

# Arcadia

July 6, 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 Power, Inc. ("Arcadia") provides these comments to the Oregon Public Utility Commission Staff ("Staff") regarding Staff's request for comments ("Request") on the 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 three specific items: (1) proposed modifications to the standard contract for low-income customers in PIM Section 3.13.1, (2) the use of conditional contracts to manage waitlists in PIM Section 3.13.5, and (3) the subscriber manager capacity limits in PIM Section 1.5.

## **II. Background on Arcadia**

Arcadia is an energy technology company that builds the software necessary for all consumers to realize the full benefits of clean energy. An important sector of the energy system that is served with Arcadia's software is community solar, where Arcadia manages the community solar subscriptions of more than 150,000 subscribers across projects totaling more than 1.6 gigawatts ("GW") in fourteen states.

In Oregon, Arcadia recently acquired Oregon Shines' subscription portfolio of nearly 84 MWdc. Through this acquisition, Arcadia will serve a mix of customers across Oregon's community solar market. Arcadia looks forward to continuing to work with Staff and the CSP Program Administrator to ensure that Arcadia's management of this portfolio enhances the Oregon community solar market.

## **III. Proposed Modifications to the Standard Contract for Low-Income Customers**

PIM Section 3.13.1 includes the provisions that are mandatory for inclusion in the subscription contract. Staff's proposed modifications are aimed at streamlining these terms, primarily for low-income subscribers. Staff's intention is to "reflect a revised contract that is

simpler and shorter.” Further, Staff states that the contract modifications “provide more information pertinent to LI Participants and remove language no longer relevant to the Program.” Arcadia agrees that the amendments to PIM Section 3.13.1, which will be reflected in an amended standard contract template, will provide an enhanced customer experience. As such, Arcadia supports such modifications.

#### **IV. The Use of Conditional Contracts to Manage Waitlists**

In the prior version of the draft PIM, Staff recommended not allowing Project Managers (“PM”) or their agents to utilize a subscribed waitlist, whereby a subscriber signs a subscription contract for future participation in a community solar subscription. Arcadia and others submitted comments regarding the inflexibility that such a recommendation would impose upon the Oregon CSP. As such, Staff now proposed to allow the utilization of a contracted waitlist, subject to the following requirements:

- The PM or Subscription Manager (“SM”) for a project that has received certification or pre-certification for a project that does not have available capacity, may allow a subscriber to sign a Conditional Subscription Contract, which shall be made available by the Program Administrator as a standard contract template.
- The PM or SM may not utilize Conditional Subscription Contracts for more than 25% of the capacity of the project.
- The Conditional Subscription Contract must include a copy of the Subscription Agreement that would govern the participant’s subscription once they are enrolled on a project.
- The PM or SM must communicate to the participant every three months regarding their place on the waitlist.
- Once the participant is placed on a project, the participant is not required to sign a new contract. However, the PM or SM must provide the participant with an updated subscription contract and must wait 5 days before placing the customer on the project.

Arcadia appreciates Staff’s inclusion of a contracted waitlist, as this will allow for program flexibility, especially as the CSP is designed as a program that allows subscribers to easily move or leave the program and SMs or PMs must then replace that subscription allocation. There are a number of dynamics of this process that would add significant complexity to a market that is already highly complex. For example, the customer will essentially have two similar contracts (a Conditional Subscription Contract and a standard Subscription Agreement)

presented at the time of enrollment. Further, calculating and keeping track of the 25% limit may be difficult as customers move from the waitlist to enrollment.

These complex mechanics could be simplified by utilization of the standard Subscription Agreement with a one-page brochure stating the nature of the waitlist, rather than the requirement to utilize a fully developed second subscription contract. Further, Arcadia continues to support removal of a cap on the total allocation allowed for the subscribed waitlist, as the number of customers on the waitlist will be dynamic and calculation of the 25% may prove difficult. Ultimately, there is no downside to interested consumers being placed on a waitlist versus the alternative of being turned away from the program entirely because of the waitlist cap.

## **V. Subscription Manager Capacity Limits**

The SM capacity limit is set forth in Section 1.5.2 of the PIM, as follows: “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...” Arcadia appreciates Staff’s consideration of our request to remove the capacity limit for SMs. As Staff stated in the Request, “Staff finds these comments and capacity limits to be important and will address separately with stakeholders soon to avoid further delaying the current PIM modifications under consideration.”

Arcadia understands that this issue may be taken up at a later time. However, Arcadia fully supports raising these capacity limits for SMs for the reasons previously provided in Arcadia’s comments submitted to the docket on April 18, 2023. Arcadia’s experience is that applying capacity limits to SMs in the Oregon CSP prohibits multiple PMs from utilizing the shared resources of an SM who has both the knowledge and resources to subscribe residential customers to the CSP. Moreover, the cap restricts competition in the market, as any SM that has hit its cap is precluded from offering its services to PMs for new capacity. This is especially so where there are only a few SMs who work within the Oregon market, and therefore the options regarding SM utilization are limited.

In essence, where there are few options available in the market, the CSP cap actually limits the ability to further the goals of the program and engage residential customers. As such, restricting the use of SMs may unintentionally limit residential access to the CSP. Arcadia continues to recommend that the Commission remove the capacity cap for Subscription Managers in the Second Offering.

## **VI. 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