”) dated November 23, 2021.

## **I. INTRODUCTION TO COMMON ENERGY**

Common Energy is currently engaged by Solar Town LLC, which is the Project Manager for multiple pre-certified projects, and Common Energy is an authorized participant in Oregon’s Community Solar Program.<sup>1</sup>

Common Energy is one of the largest community solar providers in the country, operating in nine states and serving approximately 15,000 subscribers. Common Energy has won numerous state awards for its work in community solar, and its personnel are recognized experts in community solar programs. Common Energy’s Board of Directors and advisors include some of the country’s leading experts in energy and energy law.

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<sup>1</sup> Additional information about the pre-certified projects is available on the Program Administrator’s website under “Project Finder,” <https://portal.oregoncsp.org/p/ProjectFinder>.

## II. COMMENTS ON THE PIM

Common Energy recommends the PUC adopt certain minor clarifications in the PIM as described below.

### A. **Enable Subscribers to Enroll to Community Solar Projects Generally and Not a Specific Project, and to Receive Project-Specific Information After Enrollment and Utility Review**

Common Energy recommends modifying the PIM to provide greater flexibility to initially enroll subscribers without specifying the exact project to which they will ultimately subscribe. This change would be consistent with the approach taken in other leading community solar states, such as Illinois, and provide greater flexibility and efficiency and ensure that subscribers are subscribed to an energized solar project at the earliest possible date. Importantly this change is the simplest approach for consumers, and maximizes consumer confidence in the decision to subscribe to community solar. At the same time it does not minimize or eliminate *any* consumer protections.

The PIM appears to assume that Project Managers and Subscribers will execute contracts for *a single* specific project. This is inconsistent with the OPUC's rules and harmful to the program's development and ultimate success. OPUC's rules clearly envision that a Subscriber may enroll in "one *or more* projects."<sup>2</sup> However, the PIM and current mandatory contract forms assume that a Subscriber is enrolling to specified physical project and does not clearly enable Subscribers to be enrolled to the first available project.<sup>3</sup>

This default approach is limiting and burdensome and provides little or no value to the consumer. A consumer contracts for community solar in order to obtain the benefit of solar energy and for the specified costs savings. A consumer is economically agnostic as to which physical solar array provides him or her with those benefits, provided that the terms agreed to are honored.

Therefore the rules should require an executed contract for community solar, but not to specify the individual project. To the extent that the OPUC determines that there is a public policy benefit to specifying a project, it should be enough for the Project Manager or its agent to notify the consumer of the specific project prior to energization and the provision of electricity, and offer the consumer the ability to opt out should there be a reason to do so.

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<sup>2</sup> OAR 860-088-0090(1) (emphasis added).

<sup>3</sup> See, e.g., Proposed Modifications to the PIM at 40 (Nov. 23, 2021) (showing current text requiring contracts to provide information about "the Project").

As the OPUC is aware, there is substantial complexity in developing community solar projects. As a result, the timing of their completion can be uncertain. A scheduled project may be delayed or cancelled, in which case, it would be in the public interest for consumers desiring community solar to be assigned to the earliest available project. Doing so will lead to reduced customer confusion, higher customer satisfaction and greater customer participation.

Common Energy believes that the public interest is best served by consumer rules that are clear and make the most sense from the point of view of consumers (who by definition are not regulatory or legal or utility experts), provided that those rules fully and adequately protect the consumer. But under the default rules that appear to currently apply, the *Subscriber* is asked to make sense of why projects are delayed, what that means, whether it is safe to contract with yet another project, etc. More legal paperwork can be intimidating, and it can be particularly confusing for subscribers to feel like they are being asked to make what may seem like an obvious decision to switch from a delayed project to an operating one. Indeed, project delays alone leave Subscribers feeling disgruntled and frustrated. It could be especially discouraging, frustrating and confusing when a Subscriber hears by word of mouth that her project is delayed but her friend's project—perhaps with the same Project Manager—is not.

A streamlined approach is needed. Common Energy proposes to clarify the PIM and default contract templates so as to more easily allow Subscribers to enroll in Community Solar under the OPUC's jurisdiction, without stipulating to a specific project. In Illinois, for example, this occurs through filling in a project name as "pending" or "not yet identified." Then, after a Subscriber is enrolled (and their respective utility has confirmed their eligibility), the Project Manager could assign the Subscriber to one of the potential projects and provide project-specific information in a subsequent notice to Subscribers.

As a related matter, to ensure there is no confusion by the subscriber, the Project Manager should be required to confirm in writing with the subscriber the exact project and savings estimate after a specific project has been identified and the relevant information is submitted to the utility

**B. Common Energy Recommends Not Unduly Restricting Customer Enrollment**

Finally, Common Energy strongly recommends *not* adopting the proposed language that would require Project Managers to “cease enrolling new customers while the request [for a Project Amendment] is pending.”<sup>4</sup> This would be an unnecessary and undesirable change. There are existing mechanisms to ensure service and quality experience for Subscribers. The proposed change risks disruption to the program via start-stop of enrollment while the request is pending. Further, Program Administrator action along these lines can be disruptive to Project Managers, interrupts income for newly-created jobs (e.g., door-to-door enrollment teams), and deprives potential Subscribers of program benefits. All without clear or quantifiable public interest benefits.

The OPUC has a substantial history of recognizing that well-intentioned rules that micromanage commercial relationships in open markets have a way of producing unintended results.

**II. CONCLUSION**

Common Energy appreciates this opportunity to comment and looks forward to working with the OPUC on the continuing implementation of a thriving Community Solar Program in Oregon.

Dated this 8th day of December 2021.

Respectfully submitted,

/Malcolm D. Bliss/

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<sup>4</sup> Proposed Modifications to the PIM at 66 (Nov. 23, 2021).