

**PUBLIC UTILITY COMMISSION OF OREGON
STAFF REPORT
PUBLIC MEETING DATE: December 17, 2019**

REGULAR X **CONSENT** **EFFECTIVE DATE** **N/A**

DATE: December 9, 2019

TO: Public Utility Commission

FROM: Natascha Smith

THROUGH: Michael Dougherty and JP Batmale **SIGNED**

SUBJECT: OREGON PUBLIC UTILITY COMMISSION STAFF:
(Docket No. UM 1930)
Community Solar Program Implementation Manual.

STAFF RECOMMENDATION:

The Oregon Public Utility Commission (OPUC or Commission) should approve OPUC Staff's (Staff) proposals to adopt the Community Solar Program Implementation Manual and waive OAR 860-088-0040(3) to ensure program functionality.

DISCUSSION:

Issue

Whether the commission should adopt Staff's proposal for the Program Implementation Manual.

Applicable Law

ORS 757.386(2)(a) directs the Commission to establish a program that provides electric customers with the opportunity to share the costs and benefits of solar generation.

Section (2)(b) directs the Commission to adopt rules that, at minimum:

- (A) Incentivize consumers of electricity to be owners or subscribers;
- (B) Minimize the shifting of costs from the program to ratepayers who do not own or subscribe to a community solar project;
- (C) Where an electric company is the project manager, protect owners and subscribers from undue financial hardship; and
- (D) Protect the public interest.

On June 29, 2017, the Commission adopted formal rules for Oregon's Community Solar Program under OAR Division 88 of Chapter 860.¹

Background

Senate Bill 1547 directed the Commission to establish a community solar program (Program or CSP) for customers of Portland General Electric, Pacific Power, and Idaho Power.² The PUC followed that directive and through an extensive stakeholder process, formulated rules to guide the Program's development.³ When the Commission adopted administrative rules for the CSP, it recognized that certain Program decisions would be best resolved later in the implementation process.⁴

This memo focuses exclusively on the Program Implementation Manual (PIM). A separate Commission process addressed broader policy issues related to interconnection, bill credit, Low-income participation requirements, and the transition between start-up and ongoing costs.⁵ Outstanding issues from that process along with all other implementation decisions are addressed in this memo and the PIM, Attachment A. The PIM is the outward facing document providing Program information for Project Managers and Participants. The PIM does not contain the totality of CSP management protocols and reporting by OPUC Staff and the Program Administrator (PA) to the Commissioners.

This public meeting memo represents the culmination of months of work, many rounds of stakeholder comments and workshops, and close collaboration between Staff and the PA. In March 2019, the State of Oregon executed a contract for PA and Low-Income Facilitation (LIF) services with Energy Solutions, a mission-focused, employee-owned, clean energy consulting firm that provides industry-leading research, engineering, and program management services to utility, government, and private sector clients across North America. Energy Solutions brings over two decades of experience designing and administering nationally recognized and award-winning market transformation

¹ OAR 860-880190(1) provides "A Program Implementation Manual will be developed jointly by the Program Administrator and Commission Staff through a public process and adopted by Commission order. (2) The Program Implementation Manual will describe and inform the roles of the Program Administrator, the Low-Income Facilitator, and Commission Staff in implementing the Community Solar Program."

² SB 1547 Sec. 22. Section 22 of Senate Bill (SB) 1547, effective March 8, 2016, codified in ORS 757.386. On June 29, 2017, The Commission adopted formal rules for Oregon's Community Solar Program (CSP) through Order No. 17-232.

³ Division 88 of Chapter 860 of the Administrative Rules.

⁴ There are eight instances where the administrative rules designate additional information or decisions to be provided in the PIM.

⁵ Commission Order No. 19-329, *Final Elements for Community Solar Program Adopted*, UM 1930 (2019).

programs. Energy Solutions' senior staff have leveraged their extensive experience, lessons learned and best practices to launch a best-in-class Community Solar Program for the state of Oregon. Energy Solutions' strong foundation of solar program administration is bolstered by the deep experience of Energy Trust of Oregon (Energy Trust) and Community Energy Project (CEP) as subcontractors. Both Energy Trust and CEP have implemented a wide range of energy programs in Oregon. Their ongoing work with diverse communities and stakeholder groups has contributed to a strong, equitable, and locally-appropriate program design. As CSP subcontractors and members of the PA Team Energy Trust assists with various aspects of project management and consumer protect while CEP functions as the LIF, overseeing and shaping all associated activities.

The Program Administrator team has been instrumental in designing Program policies and executing on Program deliverables in collaboration with the Commission, participating investor-owned utilities, and a variety of program stakeholders. Since executing the contract for PA and LIF services, Energy Solutions and its subcontractors have led multiple workshops and facilitated dedicated stakeholder engagement, as well as the development of Program tools and resources including but not limited to:

- The official Community Solar Program website and Project platform,
- Official program marketing collateral,
- Utility integration data and exchange processes,
- Rate analysis models,
- Internal and Low-income operations procedures,
- Consumer protection and dispute resolution processes, and
- The final Program Implementation Manual and associated documents.

The PIM represents dozens of administrative and procedural decisions, which cannot all be discussed in detail here. Instead, Staff highlights how the PIM addresses issues deferred to the CSP implementation process, those requiring a change to the administrative rules, and issues that spurred extensive discussion either within the PA or with stakeholders.

Development and approval of the PIM is the last major step in the four-year, development process. Approval of the PIM will allow the Program to launch in January 2020 as shown in the figure below.

Figure 1: Remaining steps to launch the CSP



Analysis

Process and Method

Since March 2019, Staff and the PA team, with input from stakeholders, have worked to formulate a PIM to implement the program as laid out by the legislature and Commission. The PIM includes specific requirements from applicable legislation, administrative rules, and Commission orders, filling in the gaps where necessary.

Stakeholder engagement was central to the development of the PIM. Staff is thankful for the participation and input provided by stakeholders at each step of the PIM development process. Drafting of the PIM started with input gathering through stakeholder surveys, followed by multiple drafts, workshops, written comments, and rounds of revision.⁶

PA and Staff worked to create a draft on which Stakeholders had an opportunity to submit written comments and/or take part in one or more workshops. Stakeholders' written comments on the PIM drafts are included in Attachment B. These comments were reviewed, and where appropriate, incorporated into the PIM.

⁶ An additional stakeholder process was implemented for policy lane decision topics that also included written comment and workshops with stakeholders.

Table 1: Stakeholder Input into the PIM

Date	Stakeholder Action	Topic
4/23/19	Survey	Project Manager Requirements
5/3/19	Survey	Pre-Certification
5/10/19	Webinar	CSP Structure and Process
Date	Stakeholder Action	Topic
6/12/19- 6/26/19	Written Comments	PM Chapter
7/3/19- 7/16/19	Written Comments	Pre-Certification, Certification, Project Requirements, & Contract Template
7/11/19- 10/18/19	Webinar	Pre-Certification, Certification, & Project Requirements
8/26/19	Workshop	Topics not covered in the PIM (and interconnection)
10/4/19	Written Comments	Subscriptions & Billing
9/21/19	Webinar	PIM Changes & Updates

PIM Contents

The PIM begins with an introductory chapter, which provides an overview of the program goals and design, and program definitions used throughout the PIM. The PIM then has five substantive chapters, which lay out Requirements for Projects, Project Managers, and Program Participants.

- *Project Manager*: The Project Manager chapter details the requirements and process to register to be a CSP Project Manager (PM). This chapter also provides the Code of Conduct, which regulates Project Managers' practices in dealing with customers as well as the disciplinary probation process. Lastly, the chapter provides the dispute resolution process.
- *Project Requirements*: The requirements chapter details the technical and procedural requirements that a Project must meet to take part in the Program. It also outlines requirements for Participant eligibility as well as the Low-income requirements.
- *Project Pre-Certification*: This chapter focuses primarily on the requirements and process for Project pre-certification but also includes information about capacity limits and queue management, Project amendments and cancellation, and the updates required after a Project is pre-certified.
- *Project Certification*: This chapter primarily focuses on the process and requirements for certifying a Project. Additionally, the chapter details the

requirements for commercial operation, REC reporting and registration, and ongoing management of Participants.

- *Project Participation & Billing*: The last chapter of the PIM focuses on subscription and billing issues. This chapter outlines what information is included on Participants' bills, how to transfer or cancel a subscription, and protections for Participants' data.

Guiding Principles

The PIM contains numerous decisions on how to structure and administer the Program. While the Legislature did not provide an overarching goal of the CSP, it offered the following guidance to the Commission in establishing rules:

- Incentivize electricity consumers to be owners or subscribers;
- Minimize the shifting of costs from the program to ratepayers who do not own or subscribe to a community solar project;
- Where an electric company is the Project Manager, protect owners and subscribers from undue financial hardship; and
- Protect the public interest.⁷

SB 1547 and the administrative rules describe a CSP that allows for various sizes of solar projects managed by a diverse group of PMs. On this basis, Staff finds that a successful CSP will be a viable program that offers a reasonable range of customer choice.

Given these goals and the Legislature's directives, Staff proposed a decision-making framework when developing the PIM that promotes Staff's understanding of the overarching purpose of this Program, while balancing additional required Program outcomes. The seven points to Staff's decision-making framework are listed below:

- Promote Confidence in Program
- Customer protections
- Fairness and Transparency
- Support Project Development
- Timing
- Administrative Efficiency
- Flexibility to Change Over Time

Given the level of cost and risk placed on all ratepayers to stand up the CSP, Staff finds that CSP is best used as a tool to broaden participation in direct solar generation

⁷ ORS 757.386(2)(a).

opportunities, but not as a vehicle for the acquisition of least-cost, least-risk resources. Additionally, Staff finds that CSP design is a valuable tool to include underserved communities typically left out of solar generation opportunities, but is not a particularly efficient means to relieve energy burden relative to mechanisms such as direct bill assistance and weatherization. With this in mind, Staff believes that the CSP design should focus on creating more equitable access to self-generation opportunities.

Capacity Allocation

The allocation of capacity is a vital component of the Program. In order to develop a CSP Project a PM must apply for and be awarded capacity. This section addresses structural decisions made as part of the PIM process regarding capacity and how it is allocated to Projects. Per OAR 860-088-0060(2) the Program Capacity for each electric company is equal to 2.5 percent of the company's 2016 system peak.⁸ The Interim Offering is the amount of capacity available at the launch of the Program. In Order No. 19-392, the Commission approved opening 50 percent of PGE's and PAC's Program Capacity and 100 percent of IPC's program capacity, as shown in the table below.⁹

Table 2: Capacity by Service Territory

	PGE	PAC	IPC
	Capacity Available (MW)	Capacity Available (MW)	Capacity Available (MW)
Small Project Carve Out ¹⁰	11.645	8.075	0
Interim Offering	46.57	32.30	3.28 MW ¹¹
Program Capacity	93.15MW	64.60 MW	3.28MW

1. Application queue and lottery

The administrative rules compel the PA to review applications for pre-certification on a first-come, first-served basis.¹² Stakeholders emphasized that uncertainty over whether

⁸ ORS 860-088-0062(2). Note this is a total of 161.03 MW across PGE, PAC and IPC service territories.

⁹ See Order No 19-392, *Final Elements for Community Solar Program Adopted*, UM 1930, p.2, Nov. 8, 2019.

¹⁰ This carve out applies to Projects smaller than 360 kW as well as projects whose PM is a non-profit or government entity. See Attachment A, p.8.

¹¹ The Commission opened all of Idaho Power's capacity as part of the initial capacity offering to ensure enough available capacity to support the development of a project. Order No 19-392, p.2. The PIM eliminates the carve out in IPC's territory for similar reasons.

¹² OAR 860-088-0040(3) provides "The Program Administrator reviews applications for pre-certification in the order received to determine compliance with applicable requirements and presents applications to the Commission for pre-certification."

additional capacity will be opened, and what bill credit would apply, creates a strong incentive for projects to secure a position within the initial capacity offering to lock in the interim bill credit rate. The PA also highlighted the need to create a process to ensure fairness and transparency in the case where many applications are received in a relatively short period. They warned that insufficient mechanisms to address this scenario could result in the appearance that some Projects enjoyed a technological advantage.

The PIM lays out the process for a lottery if applications exceed available capacity. In the case that demand exceeds available capacity in the first 24 hours following the launch of the Program, a lottery will be used to determine the order in which Projects are received and reviewed. On all other occasions, applications will be received and reviewed on a first-come, first-served basis. The implementation of this procedure would require a waiver of the administrative rule as discussed in more detail below.

Stakeholders provided comment on the lottery through written comments on the Pre-certification chapter of the PIM and in a workshop held in July. Stakeholders split on their support of the lottery. While the majority of stakeholders supported the lottery, others indicated that the lottery raised the level of risk PMs face in developing a CSP Project. Staff does not consider the use of lottery to materially impact a Project developer's level of risk relative to a policy of first-come, first-served, as it would not change the amount of capacity awarded by the Program.

Another stakeholder pointed to unintended consequences that a lottery created for the Illinois' community solar program, where applications were submitted for speculative projects in the hopes that more entries would increase the chance of being selected by the lottery. While Staff recognizes the struggles that a lottery for capacity created in the Illinois program, the Oregon CSP requires a higher threshold for the submission of applications including having secured non-ministerial permits from the appropriate authorities. Staff believes that these threshold requirements, requiring minimum level of Project development and financial investments, will dissuade speculative Projects from submitting applications.

Other stakeholders advocated for a weighted lottery so that Projects meeting desired criteria have a higher chance of receiving capacity. However, stakeholders did not agree on characteristics that should be used to weight the lottery. Some stakeholders wanted a weighted lottery that encouraged Project readiness while another group wanted to weight the lottery based on whether Projects promote community benefits. Staff found that a weighted lottery would advantage certain types of Projects over others, and likely certain groups of Project Managers. While the applicable rules do articulate the desire to promote certain Project attributes, such as the requirement for

Projects to have 10 percent of capacity filled by Low-income Participants or 50 percent of capacity being taken by residential Participants, the promotion of additional Project attributes through a weighted lottery runs contrary to the desire to promote overall fairness in the program. Selecting the characteristics given preference would likely be contentious and time consuming which runs contrary to promoting a functional program on a short timeline. Moreover, implementation of a weighted lottery would increase administrative cost and burden by injecting additional processes into the pre-certification application process.

Staff finds that the blind, un-weighted lottery and its process as laid out in the PIM align with the Guiding Principles. The lottery promotes fairness by counteracting any real or perceived technological advantage that might allow one Project to submit an application before others. Additionally, it supports Project development by giving all Project Managers, not just those whose projects have been in development, an equal opportunity to receive capacity in the queue.

Staff recommends that to allow for the capacity lottery as described in the PIM that the Commission waive OAR 860-088-0040, which requires the PA to evaluate pre-certification applications for capacity in the order received. Staff notes that even with the rule waiver, the lottery would only be used in the circumstances outlined in the PIM.

Projects and Program Manager Participation

While the previous section looked at how capacity is allocated, this section provides an overview of limits on Projects and PMs applying for capacity via the pre-certification process. The administrative rules outline basic requirements for Projects and PMs to participate in the CSP but left some terms to be defined in the PIM.¹³ The PIM further defines and expands these requirements.

1. Project readiness and Pre-certification

Perhaps the most contentious issues Staff came across during the entire PIM process is what level of Project readiness should be required for Pre-certification. While ORS 757.386 requires that the Commission approve applications for Pre-certification, it does not elaborate on what level of Project development is necessary for pre-certification.¹⁴ Developers and the utilities advocated for a higher level of Project readiness, stating that this bar will prevent speculative projects from entering the pre-certification queue. In contrast, community organizations and government entities typically preferred for a lower bar, arguing that a high bar would disproportionately advantage Projects in development prior to the launch of the Community Solar Program.

¹³ OAR 860-088-0060 & -0070.

¹⁴ ORS 757.386.

Ultimately the PIM, quoted below, requires a high bar for most Projects but provides leniency for Projects that qualify for the carve-out:

Projects must complete certain activities prior to applying for Pre-certification, which include:

- Applying for interconnection.
- Completing the utility scoping meeting.
- Completing a utility interconnection study, such as a System Impact Study or pass a Fast Track screening process.

Projects less than or equal to 360 kW-AC or that are managed by a public or non-profit Project Manager are exempted from completing a utility interconnection study and must only provide documentation that they have paid the required deposit for one or more of these studies.

Though Staff recognizes that a lower bar for carve-out Projects could lead to more speculative Projects entering the pre-certification queue, we anticipate that requirements to obtain the necessary insurance and secure non-ministerial permits prior to applying for pre-certification will deter such Projects.

2. Eligibility of Projects Based on Location: Co-location rules

Co-location rules place restrictions on how close related Projects, those exhibiting characteristics of a single development, can be located. OAR 860-088-0070 prohibits co-located Projects within a five-mile radius unless they meet one of the two exceptions.¹⁵ The first exception allows for co-located Projects with an aggregate capacity of 3MW or less. Staff's focus is on the second exception, which allows for co-located Projects within a single municipality or "urban area as defined in the Program Implementation Manual."¹⁶

The PIM echoes the administrative rule and defines the term 'urban area.' The Program defines an urban area using the United States Census Bureau's definition of an Urbanized Area, which includes territories that encompass 50,000 or more people. Stakeholders did not provide any feedback on this decision.

Staff finds that the definition of urban area articulated in the PIM meets the criteria articulated in the guiding principles. The use of the Census Bureau's term urbanized area to define what urban area means under the administrative rules reduces ambiguity and increases confidence that PMs will know how to comply with Project co-location

¹⁵ OAR 860-088-0070(2).

¹⁶ *Id.*

restrictions. Moreover using a definition that was developed independently of the CSP helps to eliminate any perceived preference or bias towards promoting Project development in specific areas. Lastly, using the census Bureau's definition reduces administrative burden in determining which Oregon cities are sufficiently populous to be considered urban areas.

3. Eligibility of Projects in the Interconnection Queue

The administrative rules make clear that operational solar projects or solar projects under construction are ineligible to participate in the Program, but do not address eligibility of projects in the interconnection queue.¹⁷ Stakeholders asked for the PIM to specifically address the eligibility of projects in the interconnection queue, and noted that the stakeholder groups provided input into this issue as part of AR 603.¹⁸ The PIM takes a similar approach to the one recommended by the AR 603 stakeholder group, and clarifies that projects in the interconnection queue can participate in Community Solar so long as they meet Project and Program requirements.

Solar projects in the interconnection queue that are larger than 3 MW-AC in size may apply for Pre-certification as a community solar Project if they reduce the size of the Project to 3 MW-AC or less. However, a solar project larger than 3 MW-AC in size that is in the interconnection queue may not be subdivided into a Community Solar Project(s) and one or more other solar qualifying facilities.¹⁹

The prohibition on construction of projects prior to pre-certification indicates that the Program aims to promote the development of new solar projects in Oregon, instead of simply reclassifying existing solar projects.²⁰ Staff finds that the PIM strikes the appropriate balance between incentivizing the development of new solar projects while creating a fair opportunity for projects already in the interconnection queue to participate, and thus aligns with Program guidelines.

4. Project visits and technical verification

One of the challenges associated with developing a program meant to accommodate a wide range of solar projects is ensuring Project requirements are equally applicable to

¹⁷ OAR 860-088-0040.

¹⁸ Order No.17-458, *Staff's Recommendation Adopted*, AR 603. Nov. 8, 2017. This order approved Staff's request to develop topical, stakeholder-led subgroups to identify and scope Community Solar Program implementation actions that can be taken by Staff and stakeholders concurrently with the issuance of a Request for Proposals (RFP) for a Community Solar third-party Program Administrator. The Project Details Subgroup scope included: interconnection, the role of existing projects, any carve-outs for smaller projects, the flow of needed pre-certification items from projects, deposits and associated process, PPA requirements, QF project requirements, and the CSP project queue.

¹⁹ See Attachment A, pp.34-35.

²⁰ ORS 757.386.

potential projects. For this reason, Staff had difficulty determining the level of technical verification appropriate for CSP projects. No regulations provide guidance on what technical requirements, if any, projects should meet.

The PIM initially included a requirement for projects to follow Energy Trust's technical guidelines and be subject to verification. A small but vocal group of stakeholders pushed back against this requirement, contending that manufacturer recommendations should dictate a project's technical specifications and that the verification process added needless additional uncertainty and cost.

The PA team agreed with stakeholders and determined that the requirements were intended to apply to net-metered projects installed by Energy Trust solar trade ally contractors, and were not developed with the type and size of CSP projects in mind. Further, the PA advised that other layers of technical oversight provided at the jurisdictional and utility level, coupled with other consumer protection requirements imposed by the program, are sufficient to protect Participants and ratepayers. Ultimately, compliance with Energy Trust's technical requirements and the verification process were removed from the PIM.

Staff finds removal of the Energy Trust technical and verification requirement consistent with the guidelines for CSP program decisions. This decision promotes program confidence by ensuring the requirements are fair to apply to all projects. Additionally, removal of these requirements reduces the perceived risk in developing a CSP project, encouraging PMs to move forward with Project development. From a Program function standpoint, removing the Energy Trust technical and verification requirements reduces administrative burden. The PA team will monitor technical issues arising as part of its assessment of the CSP.

This is one of the areas of Program implementation where Staff has chosen a broader, unrestrictive, requirement for projects rather than asserting more control. While Staff acknowledges that there is potential for projects to take advantage of more lenient requirements, the PA team will be able to alert Staff if these requirements need to be adjusted.

5. Affiliates

Similar to PM capacity caps, the administrative rules set caps for how much capacity a single Participant can hold.²¹ A single Participant may "own or subscribe up to a total of two megawatts across multiple projects."²² However, a Participant and its affiliates "may

²¹ OAR 860-088-0090.

²² OAR 860-088-0090(4)(a).

own or subscribe up to a total of four megawatts across multiple projects.”²³ Though the administrative rules create a capacity cap for Participants, it leaves the definition of affiliates open for a decision in the PIM.

The PIM defines affiliates as multiple sites that substantially share management or ownership, and provides examples as shown in the table below.²⁴ Staff finds the definition of affiliates that the PIM provides is consistent with the guiding principle of promoting Project development. Under the PIM definition, groups such as cities, with their various bureaus, can participate in multiple Projects and potentially support more Projects overall.

Table 3: Customer Affiliate Examples

Customer affiliates:	Not customer affiliates:
<ul style="list-style-type: none">• Different locations of the same business• Different franchise locations with the same ownership• Different locations of a division or bureau of a government entity• Different buildings of a college or university that are affiliated with the same campus• Different schools that share a school district	<ul style="list-style-type: none">• Franchises that do not share ownership• Different divisions or bureaus of a government entity• Different campuses of a college or university• Different chapters of an organization or non-profit

6. PM capacity limits

The administrative rules and PIM place limits on how big projects can be, how much capacity can be owned or subscribed to by one Participant, and what the Participant composition of projects must be. Similarly, the PIM provides a maximum capacity that any single PM may be awarded under the program.

To promote Project Manager diversity, market competition, and more options for customers, the Program limits how much capacity can be allocated to a single Project Manager. For the interim tier, Project Managers may not reserve more than 25 percent of the capacity available in Portland General Electric or Pacific Power service territory,

²³ OAR 860-088-0090(4)(b).

²⁴ See Attachment A, p.35.

as shown in the table below.²⁵ Because the total amount of available capacity in Idaho Power's service territory is so small, there are no Project Manager caps in Idaho Power territory.²⁶

Table 4: Capacity Cap for PMs

Utility Service Territory	PGE	PAC	IPC
Capacity available in Interim Offering (MW-AC)	46.57 MW	32.30 MW	3.28 MW
Max Capacity per PM (MW-AC)	11.645 MW	8.075 MW	NA

The PA team has heard anecdotally that to make projects pencil, some PMs are investigating the use of a portfolio approach, where they would develop multiple projects to achieve economies of scale. The Commission should be aware of the potential for a small number of PMs to act as the primary developers of CSP projects. A CSP dominated by a small group of PM limits the diversity of projects and ultimately undermines customer choice.

In a survey conducted in April 2019, Stakeholders expressed the desire to balance allowing Project Managers to develop more than one Project in a utility's service area while still maintaining competition. The majority of Stakeholders who responded to the CSP survey voted for the PM megawatt caps reflected in the table above.

Staff finds the PIM's 25 percent cap on PM capacity allocation consistent with the Project's guidelines of supporting Project development, fostering administrative efficiency, and preserving program flexibility. Staff finds that a PM capacity cap is necessary to ensure opportunity for the program to produce a diversity of projects and provide a fair opportunity for multiple PMs to receive capacity. A PM that is able to obtain more than a quarter of available capacity could pursue anti-competitive behavior that takes advantage of their market share, for example by offering above-market subscription prices with the knowledge that competitors are limited in their available capacity.

²⁵ Note that this cap is not applied separately to the small and large project allocations. See Attachment A, p.6.

²⁶ Pre-Cert p. 4.

Additionally, the PM capacity cap is a bright line rule that is simple for the PA to administer. Moreover, this approach allows for program flexibility and change over time. While the interim tier is subject to the 25 percent capacity caps placed on PMs, the caps may be adjusted with any subsequent tiers.

Customer Protections

Consumer protection is one of the primary guidelines assessed in making all community solar program decisions. The administrative rules set specific consumer protection provisions, as well as protections that must be included in all Participant contracts.²⁷ In structuring consumer protection provisions, Staff focused on limiting risk to Participants where possible, and where not, making sure that Participants are informed of risks in an easily understood manner. The two primary vehicles for accomplishing these goals are the PM Code of Conduct and the standard contract template. This section discusses the code of conduct and contract template along with additional Participant protections added at the behest of stakeholders.

1. PM Code of Conduct

One of the PA roles outlined in the administrative rules is ensuring “compliance with the standard of conduct set forth in the Program Implementation Manual.”²⁸ The PIM sets forth a standard of conduct for PMs, termed the Project Manager code of conduct. The Project Manager code of conduct regulates PM conduct with respect to marketing and sales of their solar product(s), treatment of customers, protection of customer information, and the contracting process. To register as part of the Program, all PMs must agree to follow the code of conduct. Failure of a PM to follow the Code can result in disciplinary action or even termination.²⁹

The code of conduct rules are based on best practices recommended by the PA team and informed by other states’ community solar programs. Stakeholders shared their experience and provided valuable comments on additional consumer protections that should be enshrined in the code of conduct, including the marketing of financial savings and the sharing of Participant data.³⁰

Staff finds the PM Code of Conduct consistent with the guiding principles of the Program. The code protects incorporates stakeholder feedback and learnings from community solar programs around the country ensuring PMs employ best practices and

²⁷ OAR 860-088-0100.

²⁸ OAR 860-088-0020(1)(I).

²⁹ Note that disciplinary action and termination decisions are made by the Commission upon recommendation by the PA. See Attachment A, pp.27-29.

³⁰ See Attachment A, p.20.

providing consumer protections. Further, the code of conduct promotes fairness and transparency by holding all PMs to the same standard of conduct, which is enforced through a public Commission process.³¹

2. Contract Template

The administrative rules provide consumer protection provisions and allow for the use of standard contracts and forms.³²

Upon the recommendation of the PA, after evaluating best practices from community solar programs across the country, a standard contract for use with all residential customers was developed. This process led to the development of three separate documents: 1) the disclosure checklist; 2) standard residential contract; and 3) standard Low-income contract, each included in Attachment C. The disclosure checklist is a short form that highlights the most important terms in the Participant's contract. The standard residential and Low-income contract templates include static sections, with definitions and disclosures that must be given to all Participants, and other fields, such as pricing, that PMs may tailor to their own project.

While stakeholders were initially wary of a standard residential contract, they appreciated the flexibility of the contract template to be tailored to a variety of customer offerings. Ultimately, the majority of stakeholders were supportive of the standard contract template.

The standard contract template meets the guiding principles by promoting customer protections, increasing fairness and transparency, supporting Project development, and increasing administrative efficiency. The standard contract explains how a Participant will share the risks and benefits of solar with the Program and the PM. It is written in plain language to ensure Participants entering into ten-year contracts, or longer, are fully aware of the terms of their agreements. The contracts ensure fairness because all Participants are provided the same minimum levels of protection and are given the same definitions and disclosures. Similarly, the contracts promote transparency since the templates are available online for all Participants to review prior to signing a contract

³¹ Participants are able to report any violations of the code directly to the PA.

³² See OAR 860-088-0100, Consumer Protection Provisions (1) All contracts between Project Managers and Participants must contain provisions to protect customers, including terms and conditions regarding: (a) Contract portability and transferability; (b) Transparency of costs, risks, and benefits; (c) Cancellation penalties; (d) Explanation of one-time and on-going fees; (e) Early termination; (f) Explanation of concept of renewable energy credits; (g) Data privacy and security; (h) Responsibilities of the Program Administrator, electric company, and Commission; (i) Notifications regarding project status and performance; and (j) Other requirements set forth in the Program Implementation Manual. See also OAR 860-088-0040(1)(g), Precertification application must include "[p]roposed forms and standard contracts for ownership interests and subscriptions."

with their PM. Staff expects that the standard contract template will promote Project development by reducing some of the burden on small or inexperienced developers. The standard contract is easy to use and eliminates the much of the expense of contract development. At the same time, the contract allows for flexibility in subscription or ownership models, because pricing and ownership or subscription models can be individually tailored to the size and needs of the individual Participant and project. Moreover, because the contract ensures that all Participants receive the same disclosures, there is less administrative burden on the PA in enforcing the disclosure rules.

Project Participation and Billing

This section explores the mechanisms that allow Participants to find Projects, receive bill credits, and ensure subscriptions comply with administrative regulations. OAR 860-088-170 and Commission Order No. 19-392 detail restrictions on bill crediting that are reflected in and further detailed in the PIM.

1. Project Clearinghouse

The Clearinghouse is the central location on the Oregon Community Solar website where prospective Participants can compare community solar projects and request information from different Project Managers. The PIM requires Projects to complete a standard template with pricing and site-specific information for Clearinghouse listing. PMs are asked to provide pricing for at least one residential product, but are not required to publish prices for every product offering.

Stakeholders have been supportive of a clearinghouse that helps connect Participants with Projects. However, some stakeholders have been resistant to the inclusion of pricing information on the Clearinghouse, citing concerns around creating market bias and its potential to dissuade PM participation due to concerns regarding privacy and market competition.

In weighing PM concerns for market privacy, Staff determined that the interest in providing consumers with an opportunity to easily compare terms of Project offerings was vital to the education and protection of consumers. While it is true that no other community solar program in the country requires disclosure of subscription and ownership pricing, Oregon has a unique program and should not be dissuaded from taking actions to help facilitate customer choice and market competition. Staff recognizes that displaying only monthly fees without providing additional terms could create an unrealistic picture of the overall cost of a subscription or ownership interest and believes that the use of a standard template, containing all the fees allowed for in the contract template, will provide consumers with a clearer picture of the total cost of participation.

Staff finds that display of prices on the Clearinghouse are supported by the Program's guiding principles of fairness and transparency, and promotes confidence in the Program. All Projects must meet the same requirements for displaying prices and the information is shared publicly. When a customer is presented with a solar product, the clearinghouse provides a mechanism through which the customer can compare Projects and terms to determine if they find the product reasonable and want to participate.

2. Billing Mechanics

In Order No. 19-392, the Commission waived OAR 860-088-0170(2) and adopted simplified bill mechanics for the Program. Staff's recommendation to simplify the billing mechanics provided that "[a]dditional details for implementing the simplified bill mechanics will be established in the PIM."³³ The PIM explains these mechanics in the chapter on billing. The PIM provides that:

- A Subscriber's monthly total bill credit is calculated by multiplying the bill credit rate by the Subscriber's share of total Project generation in that month. This will be a dollar value referred to as the monthly bill credit.
- The value of the monthly bill credit will be applied to the Subscriber's total utility bill (in dollars), less any other on-bill repayment expenses, respecting the utility's established hierarchy.
- If the value of the monthly bill credit exceeds the Subscriber's monthly bill amount, minus any other on-bill repayment expenses, the excess bill credit amount (in dollars) is carried forward to the next month as a credit on the Subscriber's account.
- This bank of bill credit value may be carried forward month to month but cannot be "cashed out" as a typical account balance would be from the utility.³⁴

3. Bill Credit Reconciliation

Though the Commission simplified the billing rules, the amount of bill credit any Participant can receive is still constrained by the administrative rule that caps the bill credit at the Participant's electricity usage.³⁵ While the desired outcome is that subscriptions will be sized such that the actual kWh production does not exceed the actual kWh electricity consumption of the subscriber's site over the course of a year, oversubscription may occur due to unforeseen factors such as weather and usage habits. Since the bill credit is no longer capped monthly, the PIM creates an annual bill

³³ See Order No 19-392; *see also*, Appendix A, pg 27.

³⁴ See Attachment A, p.80.

³⁵ OAR 860-088-170.

credit reconciliation to serve as a true-up between the bill credit paid and a Participant's usage.

The PIM calls for the bill credit reconciliation for all Participants to be calculated every April. The PA will compare the actual kWh production of the Participant's subscription to the kWh electricity usage of the site, and prorate if need be based on when subscription started. If the subscription has generated more kWh than what is consumed annually the overpaid amount will be deducted from the Participant's bill credit in May.

Commission Involvement

The Commission has been very involved in the creation of the CSP and will continue to be involved in the process after the Program launches. The PIM leverages Commission involvement at key points in the process to ensure fairness and transparency, and promote confidence in the Program. This section explores the proposed role of the Commission in the CSP once the program launches.

1. Project Approvals

As required by the administrative rules, the Commission is responsible for pre-certifying and certifying projects.³⁶ The PIM includes processes for approvals, exceptions, amendments, and extensions. In each of these situations, Staff will present the Project along with the PA's recommendation to the Commission at a public meeting for the applicable approval. Projects require Commission approval if they are seeking any of the following:

- *Pre-certification:* Projects must seek Pre-certification from the Commission to receive a capacity reservation in the Program. The Commission will receive information about the Project, including notice of applicable Project exceptions. The PA team approves or denies exceptions applied for by Project and submits this information as part of the Pre-certification application to the Commission. The only exceptions contemplated by the PIM are an exception for an alternate fee collection method, as allowed for in the administrative rules, and an exception to the Low-income subscription savings requirement, as considered by the Commission in Order 19-392.³⁷
- *Certification:* Similar to pre-certification, Commission approval ensures that Projects meet the requirements for Certification set out in OAR 860-088-0050 as well as any other conditions set by the Commission at the time of Pre-certification.

³⁶ OAR 860-088-0040 and OAR 860-088-0050.

³⁷ Order 19-392, UM 1930.

- *Amendments:* The PIM requires a Project amendment for major revisions to a pre-certified Project, such as a change in PM.³⁸ The administrative rules state that Projects must seek Commission approval of “any modification to a pre-certified Project relating to Project elements set forth in the Program Implementation Manual.”³⁹
- *Extensions:* If a Project is unable to comply with any timelines set out in the PIM, it may seek an extension from the Commission. The administrative rules set out an 18-month period from the time of Pre-certification for a Project to achieve Certification by the Commission. Likewise, the PIM sets a 6-month period after Certification for Project to reach commercial operation.

2. Elevated Disputes

The PIM outlines the proposed process for CSP dispute resolution.⁴⁰ The Commission can become involved in CSP once disputes are elevated to OPUC. If a Project Manager is unable to resolve a Participant's complaint, either party can escalate the complaint to the PA, who will work with the Participant and Project Manager to resolve the complaint. If the Program Administrator is unable to reach a resolution with the Participant and Project Manager, the Program Administrator will notify and collaborate with the OPUC Consumer Service Division, the dispute will enter into the PUC's established dispute resolution process, and it may be elevated to the Commission.

3. PM Disciplinary Actions & Terminations

The PIM regulates PM conduct and outlines the process for disciplinary action or termination of a PM. While the PIM allows the PA to put a PM on probationary status without Commission involvement, the Commission must approve all disciplinary action or terminations of a PM.⁴¹ Procedurally, Staff would present the PA's recommendation for PM disciplinary action or termination to the Commission at a public meeting.

4. Reporting

The final role of the Commission articulated in the PIM is to receive reports from PMs. The PIM requires reporting any participant complaints along with of REC compliance and retirements once a year, at the end of June. This report must include the total number of RECs retired on behalf of Participants and the total number of RECs

³⁸ See Attachment A, p 66.

³⁹ OAR 860-088-0050(2)(d).

⁴⁰ OAR 860-088-0110(3) states: “If the Project Manager is unable to resolve the complaint, the complainant may request that the complaint be escalated to the Program Administrator. If the Program Administrator is unable to resolve the complaint, the Program Administrator must notify the complainant of the right to contact the Commission's Consumer Services Section to request assistance in resolving the dispute or to obtain information about filing a formal complaint under ORS 756.500.”

⁴¹ See Attachment A, pp.27-30.

generated and sold as a result of a contract for the unsubscribed portion of the Project's generation. Project Managers compile and submit a report to the PA who assess them for completion and sufficiency and provides the reports to the Commission.

While the PA will also provide reports to the Commission on the CSP as a whole, these reporting requirements are not spelled out in the PIM, but rather are part of the PA's internal operating guidelines.

Conclusion

Staff appreciates stakeholder participation and input in this collaborative process, which produced a manual that reflects the rules and goals of the program.

- Staff supports adoption of the PIM.
- Staff recommends waiver of OAR 860-088-0040(3).

PROPOSED COMMISSION MOTION:

Adopt the Program Implementation Manual (PIM) in Attachment A, along with the policies and procedures it contains, and waive OAR 860-088-0040(3).



OREGON
COMMUNITY SOLAR
PROGRAM

Program Implementation Manual


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Chapter 1

Program Overview



The Program overview provides a general description of the Oregon Community Solar Program—including its legislative origins, the program goals, program design, and definitions—found within the rules and the Program Implementation Manual.

Legislative Background

The Oregon Community Solar Program (“Program”) gives Oregon customers of Portland General Electric (“PGE”), Pacific Power and Idaho Power the option to receive utility bill credits in exchange for subscribing to an approved community solar project.

The Program was established by the Oregon Legislature in 2016. Senate Bill 1547 (Clean Electricity and Coal Transition Plan) directed the Public Utility Commission of Oregon (“Commission”) to establish a Community Solar Program. The Program is funded by Oregon customers of PGE, Pacific Power and Idaho Power and by participants in the Community Solar Program.

Program Goals

The goal of the Oregon Community Solar Program is to expand access to solar energy for customers who are not able to or do not want to invest in a rooftop system, including but not limited to renters, people who live in multifamily buildings, low-income customers and small businesses in rented or leased space. Customers can purchase energy from a community solar project—such as a large solar system on a business, school or church—and receive a credit on their monthly utility bill for the electricity from their portion of the project.

Program Implementation Manual

This Program Implementation Manual (PIM) contains all the rules, requirements and procedures that make up the Oregon Community Solar Program.

Program Design

The Oregon Community Solar Program is a capacity-limited program. Because space is limited, project participation is subject to capacity availability. A project does not reserve Program capacity until it has been reviewed, approved, and Pre-certified by the Oregon Public Utility Commission. Per OAR 860-088-0060(2) the Initial Program Capacity for each electric company is equal to 2.5 percent of the company's 2016 system peak.

Of the total Initial Program Capacity, a certain amount ("Interim Offering") is released upon Program launch. For PGE and Pacific Power, the Interim Offering is equal to 50 percent of Program Capacity. For Idaho Power, the Interim Offering is equal to 100 percent of Program Capacity.

In PGE and Pacific Power service territories, 25 percent of Interim Offering capacity is reserved for projects that are either sized at 360 kW-AC or less or that have a public or non-profit entity¹ as a Project Manager ("Designated Project Carve-Out", or "Carve-Out").²

The Initial Program Capacity, the current allocation under the Interim Offering and the availability of the Designated Project Carve-Out within the Interim Offering is shown, by utility, in Table 1.

Table 1. Program Capacity and allocations available at program launch

Utility	Initial Program Capacity (MW-AC)	Interim Offering (MW-AC)	Designated Project Carve-Out (MW-AC)
Portland General Electric	93.15	46.57	11.645
Pacific Power	64.60	32.30	8.075
Idaho Power	3.28	3.28	-
Total	161.03	82.15	19.72

To apply for Pre-certification and receive a capacity reservation in the Program, a registered Project Manager must submit a complete application that is then accepted by the Program for review. Applications are reviewed in the order in which they are received.

If demand exceeds available capacity in the first 24 hours following the launch of the Program,

¹ For the purposes of this program and Designated Project Carve-Out capacity, the term "non-profit" is viewed broadly to also include any mutual benefit corporation, public benefit corporation, religious corporation, municipal corporation or Native American tribe as defined by Oregon Law.

² The Designated Project Carve-Out is intended as a floor, not a ceiling, for the capacity that is available to qualifying projects in the Interim Offering.

a lottery will be used to determine the order in which Projects are received and reviewed for the Interim Offering of each utility territory. On all other occasions, applications will be received and reviewed on a first-come, first-served basis.

If a lottery is initiated after Program launch, Project Managers will receive an email notifying them that their Project(s) have been subject to a lottery and are under review by the Program Administrator. Project Managers will be notified of the results of the lottery after the Program Administrator validates and publicizes the lottery results.

If there is insufficient capacity to accommodate a Project within the Interim Offering, the Project will be added to a waitlist. If additional capacity is established beyond the Interim Offering or Projects accepted for Pre-certification are cancelled or withdrawn, the applications on the waitlist will be processed based on their order in the queue.

Project Managers with Projects on the waitlist will be notified by email if additional capacity becomes available. Project Managers will be given two weeks to consider the impacts and respond with a decision to remain in the queue or withdraw the project. If no response is received after two attempts to contact the Project Manager, the Project will be withdrawn from the queue. Projects that opt to remain in the queue will be reviewed for the newly available capacity based on their queue position. Additional capacity beyond the Interim Offering may be subject to different Bill Credit Rates or other requirements that impact the economics or other factors of Projects in the queue.

Project Manager Capacity Limits in the Interim Offering

To promote Project Manager diversity, market competition and more options for customers, the Program may limit how much capacity can be allocated to a single Project Manager.

For the Interim Offering, a single Project Manager may not reserve more than 25 percent of the capacity available in PGE or Pacific Power service territories, as shown in Table 2. The cap is not applied separately to the Designated Project Carve-Out. There is no Project Manager cap in Idaho Power territory for the Interim Offering.

The caps below are subject to adjustment if there are future capacity allocation modifications.

Table 2. Interim Offering Project Manager cap by utility

Utility	Project Manager Maximum Capacity (MW-AC)
Portland General Electric	11.645
Pacific Power	8.075
Idaho Power	N/A

Program Definitions

Annual Bill Credit Reconciliation: The time period that a Participant's allocated kilowatt-hour solar production and kWh electricity usage of the site is reconciled. For Program purposes, the annual billing cycle begins on the first day of the April billing month and ends at the close of the March billing month.

Avoided Cost Rate: A rate reflecting the electric utility's incremental costs of electric energy or capacity or both which, in the absence of generation from the Community Solar Project or Projects, the electric utility would generate itself or purchase from another source.

Bill Credit Rate: The rate used to calculate a Participant's monthly bill credit. The Bill Credit is the amount in dollars that Participants receive from their electric utility for the electricity generated by their Subscription. Bill Credit Rates are set by the Oregon Public Utility Commission.

Capacity-Based On-Bill Payment Model: An on-bill Subscription Fee based on the size of the subscription in kilowatt capacity.

Clearinghouse: The central location on the Oregon Community Solar website where prospective Participants can compare community solar projects and begin the process of requesting information from different Project Managers.

Code of Conduct: The Code of Conduct governs the interactions and transactions between Project Managers, and all partners, representatives, employees, contractors, service

providers, and agents thereof, and customers of electric utilities in Oregon. The Code of Conduct is designed to ensure Project Managers are conducting business in a professional and ethical manner, and that customers receive high quality service and meaningful opportunities to participate in solar development.

Community Solar Program Platform: The official Oregon Community Solar website, www.oregoncsp.org, where Project Managers submit projects for approval and data is exchanged between the Project Manager, Participants, utilities and the Program Administrator.

Community Solar Project (Project): One or more solar photovoltaic energy systems that provide owners and subscribers the opportunity to share the costs and benefits associated with the generation of electricity by the solar photovoltaic energy systems. A community solar project has been approved (pre-certified or certified) and is available to Participants. Projects may consist of a single solar electric system or have multiple systems at different locations within the same utility territory.

Complaint: A retail customer or Participant's written or verbal statement of dissatisfaction with a Project or Project Manager. Complaints may be made directly to the Project Manager, or escalated to the Program Administrator, Low-income Facilitator, or Oregon Public Utility Commission.

Designated Project Carve-Out: In PGE and Pacific Power service territories, a minimum of 25 percent of Interim Offering capacity is reserved for projects that are either sized at 360 kW-AC or less or that have a public or non-profit entity as a Project Manager.

Energy Usage: A participant's total kilowatt-hour energy consumption as reflected on the participant's electricity bill.

Interim Offering: 50 percent of the Initial Program Capacity Tier allocated to Portland General Electric and Pacific Power and 100 percent of the capacity allocated to Idaho Power released upon program launch.

Initial Program Capacity: For each electric company the Initial Program Capacity Tier is equal to 2.5 percent of the electric company's 2016 system peak.

Low-Income Customer: A retail residential customer of an electric company whose annual income is defined as less than or equal to 80 percent of the Oregon State Median Family (or Household) Income, as defined by the US Census American Community Survey.

Low-Income Facilitator: The entity responsible for serving as a liaison among low-income residential customers and affiliated organizations and Project Managers to help meet any low-income capacity requirements.

Low-Income Recruitment: The process that begins with marketing and customer education and results in an interested customer providing their contact information and consent to be

contacted for follow-up by the Project Manager and verification by the Low-income Facilitator.

Ministerial Permits: Permits issued by local planning staff based on clear and objective standards and requirements applicable to a specific development proposal or factual situation.

Monthly Bill Credit: The dollar value that Participants receive on their electricity bill for the electricity generated by their portion of a community solar project in the prior month. The monthly bill credit is calculated by multiplying the bill credit rate by the Participant's share of total project generation in the month.

Nameplate Capacity: The maximum rated output of a solar photovoltaic energy system, measured by the rated output of system inverter(s) at 50 degrees Celsius and adjusted for any transformer step-up losses.

Non-Ministerial Permits: Permits in which one or more officials or agencies consider various factors and exercise some discretion in deciding whether to issue or deny permits. Permits typically come with conditions. Public notice or hearings are usually required. Examples include conditional use permits, variances and special orders.

Non-Profit: Any mutual benefit corporation, public benefit corporation, religious corporation, municipal corporation, or Indian Tribe as defined by Oregon Law.

Participant: A retail customer of an electric company, defined at the site address level, who enters into a contractual agreement of 10 or more years for part of a project that results in bill credits being applied to that customer's electricity bill. A Participant may be either a subscriber or owner of a Community Solar Project.

Production-Based On-Bill Payment Model: An on-bill Subscription Fee based on the monthly kilowatt-hour generation from the subscription.

Program Administrator: Energy Solutions is a third-party directed by the Commission to administer the Oregon Community Solar Program. Collectively, the Oregon Community Solar Program Administrator team refers to Energy Solutions, Energy Trust of Oregon, and Community Energy Project.

Program Fees: Programs fees include both the Program Administrator fee and the utility fee to administer various aspects of the Oregon Community Solar Program. Program fees are added to a Participant's monthly bill and are expressed in \$/kW-AC per month. Low-income customers are exempt from Program Fees.

Project Certification: A project that has been approved by the Program Administrator as having been fully developed and constructed, having passed all inspections required by the local and state authorities, and having enrolled enough Participants to meet program requirements.

Project Pre-Certification: A project that has been approved by the Program Administrator and the Commission to have met all pre-certification requirements. Pre-certified projects may proceed with developing the project and executing contracts with Participants.

Project Manager: The entity identified as having responsibility for managing the operation of a community solar project and, if applicable, for maintaining contact with the electric company that procures electricity from the community solar project. A project manager may be an electric company or an independent third party.

Renewable Energy Certificates (RECs): A Renewable Energy Certificate or REC represents the property rights to the environmental, social and other non-power attributes of renewable energy generation. RECs are the accepted legal instrument through which renewable energy generation and use claims are substantiated in the U.S. renewable energy market.

Retail Customer: A customer who is a direct customer of the electric company and is the end user of electricity for specific purposes, such as heating, lighting, or operating equipment.

Service Territory: The geographic area within which an electric company provides electricity to retail customers.

Single Development: Projects that have a common ownership structure, an umbrella sale arrangement or revenue-sharing arrangement.

Site: The address associated with a meter, or a collection of meters that are co-located on a property, under a shared customer account. For a typical residential customer, this will be the physical address, including unit number, of the home. For a typical commercial customer, this will be the physical address of one of the business' locations, and included all meters serving that site that are associated with the customer's account. A customer is defined at the site level.

Subscription: A customer's subscription or ownership of a portion of a project. When customers subscribe to a project, they are subscribing to a portion of the project's capacity in kilowatts (kW-AC).

Subscription Agreement: A contractual agreement between a Participant and a registered Project Manager to enroll in a Community Solar Project.

Subscription Discount: The difference between the bill credit and the total cost of participating (expressed in \$/kWh and inclusive of fees), divided by the Bill Credit Rate.

Subscription Fee: The subscription fee is a charge by the Project Manager that may be listed on a Participant's utility bill, or may be off-bill, and reflects monthly cost to subscribe to the project. On-bill subscription models may be either capacity-based (\$/kW) or production based (\$/kWh).

Unsubscribed Project Capacity: Any project generation that is not sold to or subscribed by participants. Upon request, an electric company must enter into a 20-year power purchase agreement with a pre-certified project to purchase the project's unsold and unsubscribed generation on an "as available" basis subject to the requirements of the Public Utility Regulatory Policy Act (PURPA) and ORS 758.505, et. seq.;

Western Renewable Energy Generation


Information System (WREGIS): An independent, renewable energy tracking system for the region covered by Western Electricity Coordinating Council (WECC). Projects that are greater than 360 kW-AC in aggregate size and small projects without a waiver must be registered in WREGIS.

**For more information and resources for Project Managers, Participants,
and other stakeholders, visit www.oregoncsp.org.**

Program Administrator Contact Information:
administrator@oregoncsp.org or call 1-800-481-0510

Chapter 2

Project Managers



Project Managers play a central role in the Oregon Community Solar Program by connecting utility customers with opportunities to share directly in the costs and benefits of solar development in Oregon. Project Managers' core responsibilities include serving as the primary point of contact for the Project, applying for Community Solar Project Pre-certification and Certification, enrolling customers to participate in a Project, managing the ongoing experience of their Project Participants, maintaining the reliable performance of their Project(s), and providing high-quality ongoing customer service.

“Project Manager” means the entity identified as having responsibility for managing the operation of a Community Solar Project and for maintaining contact with the electric company that procures electricity from the Community Solar Project. A Project Manager may be: (A) An electric company; or (B) An independent third party (Oregon Laws 2016, Chapter 28, section 22(1)(d)).

Project Managers are required to read and understand the entire Program Implementation Manual and follow the applicable requirements as a condition of their participation with the Program. This chapter contains Project Manager eligibility requirements, the registration process, the Project Manager Code of Conduct and the ongoing requirements to remain in good standing with the Program.

Project Managers

Who Can be a Project Manager?

Entities that meet the requirements below may register with the Program as a Project Manager. Solar developers, municipalities, public agencies, homeowners' associations, community organizations, commercial businesses, tribes, utilities and/or other entities may all consider registering as Project Managers. The Project Manager has specific and ongoing responsibilities to the project Participants and the Program, so an entity that is new to solar development, sales or customer service may be better served by partnering with a registered Project Manager to fill this role.

The Role of the Project Manager

Every Community Solar Project certified by the Program must have an assigned Project Manager. The Project Manager may be one of several businesses or organizations that jointly develop, own and/or operate a Community Solar Project. Other parties may include a project developer, construction contractors, Participant acquisition or management agents, a system owner or financial partner, community outreach partners and/or operations and maintenance firms. To identify which project stakeholder would be most appropriate as the Project Manager, consider the role and duties outlined below.

- The Project Manager should be the entity that enters into agreements with Participants.
- The Project Manager should be the entity that enters into an agreement with the utility for the delivery of power and to collect on-bill charges for subscriptions ("Community Solar Power Purchase Agreement").
- The Project Manager is ultimately responsible for the operation of the Community Solar Project and entering into agreements to uphold the Program requirements, such as the conditions of Project Manager registration, but is not required to be the legal owner of the physical solar installation.
- The Project Manager will be responsible for submitting projects for Pre-certification and Certification as Community Solar Projects and providing all required project application materials and supporting documents.
- The Project Manager acts as the point of contact for the Program, utility and Participants. The Project Manager is also responsible for ensuring subscription and billing information for all Participants is accurate and up-to-date.
- The Project Manager is responsible for educating customers about the Program and its risks and benefits, providing required disclosures and delivering ongoing customer service (per the Code of Conduct).

- The Project Manager may partner, collaborate and subcontract with other entities to recruit and enroll Participants, and to develop, maintain and operate a project. However, the Project Manager is accountable for compliance with all Program requirements, even when the work is performed by other entities.

Project Manager Limits

There is no limit on the number of Project Managers that can be registered in the Program.

Project Managers may manage or be affiliated with multiple Community Solar Projects, subject to limits and requirements described in *Chapter 4: Project Pre-certification*.

Registration Process and Requirements

Project Managers must register with the Program and agree to the Code of Conduct before they may submit projects for Pre-certification. Project Pre-certification is required before Project Managers may a) enter into agreements with customers for subscriptions or ownership interests in projects, b) begin construction of the solar generating system(s) of a Community Solar Project, or c) make certain marketing claims described later in this section.

Prior to registering, an entity should confirm that it is the appropriate party to fulfill the role of Project Manager as described above and is prepared to take on the full responsibilities of that role. If, after reading the Program Implementation Manual, a party is still unclear about which entity should register as a Project Manager, they should contact the Program Administrator at administrator@oregoncsp.org or 1-800-481-0510 for additional guidance.

The prospective Project Manager should then take the following steps to register.

Project Manager Registration Steps

1. Read all sections of this Program Implementation Manual.
2. Watch the Project Manager training videos available at www.oregoncsp.org under Project Manager Resources.
3. Review the Required information and documentation, below.
4. Gather registration information and materials, including the documentation listed in the Checklist of required documents for registration box, below.
5. Submit all required information and supporting materials through the Community Solar Program Platform at www.oregoncsp.org/p/RegistrationProcedure.

Required Information and Documentation

Prospective Project Managers will be asked to supply the following information about their business and business plans as part of their registration. Starred (*) items are required. Other information is optional but will help the Program Administrator successfully implement the Program.

Required Information and Documentation

1. Detailed business information*:

- Legal business name used for tax filing.
- Assumed business name (DBA), if applicable.
- Business entity type: e.g., LLC, corporation, public, nonprofit.
- Business mailing address and phone number.
- Local office address and phone number, if different.
- Name, phone and email of primary point of contact.
- Preferred address, phone number and email for listing on the Program website.
- Number of full-time employees.
- Minority, Women and Emerging Small Business (M/W/ESB) or Service Disabled Veteran (SDV) Certifications, if applicable.
- Website, if available.
- If Project Manager is a special purpose LLC that is substantially owned and managed by one or more other business entities, provide the Legal Business Names of those entities.

2. Information about planned projects and markets of focus:

- Size range(s).
- Geographic region.
- Utilities.
- Low-income plan (*does the Project Manager plan to recruit its own low-income Participants, work with the Low-income Facilitator for recruitment or a combination of both?*).
- Other interests/focuses.

3. Business name of known/anticipated contractors, affiliates or partnerships, including:

- Construction contractor, design/engineering contractor, customer acquisition agent(s), Participant management contractor, operation and maintenance (O&M) provider, financing partners, community outreach partners.
- Other known or anticipated contractors, affiliates or partnerships.

4. Proof of adequate levels of insurance*:

- Certificate showing a minimum of \$1,000,000 of occurrence-based general liability insurance, listing Cohen Ventures, Inc. dba Energy Solutions as an additional insured, and adding Energy Trust of Oregon as a certificate holder.

continued

- A form for requesting this certificate from your insurer is available at www.oregoncsp.org/p/RegistrationProcedure.

5. Participation in mandatory Program training*

- When completing the Project Manager registration, Project Managers will attest that they have viewed the required training videos, available at www.oregoncsp.org/p/RegistrationProcedure.

6. Project Manager Agreement*

- Acknowledgement of the conditions of registration. The Project Manager agrees to adhere to all Program requirements, including Code of Conduct, Project and Participant requirements and ongoing reporting obligations.



Checklist of Required Documents for Registration:

- ☐ Completed IRS W-9 form
- ☐ Certificate(s) of insurance listing Cohen Ventures, Inc. dba Energy Solutions as additional insured and Energy Trust of Oregon as a certificate holder

Optional Interconnection Information

As part of the registration process, Project Managers may choose to indicate the specific utility distribution feeders to which they are interested in interconnecting. This information will be collected and tracked by the Program Administrator. If more than one Project Managers indicate interest in the same distribution feeder, the Program Administrator will notify the relevant Project Managers so that they may discuss opportunities for interconnection cost-sharing.

The Program Administrator offers this as a service to improve the interconnection process for Project Managers. This information is optional and is only used by the Program Administrator to provide these notifications. If Project Managers do not wish to coordinate with other entities interested in the same distribution feeder, they should leave this section blank.

Registration Review Process

The Program Administrator will review the information submitted with the registration. During the review process, the Program Administrator may follow up with the prospective Project Manager on any application deficiencies, concerns or needed clarifications. If the prospective Project Manager does not respond to follow-up requests within 10 business days, the prospective Project Manager may be found ineligible.

The Program Administrator will make a final determination of eligibility and notify the prospective Project Manager within five business days of a complete registration submission. Once registered, Project Managers will be listed on the Program website and may submit projects for Pre-certification after Program launch.

A prospective Project Manager that is determined to be ineligible by the Program Administrator may dispute the decision. Disputes that are unable to be resolved by the Program Administrator will be escalated, and final determination will lie with the Oregon Public Utility Commission and the Commission's Consumer Services division.

Website listing

Once a Project Manager has been registered, they will be listed on the Program website. The following information may be included in the Project Manager's listing to make it easier for customers and other interested parties to find and contact them:

- Assumed business name (DBA), if applicable, or legal business name.
- Business entity type (e.g., LLC, corporation, public, nonprofit).
- Preferred contact information including address, phone number and email.
- Minority, Women and Emerging Small Business (M/W/ESB) or Service Disabled Veteran (SDV) Certifications.
- Website.
- Geographic region of focus.
- Utility territories where the Project Manager intends to operate.

To make changes to the information listed on the website, Project Managers must update their account information in the Community Solar Program Platform. Instructions on using the Platform, including on updating Project Manager account information, can be found on the Project Manager Resources page of the program website, www.oregoncsp.org.

Information that cannot be updated by the Project Manager through the Community Solar Program Platform include: Project Manager's legal business name, assumed business name (DBA), business type, insurance details and details regarding Projects that have been Pre-certified and Certified. To request changes to these Project Manager details, the Project Manager should contact the Program Administrator by emailing administrator@oregoncsp.org or following the Project revision instructions described in *Chapter 4: Project Pre-certification*.

Maintaining Project Manager Registration

Once registered, it is the Project Manager's responsibility to understand and comply with all guidelines in the Program Implementation Manual, including:

- The Project Manager Code of Conduct, including Project Manager obligations to protect and secure customer information
- Program complaint and dispute resolution process.
- Program marketing disclaimers, disclosure checklist and branding guidelines.
- Project requirements.
- Participant eligibility and enrollment requirements (including low-income Participant enrollment).
- Ongoing billing and subscription management requirements.
- Annual Reporting on Complaints and Renewable Energy Certificates (RECs) associated with Projects registered with the Western Renewable Energy Generation Information System (WREGIS).
- All other requirements included in the Program Implementation Manual.

The Project Manager must also comply with requirements outlined in:

- Training and other supplemental materials published by the Program (the Program may periodically require participation in refresher training as needed).
- Direct communications and Program updates from the Program Administrator, Low-income Facilitator, or Oregon Public Utility Commission staff.
- Orders issued by the Oregon Public Utility Commission.

Project Managers will be notified when requirements are added or materially changed.

Project Manager Financial Health, Mergers, and Asset Transfers

The Program will enable new business models that have not previously been tested in the Oregon solar market. The failure or transfer of ownership of a Project or Project Manager could affect numerous customers. If a Project Manager has concerns about the financial health of its business, they are strongly encouraged to notify the Program Administrator to discuss potential implications.

If a Project Manager is considering a merger or sale of its business or a Project, they should contact the Program as early as possible. A Project Manager must notify the Program Administrator at least six weeks prior to the sale or transfer of its business or any Pre-certified or Certified Project to allow sufficient time for the Program to support a smooth transition.

If a Project Manager organization undergoes a merger or other process that causes a change in the underlying ownership of the organization, the Project Manager must notify the Program Administrator via email at administrator@oregoncsp.org and update the business information through the Community Solar Program Platform. If the change in ownership affects the Project Manager's legal business name, assumed business name (DBA), business type or insurance details, the Program Administrator will make the changes in the Community Solar Program Platform. Instructions on updating Project Manager business information and other account information can be found on the Project Manager Resources page of the program website, www.oregoncsp.org.

Transferring a Pre-certified or Certified Project from one Project Manager to another organization, however, requires a Project Amendment. Amendments are considered and granted by the Oregon Public Utility Commission on a case-by-case basis. The process for requesting an amendment is described in *Chapter 4: Project Pre-certification*. If such a transfer is approved by the Commission, the Program Administrator will work with the Project Managers, to whatever extent possible, to facilitate an orderly transition and minimize negative outcomes for Participants.

Complaints and Dispute Resolution

Any complaints pertaining to a Project or Project Manager that are received by the Program Administrator, Low-income Facilitator, Oregon Public Utility Commission or utilities will be referred initially to the applicable Project Manager for resolution. The Project Manager must investigate each complaint and provide a written response to the complainant. If the Project Manager is unable to resolve the complaint, it should be escalated to the Program Administrator per the dispute escalation procedure outlined below.

Escalating Disputes

If a Project Manager is unable to resolve an issue with a customer, it must escalate the complaint to the Program Administrator and inform the customer that it is doing so.

To escalate a complaint, call 1-800-481-0510 or email info@oregoncsp.org. The following information should be provided when contacting the Program Administrator:

- Business name of the Project Manager.
- Name, phone number and email address of the Project Manager representative that has been managing the complaint.
- Customer's name, phone number and/or email address.
- How the customer prefers to be contacted for follow-up (phone, mail or email).

- If the customer is a Participant in a Project, the name and site address of the Project.
- Details of the complaint, including:
 - a. The date and details of the customer's original complaint.
 - b. The Project Manager's response to the complaint, including dates.
 - c. The names of any additional representatives or Project Manager agents that the customer has interacted with that pertain to the complaint.
 - d. Explanation of why the Project Manager has been unable to resolve the complaint.

The Program Administrator will work with the customer and Project Manager to resolve the complaint. If the Program Administrator is unable to reach a resolution with the customer and Project Manager, the Program Administrator will notify and collaborate with the Oregon Public Utility Commission Consumer Service Division to further investigate and resolve the complaint according to OPUC customer complaint procedures.

After the complaint has been resolved, the Program Administrator will provide a written response to the customer and the Project Manager that outlines: the initial concern, steps taken to resolve the complaint, resolution and any relevant outcomes resulting from the complaint (e.g. process improvements, training or disciplinary action).

Annual Reporting on Complaints

Once a year, Project Managers must compile and submit to the Program Administrator a report of the complaints received by the Project Manager over the past 12 months. This report must include a description of each complaint, the parties to the complaint and the resolution of the complaint. If a Project Manager has not received any complaints over the prior year, they must submit a report stating so.

The Program Administrator will notify Project Managers of the report's due date at least four weeks in advance. The notification will include a reporting template with instructions on how to format and submit the report. This template is also available at www.oregoncsp.org under *Project Manager Resources*.

Project Managers will provide annual complaint reporting at the end of June, to be in line with the annual project reporting on RECs (discussed in *Chapter 3: Requirements*).

Restrictions on Marketing Projects Prior to Pre-certification

Project Managers and their outreach and marketing contractors, affiliates and partners (“Project Manager agents”) are a critical component of customer education about the Program. For many customers, a Project Manager may be their first and only source of information about the Program. Project Managers are encouraged to build awareness of the Program and help educate customers through marketing and outreach. To prevent customer confusion and misunderstanding, Project Managers and their agents must adhere to the following requirements for marketing projects that are not Pre-certified:

- If a Project Manager includes in its marketing information about a specific, planned project that has not yet been Pre-certified, that information must be accompanied by a clear disclosure that the project is proposed and may not be developed or approved by the Oregon Public Utility Commission, and that the Project Manager cannot enter into an agreement with the customer until the project is Pre-certified. For printed or digital marketing materials, this disclosure must be in writing, and during discussions or presentations it should be provided verbally.
- Characterizing a project that has not been Pre-certified as a Pre-certified project, either expressly, by implication or through omission, is prohibited and may result in disciplinary action. Examples of such behavior include failing to label the project as proposed, or by referring to it as Certified, approved, authorized or committed.
- All marketing and advertising must include Program-approved marketing disclaimers and comply with all other requirements of the Code of Conduct.

Entities that are not registered Project Managers or directly affiliated with a registered Project Manager should not conduct outreach, marketing or advertising about specific projects. If an organization wants to promote a proposed or Pre-certified project, they should engage with the Project Manager and be added to the Project Manager’s account as a community outreach partner or other type of contractor, affiliate or partner.

These restrictions are not intended to limit general outreach and marketing by Project Managers and their agents, but rather, to protect customers and ensure that they understand the distinctions in timing and risk between a Community Solar Project that has been Pre-certified and a proposed project.

Project Manager Code of Conduct

The Code of Conduct governs the interactions and transactions between Project Managers and all partners, representatives, employees, contractors, service providers and agents thereof (“Project Managers and their agents”), and customers of electric utilities in Oregon (“customers”). The Code of Conduct is designed to ensure Project Managers are conducting business in a professional and

ethical manner, and that customers receive both high quality service and meaningful opportunities to participate in solar development. Project Managers must abide by this Code of Conduct (“Code”). Consequences for violations of the Code are addressed in the *Disciplinary Probation and Termination* section, below.

The Federal Trade Commission (FTC) offers a wealth of information to help businesses and their employees understand their rights and responsibilities under state and federal consumer protection laws through its [Business Center](#). Project Managers that are unfamiliar with any of the laws or restrictions mentioned in the Code should refer to the FTC’s guidance on these topics.

Obligation to comply with the law

- a. Project Managers shall always act in full compliance with all applicable federal, state and municipal laws and regulations.

Obligation to ensure compliance

- a. Project Managers shall take all reasonable steps to ensure affiliates, partners, contractors, service providers and all other representatives of its Oregon Community Solar Projects or role as a Project Manager in Oregon (“Project Managers and their agents”) follow the rules of the Oregon Community Solar Program in all facets of managing a Project.
- b. Project Managers shall ensure that their staff and any representatives they appoint to act on their behalf within the Oregon Community Solar Program adhere to the same standards required of the Project Manager as set out in this Code.
- c. If a Project Manager uses contractors, service providers or agents to perform activities covered by the Code, then the Project Manager is responsible for ensuring their compliance to the Code.
- d. Any acts or omissions by any representative acting on behalf of the Project Manager or any contractor, service providers or agents used by the Project Manager to perform activities covered by the Code shall be deemed to be the acts or omissions of the Project Manager.
- e. Project Managers shall provide a copy of the Code to all employees and representatives who have contact with customers and involvement with the Oregon Community Solar Program as part of their job or responsibilities.

Advertising, marketing and sales activities

- a. Project Managers and their agents shall comply with all applicable federal, state and municipal laws regarding restrictions on marketing, advertising and contacting customers.
- b. Project Managers and their agents shall include the following Program-approved marketing

disclaimer on all sales, advertising and marketing materials: “Participation in the Oregon Community Solar Program allows customers to offset their energy usage with electricity generated from a Certified Community Solar Project.”

- c. Consent must be obtained from a customer prior to accessing any utility customer information on their behalf.
- d. Individuals shall not market door-to-door on behalf of Project Managers unless the Project Manager or its agent has obtained a local permit or license for door-to-door solicitations, if necessary, and the individuals have been properly trained in local, state and federal laws governing marketing activities.
- e. Project Managers and their agents are not allowed to use marketing tactics that are unfair, false, misleading or deceptive, whether by affirmative statement, implication or omission. This includes claims about products or services, pricing, quality or performance.
- f. All claims (defined as statements about something, what it is or what it can do) must be supported by objective evidence.
- g. Project Managers and their agents shall not refer to a community solar Subscription as “free” in oral or written marketing or sales discussions unless the customer will not pay anything – up-front and on a monthly basis – for their subscription or the energy it generates.
- h. Prices quoted must be accurate and complete, covering all products or services offered or requested, with prices for optional or additional products or services clearly identified as such, with payment terms clearly stated, and with the period of availability of the quoted prices specified.
- i. If Project Managers or their agents use a forecast of future utility prices of electricity to estimate savings or otherwise in marketing, outreach or advertising, then Project Managers or agents shall inform customers that utility rates may go up or down and actual savings are not guaranteed and may vary. If the forecasted utility prices are used in a written sales or marketing piece, this must be done in writing. Customers may contact their utility or the Oregon Public Utility Commission for further information regarding retail electric rates.
- j. Comparisons between Project Managers’ pricing, contract terms, products or services must not be misleading, and must include all relevant facts to fully understand the pricing, terms, products or services being compared.
- k. If advertised or offered prices include initial pricing reductions, such as teaser rates or future increases, then all material terms of such initial reductions or future increases shall be disclosed when such prices are marketed or otherwise communicated to customers.
- l. If the advertising or offers include financing and an offer of consumer credit, the advertising

must contain clear and conspicuous disclosures about the terms and conditions of credit, as required by law.

- m. Project Managers and their agents shall not make promises or guarantees about system performance, results or services to a customer that exceed the promises or guarantees that will be in the Participant contracts with that customer.
- n. Project Managers and their agents shall comply with any and all federal, state and local laws regarding restrictions on contacting its customers, including but not limited to the national Do Not Call Registry, the CAN-SPAM Act, the Telemarketing Sales Rule, the Telephone Consumer Protection Act and any analogous state or local laws. This includes provisions related to:
 - Prohibitions against manually dialed calls to wireless numbers.
 - Call time restrictions.
 - Call curfews and banning calls to customers on statutory holidays or during a declared state of emergency.
 - Autodialing or texting wireless numbers without prior express written consent.
 - Limitations on the length of time callers may allow phones to ring.
 - If using automated or pre-recorded messages, ensuring compliant opt-out mechanisms are available, including a toll-free number to allow customers to easily opt out of future calls.
 - All applicable email requirements, including seeking permission to email customers, properly identifying the email advertisements and including conspicuous opt-out options.
- o. Project Managers and their agents must respect the wishes of customers who do not want to be contacted by maintaining accurate and current “do-not-contact” lists of such customers and by requiring its contractors, service providers and agents to maintain, use and keep up-to-date such lists.
 - Project Managers and their agents must add customers to their “do-not-contact” list if requested by the Program Administrator.
 - Companies with “do-not-contact” lists must have reasonable protocols to ensure that employees, agents and contractors do not initiate contact with customers on their “do-not-contact” lists.
 - Project Managers and their agents may contact customers previously listed on a “do-not-contact” list who later initiate contact with the Project Manager, its agents or contractors, but are subject to all applicable local, state and federal limitations on the breadth of such contact.

Fair, honest and courteous treatment of customers

- a. When interacting with a customer, Project Managers and their agents shall:
 - Conduct themselves with courtesy, honesty, integrity, objectivity and fairness.

- Give their name and contact information to the customer and, if they are an agent of a Project Manager, the name and contact information of the Project Manager.
 - Provide the means for a customer to verify the registered status of the Project Manager, which may include the web address of the Program website or the contact information for the Program Administrator or the Oregon Public Utility Commission.
 - Provide timely, immediate and truthful responses to customer inquiries.
 - If interacting with a customer in person, at a place other than the Project Manager's place of business, provide identification that the customer can use to verify the representative's identity and that meets the spirit of transparency and integrity in this Code.
 - Clearly explain the Oregon Community Solar Program to the customer and give honest and fair professional comment.
 - Not exert undue pressure on a customer.
 - Allow a customer sufficient opportunity to read and understand all documents provided.
 - If documents are provided in a language that is not understandable to a customer, the Project Manager must provide time and opportunity for the customer to seek translation support from a trusted third party.
 - Not make any offer or provide any promotional material to a customer that is inconsistent with the contract being offered to or entered into with the customer.
 - Not represent any sponsorship, approval, status, Certification, qualification, affiliation or connection that Project Manager does not have.
 - Not make any representation or statement or give any answer that is false or is likely to mislead a customer.
 - Not discriminate based race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation or military status.
- b. Project Managers and their agents shall not harass, threaten or badger customers.
- c. Project Managers and their agents shall not use high-pressure sales techniques.
- d. Project Managers and their agents shall seek openness and transparency and shall not seek to take advantage of a customer's lack of knowledge. If a Project Manager or its agent becomes aware that a customer misunderstands an issue that is important to a customer's decision to participate in the Oregon Community Solar Program, then the Project Manager or its agent must correct that misunderstanding.
- e. Project Managers and their agents shall not misrepresent the reason for their contact with a customer.
- f. Project Managers and their agents shall not omit material information when interacting with customers if the omission makes any statement or other communication with a customer misleading.

- g. Project Managers and their agents shall inform Participants about their ownership of the Renewable Energy Certificates (RECs) associated with their subscription and the non-transferability of those RECs.
- h. Project Managers and their agents shall inform customers of the complaint process and shall immediately notify the Program Administrator if a customer makes a complaint that the Project Manager is unable to resolve promptly.
- i. Project Managers and their agents shall provide a copy of this Code to customers upon request.
- j. Project Managers are responsible for ensuring that its contractors, subcontractors and any other agents who interact with customers on the Project Manager's behalf comply with the requirement to identify themselves as acting on behalf of the Project Manager.

Protection and security of customer information

- a. Project Managers and their agents must protect customer information and maintain customer confidentiality by: (a) taking all reasonable steps to prevent unintentional disclosure of customer information to third parties; and (b) not intentionally providing customer information to any third party without express customer consent. Customer information includes, without limitation, any information obtained from a customer that refers specifically to the customer by name, address or other personally identifiable characteristics, electricity account and meter number(s), utility rate schedule, electricity use and electricity billing information.
- b. Project Managers must provide at least two methods for customers to opt out of sharing their information with other companies, such as email and a phone number, or email and a physical mailing address.
- c. Project Managers must follow best commercial practices with respect to protecting consumer privacy and ensuring the security of all customer information, which includes establishing and maintaining reasonable safeguards against the destruction, loss, alteration of or unauthorized access to customer information in their possession. Project Managers must also implement and maintain appropriate administrative, technical (including encryption and virus/spyware scanning) and physical safeguards, procedures and practices to: (i) comply with all applicable legal and regulatory requirements and standards; (ii) ensure the security, confidentiality and integrity of all customer information transmitted electronically to or stored by Project Managers, however stored, retained, maintained, saved or held; (iii) protect against any anticipated threats or hazards to the security, confidentiality or integrity of such information; and (iv) protect against unauthorized use, destruction, modification or disclosure of such information. Project Managers must maintain written security plans complying with the foregoing and shall provide the Program Administrator with copies of such plans upon request.

- d. Project Managers must notify the Program Administrator via email at info@oregoncsp.org within 24 hours if they become aware of any potential or actual unauthorized disclosure, access to, acquisition of or other loss or use of any customer information. This notice must include, at a minimum: (i) a description of the breach or loss, including the date it occurred; (ii) the number of individuals or accounts affected; (iii) the information accessed, acquired, lost and/or misused; (iv) whether the breach or loss was computerized in nature or a paper loss; (v) whether such information was encrypted or unencrypted, (vi) whether encryption keys or passwords may have been compromised; and (vii) a description of the steps taken to investigate the incident and prevent the recurrence of further security breaches or losses of the same type.
- e. In the event of any potential or actual unauthorized disclosure or use of any Customer Information, Project Managers must cooperate with the Program Administrator, Oregon Public Utility Commission and any applicable regulatory authorities to: (i) further assess the risk that unauthorized use or disclosure of customer information has occurred, the nature and scope of any such incident and review all pertinent records; (ii) take other remedial measures as may be reasonably necessary or appropriate to mitigate the risk arising out of unauthorized use or disclosure of the customer information; and (iii) provide notices to customers if the Program Administrator or Oregon Public Utility Commission determines that such notices should be provided.

Customer contracts

- a. Project Managers shall include in all Subscription contracts certain provisions, statements and information intended to protect consumers, in the form and manner required by the Oregon Community Solar Program. The specific provisions can be found in the Requirements chapter of the Program Implementation Manual.
- b. Contracts between Project Managers and residential Participants must use a standard, Program-approved contract template.
- c. The Oregon Community Solar Program contract disclosure checklist shall be presented to every customer prior to signing a participation contract.
- d. Written contract terms and verbal representations made by Project Managers and their agents shall not conflict with each other.
- e. Project Managers and their agents shall consider a customer's capacity to understand the terms, ramifications and risks of a contract before entering into such contract.
- f. Contracts and marketing materials intended to aid a customer's decision to enter into a contract shall be provided in a language that is understandable to the customer. If such a

contract cannot be provided, customers can request services to seek translation from the Program Administration team.

- g. Project Manager shall keep up-to-date records of Participant contract and Subscription information to facilitate correct billing and crediting for generation on utility bills.
- h. Project Managers may impose additional Project eligibility requirements on Participants, provided those requirements do not discriminate based on race, color, religion, sex, sexual orientation, national origin, marital status, disability, familial status, source of income or any other protected status.
- i. Participants must be given the right to cancel their contract and receive a full refund on any deposits or payments if the request is made within three business days of signing the contract.

Disciplinary Probation

If the Program Administrator determines that a Project Manager is failing to comply with the Code of Conduct, other Program requirements or identifies other performance issues, then the Project Manager will be placed on disciplinary probation. The Project Manager will be notified and given instructions on expectations for correcting compliance problems that led to its disciplinary probation status.

Project Managers will be given seven days from the date on the notification to acknowledge a disciplinary probation letter. Failure to respond may result in the revocation of a Project Manager's registration. The duration of disciplinary probationary periods will vary depending on the nature of the issues that resulted in probationary status. The written notification of disciplinary probation status and/or the performance improvement plan will define the length of the probationary period.

Reasons for Disciplinary Probation

Actions that may result in disciplinary probation include, but are not limited to:

- Code of Conduct violations;
- Failure to follow Program requirements.
- Failure to participate in required trainings.
- Failure to submit an annual complaints report.
- Failure to report annually on the retirement and sale of RECs associated with any projects registered with WREGIS.
- Failure to resolve any reasonable Participant complaint.
- Failure to use Program marketing disclaimers or clearly disclose in marketing materials that projects that have not been Pre-certified are proposed and may not be developed.
- Failure to provide Participants with the Program's disclosure checklist.
- Failure to keep required Participant subscription information up-to-date after Project Certification.
- Making inaccurate or misleading statements about the Program and its requirements to customers and stakeholders.

If it is discovered that a Project Manager has engaged in misleading or deceptive marketing practices or violated any other federal, state or local laws regarding truth in advertising, consumer protection, contracts, contractor licensing or building and electrical codes, the Oregon Public Utility Commission may refer these instances of misconduct to the Oregon Department of Justice Consumer Protection division, consumer protection groups or other state and local authorities.

Penalties of Disciplinary Probation

If a Project Manager's response is not timely or sufficient, the Program Administrator may require development of, and adherence to, a written and signed performance improvement plan with specific deliverables and timelines.

The Program Administrator may also refer a Project Manager to the Oregon Public Utility Commission for additional penalties of disciplinary probation which may include:

- Indication of probationary status on the Program website (attached both to the Project Manager listing and to that of any associated projects if applicable).
- Suspension of the Project Manager from any customer referrals from the Program website.
- Direct notification to Participants of probationary status.
- Withholding of Subscription Fees collected on-bill
- Forfeiture of some or all of Pre-certification application fees.

Resolving Disciplinary Probation

If a Project Manager fails to remediate the issues that led to disciplinary probation, then its Project Manager registration may be revoked.

At the Program Administrator's discretion, the Project Manager may be directed to adopt a performance improvement plan with the goal of resolving the Project Manager's disciplinary probation status. The Project Manager will be responsible for drafting the plan, which must include specific deliverables and timelines, with input from the Program Administrator. If the Program Administrator is satisfied that the plan addresses the original failure, the plan will be signed and adopted. If the Project Manager fails to meet the agreed-to deliverables or timeline, its Project Manager registration may be revoked and its status changed to ineligible.

After attempts have been made to resolve any deficiencies of conduct and performance, Project Managers may dispute penalties. Disputes will be escalated to the Oregon Public Utility Commission and final determination will lie with the Oregon Public Utility Commission and the Commission's Consumer Services division.

Termination

In addition to any other termination provisions set forth in the Program Implementation Manual and in the Project Manager conditions of registration, certain actions may result in the immediate termination of a Project Manager's registration. The Oregon Public Utility Commission will make the final determination on Project Manager termination and the Project Manager will be notified of the decision in writing.

Reasons for termination

Actions resulting in immediate termination may include, but are not limited to:

- Violation of federal, state or local law.
- Failure to resolve any action resulting in disciplinary probation within 30 days.
- Repeated Program violations.
- Misrepresentation of project, system or Participant characteristics, or information at more than one site.
- Misrepresentation of a Project in order to tamper with the Project queue.

Effect of termination

Effective upon notice of termination, all project applications submitted by the terminated Project Manager and waiting in the queue will be removed, and all application fees and deposits will be forfeited. The terminated Project Manager will be removed from the Program's database of Project Managers on the website. Projects that have received Pre-certification or Certification must be canceled or transferred to a new Project Manager, provided the projects comply with Program requirements. The Program will work with the terminated Project Manager, Oregon Public Utility Commission and other parties to find an outcome that minimizes harm to impacted Participants and the Program.

Chapter 3

Requirements



This chapter outlines solar project specifications that are required of all Oregon Community Solar Program projects.

Note on Subscriptions and Ownership Interests: Project Managers may offer customers ownership interest or subscriptions (also known as leases) in Pre-certified and Certified projects. To simplify Program communications, the Community Solar Program frequently refers to both participation arrangements generally as “Subscriptions.”

Sizing

- a. A Community Solar Project must have a nameplate capacity of no less than 25 kW-AC and no larger than 3 MW-AC.**

Nameplate capacity means the maximum rated output of a solar photovoltaic energy system, measured by the rated output of the system inverter(s) at 50 degrees Celsius and adjusted for any transformer step-up losses.

Project Managers may choose to aggregate multiple solar electric systems and treat them as a single Project as long as the aggregated systems are interconnected with the same utility and the aggregated capacity is no more than 3 MW-AC.

Projects are classified by size, and these size categories may be subject to different requirements or processes:

- Small projects are those with an aggregate size less than or equal to 360 kW-AC.
- Large projects are those with an aggregate size greater than 360 kW-AC and up to 3 MW-AC.

Siting

- a. To qualify for the Community Solar Program, a Project must be located within the Oregon Service Territory and directly interconnected to Pacific Power, Portland General Electric, or Idaho Power.**

If a Project is installed on a building or property hosting an existing solar electric installation, the Community Solar Project must be electrically separate from the existing system up to the Point of Interconnection, including separate production metering.

Community Solar Projects must directly interconnect to the utility distribution grid, even if the system is located on, or adjacent to, a building or other load (i.e. projects may not be installed “behind the meter” of a utility customer).

- b. Multiple Community Solar Projects that exhibit the characteristics of a Single Development and are located within the same five-mile radius may not total more than 3 MW-AC, unless the projects are all sited within a single municipality or urban area.**

Projects that have common ownership structure, an umbrella sale arrangement or revenue-sharing arrangements are considered to have the characteristics of a Single Development, and are subject to co-location restrictions. Projects are not considered to have the characteristics of a single development solely because the same entity provides tax equity financing, or because the same bank or financial institution provides debt.

Co-location of Projects with the characteristics of a single development is not permitted within a five-mile radius unless:

- The total capacity is 3 MW-AC or less, or
- The projects are all sited within a single municipality or urban area, as defined below.



THE PROGRAM DEFINES AN URBAN AREA using the United States Census Bureau's definition of an Urbanized Area, which includes territories that encompass 50,000 or more people. The Program recognizes eight Urbanized Areas within Oregon as defined by the 2010 Census. These are:

- **Albany**, including the cities of: Albany, Jefferson, Millersburg and Tangent.
- **Bend**, including the cities and communities of: Bend, Deschutes River Woods, Tetherow and Tumalo.
- **Corvallis**, including the cities of: Corvallis and Philomath.
- **Eugene**, including the cities of: Coburg, Eugene and Springfield.
- **Grants Pass**, including the cities and communities of: Foots Creek, Fruitdale, Gold Hill, Grants Pass, Merlin, New Hope, Redwood and Rogue River.
- **Medford**, including the cities and communities of: Ashland, Central Point, Eagle Point, Jacksonville, Medford, Phoenix City, Talent and White City.
- **Portland**, including the cities and communities of: Aloha, Beaver Creek, Beaverton, Bethany, Bull Mountain, Butteville, Cedar Hills, Cedar Mill, Cornelius, Damascus, Durham, Fairview, Forest Grove, Garden Home-Whitford, Gladstone, Gresham, Happy Valley, Hillsboro, Jennings Lodge, Johnson City, King City, Lake Oswego, Maywood Park, Metzger, Milwaukie, Oak Grove, Oak Hills, Oatfield, Oregon City, Portland, Raleigh Hills, Rivergrove, Rockcreek, Sherwood, Stafford, Tigard, Troutdale, Tualatin, West Haven-Sylvan, West Linn, West Slope, Wilsonville and Wood Village.
- **Salem**, including the cities and communities of: Brooks, Eola, Four Corners, Hayesville, Keizer, Labish Village, Salem and Turner.

Project Managers can use TIGERweb, a free web-based mapping application developed the U.S. Census Bureau, to determine whether a specific site is within an Urbanized Area.

- c. To qualify for the program's Designated Project Carve-Out as a small project (360 kW-AC), a project may not be co-located on the same site with any other small projects that exhibit the characteristics of a single development, unless their aggregate nameplate capacity is less than 360 kW-AC.

If multiple small projects share a common ownership structure, an umbrella sale arrangement or revenue-sharing arrangements, they must be located on different sites to qualify for the Designated Project Carve-Out with the Interim Offering.

Installation Requirements

a. Existing solar electric projects are not eligible for the Oregon Community Solar Program.

Projects must be new. Construction on the generation equipment may not begin prior to Pre-certification.

Decommissioning

a. Project Manager must include the cost of responsibly decommissioning the project at the end of its useful life in the project's financial planning.

As part of the terms and conditions of applying for Pre-certification, Project Managers must indicate the expected useful life of the project and attest that they have included the cost of responsibly decommissioning the project at the end of its useful life in the project's financial planning.

Permits

a. If a non-ministerial permit or land use decision is required, the Project must have approval to proceed from the authorities having jurisdiction prior to Pre-certification.

Before applying for Pre-certification, Project Managers must determine which federal, state and local permits and approvals are required for their Project, and the appropriate agency or offices with jurisdiction over those permits.

If one or more non-ministerial permits or land use decisions are required (e.g. conditional use permits), the Project Manager must secure approval to proceed with development before applying for Pre-certification. Documentation of this approval from appropriate agency or

Ministerial permits are issued by local planning staff based on clear and objective standards and requirements applicable to a specific development proposal or factual situation. Examples include electrical permits or building permits for a use that is permitted by code, or a determination that a proposed structure meets setback or height requirements. Ministerial decisions do not require a public notice or hearing.

Non-ministerial permits are those in which one or more officials or agencies consider various factors and exercise some discretion in deciding whether to issue or deny permits. Permits typically come with conditions. Public notice or hearings are usually required. Examples include conditional use permits, variances and special orders.

office is required as part of the Pre-certification application.

If only ministerial permits or land use decisions are required (e.g. building and electrical permits), the Project Manager must obtain them at the proper point during development, as required by law.

Project Managers should be aware that Projects sited on high-value farmland that is zoned “Exclusive Farm Use” in the Willamette Valley and elsewhere in Oregon may be subject to strict development limitations.

Interconnection

a. Projects must satisfy certain interconnection criteria prior to applying for project Pre-certification.

Community Solar Projects may apply for interconnection through a dedicated community solar interconnection queue made available by each utility. These dedicated utility queues provide a streamlined interconnection process for projects based on their capacity and local distribution system characteristics. Community Solar Projects are eligible for participation regardless of whether they were processed through a utility’s standard interconnection queue or through a utility’s dedicated community solar interconnection queue.

Projects must complete certain activities prior to applying for Pre-certification, which include:

- Applying for interconnection.
- Completing the utility scoping meeting.
- Completing a utility interconnection study, such as a System Impact Study or pass a Fast Track screening process.

Projects less than or equal to 360 kW-AC or that are managed by a public or non-profit Project Manager are exempted from completing a utility interconnection study and must only provide documentation that they have paid the required deposit for these studies.



Project Managers should contact the interconnection specialists at the applicable utility for information on the interconnection process and applying for interconnection. A list of appropriate utility contacts is available at www.oregoncsp.org under *Project Manager Resources*.

There may be delivery points on the utilities’ systems that are constrained. Project Managers should engage with the correct utility as early as possible so that the utility can study whether interconnection at the proposed project site will be feasible.

b. Solar projects larger than 3 MW-AC that are already in a utility interconnection queue may apply for Pre-certification as a Community Solar Project if they reduce the size of

the Project to 3 MW-AC or less, along with meeting all other Project and Program requirements.

A solar project that is in the interconnection queue and that is larger than 3 MW-AC may not be subdivided to create Community Solar Project(s) and one or more other solar qualifying facilities.

Contractors, Partners and Affiliates

a. Project Managers must disclose other entities that are known or expected to be involved in developing and operating the project, including, but not limited to:

- Project Owner(s).
- Construction contractor.
- Designer/engineering contractor.
- Operations and Maintenance (O&M) provider.
- Customer acquisition agent(s), if applicable.
- Participant management contractor, if applicable.
- Financial partner(s), if applicable.
- Community outreach partner(s), if applicable.
- Other(s), if applicable.

A single entity, including the Project Manager, may fill multiple roles. Not all roles may apply to all Projects. Contractors, partners, and affiliates may be revised after a Project is Pre-certified prior to Project Certification period.

Registration of Renewable Energy Certificates (RECs)

a. Large projects that are greater than 360 kW-AC in aggregate size must register with Western Renewable Energy Generation Information System (WREGIS).

In addition, the Project Manager must:

- Maintain sub-accounts associated with the RECs owned by Participants and retire those RECs annually on behalf of Participants.
- Report annually to the Commission on:
 - RECs retired on behalf of Participants.
 - The sale of any RECs generated by the project and sold as of a result of a contract for the unsold or unsubscribed portion of project generation.



A REC represents the property rights to the environmental, social and other non-power attributes of renewable energy generation. RECs are the accepted legal instrument through which renewable energy generation and use claims are substantiated in the U.S. renewable energy market.

All claims to environmental, economic and social benefits associated with megawatt hours of electricity associated with Subscriptions, including any renewable energy certificates, must remain with the Participants. They are not transferrable.

The report must include adequate information for the Commission to verify that any RECs owned by Participants were not sold.

Registration in WREGIS cannot occur until after a project is operational. Information about WREGIS registration and REC retirement and reporting requirements are described in *Chapter 5: Project Certification*.

b. Small projects less than or equal to 360 kW-AC in aggregate size may request a waiver from the requirement to register with WREGIS when they apply for Pre-certification.

A waiver may be requested as part of the Pre-certification application process. If a waiver is granted, the Project Manager must:

- Disclose in its contracts with Participants that the project will not create and retire RECs on their behalf.
- In its application for Pre-certification, attest that all renewable energy attributes associated with megawatt hours of subscribed electricity are being claimed solely by Project Participants.

Number and Type of Participants

a. Each Project must have certain levels of participation by different types of Participants.

At Certification, the Program Administrator will verify that 50 percent of the Project's capacity is subscribed and that the following Participant requirements have been met:

- Five or more Participants.
- No single Participant owns or leases over 40 percent of the capacity of the Project.
- No more than 50 percent of the Project's capacity is owned or leased by large commercial, industrial or irrigation Participants.
- A minimum of 10 percent of the capacity of the Project is owned or leased by low-income residential Participants, as described in the Low-income Requirements.

Customer type is designated by rate schedule, as discussed in Eligible Customer Types under Participant Eligibility Requirements.

All customer capacity allocations will be structured in kW-AC regardless of whether the Subscription Fee offered by a Project Manager would charge a customer on a \$/kW-AC basis, \$/kWh basis, or through some other collection method. Project capacity requirements will be verified based on the aggregate subscription size of customers belonging to each Participant category, relative to the AC capacity of the Project

Customer Acquisition and Marketing

- a. All marketing and advertising activity must comply with the Code of Conduct, Program marketing requirements and contain the Program-approved marketing disclaimer.**

Program-approved marketing disclaimer:

Participation in the Oregon Community Solar Program allows customers to offset their energy usage with electricity generated from a Certified Community Solar Project.

- b. Project Managers must submit a customer acquisition and marketing plan at Pre-certification that describes how they will market to and acquire customers.**

The customer acquisition and marketing plan must describe who will be involved in customer acquisition, and what types of marketing channels, tactics and materials they will use with different types or groups of customers. Guidance on developing an acquisition and marketing plan is available on the program website, www.oregoncsp.org, under Project Manager Resources.

Project Managers are not required to submit examples or copies of marketing materials as part of Pre-certification or Certification, but the Program Administrator may request marketing materials at any time to verify compliance with Program marketing requirements.

- c. Project Managers must submit a Low-income Recruitment Plan at Pre-certification that describes how they will meet the low-income capacity requirement.**

The content of this plan depends on how low-income customers will be recruited for the Project and is described in the [Low-income Participant Requirements](#) section. Guidance on developing a Low-income Recruitment Plan is available on the program website, www.oregoncsp.org, under Project Manager Resources.

Subscriptions and Ownership Shares

- a. Subscriptions must fit within an approved Capacity-based on-bill payment model or a Production-based on-bill payment model.**

Capacity-based on-bill payment model

$$\text{Size}_{\text{kW}} \times \text{Price}_{\text{kW}} \times (1 + \text{Annual Rate Increase}) = \text{Monthly Subscription Payment}$$

Size_{kW} = Size of the subscription in kW-AC

Price_{kW} = \$/kW-AC to be charged to the Participant each month

Annual Rate Increase = Percent by which the rate increases each year (optional)

Production-based on-bill payment model

$$\text{Production}_{\text{kWh}} \times \text{Price}_{\text{kWh}} \times (1 + \text{Annual Rate Increase}) = \text{Monthly Subscription Payment}$$

$\text{Production}_{\text{kWh}}$ = monthly kWh generation from subscription (variable)

$\text{Price}_{\text{kWh}}$ = Bill Credit Rate +/- adjustment factor (in \$/kWh)

Annual Rate Increase = Percent by which the rate increases each year (optional)

The Oregon Public Utility Commission does not establish community solar Subscription prices. Project Managers may structure their Subscriptions to fit the needs of the Project and its Participants, as long as the terms of the Subscription meet Program requirements.

Project Managers must assess and collect payments through Participants' monthly utility bills using one of the approved on-bill payment models. This minimizes administrative burden and costs for the utilities and Program Administrator.

The approved models are designed to accommodate the most common types of subscriptions seen in other states. For example, a Project Manager wishing to charge a flat monthly fee could do so by dividing that fee by a Participant's kW-AC subscription and entering that fee on a \$/kW basis. A percentage discount could be accommodated by setting a Participant's \$/kWh subscription at the appropriate discount percentage from the bill credit rate. The Project Manager may collect on-bill payment either for the entire term of a Participant's contract or for a specific number of monthly payments.

If a Project Manager wishes to collect some or all participation payments directly (i.e. "off-bill"), including any partial or full up-front payments, a written justification and request must be submitted as part of the Pre-certification application process on the Program platform. The Program Administrator will review and approve the request as part of the Pre-certification review process.

If a Project Manager wishes to use an alternative on-bill model, a written justification and request must be submitted as part of the application for Pre-certification. Creating a new or customized on-bill payment model can require significant and costly enhancements to the Community Solar Program Platform and utility billing system, and the Project Manager may be required to cover the cost of the upgrades. Approval of alternative on-bill payment models will be granted at the discretion of the Program Administrator and impacted utilities, in consultation with the Oregon Public Utility Commission.

Special Project Designations

- a. **Projects that deliver 50 percent or more of the generating capacity of the Project to Low-Income Participants, or that provide a subscription discount of at least 50 percent to all participating Low-Income Participants, may request a special “low-income project” designation.**

If applying on the basis of program capacity, a Project demonstrates that it meets the designation requirement through the information provided in the Pre-certification application about planned capacity allocations to different Participant types and the Low-income Plan. Compliance is verified based on the Project’s participation levels at the time of Certification.

If applying on the basis of Subscription discounts, a Project demonstrates that it meets the designation requirement through the information provided in the Pre-certification application about available Subscription products. Compliance is verified based on the Subscription pricing products submitted by the Project Manager during Pre-certification.

- b. **Projects where the Project Manager or two or more contractors or partners involved in developing, operating or marketing the Project are certified as a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE) or a Service-Disabled Veteran (SDV) business may request a special “workforce diversity” designation.**

A Project demonstrates that it meets the designation requirement through the information provided in the Pre-certification application about partners and contractors involved in developing, operating and marketing the Project.

- c. **Projects built on a site where development is complicated by real or perceived environmental contamination, including old landfills, former military, rail and heavy industrial facilities and designated brownfields, may request a special “brownfield reuse” designation.**

A Project demonstrates that it meets the designation requirement by providing documentation of its brownfield status at the time of Pre-certification.

- d. **Projects that include farm use on the Project site and obtain approval for a dual-use development plan by the Authority Having Jurisdiction may request a special “dual agricultural use” designation.**



Special Project Designations

To encourage and support Projects that provide additional community benefits, the Program grants special designations that can be used by the Project Manager in marketing materials and other outreach. Special designations are also indicated on a Project’s listing on the Program website.

A Project demonstrates that it meets the designation requirements by including documentation of its dual-use development status in the non-ministerial permit documentation provided at the time of Pre-certification.

Participant Contract requirements

1. *Mandatory contract provisions*

All contracts between Project Managers and Participants must contain certain provisions. Project Managers must use the Program’s standard contract template for all contracts with residential Participants.

To help protect and inform Participants and Project Managers, the Program requires that all participation contracts contain certain provisions.

In their contracts with Participants, Project Managers must include provisions listed below. They must be written in plain language and in a manner that is understandable to the Participant. In some cases, the provision requires the inclusion or explanation of certain terms of participation. In others, the provision requires that a standard is met or exceeded. These requirements are described in italicized text. In a few cases, the provision requires that specific language be used. The text of the specific language is italicized and contained in quotations.

Where specific language is required, the language may not be modified except to substitute pronouns, such as “you”/“your”/“yours” and “we”/“their”/“our”/“ours” for references to Participant(s) and Project Managers, to make the contract easier for Participants to read and understand.

a. **Incorporation of Disclosure Checklist**

- The agreement between the Participant and the Project Manager must incorporate all terms included in the Disclosure Checklist. The contract must clearly state that the Disclosure Checklist is part of the contract.

b. **A description of the costs, risks and benefits of participation**

- Provide an estimate of the generation of the Project and the Participant’s Subscription, and include a disclosure that generation is subject to variability
- Provide a description of a bill credit: *“The Bill Credit is the amount in dollars that Participants receive from their electric utility for the electricity generated by their Subscription. The Bill Credit Rate is the value used to calculate a Participant’s Bill Credit. Bill Credit Rates are set by the Oregon Public Utility Commission.”*
- Describe the Bill Credit Rate assigned to the project and how the Participant’s total monthly and annual Bill Credit amount will be determined.

- Describe all one-time and ongoing fees, including but not limited to any actual and applicable Program Fees, early termination fees, subscription transfer fees and late payment fees. Note that such fees will be collected off-bill.
- If any participation payments are collected up-front or off-bill, describe the method and timing of this payment collection by the Project Manager.
- Describe how the Project Manager handles late or unpaid Subscription Fees and collections, and the consequences of late or unpaid fees.
- Include a schedule that shows, at minimum, for each year of the term of the agreement: the Subscription Fee that will be charged; the Bill Credit Rate (\$/kWh); the Program Fee (\$/kW-AC); the expected annual production of the Subscription (kWh); and a calculation of the expected yearly net benefit or cost. If there are up-front payments, a Year 0 should be included to denote this. An example of this schedule can be seen in the Contract template.
- Disclose that if the Subscription produces excess generation over the course of an annual billing cycle, the excess generation will be donated to the low-income programs of the Participant's electric utility. If a Participant has already been credited with excess generation over the course of the year, the value of that excess generation will be recovered with an additional charge on the Participant's bill at the end of the annual billing cycle. The PA will distribute the additional charge across multiple months for low-income customers to ensure fees will not exceed the value of the bill credit.

c. Length of contract

- Must be at least ten years.
- Must explain the Participant's options at the end of the contract term.
- If a customer contract is not extended, any remaining bill credit balance on their account at the time of the contract term will remain attached to their account and be credited towards subsequent monthly bill or donated at the end of an annual billing cycle as normal.

d. Contract portability if a Participant relocates

- Participants must be allowed to retain their Subscription if they relocate within their utility service territory.
- Clear terms and instructions for relocation must be provided, including how adjustments may be made to the Subscription in the event that the Participant's new site uses less electricity annually than the Subscription generates.

- Project Managers may not charge a fee if a Participant relocates and there is no change to the size of their Subscription. Fees associated with changing the size of a Subscription (whether due to relocation or otherwise) are addressed below.

e. Contract transferability to another Participant

- Project Manager must allow Participants to transfer their Subscription to another eligible customer of their choosing (subject to Program Administrator verification), provided the customer meets all conditions of the Subscription. Clear instructions for requesting a transfer must be provided.
- The fee for transferring a Subscription to another eligible customer must be disclosed, and the Project Manager's off-bill method of collecting this fee must be described.
- A contract transfer fee for residential Participants may not exceed 20 percent of the gross estimated annual Bill Credit value of the Subscription, if the transferee is eligible to assume the Subscription with no modifications, and the Participant provides at least three weeks' notice to their Project Manager.
- Low-income Participants may not transfer their Subscription to another customer unless the transfer is being made to a member of the same household who has assumed responsibility for the utility account at the site. Transferring the Subscription under this circumstance must be allowed at no cost.

f. Early termination

- Clear instructions for terminating a Subscription before the end of the contract term must be provided.
- The fee for terminating the Subscription prior to the end of the term must be disclosed, and the Project Manager's off-bill method of collecting this fee must be described. The Participant's ability to recoup any up-front payments must also be disclosed.
- Early termination fees for residential Participants may not exceed 50 percent of the of the gross estimated annual bill credit value of the Subscription, if reasonable notice is provided. The Project Manager must describe what constitutes reasonable notice.
- Early termination fees for low-income Participants are prohibited.
- Any fees and Subscription cost recovery options in the event of termination of the contract due to Force Majeure on the part of the Project Manager or Participant must also be disclosed.
- Participants or Project Managers may terminate the contract if the other party breaches a material obligation under the contract and fails to cure the breach within 30 days of

being notified by the non-breaching party.

- If a Participant has a bill credit balance on their account at the time of early termination, it will be forfeited and donated the utility's low-income programs.

g. Utility disconnection and non-payment

- In the event of any non-payment, unpaid on-bill subscription charges will be recovered on the next monthly bill. The Project Manager may provide instructions for procedures for the off-bill collection of any unpaid off-bill charges, as well as the off-bill collection of any penalties for non-payment of on-bill subscription charges. Penalties may not be charged to low-income Participants.
- Clear instructions for procedures in the case of utility disconnection at a customer account must be disclosed, including any penalties.
- In the case of temporary disconnection, any bill credits and on-bill Subscription charges that a customer accrues during the disconnected period will appear on the next bill, following reconnection.
- Non-payment due to disconnection may be considered a breach of obligation and the Project Manager may follow the approach outlined above for Early Termination (notifying the Participant and terminating after 30 days if the breach has not been cured). In the event that a Project Manager learns that a customer's utility account has been closed by the customer, rather than disconnected due to non-payment of the utility bill, the Project Manager may terminate the agreement immediately and does not need to provide 30 days' notice.
- Low-income customers may not be charged a penalty for utility disconnection or related contract termination.

h. Changing the size of a Subscription

- Explain the circumstances under which a Participant may change the size of their Subscription and the process for doing so. Disclose any associated fees and the Project Manager's off-bill method of collecting this fee.
- Project Managers may not impose a fee for reducing the size of a low-income Participant's Subscription if the low-income Participant relocates and their new site uses less electricity annually than the Subscription generates, or if the low-income Participant reduces their subscription to avoid oversubscription

i. Explanation of the concept of renewable energy credits

- *“Renewable energy reduces greenhouse gas emissions by displacing emitting generation on the electricity grid. A Renewable Energy Certificate (REC) represents the rights to these greenhouse gas emission reduction attributes, plus all other non-power benefits associated with the generation of renewable energy.*

Only the owner of a REC can claim the environmental attributes of the associated megawatt-hours of renewable energy. A party must own and retire the RECs to make claims about using renewable electricity.

The Participant owns the RECs and the environmental, economic and social benefits associated with megawatt hours of electricity generated by their Subscription. The Participant may not sell or transfer these RECs, except as part of the transfer or reassignment of their Subscription to another customer.”

- –If the project is less than or equal to 360 kW and is granted a waiver from the requirement to register with WREGIS, then the Project Manager must also include the following language in the contract:

“The Western Renewable Energy Generation Information System (WREGIS) is the independent, renewable energy tracking system for this region. This project has received a waiver from the requirement to register with WREGIS. As a result, this project will not certify or retire renewable energy certificates on behalf of the Participant.”

j. Data privacy and security

- Explanation of how the Project Manager will ensure the security of private Participant information, in accordance with its obligations as a registered Project Manager, as described in the Code of Conduct.

k. Responsibilities of the Program Administrator, electric company and Oregon Public Utility Commission

- **Program Administrator:**

“The Oregon Community Solar Program Administrator, a company called Energy Solutions, and its subcontractors are responsible for implementation and management of the day-to-day operation of the Community Solar Program, including reviewing projects, calculating bill credits and coordinating monthly bill crediting with utilities, facilitating the billing and collection of Subscription payments through the utility bill, monitoring Project Managers’ compliance with Program requirements and the Code of Conduct and supporting the resolution of complaints related to the Community Solar Program.”

- **Utility:**
“With consent from the Participant, the Participant’s utility is responsible for providing customer electricity account information for the purpose of verifying their Subscription eligibility, applying bill credits owed to Participants, collecting and remitting Subscription payments owed by Participants to the Project Manager and collecting fees to fund Program Administration.”
- **Oregon Public Utility Commission:**
“The Oregon Public Utility Commission is responsible for overseeing and reporting on the performance of the Community Solar Program, Pre-certifying and Certifying projects, resolving escalated complaints, conducting periodic audit and evaluation of the Program and anything else determined by the Commission.”

I. Notifications regarding project status and performance

- If a Project is not operational at the time the Participant enters into the contract, the Project Manager must: a) provide the estimated Commercial Operation date; b) indicate the frequency and method by which they will notify the Participant about the status of the Project; and c) explain the Participant’s options if the Commercial Operation date is delayed by more than a year, including remedies and refunds that would apply under this circumstance. The Project Manager must also clearly disclose that the Participant will not receive bill credits until after the Project is operational.
- If the estimated Commercial Operation date changes, the Project Manager must notify the Participant of the revised date as part of the recurring updates.
- Project Managers must provide Participants with a status update about the Project a minimum of every three months until the Project become operational. Status updates must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).
- Project Manager must notify the Participant in advance if the Project will be offline for a planned outage for more than three days and include an estimated date by which the Project will resume operation. If there is an unplanned outage of more than three days, the Project Manager must notify the Participant promptly and include an estimated date by which the Project will resume operation. Notice must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).
- Project Managers must commit to take all commercially reasonable steps necessary to construct, interconnect, maintain and repair the Project and associated equipment to ensure the Project produces electricity substantially as intended for the term of the agreement.

- Project Managers must assume all responsibility, liability and costs for the ongoing operations, maintenance or repair of the Project. No extra fees for repair or maintenance may be passed on to the Participant.
- If the Project is terminated for any reason before or after achieving commercial operation, the Project Manager must notify the Participant by mail within two weeks of the decision to terminate. The notice must describe the Participant's options, rights and remedies under this contract, including the refundability of any upfront payments.
- Disclose and describe any guarantees of performance.

m. The Participant's right to file a complaint with the Program using dispute resolution process

- *"If you have questions, require information or wish to make a complaint, contact [PROJECT MANAGER BUSINESS NAME] by calling [PROJECT MANAGER CUSTOMER SERVICE PHONE], emailing [PROJECT MANAGER CUSTOMER SERVICE EMAIL], writing to [PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS] or following the instructions at [PROJECT MANAGER WEBSITE]."*

"If you have inquiries or complaints that the Project Manager is unable to resolve, you should contact the Program Administrator by calling 1-800-481-0510 (calls answered Monday through Friday, 8:00 a.m. to 5:00 p.m.) or emailing info@oregoncsp.org."

- The Project Manager's dispute resolution process must be clearly described. If a contract requires mandatory arbitration, it must be clearly disclosed.
- The Project Manager's dispute resolution process and any other provisions of the Contract may not:
 - Require Participants to bring disputes or claims in an inconvenient venue or with time limits more restrictive than the relevant statute of limitations.
 - Waive the Participants' redress rights under Oregon or federal law.
 - Give up the Participants' ability to seek punitive damages.
 - Require Participants to pay fees and costs beyond what Oregon state and federal courts would require

n. Additional mandatory provisions

- *"Participants are advised that the Project Manager may assign, sell or otherwise transfer this Contract to another entity, and that other entity will be bound by the terms of the agreement as if it were the Project Manager. If this Contract is assigned, sold or transferred, the Project Manager will notify Participants in advance of the change."*
- **Three-day right to cancel:** Participants must be given the right to cancel the contract and

receive a full refund on any deposits or payments if the request is made within three business days (Monday through Friday, excluding federal holidays) of signing the contract.

- **Consent to access and use Participant energy information:** *“The Participant authorizes its utility to provide the Project Manager and Program Administrator the utility usage and billing information for the electric account(s) specified by the Participant, for the term of the Contract. This information may include the Participant’s electricity account and meter number(s), utility rate schedule(s), electricity use and billing information. This information will be used by the Program Administrator and Project Manager to verify the Participant’s eligibility for the Community Solar Program and perform monthly billing and crediting for the Subscription.”*
- **Participant information release:** *“The Participant agrees that the Program Administrator may report information in aggregate about you and your Subscription to the Oregon Public Utility Commission, the Oregon legislature or other state agencies as necessary to meet the Program Administrator responsibilities. The Program Administrator and Project Manager will treat all other Participant information gathered as confidential.”*
- **Project Manager’s right to impose additional requirements on Participants:** Contracts may impose additional requirements on Participants, provided those requirements do not discriminate based on race, color, religion, sex, sexual orientation, national origin, marital status, disability, familial status or source of income.

2. Standard contract template

a. Contracts between Project Managers and residential Participants must use a standard contract template.

To further protect residential Participants and help ensure that it is easy for them to understand and compare community solar options, contracts between Project Managers and all residential Participants must follow a standard contract template that has been approved by the Oregon Public Utility Commission. There are two versions of this standard contract template: one specific to low-income Participants and a standard version.

Blank copies of the standard contract template and low-income contract template can be found on the program website, www.oregoncsp.org, under *Project Manager Resources*. These standard contract templates contain standardized terms and conditions but still allow Project Managers to customize many key Subscription terms, including the Subscription price, Subscription model, up-front payment options and discounts, length of the term, additional Participant eligibility requirements and certain fees.

All mandatory contract provisions described in the previous section are incorporated into this standard contract. The standard contract template also includes the Disclosure Checklist as the first pages of the contract, eliminating the need for Project Managers to create and provide one separately.

Project Managers may opt to use this contract template for non-residential Participants.

b. Project Managers must provide a Program Disclosure Checklist to every Participant before executing a contract.

A blank copy of the Program Disclosure Checklist template can be found on the program website, www.oregoncsp.org, under *Project Manager Resources*. For ease of use and to reduce administrative time for the Project Manager, after adding a Participant to a Project in the Community Solar Program Platform, the Project Manager can download or print a filled-out copy of the disclosure form for a given Participant.

Any modifications of the Disclosure Checklist beyond those described in the instructions accompanying the template are prohibited.

Participant Eligibility Requirements

Oregon customers of PGE, Pacific Power and Idaho Power are eligible to participate in the Program. To participate, customers must meet the requirements described in this section, enroll in a Project that has been Pre-certified by the Oregon Public Utility Commission and sign a Subscription Agreement with the registered Project Manager of the Project. Customers who enroll with a project and sign a Subscription agreement are considered Participants.

Before enrolling a customer in a Project, the Project Manager must work with the customer to obtain the utility information needed to confirm the customer's eligibility and size their Subscription appropriately. The Program Administrator will verify Participant eligibility as they are enrolled and added to a Project in the Community Solar Program Platform by the Project Manager. The Program Administrator also verifies any new Participants added to a Project after Certification.

If, at any time it is determined that a Participant or their Subscription is not in compliance with these requirements, the Program Administrator will notify the Project Manager of the deficiency. The Project Manager must then work with the Participant to make any changes necessary to resolve the issue.

1. Determination of eligibility

The Program Administrator will verify the eligibility of each Participant and their Subscription size.

Project Managers must take reasonable steps to screen customers for eligibility and size their Subscription appropriately. However, final determination and verification of eligibility is performed by the Program Administrator when a Participant is added to a Project in the Community Solar Program Platform.

2. Customer definition

A customer is defined at the site level. A site is the address associated with a meter or a collection of meters that are co-located on a property under a shared customer account.

For a typical residential customer, this will be the physical address, including unit number, of the home. For a typical commercial customer, this will be the physical address of one of the business's locations and will include all meters serving that site that are associated with the customer's account.

3. If a customer has multiple sites, and the sites substantially share management or ownership, those sites are considered customer affiliates.

Customer affiliates include:

- Different locations of the same business.
- Different franchise locations with the same ownership.
- Different locations of a division or bureau of a government entity.
- Different buildings of a college or university that are affiliated with the same campus.
- Different schools
- Schools that share a school district.

The following are *not* considered customer affiliates:

- Franchises that do not share ownership.
- Different divisions or bureaus of a government entity.
- Different campuses of a college or university.
- Different chapters of an organization or non-profit.

4. Participant utility

The customer, as defined by their site, must be a retail customer of the utility to which the Project is interconnected.

5. Subscription caps

- a. **A customer may not subscribe to or own a portion of capacity that is expected to generate more than 100 percent of the customer's annual electricity usage.** Project Managers must work with customers to obtain the annual electric usage information necessary to size a Subscription appropriately. This should be done before the Project Manager enters into a participation contract with the customer. At Certification and when new Participants are added to a project Post-Certification, the Program Administrator will verify that Participants comply with this requirement.

The method used by the Program Administrator to determine a customer's cap will vary based on how long the customer has resided at their premise.

- **For customers that have been located at their current premise for at least six months:**
 - Utility billing history will be used to calculate or, where a partial year's data is available, estimate the customer's annual electricity use.
 - In some cases, Participant billing history may not be available to the Program Administrator, for example if a utility customer has opted out of data sharing with their utility. In these cases, either the Project Manager must provide documentation of a Participant's past energy consumption, or the Program Administrator will verify Participant consumption according to the secondary process below.
- **For new construction or customers that have been located at their current premise for less than six months, or for whom billing history is otherwise not available:**
 - When adding a customer to a Project, the Project Manager must provide the following information about the customer's premise:
 - County.
 - Size (in square feet).
 - Heating fuel (electric or non-electric).
 - Building type (single family, multi family or non-residential).
 - This information will be used to determine the average annual electricity consumption for a building with similar characteristics. This value will be used by the Program Administrator as the customer's cap. A table of these values and a list of heating zones, by county, is available on the program website, www.oregoncsp.org, under Project Manager Resources.
 - As an alternative, the customer may provide their Project Manager with an Oregon Department of Energy-approved energy model for the premise. The Project Manager must upload a copy of this model when adding the Participant to the Project. A list of approved energy models can be obtained from Oregon Department of Energy's [website](#).

- b. **A customer may not subscribe to more than 40 percent of the capacity of a single Project.**
- c. **A customer and its affiliates may be subject to capacity subscription limits within a Program Tier.** For the Interim Offering, a customer may not subscribe to more than 2 MW-AC of capacity across all participating utilities. A customer and its affiliates may subscribe to no more than 4 MW-AC of capacity, in aggregate, across all participating utilities.

6. *Eligible customer types*

Customers are classified as residential, small commercial and large commercial/industrial/irrigation customers based on their rate schedule. A list of eligible customer rate schedules and their accompanying customer type classifications is available on the program website, www.oregoncsp.org, under Project Manager Resources.

Direct access customers, lighting/traffic signals, cost of service opt-out customers, and customers who are receiving volumetric incentive rates (VIR) under the Solar Photovoltaic Volumetric Incentive Program are **not** eligible to participate as Participants.

Low-income Requirements

1. *Low-income definition*

- **Low-income is defined as less than or equal to 80 percent of the Oregon State Median Family (or Household) Income.** Income levels that fall within this range are updated annually. Current threshold values are available on the program website, www.oregoncsp.org, under Project Manager Resources.
- **Income verification will be conducted by the Low-income Facilitator.** Income verification occurs once when the customer is enrolled in the program. Income information is confirmed again when the customer is assigned to a Project. As part of the income verification process, the Low-income Facilitator will also collect demographic information and obtain permission to access utility data on behalf of the customer.

2. *Low-income capacity requirements*

A minimum percentage of the capacity of each Project must be Subscribed by low-income residential customers. For the Interim Offering, at least 10 percent of the generating capacity of each project must be subscribed by low-income residential customers at the time of Certification and throughout the commercial operation of the Project.

3. Low-income customer recruitment

- **The Low-income Facilitator will recruit low-income Participants on behalf of a Project, if requested by the Project Manager.**

There is no cost or additional fee if the Project Manager opts to have the Low-income Facilitator perform recruitment. The Low-income Facilitator offers this support to all Project Managers to help overcome barriers to low-income participation in the Program and to improve the experience and ensure the protection of low-income Participants.

If a Project Manager wishes to allocate more than 10 percent of capacity in a Project to low-income customers, the Low-Income Facilitator may only provide limited recruitment efforts for low-income Participants beyond the required 10 percent capacity requirement. However, the Facilitator will collaborate with and support the Project Manager when possible, depending on the Facilitator's available time and resources. Project Managers should make their plans and needs clear in their Low-income Recruitment Plan.

The Project Manager can request recruitment services from the Low-income Facilitator when they apply for Pre-certification. The Low-income Facilitator will schedule a call with the Project Manager during Pre-certification to discuss the Project and review verification and enrollment procedures.

- **Project Managers that will recruit their own low-income Participants must submit a Low-income Recruitment Plan at Pre-certification that includes information about their low-income recruitment strategy.** The Low-income Recruitment Plan must describe how many low-income Participants are needed; the size, configuration and net monthly cost or savings of the Subscriptions; how, where and when low-income marketing will be conducted; who will be conducting the low-income marketing; and a primary point of contact for low-income Participant recruitment. Guidance on developing a Low-income Recruitment Plan is available on the program website, www.oregoncsp.org, under *Project Manager Resources*.



Low-income Customer Recruitment

Recruitment is the process that begins with marketing and customer education and results in an interested customer providing their contact information and consent to be contacted for follow-up by the Project Manager and verification by the Low-income Facilitator. The contact information gathered as part of recruitment must include, at a minimum, their name, physical address, phone number and, if available, email.

As part of the Pre-certification application review process, the Low-income Facilitator will schedule a call with the Project Manager to discuss the plan and review recruitment, verification and enrollment procedures.

- **Project Managers recruiting their own low-income customers must work with the Low-income Facilitator to recruit and enroll these Participants in a timely manner.** A Project will not be certified until all the low-income Participants recruited by the Project Manager have been verified by the Low-income Facilitator. Therefore, it is suggested that the Project Manager complete its low-income recruitment at least one month before requesting Certification, providing the Low-income Facilitator sufficient time to verify customer eligibility without causing a delay in Certification.

4. Low-income Subscription requirements

- **For low-income Participants, the monthly cost to participate, inclusive of fees, may not exceed the value of the bill credits.**

Project Managers must take typical monthly variations in solar production into consideration when structuring the price of their low-income subscriptions. If Project Managers wish to offer a flat Subscription Fee, it must be structured or priced to prevent the monthly savings from dropping below \$0 in any given month.

- **Low-income Subscription Fees must be priced to provide a subscription discount of at least 20 percent compared to the customer's Bill Credit Rate.**

The subscription discount is calculated as the difference between the bill credit and the total cost of participating (expressed in \$/kWh and inclusive of fees), divided by the Bill Credit Rate.

For example, if the Bill Credit Rate is \$0.11/kWh and the customer's Subscription Fee is \$0.07/kWh (and assuming that the Low-Income customer does not pay Program Fees), the subscription discount is 36 percent: $(\$0.11 - \$0.07) / \$0.11 = .36$

This requirement is a floor, not a ceiling, on the level of savings provided to low-income customers. Providing a net savings of 50 percent is considered best practice and is strongly encouraged. The Low-income Facilitator may, at its discretion, prioritize projects that offer greater discount when allocating low-income customers to available projects.

- **Project Managers may request a waiver from the requirement that low-income Participants receive 20 percent Subscription discount, on the basis that this would allow them to allocate a greater amount of capacity to low-income customers.**

In certain cases, a Project Manager may wish to provide a larger share of Project capacity to Participants than is required by the Program. In these cases, the requirement that low-income Participants receive a 20 percent Subscription discount may present a financial barrier. In these cases, the Project Manager may submit a waiver request to the Program Administrator to be exempted from the 20 percent savings requirement.

A waiver request must detail:

- The reason why the Project Manager requests a waiver from the requirement for a 20 percent subscription discount for low-income customers.
- The percentage of the project capacity the Project Manager intends to allocate to low-income customers.
- The level of Subscription savings that the Project Manager proposes to provide to low-income customers (in no case may a Project Manager propose pricing that would increase low-income customers' monthly bills).
- A discussion of how the Project Manager will be able to recruit enough low-income customers to achieve a high level of low-income participation without the incentive of a higher subscription discount.
- A justification for how this proposal provides benefits to low-income customers that equal or exceed the standard approach.



A waiver request form is available on the program website, www.oregoncsp.org, under Project Manager Resources. Requests for a waiver should be emailed to the Program Administrator at administrator@oregoncsp.org.

Waiver requests may be made as part of or at any time prior to Project Pre-certification application. The Low-income Facilitator and Program Administrator will review the request and consider if the increased allocation of capacity to Low-income Participants provides enough additional benefit to justify reducing the savings requirement. The Low-income Facilitator's and Program Administrator's recommendation on whether to grant the waiver will be provided to the Oregon Public Utility Commission at the time of Project Pre-Certification as part of the Program Administrator's Project Summary. If a Project Manager submits a waiver request prior to Pre-Certification application, the Low-Income Facilitator will inform the Project Manager of whether it would recommend granting the waiver based on the merits of the request, but the final decision would be made by the Commission as part of Project Pre-Certification.

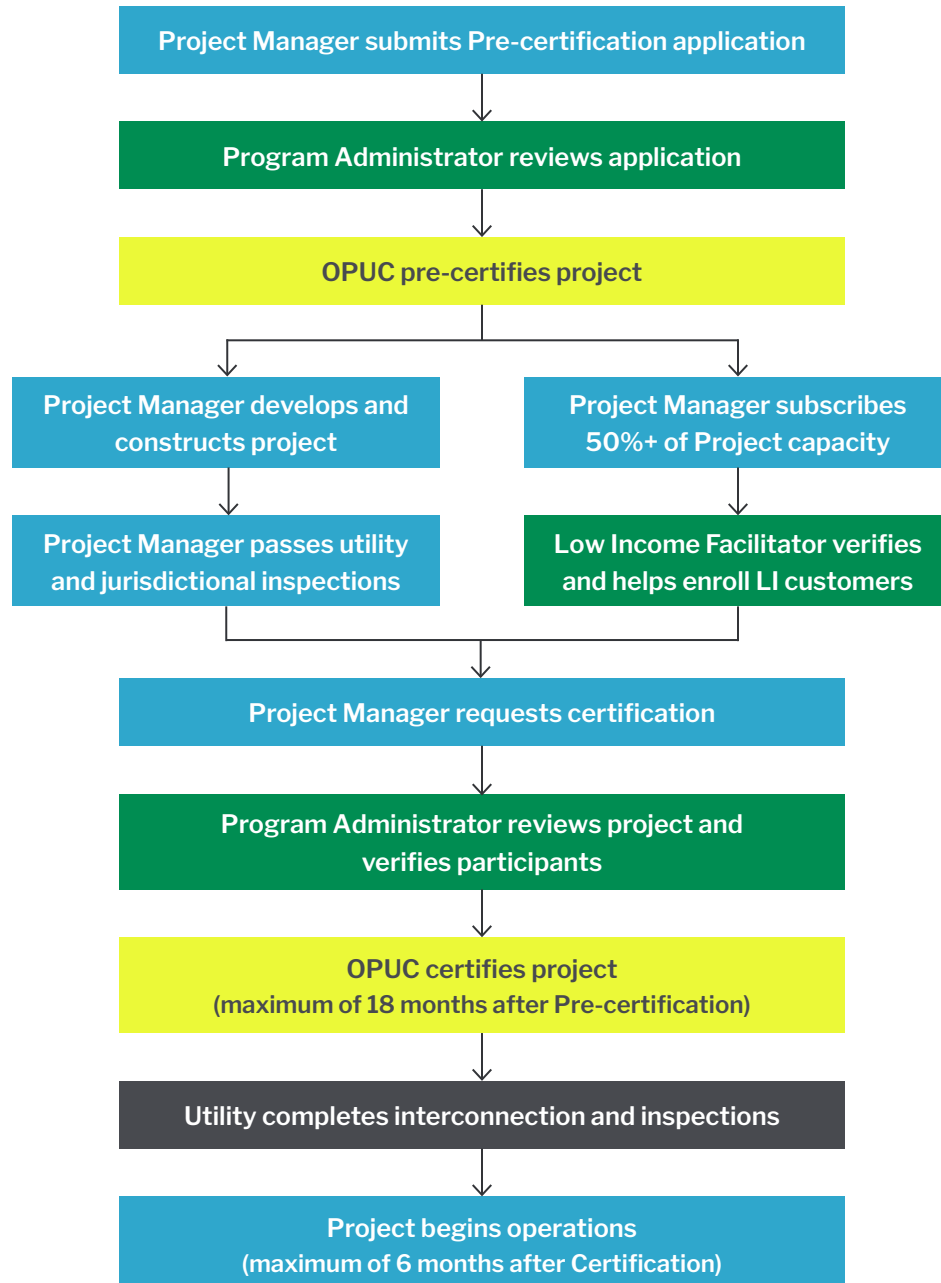
Chapter 4

Project Pre-certification

Applications for Project Pre-certification must be submitted by a registered Project Manager. Project Managers are expected to understand the application submission procedures, the required application paperwork and the review and approval process for a Project to become Pre-certified and Certified.

The basic steps of the Project Pre-certification and Certification process are shown in Figure 1.

Figure 1. The basic steps for Pre-certification and Certification.



Project Managers and Participants are required to pay certain fees to participate in the Program. These fees include:

- Pre-certification application deposit or fees paid by the Project Manager to the Program Administrator at Pre-certification.
- Program Fees paid by the Participant on a Participant's monthly bill.

The collection method for Program Fees paid by Participants on their monthly bill is addressed in *Chapter 6: Project Participation and Billing*.



A table of current Program Fees is available on the program website, www.oregoncsp.org, under *Project Manager Resources*.

Pre-certification Application Deposit

When their application for Pre-certification is accepted by the Program for review, Project Managers shall submit an application deposit. The deposit varies with the size of the project. The ability to receive a deposit refund is dependent on how far the Project progresses through the Pre-certification and Certification processes.

- 100 percent of the deposit shall be refunded to the Project Manager if a lottery is conducted to allocate program capacity, a Project is not granted capacity in the lottery, and the Project Manager chooses to withdraw the application rather than be added to a waitlist.
- 50 percent of the deposit shall be refunded to the Project Manager if the Project is cancelled after being Pre-certified but before certification.
- 0 percent of the deposit shall be refunded to the Project Manager if the project is certified.

Pre-certification Application Steps

- Review *Chapter 3: Requirements* and confirm the Project meets all the requirements for Pre-certification.
- Review videos and resources on utilizing the Community Solar Program Platform to submit and manage Projects.
- Gather the Pre-certification information and materials listed in Information and documentation required in the Pre-certification application, below.
- Submit the required Pre-certification application information and supporting materials through the Community Solar Program Platform.
- Pay the application deposit fee.

Project Information Posted Publicly on the Program Website

Information about current capacity tiers and the application queue is posted publicly on the Program website at oregoncsp.org. The Program also maintains a central clearinghouse of Pre-certified projects on the website. The clearinghouse makes it easier for customers to find, compare and connect with projects.

When a Project Manager submits an application for Pre-certification, they agree to allow the Program to post certain Project-level information on the website, including Project Manager, location, utility, size, estimated annual generation, Project type (rooftop or building-integrated versus ground mount), proposed number of Participants, percent low-income, expected commercial operation date, Subscription Fees and special project designations.

Project Managers must indicate at least one Subscription pricing product that is available for Residential customers to be shared on the Project Clearinghouse. Subscription products will be provided in a standard template with information on Subscription price, escalators, term, and fees and penalties.

Information that may be posted publicly on the Program website is marked with an asterisk (*) in the *Information and Documentation Required in the Pre-certification Application* section below.

Information and Documentation Required in the Pre-certification Application

The following section outlines what information and documentation must be submitted through the Community Solar Program Platform as part of the Pre-certification application. Where documentation is required, it is specifically noted. The Program Administrator and Low-income Facilitator use this information to verify that a Project meets the Program Requirements. The Oregon Public Utility Commission refers to it in making its determination on Pre-certification.

Information that may be posted publicly on the Program website is marked with an asterisk (*).



Subscriptions and ownership interests

Project Managers may offer customers ownership interest or Subscriptions (also known as leases) in Pre-certified projects. To simplify Program communications, the Community Solar Program frequently refers to both of these participation arrangements, generally, as “Subscriptions.”

1. Primary project roles and contact information.**a. Project Manager business name and website.***

- Project Manager contact info for the primary point of contact for each Project (confirmed from registration listing).

b. Project Owner contact info, if different from Project Manager.**c. Basic project and site information.**

- Total Project capacity (DC and AC) and estimated generation.*
- Site location(s)/address and utility.*
- For each solar installation within a project:
 - Installation type (ground mount, rooftop or building integrated).
 - Tilt and orientation.
 - Shading factor.
 - Equipment information about the number and type of modules, number and type of inverters, number, type and capacity of batteries (if applicable), type of trackers (if applicable).
- Draft plan set that includes an electrical schematic and physical layout diagram (upload documents).

d. Business name and contact info for contractors, affiliates or partners.

- Project Manager must provide information about other businesses involved in developing, operating and marketing the Project. If some or all of these roles are fulfilled by the Project Manager or do not apply, the Project Manager may indicate such in the application.
- Indicating if any of the businesses are a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE) or a Service-Disabled Veteran (SDV) business is optional for projects seeking the “workforce diversity” special designation.
 - Project Owner(s).
 - Construction contractor.
 - Design/engineering contractor.
 - Operation and maintenance (O&M) provider.
 - Customer acquisition agent(s), if applicable.
 - Participant management contractor, if applicable.
 - Financial partners, if applicable.
 - Community outreach partners, if applicable.
 - Other (describe), if applicable.

e. Subscription information. (Information on at least on Subscription available for Residential customers must be provided publicly on the Project Clearinghouse.)

Information about each of the products that will be offered to Participants, including:

- Participant type (e.g. low-income, residential, small commercial, large commercial/industrial/irrigator, other).*
- Subscription type (ownership versus lease).*
- The term of the Participation contract.*
- The amount and conditions of any penalties or fees (e.g. early termination fees, late payment fees, transfer fees).*
- The price and structure of the Subscription.*
- If and how the price changes over time.*
- The number of payments to be collected on-bill.*
- If the Project Manager wants to collect some or all of the Subscription payment directly (i.e. “off-bill”), they must provide an additional written request and justification, to be reviewed and approved by the Program Administrator.*
- If the Project Manager wants to collect on-bill Subscription payments using an alternative to the approved on-bill payment models, they must provide an additional written request and justification, to be reviewed and approved by the utilities and the Program Administrator.*

f. Estimated project cost information, broken out by category.

- Equipment costs.
- Engineering, procurement and construction costs (excluding equipment).
- Development costs.
- Customer acquisition costs.
- Participant management costs, annualized.
- Operation and maintenance (O&M), annualized.
- Other (describe).

g. Allocations to different Participant types.

Estimation of the capacity that will be allocated to, and quantity of, each type of Participant (low-income*, residential, small commercial, large commercial/industrial/other).

h. Customer acquisition and marketing plans.

- Customer acquisition and marketing plan (upload document – template provided).
- Low-income Recruitment Plan (upload document – template provided).

i. Permits.

- Identify and provide the status of all required permits and approvals including: electrical; structural; zoning/land use; water rights; FAA/airport; environmental impact; cultural/historic impact; city council/board approvals; and any others (describe).
- If required, provide proof of non-ministerial/discretionary-type permits or land use approval (upload documentation).

j. Interconnection.

- Indicate interconnection queue type (Community Solar queue or standard interconnection queue), status, queue number and date of estimated/executed Interconnection Agreement.
- If the Project has completed a utility interconnection study with a passing result, and this status is reflected in the public interconnection tracking system (OASIS), no documentation is required.
 - If a project has completed a utility interconnection study but the status is not available on OASIS, the Project Manager must provide documentation of the completed study.
- If a Project less than or equal to 360 kW-AC or with a public or non-profit Project Manager has not completed a utility interconnection study with a passing result, the following documentation is required:
 - Proof of the submission of an application for interconnection, completion of a utility scoping meeting and payment of the deposit for a utility interconnection study (upload confirmation emails or other documentation).

k. Development timeline.

Estimated dates for the following key development milestones. The milestones are listed in no particular order. The Program recognizes that these dates will be subject to change. Project Managers should use the best information available to them to estimate dates.

- Target date by which 50 percent of Project's capacity is Subscribed.
- If Project Manager is recruiting low-income Participants: recruitment of low-income customers complete. (Note that a Project cannot be certified until the Low-income Facilitator has verified eligibility for all low-income participations. For this reason, it is recommended that Project Managers complete the recruitment of low-income Participants two months prior to the anticipated date of Project certification to avoid delay in the case of a large volume of low-income Participant accounts requiring verification.)
- Interconnection facility study complete, if applicable.
- Contract executed with construction contractor.
- Construction-ready plan set complete.

- Ministerial permits (e.g. building/electrical) secured.
- Interconnection agreement executed.
- Community Solar Power Purchase Agreement executed with utility.
- Certification requested.
- Commercial operation date.*
- Other milestones (describe).

l. End-of-useful life management plan.

- Estimation of the useful life of the Project/system(s).
- Attestation that Project Manager has included the cost of responsibly decommissioning the Project at the end of its useful life in its financial plan.

m. Renewable Energy Certificate (REC) waiver request.

For projects <360 kW-AC, indicate if the Project Manager requests a waiver from the requirement to register in the Western Renewable Energy Generation Information System (WREGIS).

n. Special Project designation information.*

Indication of any special project designations the Project is requesting. Special designations that are currently available include:

- Low-income.
- Workforce diversity.
- Brownfield reuse (upload documentation of brownfield or perceived contaminated site status).
- Dual agricultural use (upload documentation if permit documentation does not already show dual use approval).



Checklist of Required Documents for Pre-certification

- ☐ Draft plan set that includes electrical schematic and physical layout diagram.
- ☐ Proof of interconnection status.
- ☐ Copies of non-ministerial permits or land use approval (if applicable).
- ☐ Documentation of special brownfield reuse or dual agricultural use designation (if applicable).

Application Review and Pre-certification Process

Preliminary
screening
timeframe
(approximate):

2
business days

Preliminary Screening

First, the Program Administrator will confirm the application deposit has been paid and will screen applications for completeness and duplications. A duplicate application is one that substantially shares key Project attributes with another submitted application. Applications will then be accepted and issued a number based on the order in which they were received.

If the Program experiences an initial rush of applications upon Program launch, complete and unique applications will be reviewed in accordance with the lottery procedure described in [capacity limits and queue management](#).

Submitting multiple applications for the same Project or attempting to disguise a Project application to make it appear unique is considered queue tampering. Tampering is strictly prohibited and will be aggressively enforced by the Program Administrator and the Oregon Public Utility Commission. If an investigation by the Program Administrator finds that one or more Project Manager(s) submitted Project applications that were substantively the same in an attempt to influence the queue, the Project Manager(s) will be referred to the Oregon Public Utility Commission for immediate termination of their registration. The Projects in question will be removed from the queue and become ineligible for the current tier, and all application fees and deposits will be forfeited. More information on the effects of Project Manager termination can be found in *Chapter 2: Project Manager Registration*.

Project review
timeframe
(approximate):

10
business days,
with exceptions*

Project Review

The Program Administrator will review the application and documentation for compliance with all other Pre-certification requirements outlined in the Program Implementation Manual. Application review will be conducted in collaboration with the Low-income Facilitator, who will schedule a call with the Project Manager during the review timeframe to discuss the Project Manager's Low-income Recruitment Plan.

*Review may take longer if the application is incomplete, includes incorrect information or if there are concerns with eligibility or the system design. Delays in Project review could also be caused by a large volume of Project applications in a short timeframe, such as following the release of the initial tier or an additional tier of Program capacity for Pre-certification. In the event that a large volume of Project applications causes a delay in Pre-certification, the Program Administrator will provide Project Managers with a revised estimate for Pre-Certification timeframes.

Agency approval
timeframe
(approximate):

10–20

business days,
(inclusive of the
public meeting)

Agency Review and Approval

After the Project review is complete, the Program Administrator will submit a Project summary to the Oregon Public Utility Commission, along with a recommendation regarding Pre-certification.

If the Project review does not uncover any deficiencies, the Program Administrator will recommend to the Commission that the Project be Pre-certified. At the next available public meeting, the Commission, at its sole discretion, will consider the Project for Pre-certification.

If a Project review uncovers deficiencies, the Program Administrator will advise the Project Manager of these deficiencies and provide them an opportunity to provide additional information (discussed below). If additional information is submitted by the Project Manager but does not resolve the deficiencies, or if there are other outstanding concerns, the Program Administrator will advise the Oregon Public Utility Commission of deficiencies in its Project Summary. At the next available public meeting, the Commission, at its sole discretion, will consider the Project for Pre-certification. If requested by the Commission, the Project Manager may provide comment on the Project summary at the public meeting where the Project is considered.

Applications for Pre-certification will be considered by the Commission at its regular public meetings. These meetings occur every two weeks, and Projects must be added to the meeting agenda two weeks prior to date of the next meeting.

Following action by the Commission, the Project Manager will be notified whether its Project has been Pre-certified. If approved, the Project Manager will receive a Pre-certification notice authorizing the Project Manager to proceed with developing the Project and executing contracts with Participants.

The Pre-certification notice includes confirmation of the AC capacity of the Project, the Bill Credit Rate(s) applicable to Participants, any special designations granted to the Project, any applicable waivers, the deadline by which the Project Manager must apply for Certification, and information about how to update Project information and request major revisions during the 18-month Pre-certification period.

Corrections
timeframe:
Project Managers
must respond
to requests for
corrections within

15
business days

Corrections During Pre-certification Review

If the Program Administrator determines that an application is deficient or requires changes to meet Program requirements, the Project Manager will be notified and asked to submit additional information. The Project Manager will be given 15 business days to submit the requested information. If after two attempts and three weeks this does not occur, the Project will be rejected and lose its place in the application queue.

Progress Updates

Community solar is a new model for Oregon, and the Program recognizes that Projects may face many challenges during development, even after Pre-certification has been achieved. During the 18-month Pre-certification period, Projects must provide the Program with regular updates and may be required to take certain actions. This is required to help the Program better understand the development challenges for community solar projects, support projects facing barriers and ensure that projects that are not progressing are removed to make space for viable and active projects.

Frequency

Every six months following Pre-certification, until the Project Manager applies for Certification.

Deliverables

- Updated dates for key Project development milestones.
- Narrative progress report describing the status of Project development, construction, customer acquisition and enrollment, low-income recruitment (if applicable), delays, changes and challenges.

Submitting Progress Updates

A reminder will be sent to the Project Manager one month before the deadline for each six-month progress report. Project Managers will upload the progress report and update the dates for key milestones in the Project timeline through the Community Solar Program Platform. The Program Administrator will review the materials and notify the Project Manager of any further action required. If the Program Administrator finds that a deliverable does not meet Program requirements, the Project Manager will be asked to make corrections and resubmit the information.

Failure to Provide Progress Updates

The Program Administrator will send two reminders via email if a Project Manager fails to submit its progress deliverables on time. If a Project Manager does not respond to these repeated communication attempts by the Program Administrator, fails to submit the deliverables

without providing reasonable justification or otherwise shows signs that it is unlikely to achieve Certification in the required timeframe, the Program Administrator may place the Project Manager on disciplinary probation. The Program Administrator may also refer a Project Manager to the Oregon Public Utility Commission for additional penalties, as described in Chapter 2: Project Manager Registration.

If the issues are severe or sustained, or the Project Manager fails to take actions to remediate the issues that led to probation, the Program Administrator may recommend that the Oregon Public Utility Commission terminate the Project Manager's registration or consider revoking the Project's Pre-certification to make capacity available to the next eligible project(s) in the Program application queue. Project Manager termination and removal of Pre-certification is done at the sole discretion of the Commission. Termination and removal are actions of last resort and will be considered by the Commission on a case-by-case basis.

Project Amendments

Project Managers are required to keep project information correct and up-to-date in the Community Solar Program Platform.

Certain significant revisions, including requests to extend a Project's Certification deadline, are considered amendments to a Project's Pre-certification and must be considered and approved by the Oregon Public Utility Commission. Pre-certification amendments do not trigger a new application fee and will not change a Project's queue position, and otherwise follow the same review and approval process described above for new applications.

Major Revisions Requiring Amendments

The following significant revisions must be approved by the Oregon Public Utility Commission via a Pre-certification amendment:

- Transfer of Project to a new Project Manager.
- Request to use an on-bill Subscription Fee collection model that is not pre-approved by the Program.
- A reduction of ≥ 200 kW in the AC nameplate capacity of the project, as measured at output of the inverter(s).
- Request of a waiver from registering RECs in WREGIS.
- Other significant changes that materially affect the project's eligibility for Pre-certification, as determined by the Program Administrator or Oregon Public Utility Commission.
- Requesting an extension of the Certification deadline.

The following project revisions are not allowed and will **not** be considered for an amendment:

- An increase in the AC nameplate capacity of the Project, as measured at output of the inverter(s).
- A change to the Project site, except for removal of a site from an aggregated project.

Minor Revisions

Certain minor revisions will not trigger an amendment process. The Program Administrator will review the changes and notify the Project Manager if a revision is not permissible or requires a correction. These include:

- Updates to Project Manager business or contact information.
- Changes in Project ownership that do not involve the transfer of the Project to a different Project Manager.
- Changes and updates to Project partners or contractors.
- Changes to Subscription pricing or products.
- Updates to permit statuses.
- A reduction of <200 kW in the AC nameplate capacity of the project, as measured at output of the inverter(s).
- Changes to allocations to each Participant type that are consistent with the Program requirements.
- Changes to marketing plans or materials that are consistent with Program requirements and the Project Manager Code of Conduct.
- Changes to the Low-income Recruitment Plan that are consistent with Program requirements.
- A change to equipment or the DC nameplate capacity of the project that is consistent with program installation requirements if the AC nameplate remains unchanged.
- For a Project spread across multiple aggregated sites, changes to the equipment or nameplate capacities of segments or removal of a site where the total capacity of the project does not change (e.g., this would allow a project that consists of three 100-kW systems at sites A, B and C to change to two 150-kW projects at sites A and B but would not allow the addition of a site D).

Making Revisions

Project Managers may make revisions through the Community Solar Program Platform at any time. If the change is a major revision, the Community Solar Program Platform will prompt the Project Manager to provide additional documentation, and the request will go through the Amendment review and approval process, described below.

For minor revisions, the Program Administrator will review the changes to confirm they do not violate any Program requirements. If the Program Administrator identifies a problem with a proposed revision, the Project Manager will be notified and asked to make corrections.

Program review
timeframe
(approximate):

5

business days

Agency approval
timeframe
(approximate):

10–20

business days,
inclusive of the
public meeting

Amendment review and approval

Major revisions require the submission of a written request. This request is submitted through the Community Solar Program Platform and accompanies the details of the proposed revision.

The written request for major revisions should detail the Project's progress, the reasons for the requested change and, in the case of extension requests, a realistic timeline for the completion of Certification requirements and the achievement of commercial operation.

The Program Administrator will review the request and recommend a potential course of action to the Oregon Public Utility Commission, taking into consideration Project Manager compliance with Program rules and the Code of Conduct, progress updates, Project Participant enrollment levels and mix and circumstances that may have delayed Project development or enrollment.

The Program Administrator will submit a summary of the requested revisions to the Commission, along with a recommendation on the amendment. At the next available public meeting, the Commission, at its sole discretion, will consider amending the Project's Pre-certification.

Requests for amendments will be considered by the Commission at its regular public meetings. These meetings occur every two weeks, and Projects must be added to the meeting agenda two weeks prior to date of the next meeting.

Following action by the Commission, the Project Manager will be notified whether its amendment request was approved. If approved, the Project Manager will receive a Revised Pre-certification notice with the updated Project information.

Project Cancellation

Projects may be cancelled or fail to achieve commercial operation for many reasons. In some cases, a Project's Pre-certification may be revoked as an outcome of a Project Manager's registration being terminated. In other cases, a Project Manager may determine or become aware that a Project

cannot progress further through the development process and will not achieve commercial operation within the timeframes allowed by the Program (24 months from the time of Pre-certification, with extensions provided for reasonable cause). In this circumstance, the Project Manager must notify the Program Administrator within one week of becoming aware that a Project is or will be cancelled.

In the case of voluntary or involuntary project cancellation, the Program Administrator will work with the Project Manager, Oregon Public Utility Commission and other parties to support the cancellation of the Project and find outcomes that minimize harm to impacted Participants and the Program. The capacity that was assigned to the cancelled Project will be added to the capacity tier that is open at the time of the cancellation. That capacity will be subject to whatever Bill Credit Rate applies to that tier.

Chapter 5

Project Certification

Projects must be Pre-certified before they are Certified. Applications for Project Certification may be submitted by the registered Project Manager once a Project is fully developed and constructed, has passed all inspections required by the local and state authorities having jurisdiction and has enrolled sufficient Participants to meet program requirements.

Certification Application Steps

1. Go to the Community Solar Program Platform at www.oregoncsp.org and make sure the following information reflects the Project as-built: basic project details, partner/contractor contact information and Subscription information. If a major revision is needed, as described in *Chapter 4: Project Pre-Certification*, obtain an amendment before applying for Certification.
2. Review *Chapter 3: Requirements* and confirm the Project meets all requirements for Certification.
3. Gather the Certification information listed in *Information Required in the Certification Application*, below.
4. Submit the required Certification information through the Community Solar Program Platform, at www.oregoncsp.org.

Information Required in the Certification Application

The following section outlines what information and documentation must be submitted through the Community Solar Program Platform as part of the Certification application. The Program Administrator and Low-income Facilitator use this information to verify that a Project meets the Program requirements as well as any specific requirements placed on a Project by the Commission during Pre-certification. The Oregon Public Utility Commission also refers to it in making its final Certification decision.

- a. **Utility agreement information.** An executed utility Community Solar Power Purchase Agreement.
- b. **Final, as-built plan set for the Project.** Final plan set that reflects the Project as-built and includes an electrical schematic and physical layout diagram (upload documents).
- c. **Final Project cost information, broken out by category.**
 - Equipment costs.
 - Engineering, procurement and construction costs (excluding equipment).
 - Development costs.
 - Customer acquisition costs (estimated).
 - Participant management costs, annualized (estimated).
 - Operation and Maintenance (O&M), annualized (estimated).
 - Other (describe).
- d. **Interconnection information.** Status of utility interconnection upgrades and inspection, including the estimated date of commercial operation (date must be within six months).

Verification and Certification Process

Participant
verification
timeframe
(approximate):

5

business days,
*with exceptions

Participant Verification

After signing a contract with a Participant, the Project Manager will enter information regarding the Participant, their Subscription and their utility information to the Community Solar Program Platform at www.oregoncsp.org. Project Managers may also be required to collect and report Participant demographic information (which is optional for the Participant to provide) as part of this process.

The Program Administrator and Low-income Facilitator will usually verify Participant eligibility as they are added by the Project Manager to the Project in the Community Solar Program Platform. For this reason, Project Managers are encouraged to add Participants in the Community Solar Program Platform after Pre-certification and as soon as they have signed a participation contract or, in the case of low-income customers, as soon as they have been recruited and have coordinated an income verification appointment with the LIF.

After receiving a complete application for Certification, the Program Administrator and Low-income Facilitator will complete any outstanding Participant verification and confirm that:

- a. All Participants meet the eligibility requirements, as described in the Participant Eligibility Requirements section of Chapter 3: Requirements.
- b. The Project has the correct number and type of Participants, as described in the Number and Type of Participants section of Chapter 3: Requirements.
- c. The Project has demonstrated Participant Subscription or ownership of at least 50 percent of the project nameplate capacity.

*If the Project Manager waits until Certification to add Participants to the Project, the Project Manager and Low-income Facilitator may require additional time to verify Participant eligibility. If verification is expected to take longer than five business days, the Program Administrator will notify the Project Manager of the new timeframe via email.

Agency approval
timeframe
(approximate):

10–20
business days

Agency Review and Approval

After receiving a Certification request from a Project Manager, the Program Administrator will review the information provided and, if the Project and Participant levels meet all Program requirements, will submit a recommendation to the Oregon Public Utility Commission to Certify the Project. At the next available public meeting, the Commission, at its sole discretion, will consider and Certify the Project.

Applications for Project Certification will be considered by the Commission at its regular public meetings. These meetings occur every two weeks, and Projects must be added to the meeting agenda two weeks prior to date of the next meeting.

Following approval by the Commission, the Project Manager will receive a Certification Notice, at which point the Project Manager can proceed to commercial operation. The Program Administrator will also notify the appropriate utility that the Project has been Certified and is now eligible to begin generating bill credits and selling unsubscribed generation.

The Certification Notice includes the date of Certification, the six-month deadline for commercial operation and Renewable Energy Certificates (REC) registration and reporting requirements, if applicable.

Corrections During Certification Review

If Program Administrator finds a deficiency with the Certification application materials or subscribed Participants, the Program Administrator will notify the Project Manager of the required corrections. The Project Manager must make all the required corrections within 30 days of notification. If the corrections are not made within that timeframe, the Program Administrator may recommend to the Oregon Public Utility Commission that the project is not Certified.

Requirements After Certification

After Certification, the Project Manager has several ongoing obligations to maintain the Project in good standing. These include completing interconnection within six months, adding commercial operation information to the Project's record, registering and reporting on RECs, and maintaining compliance with Participant requirements.

Commercial Operation

Projects are required to complete interconnection and achieve commercial operation within six months of Certification. After the Project receives permission to operate from the utility, the Project Manager must add the following information to the Project record in the Community Solar Program Platform:

- Actual commercial operation date.
- Meter ID number for the solar facility.
- Utility account ID for the solar facility.

These pieces of information must be provided for the Program Administrator to begin receiving meter data from the Project and calculating bill credits for Participants.

If a Project is unable to complete interconnection with the six-month deadline or commercial operation, they must request an extension from the Oregon Public Utility Commission.

Agency approval
timeframe
(approximate):

10–20

business days,
inclusive of the
public meeting

Requesting an Extension for the Commercial Operation Deadline

To request an extension for the commercial operation deadline, the Project Manager must submit a written request through the Community Solar Program Platform. The request should describe the reason for the delay, the efforts the Project Manager has made to complete interconnection (if not complete) and a realistic timeline to achieve commercial operation.

At the next available public meeting, the Commission, at its sole discretion, will consider extending the Project's interconnection deadline. Requests for commercial operation deadline extensions will be considered by the Commission at its regular public meetings. These meetings occur every two weeks, and Projects must be added to the meeting agenda two weeks prior to date of the next meeting.

Following action by the Commission, the Project Manager will be notified whether its extension was approved. If approved, the Project Manager will receive a Revised Certification Notice with the new commercial operation deadline.

REC Registration and Reporting

Small projects that received a waiver from the requirement to register with the Western Renewable Energy Generation Information System (WREGIS) and report RECs are explicitly prohibited from registering in WREGIS and selling RECs in the future. Beyond this, projects with a waiver have no ongoing requirements regarding RECs and may disregard the remainder of this section.

As described in Chapter 3: Requirements, Projects that are greater than 360 kW-AC in aggregate size and small projects without a waiver must be registered in WREGIS and retire RECs on behalf of the Participants. The owner of a Project may choose to register as a WREGIS Account Holder and manage RECs directly, or designate a representative, such as the Project Manager, to act on its behalf.

To register and retire RECs, the Project owner or their representative or will need to:

- Become familiar with the WREGIS Operating Rules.
- Register as a WREGIS Account Holder.
- Register the Project as a Generating Unit in WREGIS.
- At least annually, deposit RECs from the Project account into a Retirement subaccount to cover subscribed energy. RECs from non-subscribed generation may stay with the Account Holder or be transferred to other entities in accordance with WREGIS operating rules.

For example, if a project generates 4,000 MWh in a year, and Participants are credited for 2,500 MWh (rounded up to the nearest MWh), at least 2,500 RECs must be deposited in the Retirement subaccount. The remaining 1,500 RECs may remain active and be held or transferred at the Account Holder's discretion.

The Project owner or its representative will be responsible for all fees associated with registering RECs, including the annual Account Holder fee and a monthly fee to the utility to report on project generation as a Qualified Reporting Entity (QRE).

Once a year, at the end of June, Project Managers must compile and submit a report to the Program Administrator showing, as of the end of March, the total number of RECs retired on behalf of Participants and the total number of RECs generated and sold as a result of a contract for the unsubscribed portion of the Project's generation.

The Program Administrator will notify Project Managers of the report's due date at least four weeks in advance. The notification will include a reporting template with instructions on how to format and submit the report. To reduce the reporting burden, Project Managers will be able to submit their REC report at the same time and using the same template as the annual complaint report.

Managing Participants

Project Managers have an ongoing responsibility to manage and maintain information about Participants in the Community Solar Program Platform. As Project Managers continue to subscribe customers in a Project, or as Participants turn over and are replaced by new ones, the enrollment information in the Platform must be updated and Subscriptions adjusted to ensure the Project and Participants remains in compliance with Program requirements. Failure to do so could result in billing and crediting errors and probation.

If, at any time, the Program Administrator becomes aware that a Project or Participant is out of compliance, the Project Manager will be notified of the deficiency and required to make the corrections within 60 days. Failure to make the correction may result in probation. Deficiencies that could trigger notification include:

- A Project has fewer than five Participants.
- A Subscription exceeds the average annual electricity consumption of the Participant.
- A single customer is subscribed to more than 40 percent of a Project's capacity.
- More than 50 percent of the capacity of the Project is subscribed by large commercial/industrial/irrigation customers.

Project Amendments After Certification

Project Managers of Certified Projects must continue to keep Project information up to date in the Community Solar Program Platform. Certain changes that would require a Project amendment during the Pre-certification period may be relevant for Certified projects as well, such as the transfer of a Project to a New Project Manager. These changes would still require a Project amendment as described in *Chapter 4: Project Pre-certification*.

Chapter 6

Project Participation and Billing

This chapter outlines information about the Program Clearinghouse, how and when bill credits are applied to utility bills, subscription payments, and cancellations.



Participating in a Community Solar Project

Clearinghouse and Participant Initiation

The Clearinghouse is a central location where prospective Participants can compare community solar projects and begin the process of requesting information from different Project Managers at www.oregoncsp.org/p/ProjectFinder.

Project Managers will be required to complete a standard template with pricing and site-specific information about their projects to be included in the Clearinghouse. The template is available on the program website, www.oregoncsp.org, under Project Manager Resources. Once a Participant has elected a Project Manager and project to join, the Project Manager will work with a Participant to sign them up on the program platform. The Project Manager may require a deposit to be paid off-bill to reserve the subscription on the project.

If you have signed up for a subscription before the project is energized, the participant's subscription will not be activated until the project has been certified and is operating. If a project begins operating mid-month, a Participant that is already signed up will receive a pro-rated bill credit for their first month.

If a participant signs a contract with a project that is already operational, regardless of when a Participant signs up for a community solar subscription, a participant's subscription cannot begin until at least the 1st day of the following month. If a Project Manager wants to request an off-bill subscription payment, they must submit a request outlined in *Chapter 3: Project Requirements*.

Data Exchanged Between Program Administrator and Utility

Before a Participant Signs Up for a Subscription:

When a Participant initially signs up for the program, their maximum subscription size will be based on either the last 12 months of their electricity consumption data or an estimate of the Participant's annual consumption. To size a subscription, the Project Manager may need certain information from the Participant in the form of utility bills, green button data, or information about their household size and consumption.

After a Participant Signs Up for a Subscription:

After a Participant has signed a contract with their Project Manager and has authorized the Project Manager and Program Administrator to access their utility usage and billing

data, the Project Manager will input this information into the Program Administrator's program platform. The following information may be exchanged between the Program Administrator and the Participant's utility:

- | | |
|--|--|
| a. Current rate/ tariffs | e. Participant's Address |
| b. Participant's Name (First and Last) | f. Last 12 months of in kilowatt hours (kWh) |
| c. Meter Number | consumption by month (or as many months |
| d. Account Number | as available) |

Participant Utility Bill

Bill Display

The data fields below are at a minimum included on a Participant's utility bill each billing cycle.

- a. Monthly Energy Production (kWh):** kWh and solar month production period
- b. Monthly Bill Credit:** The current Bill Credit Rate is posted on the www.oregoncsp.org website under Project Manager Resources. (Solar generation * Bill Credit Rate) = Bill Credit
- c. Program Fees:**
 - The Program Administrator is a 3rd party organization (other than the utility) that administers the Oregon Community Solar program. The Program Administrator fee is a charge on a Participant's utility bill that reflects the effort required to register Project Managers, review and monitor projects, provide Participant education and protection, and many other services to administer the Oregon Community Solar Program.
 - The utility fee is a charge on a Participant's utility bill that reflects the effort required for the utility to coordinate and execute information exchange with the Program Administrator to fulfill bill crediting requirements.
 - Program Fees (both utilities and Program Administrator fees) are listed in \$/kW-AC and updated on an annual basis and is posted on the www.oregoncsp.org website under *Project Manager Resources*.
- d. Subscription Fee:**
 - The subscription fee is a charge by the Project Manager that may be listed on a Participant's utility bill reflecting monthly cost to subscribe to the project.
 - The subscription fee may be listed in \$/ kWh or \$/ kW-AC

- Off-bill subscriptions require Program Administrator approval, see Chapter 3: Project Requirements for more information.
- Information on the process and timing of Project Manager subscription fee payments is available on the program website under Project Manager Resources.

Bill Crediting Rules

A Participant's monthly total bill credit is calculated by multiplying the bill credit rate by the Participant's share of total project generation in that month. This will be a dollar value referred to as the **monthly bill credit**.

The value of the monthly bill credit will be applied to the Participant's total utility bill (in dollars), less any other on-bill repayment expenses, respecting the utility's established hierarchy. Information on the crediting hierarchy of each participating utility is available on the program website under *Project Manager Resources*.

If the value of the monthly bill credit exceeds the Participant's monthly bill amount, minus any other on-bill repayment expenses, the excess bill credit amount (in dollars) is carried forward to the next month as a credit on the Participant's account. This bank of bill credit value may be carried forward month to month but cannot be "cashed out" as a typical account balance would be from the utility.

Bill Credit Allowable Offsets

Bill credits are permitted to offset all **utility charges and on-bill subscription charges** for Participant electric bills. Bill credits cannot offset non-utility charges, which are collected on the utility bill, but are passed on to third parties such as loans.

If a retail customer has multiple sites under one utility account, the Bill Credit will be applied separately to each site designated under the Community Solar Project. If a single site hosts multiple meters, the bill credit may offset the sum of all electric meters on the site.

Off-Bill Subscription Collection

In certain cases, if approved by the Program Administrator, Program Managers will be able to collect subscription fees, one-time investments or other means of payment off the utility bill. In this case, bill credits will continue to appear on the utility bill, but only the Program Fees will be collected on the utility bill. For more information, see *Chapter 3: Project Requirements*.

Bill Credit Timing

At the end of each calendar month, the solar production data from a project recorded in kWh will be transferred from the utility to the Program Administrator, not later than the second business day of each month. The total kWh production recorded from the project is then allocated proportionally by the Program Administrator based on each Participant's kW subscription size. The Program Administrator will calculate a bill credit and transfer the credit data back to the utility no later than the sixth business day of each month to be applied to each Participant's utility bill. No changes are needed to a Participant's bill cycle to participate in the program.

On the ninth calendar day of each month excluding Sundays or holidays, solar production for the previous month is posted to the Participant's account as a bill credit. Despite being posted to the Participant's account on the ninth of each month, the Participant will not always see the previous month's solar production on their bill because some Participants have different billing cycles. A billing cycle is determined by the day of the month that the meter reading takes place. If a manual meter reading exists, this could change by a few days (plus or minus) each month. If the Participant's billing ends:

- **After the ninth of the month:** Participant will receive their bill credits from their subscription for the previous month.
- **Before and on the ninth of the month:** Participant will receive their bill credits with a one-month lag.

Annual Bill Credit Reconciliation

It is expected that in some months the Participant's actual energy consumption may be less than their allocated share of solar production, and vice versa. The desired outcome is that subscriptions will be sized such that the actual kWh production does not exceed the actual kWh electricity consumption of the Participant's site over the course of a year. However, oversubscription may occur due to unforeseen factors such as weather and usage habits.

A Participant's annual bill credit reconciliation will be calculated every April. A comparison of the actual kWh subscription will be made against actual kWh electricity usage of the site, prorated as needed based on when subscription starts.

The annual reconciliation will be a netting of each participant's kWh usage against the Project's generation for which the participant was credited over the billing cycle. In addition, there will be a reconciliation of any additional bill credit value accrued to the Participant. The value of excess kWh and other remaining bill credit value at the end of annual billing cycle will not roll over to be applied to the participant's next utility bill, but rather will be donated for use in low income

programs of the electric company serving the participant at the as available avoided cost rate. This reconciliation policy is intended to prevent Participants from over-sizing their subscription.

If the subscription has generated more kWh than what is consumed annually, the utility will notify the Participant to pay the utility back the net balance of the bill credit that exceeds the Participant's consumption, where net balance is kWh overage * (Bill Credit Rate – Subscription Fee). The Participant will not receive a separate bill for this reconciliation.

- **For non-low-income Participants**, the oversubscription balance will be owed in full at the end of the billing cycle and added to the Participants next month's utility bill.
- **For low-income Participants**, if the balance owed exceeds the difference between the bill credit and subscription fee of the next month's bill, the balance will continue to be debited each month until the full payment is recouped. This mechanism is intended to ensure fees never exceed the value of the bill credit for low-income Participants.



Example

If over the course of one year the subscription generates 9,000 kWh and the Participant only uses 8,800 kWh, the oversubscription balance is **200 kWh**.

If the customer was credited at \$0.10/kWh and the subscription was \$0.09/kWh, then the total cash balance owed would be $(\$0.10 - \$0.09) * 200 \text{ kWh}$, which equals **\$2.00**.

Subscription Transfers, Cancellations, and Completed Subscriptions

Participants must notify their Project Manager if they wish to cancel or transfer their subscription to another eligible customer. The Project Manager should flag in the platform of Participant transfers or cancellations as soon as possible and allow thirty (30) days for any cancellation or transfer to be processed. Based on the date of cancellation and the Participant's billing cycle, bill credits and subscription fees may take up to sixty (60) days to be removed from a Participant's next monthly utility bill. A Participant may not cash out from their community solar bill credit or their carryover credit bank.

Projects Managers may charge a fee to transfer or cancel a subscription (except to low-income participants) that would be collected separately from a Participant's utility bill. If a customer closes their subscription before their contract has expired, the customer's excess bill credits will be donated to the low-income program. If a Participant cancels their subscription mid-month, the subscription and PA fees will be assumed until the end of that month and any over-generation will be donated to low-income programs.

Please refer to *Chapter 2: Project Managers* for subscription transfers and restrictions on Project Manager cancellation fees.

Subscriptions are complete when the final bill credits are posted to the Participant's account at the end of the agreement upon contract term (e.g. the last month of a contract) and the final true-up is complete.

Failure to Provide Payment

The Program Administrator's goal is to continue to maintain a robust and consistent group of Participants in the Oregon Community Solar Program.

The expectation of a Participant is that their bill is paid in full and on time. In the event a customer does not pay their community solar subscription fee, Project Managers may terminate the contract if the other party breaches a material obligation under the contract and fails to cure the breach within 30 days of being notified by the non-breaching party. If the Participant does not pay their bill in full, the PA may also suspend their bill credit until the Participant has paid the amount outstanding.

Conditions around non-payment are covered in Chapter 3: Project Requirements. An early terminated Participant is responsible for any off-bill penalties from their Project Manager, based on the terms in the Participant's contract and the balance of their subscription and program fees. The Participant may be required to reimburse the utility any bill credits and/or community solar administrative fees that have been issued.

Unsubscribed Project Capacity

Project Managers are compensated by utilities for unsubscribed power generated by the project at the as-available avoided cost rate. The Program Administrator will adhere to the following procedures to reimburse Project Managers for unsubscribed project capacity:

1. **Utility shares project generation data with Program Administrator.** The utility will share hourly meter generation data by day & hour for every project for the previous month.
2. **Program Administrator makes determination of unsubscribed power.** The Program Administrator determines unsubscribed energy by project based on known subscription percentage (by kW) for each project, based on AC capacity. For example, for a 100 kW project, if 90 kW is allocated to Participants then 10 kW is unsubscribed.

3. Program Administrator calculates unsubscribed hourly generation.

- The Program Administrator will share with the utility the amount of unsubscribed kW by day for the previous month (applying the same percentage of unsubscribed power to each hour's generation).
- The utility or PA will apply the proprietary hourly \$/kWh rate to unsubscribed energy based on OPUC approved as-available avoided cost rate. This avoided cost rate (\$/kWh) is expected to be dynamic and vary by hour, month, year and utility.

4. Utility remits final amount owed to Program Administrator and the Program

Administrator reimburses the Project Manager. After the final amount is calculated, the Program Administrator shall pay each Project Manager their share of unsubscribed energy along with their monthly subscription fee payments.

Appendix: Link Index

Community Solar Program Rules:

<https://secure.sos.state.or.us/oard/displayDivisionRules.action?selectedDivision=4090>

Oregon Community Solar website: <https://www.oregoncsp.org>

Oregon Laws 2016, Chapter 28, Section 22(1)(d):

https://www.oregonlegislature.gov/bills_laws/lawsstatutes/2016orLaw0028.pdf

Community Solar Program Platform Registration:

<https://www.oregoncsp.org/p/RegistrationProcedure>

IRS W-9 Form: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Federal Trade Commission Business Center:

<https://www.ftc.gov/tips-advice/business-center/privacy-and-security/consumer-privacy>

Consumer privacy:

<https://www.ftc.gov/tips-advice/business-center/privacy-and-security/consumer-privacy>

Data security:

<https://www.ftc.gov/tips-advice/business-center/privacy-and-security/data-security>

Oregon 2010 Census:

<https://www2.census.gov/library/publications/decennial/2010/cph-2/cph-2-39.pdf>

TIGERWeb mapping application: <https://tigerweb.geo.census.gov/tigerweb>

Dept of Energy Models: <https://www.oregon.gov/energy/save-energy/pages/heps.aspx>

WREGIS Operating Rules: <https://www.wecc.org/Corporate/WREGIS%20Operating%20Rules.pdf>

WREGIS Account holder registration:

[https://www.wecc.org/Administrative/Account%20Holder%20\(AH\)%20Registration%20Guide.pdf](https://www.wecc.org/Administrative/Account%20Holder%20(AH)%20Registration%20Guide.pdf)

WREGIS Project register: <https://www.wecc.org/WREGIS/Pages/Default.aspx>

Template: Contract Disclosure Checklist

Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this Disclosure Checklist template.



INSTRUCTIONS:

This Disclosure Checklist ("Checklist") must be completed and provided to all potential Participants when they are presented with a contract. The Checklist is already incorporated into the contract templates for low-income and residential Participants.

The basic formatting of this document must remain as-is and at least a 10-point font must be maintained. The Project Manager may add its logo, if desired

- Text in plain font in this template is unalterable.
- Text in **[ALL CAPS AND BOLD IN SQUARE BRACKETS]** indicates blanks to be filled in when finalizing the contract.
- Text in **{bold in curly brackets}** accompanied by **OR** indicates a selection must be made from a set of options. After a selection has been made, the text in **{bold in curly brackets}** that does not apply may be deleted.
- Text in ***bold italics*** indicates a mandatory provision the contract must meet or exceed. Guidelines are provided on what must be included.
- Text in *italics* is purely instructional and may be deleted.

When preparing this form for a Participant, these instructions should be deleted. This checklist must be completed and provided to the customer in a language they can understand. Spanish and Russian language versions of this template are available in the Resources section of the Program website at oregoncsp.org.

Oregon Community Solar Program Contract Disclosure Checklist

This Disclosure Checklist form is part of your Oregon Community Solar Program Subscription Contract and describes the key terms of your **{subscription}** **OR** **{ownership interest}** in a community solar project. Read this document and the rest of your Contract carefully so that you fully understand the costs, benefits and risks of participation.

At the end of this document, you will find a checklist of key contract terms that Project Managers are required to disclose. You can use the checkboxes to indicate you have reviewed each term, and you or your Project Manager can note on which pages an item is addressed. Completing this checklist is recommended but not required.

For information about the Oregon Community Solar Program, including customer eligibility criteria, low-income participation resources and the Project Manager Code of Conduct, visit the Program website at oregoncsp.org.

If you have questions or complaints related to your community solar contracting experience, you should work with your Project Manager to resolve your concerns. If you are unable to resolve a problem with your Project Manager, you may contact the Community Solar Program Administrator by emailing info@oregoncsp.org or by calling 1-800-481-0510.

Questions or concerns?

Contact your Project Manager by calling [PROJECT MANAGER CUSTOMER SERVICE NUMBER], emailing [PROJECT MANAGER CUSTOMER SERVICE EMAIL] or writing to [PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS].

Disclosure Checklist

PARTICIPANT INFORMATION	PROJECT MANAGER INFORMATION
Name: [NAME] Site Address: [SITE ADDRESS ASSOCIATED WITH SUBSCRIPTION] Phone: [PHONE] <input type="checkbox"/> cell <input type="checkbox"/> home Email address: [EMAIL] Utility: {PGE, PAC OR IDP} Account Number: [UTILITY ACCOUNT #] Preferred method of contact for notifications: <input type="checkbox"/> phone <input type="checkbox"/> email <input type="checkbox"/> mail <input type="checkbox"/> text	Project Manager: [PROJECT MANAGER BUSINESS NAME] Address: [BUSINESS ADDRESS] Phone: [CUSTOMER SERVICE PHONE] Email: [CUSTOMER SERVICE EMAIL] Form prepared by: [FIRST AND LAST NAME AND, IF AN AGENT OF PROJECT MANAGER, BUSINESS NAME]
COMMUNITY SOLAR PROJECT INFORMATION	
Project location(s): [LIST ADDRESSES OF ALL SYSTEMS PART OF THIS PROJECT] Estimated total size of the project is [KW] kW-AC Estimated total production of the project in the first year: [KWH] kWh Estimated annual decrease in the production of the project due to aging: [DEGREDDATION] % per year {Estimated} date the project {will begin} OR {started} operation: [MM/DD/YYYY] Estimated project lifetime: [LIFE IN YEARS] years	
YOUR SUBSCRIPTION	
You {own} OR {lease} part of the Project for the term of the Contract (your "Subscription"). Size of your Subscription: [KW] kW-AC Estimated production of your Subscription in the first year: [KWH] kWh Estimated total production of your Subscription over the term of the contract: [KWH] kWh	


ONGOING PARTICIPATION PAYMENTS	UP-FRONT PAYMENTS
<p><i>Write "Does not apply" if there are no ongoing payments.</i></p> <p>{Price per kWh generated: [KWH RATE] /kWh</p> <p>Your payment each month will be this price multiplied by the amount of electricity generated by your Subscription}</p> <p>OR</p> <p>{Fixed monthly payments of \$[MONTHLY PRICE]}</p> <p>OR</p> <p><i>{Describe monthly amount and factors that determine that payment}</i></p> <p>Your first monthly payment is due on {MONTH OR the first billing month after the Project begins operating}.</p> <p>Your {Price per kWh OR monthly payment} will {remain the same for the term of this Contract OR increase each year by [ANNUAL INCREASE]}%.</p> <p>These payments will be collected {on your utility bill} OR {describe approved alternative collection method}.</p>	<p><i>Write "Does not apply" if there are no up-front payments.</i></p> <p>Amount due at {[DATE]} OR {milestone}: \$[\$]</p> <p><i>{Add lines as necessary to identify additional payments}</i></p>
TERM	FEES AND OTHER CHARGES
<p>The initial term of your Contract is [YEARS] years {and [MONTHS] months}.</p>	<p>If you cancel your Contract early, you {will not be charged a fee } OR {will be charged a fee of \$[FEE]}.</p> <p>A Program Fee of \$[PROGRAM FEE]/kW will be deducted from your Bill Credit every month.</p> <p><i>List all other fees/charges and their amounts, including: subscription transfer fees, late payment fees and all other fees or charges that may apply. If a fee is \$0, it does not need to be listed here.</i></p>
BILL CREDIT	
<p>Your utility will provide you with bill credits for the electricity generated by your Subscription.</p> <p>Participants of this project will receive a Bill Credit Rate of \$[BILL CREDIT RATE]/kWh.</p> <p>In the first year of the operation of this project, your Subscription may generate a total Bill Credit of \$[BILL CREDIT RATE x <u>ESTIMATED FIRST YEAR PRODUCTION IN KWH</u>].</p> <p>The actual amount of your Bill Credit may differ from this estimate due to natural variations in solar resource and the actual performance of the system over time.</p>	

FINANCIAL SAVINGS GUARANTEE

{This Contract does not guarantee savings.} OR {This Contract guarantees [describe savings guarantee], as detailed in your Contract.}
--

CHECKLIST OF CONTRACT TERMS

This is a checklist of key contract terms that your Project Manager is required to disclose to you. You or your Project Manager can note on which pages and sections a term is addressed and you can use the checkboxes to track that you have reviewed each item. Completing this checklist is recommended but not required.

	Contract Item	Page Number	Section Number
<input type="checkbox"/>	One-time and ongoing participation costs		
<input type="checkbox"/>	Benefits or savings from participation		
<input type="checkbox"/>	Schedule of fees and credits for each year of your contract term		
<input type="checkbox"/>	Length of your contract and options at the end of the term		
<input type="checkbox"/>	Process and fee for cancelling your Subscription early		
<input type="checkbox"/>	Ability and cost to transfer your Subscription to another customer		
<input type="checkbox"/>	What happens if you move		
<input type="checkbox"/>	The process and cost for changing the size of your Subscription		
<input type="checkbox"/>	Explanation of renewable energy credits		
<input type="checkbox"/>	How disputes are resolved		
<input type="checkbox"/>	Your three-day right to cancel the contract		
<input type="checkbox"/>	Data privacy and security		
<input type="checkbox"/>	Release of your electric utility information		
<input type="checkbox"/>	How you will be notified about the status of the Community Solar Project		
<input type="checkbox"/>	Warranties and performance guarantees		
<input type="checkbox"/>	What happens if the Community Solar Project goes offline or stops operating		

By initialing, you acknowledge that you have received and reviewed this Disclosure Checklist.

Participant Initials	Date	Project Manager Representative Initials	Date
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Template: Contract and Disclosure Checklist for Residential Participants



Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this Disclosure Checklist template.

INSTRUCTIONS:

Project Managers must use this participation contract template with all residential Participants. A different version of this contract template is available and required for low-income Participants. Project Managers may opt to use this contract template with non-residential Participants.

Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this contract template.

The basic formatting of this contract template must remain as-is and at least a 10-point font must be maintained. The Project Manager may add its logo, if desired.

- Text in plain font in this template is unalterable.
- Text in **[ALL CAPS AND BOLD IN SQUARE BRACKETS]** indicates blanks to be filled in when finalizing the contract.
- Text in **{bold in curly brackets}** accompanied by **OR** indicates a selection must be made from a set of options. After a selection has been made, the text in **{bold in curly brackets}** that does not apply may be deleted.
- Text in ***bold italics*** indicates a mandatory provision the contract must meet or exceed. Guidelines are provided on what must be included.
- Text in *italics* is purely instructional and may be deleted.

When preparing this form for a Participant, these instructions should be deleted. This Contract and Disclosure Checklist must be completed and provided to the customer in a language they can understand. Spanish and Russian language versions of this template are available in the Resources section of the Program website at oregoncsp.org.

Oregon Community Solar Program Contract and Disclosure Checklist

The first few pages of this contract document are referred to as a Disclosure Checklist. This Disclosure Checklist describes key information about your **{subscription}** OR **{ownership interest}** in a community solar project. The checklist lists key contract terms that Project Managers are required to disclose to you. You can use the checkboxes to indicate you have reviewed each term, and you or your Project Manager can note on which pages an item is addressed.

Read this Disclosure Checklist and the rest of your Contract carefully so that you fully understand the costs, benefits and risks of participation.

For information about the Oregon Community Solar Program, including customer eligibility criteria, low-income participation resources and the Project Manager Code of Conduct, visit the Program website at oregoncsp.org.

If you have questions or complaints related to your community solar contracting experience, you should work with your Project Manager to resolve your concerns. If you are unable to resolve a problem with your Project Manager, you may contact the Community Solar Program Administrator by emailing info@oregoncsp.org or by calling 1-800-481-0510.

Questions or concerns?

Contact your Project Manager by calling [PROJECT MANAGER CUSTOMER SERVICE NUMBER], emailing [PROJECT MANAGER CUSTOMER SERVICE EMAIL] or writing to [PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS].

Disclosure Checklist	
PARTICIPANT INFORMATION	PROJECT MANAGER INFORMATION
Name: [NAME] Site Address: [SITE ADDRESS ASSOCIATED WITH SUBSCRIPTION] Phone: [PHONE] <input type="checkbox"/> cell <input type="checkbox"/> home Email address: [EMAIL] Utility: {PGE, PAC OR IDP} Account Number: [UTILITY ACCOUNT #] Preferred method of contact for notifications: <input type="checkbox"/> phone <input type="checkbox"/> email <input type="checkbox"/> mail <input type="checkbox"/> text	Project Manager: [PROJECT MANAGER BUSINESS NAME] Address: [BUSINESS ADDRESS] Phone: [CUSTOMER SERVICE PHONE] Email: [CUSTOMER SERVICE EMAIL] Form prepared by: [FIRST AND LAST NAME AND, IF AN AGENT OF PROJECT MANAGER, BUSINESS NAME]
COMMUNITY SOLAR PROJECT INFORMATION	
Project location(s): [LIST ADDRESSES OF ALL SYSTEMS THAT ARE PART OF THIS PROJECT] Estimated total size of the project is [KW] kW-AC Estimated total production of the project in the first year: [KWH] kWh Estimated annual decrease in the production of the project due to aging: [DEGREDDATION] % per year {Estimated} date the project {will begin} OR {started} operation: [MM/DD/YYYY] Estimated project lifetime: [LIFE IN YEARS] years	
YOUR SUBSCRIPTION	
You {own} OR {lease} part of the Project for the term of the Contract (your "Subscription").	

Size of your Subscription: [KW] kW-AC	
Estimated production of your Subscription in the first year: [KWH] kWh	
Estimated total production of your Subscription over the term of the contract: [KWH] kWh	
ONGOING PARTICIPATION PAYMENTS	UP-FRONT PAYMENTS
<p><i>Write "Does not apply" if there are no ongoing payments.</i></p> <p>{Price per kWh generated: [KWH RATE] /kWh</p> <p>Your payment each month will be this price multiplied by the amount of electricity generated by your Subscription}</p> <p>OR</p> <p>{Fixed monthly payments of \$[MONTHLY PRICE]}</p> <p>OR</p> <p>{Describe monthly amount and factors that determine that payment}</p> <p>Your first monthly payment is due on {MONTH OR the first billing month after the Project begins operating}.</p> <p>Your {Price per kWh OR monthly payment} will {remain the same for the term of this Contract OR increase each year by [ANNUAL INCREASE]}%.</p> <p>These payments will be collected {on your utility bill} OR {describe approved alternative collection method}.</p>	<p><i>Write "Does not apply" if there are no up-front payments.</i></p> <p>Amount due at {[DATE]} OR {milestone}: \$[]</p> <p>{Add lines as necessary to identify additional payments}</p>
TERM	FEES AND OTHER CHARGES
<p>The initial term of your Contract is [YEARS] years {and [MONTHS] months}.</p>	<p>If you cancel your Contract early, you {will not be charged a fee } OR {will be charged a fee of \$[FEE]}.</p> <p>A Program Fee of \$[PROGRAM FEE]/kW will be deducted from your Bill Credit every month.</p> <p><i>List all other fees/charges and their amounts, including: subscription transfer fees, late payment fees and all other fees or charges that may apply. If a fee is \$0, it does not need to be listed here.</i></p>
BILL CREDIT	
<p>Your utility will provide you with bill credits for the electricity generated by your Subscription.</p> <p>Participants of this project will receive a Bill Credit Rate of \$[BILL CREDIT RATE]/kWh.</p>	

In the first year of the operation of this project, your Subscription may generate a total Bill Credit of \$[**BILL CREDIT RATE** x **ESTIMATED FIRST YEAR PRODUCTION IN KWH**].

The actual amount of your Bill Credit may differ from this estimate due to natural variations in solar resource and the actual performance of the system over time.

FINANCIAL SAVINGS GUARANTEE

{This Contract does not guarantee savings.} OR {This Contract guarantees [*describe savings guarantee*], as detailed in your Contract.}

CHECKLIST OF CONTRACT TERMS

This is a checklist of key contract terms that your Project Manager is required to disclose to you. You or your Project Manager can note on which pages and sections a term is addressed and you can use the checkboxes to track that you have reviewed each item. Checking off items on this checklist is recommended but not required.

✓	Contract Item	Page Number	Section Number
<input type="checkbox"/>	One-time and ongoing participation costs		
<input type="checkbox"/>	Benefits or savings from participation		
<input type="checkbox"/>	Schedule of fees and credits for each year of your contract term		
<input type="checkbox"/>	Length of your contract and options at the end of the term		
<input type="checkbox"/>	Process and fee for cancelling your Subscription early		
<input type="checkbox"/>	Ability and cost to transfer your Subscription to another customer		
<input type="checkbox"/>	What happens if you move		
<input type="checkbox"/>	The process and cost for changing the size of your Subscription		
<input type="checkbox"/>	Explanation of renewable energy credits		
<input type="checkbox"/>	How disputes are resolved		
<input type="checkbox"/>	Your three-day right to cancel the contract		
<input type="checkbox"/>	Data privacy and security		
<input type="checkbox"/>	Release of your electric utility information		
<input type="checkbox"/>	How you will be notified about the status of the Community Solar Project		

<input type="checkbox"/>	Warrantees and performance guarantees		
<input type="checkbox"/>	What happens if the Community Solar Project goes offline or stops operating		

By initialing, you acknowledge that you have received and reviewed this Disclosure Checklist.

Participant Initials	Date	Project Manager Representative Initials	Date
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Oregon Community Solar Program Subscription Contract

Please read these terms and conditions carefully. If both the person or entity interested in subscribing to a community solar project in Oregon (then referred to as the “Participant” or “you”) and the entity that manages and operates that solar project (referred to as the “Project Manager”) sign this document, then it becomes valid, enforceable, and legally binding contract between you and the Project Manager.

This Oregon Community Solar Program Subscription Contract (“Contract”) is entered into on **[DATE]** by, you, **[PARTICIPANT NAME]** and **[PROJECT MANAGER]**. You are a customer of **[UTILITY]** eligible to participate in the Oregon Community Solar Program in the way provided in this Contract. Project Manager is a(n) **[DESCRIPTION OF LEGAL ENTITY]**. Together you and the Project Manager may be referred to as the Parties.

TERMS

1. Incorporation of Disclosure Checklist

The Disclosure Checklist immediately preceding this Contract contains important information, particular to you, about your participation as a Participant in Oregon Community Solar Program. This Disclosure Checklist is part of this Contract.

2. Costs, Risks, and Benefits of Participation in the Oregon Community Solar Program

Provide an estimate of the generation of the Project and the Participant’s Subscription, and include a disclosure that generation is subject to variability.

Describe the Bill Credit Rate assigned to the project and how the Participant’s total monthly and annual Bill Credit amount will be determined.

Describe all one-time and ongoing fees, including but not limited to Subscription Fees, Program Fees, early termination fees, subscription transfer fees and late payment fees. Describe the off-bill method that the Project Manager will use to collect these fees.

Describe how the Project Manager handles late or unpaid Subscription Fees and collections, and the consequences of late or unpaid fees.

If any participation payments are collected up-front or off-bill, describe the method and timing of this payment collection by the Project Manager.

Include a schedule that shows, at minimum, for each year of the term of the agreement: the Subscription fee that will be charged; the Bill Credit rate (\$/kWh); the maximum Program Fee (\$/kW-AC); the expected annual production of the Subscription (kWh); and a calculation of the expected yearly net benefit or cost. If the contract term is more than 10 years, add additional lines. If there are upfront payments, a Year 0 should be included to denote this. The values shown in gray text are examples provided to help illustrate the proper use of the schedule and should be replaced with actual values for the Subscription. The example values do not reflect actual Bill Credit rates or Program Administration fees.

Example of a schedule:

<i>Year</i>	<i>Estimated Yearly Savings (+) or Cost (-)</i>	<i>Estimated Yearly Production (kWh/yr)</i>	<i>Subscription Fee</i>	<i>Bill Credit (\$/kWh)</i>	<i>Maximum Program Fee (\$/kW-AC per month)</i>
<i>1</i>	<i>\$54.00</i>	<i>3,600</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>
<i>2</i>	<i>\$53.50</i>	<i>3,580</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>
<i>3</i>	<i>\$53.00</i>	<i>3,560</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>
<i>4</i>	<i>\$52.50</i>	<i>3,540</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>
<i>5</i>	<i>\$52.00</i>	<i>3,520</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>
<i>6</i>	<i>\$51.50</i>	<i>3,500</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>
<i>7</i>	<i>\$51.00</i>	<i>3,480</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>
<i>8</i>	<i>\$50.50</i>	<i>3,460</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>
<i>9</i>	<i>\$50.00</i>	<i>3,440</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>
<i>10</i>	<i>\$49.50</i>	<i>3,420</i>	<i>-\$0.085/kWh</i>	<i>\$0.110/kWh</i>	<i>-\$1.00/kW-month</i>

Bill Credit: The Bill Credit is the amount in dollars that Participants receive from their electric utility for the electricity generated by their Subscription. The Bill Credit Rate is the value used to calculate a Participant's Bill Credit. Bill Credit Rates are set by the Oregon Public Utility Commission.

Donation of Excess Generation: If your Subscription produces excess generation over the course of an annual billing cycle (reconciled annually in April), the excess generation will be donated to the low-income programs of your utility. If you previously received bill credits for excess generation, the oversubscription balance will be recovered as an added charge on at the end of the annual billing cycle.

3. Length of Contract

Must be at least ten years.

Must explain the Participant's options at the end of the contract term.

If your contract is not extended, any remaining bill credit balance on your account at the end of the contract term will remain attached to your account and be credited towards subsequent monthly bill or donated at the end of an annual billing cycle as normal.

4. What Happens If You Move

Participants must be allowed retain their Subscription if they relocate within their utility service territory.

Project Managers may not charge a fee if a Participant relocates and there is no change to the size of their Subscription. Project Managers must disclose any fees associated with changing the size of a Subscription if a Participant needs to do so as a result of a relocation, and explain how these fees will be collected by the Project Manager off-bill.

Clear terms and instructions for relocation must be provided, including how adjustments may be made to the Subscription in the event that the Participant's new site uses less electricity annually than the Subscription generates.

5. How to Transfer Your Subscription to Another Utility Customer

Project Manager must allow Participants to transfer their Subscription to another eligible customer of their choosing that meets all the terms and conditions of this contract. Clear instructions for requesting a transfer must be provided.

The fee and off-bill method of fee collection by the Project Manager for transferring a Subscription to another eligible customer must be disclosed. If there is not a fee for an eligible transfer, this should be stated. If the fee varies with the amount of notice provided by the Participant, this must be clearly disclosed.

A contract transfer fee for residential Participants may not exceed 20 percent of the gross estimated annual Bill Credit value for the Participant, if the transferee is eligible to assume the Subscription with no modifications, and the Participant provides at least three weeks' notice to their Project Manager.

6. Instructions and Fees for Ending this Contract

Clear instructions for terminating a Subscription before the end of the contract term must be provided.

The fee for terminating the Subscription prior to the end of the term must be disclosed, and the Project Manager's off-bill method of collecting this fee must be described. The Participant's ability to recoup any up-front payments upon early termination of the contract must also be disclosed. If the fee varies with the amount of notice provided by the Participant, this must be clearly disclosed. If there is no fee for an early termination, this should be stated.

Early termination fees for residential Participants may not exceed 50 percent of the of the gross estimated annual Bill Credit value of the Subscription, if reasonable notice is provided. The Project Manager must describe what constitutes reasonable notice.

Any fees and Subscription cost recovery options in the event of termination of the contract due to a force majeure on the part of the Participant or the Project Manager must also be disclosed. A plain language description of force majeure must be provided, and the following is suggested: "Force Majeure refers to natural disasters and unavoidable catastrophes that prevent the Project from operating and generating electricity as expected or otherwise restrict the Project Manager or Participant from fulfilling its obligation under this Contract."

Either you or the Project Manager may terminate this Contract if the other party breaches a material obligation under the contract and fails to cure the breach within 30 days of being notified by the non-breaching party.

You will forfeit any bill credit balance tied to your account if your contract is terminated early.

7. Non-Payment and Utility Disconnection

If you do not pay your bill, your unpaid on-bill subscription charges will be reflected on your next monthly bill. Non-payment is considered a breach of this contract that may result in termination as described above in section 6.

Clear instructions for the off-bill recovery of any unpaid off-bill charges, as well as the off-bill collection of any penalties for non-payment of on-bill charges.

If your electricity service is temporarily disconnected due to non-payment or any other reason, your participation payments and bill credits will accrue during the time you are disconnected. When your utility service resumes, your next bill will include both participation payments and bill credits reflecting the solar generation that occurred while you were disconnected.

Non-payment of your bill due to disconnection is considered a breach of contract, and your Project Manager may terminate this Contract according to the process outlined above in section 6. If your account is closed, rather than disconnected, your Project Manager may terminate the agreement immediately.

Explain any associated penalties related to utility disconnection, as well as the treatment and recovery of any off-bill subscription charges.

8. Instructions and Fees for Changing the Size of Your Subscription

Explain the circumstances under which a Participant may change the size of their Subscription and disclose any associated fees and how the Project Manager will collect those fees off-bill.

Describe the process for requesting a change in Subscription size.

9. Renewable Energy Credits

Renewable energy reduces greenhouse gas emissions by displacing emitting generation on the electricity grid. A Renewable Energy Certificate (REC) represents the property rights to these greenhouse gas emission reduction attributes, plus all other non-power benefits associated with the generation of renewable energy.

Only the owner of a REC can claim the environmental attributes of the associated megawatt-hours of renewable energy. A party must own and retire the RECs to make claims about using renewable electricity.

You own the RECs and the environmental, economic, and social benefits associated with megawatt hours of electricity generated by your Subscription. You may not sell or transfer these RECs, except as part of the transfer or reassignment of your Subscription to another customer.

If the project is less than 360 kW and is granted a waiver from the requirement to register with the Western Renewable Energy Generation Information System (WREGIS), then the Project Manager must also include the following language in the contract:

{“The Western Renewable Energy Generation Information System (WREGIS) is the independent, renewable energy tracking system for this region. This Project has received a waiver from the requirement to register with WREGIS. As a result, this Project will not certify or retire renewable energy certificates on your behalf.”}

10. Data Privacy and Security

Explanation of how the Project Manager will ensure the security of private Participant information, in accordance with its obligations as a registered Project Manager, as described Project Manager Data Security Requirements section of the Code of Conduct.

11. The Responsibilities of the Program Administrator, [UTILITY] and the Oregon Public Utility Commission

- a. Program Administrator: The Oregon Community Solar Program Administrator, a company called Energy Solutions, and its subcontractors are responsible for implementation and management of the day-to-day operation of the Community Solar Program, including reviewing projects, calculating bill credits and coordinating monthly bill crediting with utilities, facilitating the billing and collection of Subscription payments through the utility bill, monitoring Project Managers' compliance with Program requirements and the Code of Conduct and supporting the resolution of complaints related to the Community Solar Program.
- b. [UTILITY]: With consent from the Participant, the Participant's utility is responsible for providing customer electricity account information for the purpose of verifying their Subscription eligibility, applying bill credits owed to Participants, collecting and remitting Subscription payments owed by Participants to the Project Manager and collecting fees to fund Program Administration.
- c. Oregon Public Utility Commission: The Oregon Public Utility Commission is responsible for overseeing and reporting on the performance of the Community Solar Program, Pre-certifying and Certifying projects, resolving escalated complaints, conducting periodic audit and evaluation of the Program, and anything else determined by the Commission.

12. Notifications about Project Status and Performance

If a Project is not operational at the time the Participant enters into the contract, the Project Manager must: a) provide the estimated Commercial Operation date, b) indicate the frequency and method by which they will notify the Participant about the status of the Project, and c) explain the Participant's options if the Commercial Operation date is delayed by more than a year, including remedies and refunds that would apply under this circumstance. The Project Manager must also clearly disclose that the Participant will not receive Bill Credits until after the Project is operational.

If the estimated Commercial Operation date changes, the Project Manager must notify the Participant of the revised date as part of the recurring updates.

Project Managers must provide Participants with a status update about the Project a minimum of every three months until the Project become operational. Status updates must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).

Project Manager must give Participants advance notice if the Project will be offline for a planned outage for more than three days and include an estimated date by which the Project will resume operation. If there is an unplanned outage of more than three days, the Project Manager must notify the Participant promptly and include an estimated date by which the Project will resume operation. Notice must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).

Project Managers must commit to take all commercially reasonable steps necessary to construct, interconnect, maintain and repair the Project and associated equipment to ensure the Project produces electricity substantially as intended for the term of the agreement.

Project Managers must assume all responsibility, liability and costs for the ongoing operations, maintenance, or repair of the Project. No extra fees for repair or maintenance may be passed on to the Participant.

If the Project is terminated for any reason, before or after achieving commercial operation, the Project Manager must notify the Participant by mail within two weeks of the decision to terminate. The notice must describe the Participant's options, rights and remedies under this contract, including the refundability of any up-front payments.

Disclose and describe any guarantees of performance.

13. Dispute Resolution

If you have questions, require information or wish to make a complaint, contact **[PROJECT MANAGER BUSINESS NAME]** by calling **[PROJECT MANAGER CUSTOMER SERVICE PHONE]**, emailing **[PROJECT MANAGER CUSTOMER SERVICE EMAIL]**, writing to **[PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS]** or following the instructions at **[PROJECT MANAGER WEBSITE]**.

If you have inquiries or complaints that the Project Manager is unable to resolve, you should contact the Program Administrator by calling 1-800-481-0510 (calls answered Monday through Friday, 8:00 am to 5:00 pm) or emailing info@oregoncsp.org.

The Project Manager's dispute resolution process must be clearly described.

The Project Manager's dispute resolution process and any other provisions of the Contract may not:

- *require Participants to bring disputes or claims in an inconvenient venue or with time limits more restrictive than the relevant statute of limitations;*
- *waive the Participants' redress rights under Oregon or federal law;*
- *give up the Participants' ability to seek punitive damages; or*
- *require Participants to pay fees and costs beyond what Oregon state and federal courts would require.*

14. The Project Manager May Sell this Contract

You are advised that the Project Manager may assign, sell, or otherwise transfer this Contract to another entity, and that other entity will be bound by the terms of the agreement as if it were the Project Manager. If this Contract is assigned, sold or transferred, the Project Manager will notify you in advance of the change.

15. Three-Day Right to Cancel

You have the right to cancel this Contract and receive a full refund on any deposits or payments if you make the request within three business days (Monday through Friday, excluding federal holidays) of signing the Contract.

16. Consent to Access and Use Your Energy Information

You authorize **[UTILITY]** to provide utility usage and billing information to the Project Manager and Program Administrator for the electric account(s) specified by you, for the term of your Contract. This information may include your electricity account and meter number(s), utility rate schedule(s), electricity use and billing information. This information will be used by the Program Administrator and Project Manager to verify your eligibility for the Community Solar Program and to perform monthly billing and crediting for your Subscription.

17. Subscription Information Release

You agree that the Program Administrator may report non-identifiable information, in aggregate, about you and your Subscription to the Oregon Public Utility Commission, the Oregon legislature or other state agencies as necessary to meet the Program Administrator responsibilities. The Program Administrator and Project Manager will treat all other Participant information gathered as confidential.

18. Additional Provisions

Contracts may impose additional requirements on Participants, provided those requirements do not discriminate based on race, color, religion, sex, sexual orientation, national origin, marital status, disability, familial status or source of income.

SIGNATURES:

PARTICIPANT

Signature: _____

Print name: _____

Date: _____

PROJECT MANAGER

Signature: _____

Print name: _____

Title: _____

Business: _____

Date: _____

Template: Contract and Disclosure Checklist for Low-Income Participants



Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this Disclosure Checklist template.

INSTRUCTIONS:

Project Managers must use this participation contract template with all low-income residential participants. A different contract template is available for use with residential participants.

Registered Project Managers and subcontractors, partners or affiliates working as agents of Project Managers are authorized to use this contract template.

The basic formatting of this contract template must remain as-is and at least a 10-point font must be maintained. The Project Manager may add its logo, if desired.

- Text in plain font in this template is unalterable.
- Text in **[ALL CAPS AND BOLD IN SQUARE BRACKETS]** indicates blanks to be filled in when finalizing the contract.
- Text in **{bold in curly brackets}** accompanied by **OR** indicates a selection must be made from a set of options. After a selection has been made, the text in **{bold in curly brackets}** that does not apply may be deleted.
- Text in ***bold italics*** indicates a mandatory provision the contract must meet or exceed. Guidelines are provided on what must be included.
- Text in *italics* is purely instructional and may be deleted.

When preparing this form for a Participant, these instructions should be deleted. This Contract and Disclosure Checklist must be completed and provided to the customer in a language they can understand. Spanish and Russian language versions of this template are available in the Resources section of the Program website at oregoncsp.org.

Oregon Community Solar Program Contract and Disclosure Checklist for Low-income Participants

The first few pages of this contract document are referred to as a Disclosure Checklist. This Disclosure Checklist describes key information about your **{subscription}** OR **{ownership interest}** in a community solar project. The checklist refers to key contract terms that Project Managers must disclose in their contract with you. You can use the checkboxes to indicate you have reviewed each term, and you or your Project Manager can note on which pages an item is addressed.

Read this Disclosure Checklist and the rest of your Contract carefully so that you fully understand the costs, benefits and risks of participation.

For information about the Oregon Community Solar Program, including customer eligibility criteria, low-income participation resources and the Project Manager Code of Conduct, visit the Program website at oregoncsp.org.

If you have questions or complaints related to your community solar contracting experience, you should work with your Project Manager to resolve your concerns. If you are unable to resolve a problem with your Project Manager, you may contact the Community Solar Program Administrator by emailing info@oregoncsp.org or by calling 1-800-481-0510.

Questions or Concerns?

Contact your Project Manager by calling [PROJECT MANAGER CUSTOMER SERVICE NUMBER], emailing [PROJECT MANAGER CUSTOMER SERVICE EMAIL] or writing to [PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS].

Notice of translated contract availability:

Una versión de este contrato está disponible en español y se puede solicitar a su Gerente de Proyecto.

Версия этого контракта доступна на русском языке и может быть получена (доступна) у вашего менеджера проекта

Disclosure Checklist	
PARTICIPANT INFORMATION	PROJECT MANAGER INFORMATION
Name: [NAME] Site Address: [SITE ADDRESS ASSOCIATED WITH SUBSCRIPTION] Phone: [PHONE] <input type="checkbox"/> cell <input type="checkbox"/> home Email address: [EMAIL] Utility: {PGE, PAC OR IDP} Account Number: [UTILITY ACCOUNT #] Preferred method of contact for notifications: <input type="checkbox"/> phone <input type="checkbox"/> email <input type="checkbox"/> mail <input type="checkbox"/> text	Project Manager: [PROJECT MANAGER BUSINESS NAME] Address: [BUSINESS ADDRESS] Phone: [CUSTOMER SERVICE PHONE] Email: [CUSTOMER SERVICE EMAIL] Form prepared by: [FIRST AND LAST NAME AND, IF AN AGENT OF PROJECT MANAGER, BUSINESS NAME]
COMMUNITY SOLAR PROJECT INFORMATION	
Project location(s): [LIST ADDRESSES OF ALL SYSTEMS THAT ARE PART OF THIS PROJECT] Estimated total size of the project is [KW] kW-AC Estimated total production of the project in the first year: [KWH] kWh Estimated annual decrease in the production of the project due to aging: [DEGREDDATION] % per year {Estimated} date the project {will begin} OR {started} operation: [MM/DD/YYYY]	

Estimated project lifetime: [LIFE IN YEARS] years	
YOUR SUBSCRIPTION	
<p>You {own} OR {lease} part of the Community Solar Project for the term of the Contract (your "Subscription").</p> <p>Size of your Subscription: [KW] kW-AC</p> <p>Estimated production of your Subscription in the first year: [KWH] kWh</p> <p>Estimated total production of your Subscription over the term of the contract: [KWH] kWh</p>	
ONGOING PARTICIPATION PAYMENTS	UP-FRONT PAYMENTS
<p><i>Write "Does not apply" if there are no ongoing payments.</i></p> <p>{Price per kWh generated: [KWH RATE] /kWh</p> <p>Your payment each month will be this price multiplied by the amount of electricity generated by your Subscription}</p> <p>OR</p> <p>{Fixed monthly payments of \$[MONTHLY PRICE]}</p> <p>OR</p> <p>{Describe monthly amount and factors that determine that payment}</p> <p>Your first monthly payment is due on {MONTH OR the first billing month after the Community Solar Project begins operating}.</p> <p>Your {Price per kWh OR monthly payment} will {remain the same for the term of this Contract} OR {increase each year by [ANNUAL INCREASE]%}.</p> <p>These payments will be collected {on your utility bill OR describe approved alternative collection method}.</p>	<p><i>Write "Does not apply" if there are no up-front payments.</i></p> <p>Amount due at {[DATE]} OR {milestone}: \$[]</p> <p><i>{If an up-front payment was or will be made by another party in order to "gift" this Subscription to the Participant, state the amount, payment date and responsible party here}</i></p>
TERM	FEES AND OTHER CHARGES
<p>The initial term of your Contract is [YEARS] years {and [MONTHS] months}.</p>	<p>If you cancel your Contract early, you will not be charged a fee.</p> <p><i>List all other fees/charges and their amounts. If a fee is \$0, it does not need to be listed here.</i></p>
BILL CREDIT	
<p>Your utility will provide you with bill credits for the electricity generated by your Subscription.</p> <p>Participants of this Community Solar Project will receive a Bill Credit Rate of \$[BILL CREDIT RATE]/kWh.</p>	

In the first year of the operation of this project, your Subscription may generate a total Bill Credit of \$[**BILL CREDIT RATE** x ESTIMATED FIRST YEAR PRODUCTION IN KWH].

The actual amount of your Bill Credit may differ from this estimate due to natural variations in solar resource and the actual performance of the system over time.

FINANCIAL SAVINGS GUARANTEE

{This Contract does not guarantee savings.} OR {This Contract guarantees [describe savings guarantee], as detailed in your Contract.}

CHECKLIST OF CONTRACT TERMS

This is a checklist of key contract terms that your Project Manager is required to disclose to you. You or your Project Manager can note on which pages and sections a term is addressed and you can use the checkboxes to track that you have reviewed each item. Checking off each item as you review it is recommended but not required.

✓	Contract Item	Page Number	Section Number
<input type="checkbox"/>	One-time and ongoing participation costs		
<input type="checkbox"/>	Benefits or savings from participation		
<input type="checkbox"/>	Schedule of fees and credits for each year of your contract term		
<input type="checkbox"/>	Length of your contract and options at the end of the term		
<input type="checkbox"/>	Process and fee for cancelling your Subscription early		
<input type="checkbox"/>	Ability and cost to transfer your Subscription to another customer		
<input type="checkbox"/>	What happens if you move		
<input type="checkbox"/>	The process and cost for changing the size of your Subscription		
<input type="checkbox"/>	Explanation of renewable energy credits		
<input type="checkbox"/>	How disputes are resolved		
<input type="checkbox"/>	Your three-day right to cancel the contract		
<input type="checkbox"/>	Data privacy and security		

<input type="checkbox"/>	Release of your electric utility information		
<input type="checkbox"/>	How you will be notified about the status of the Community Solar Project		
<input type="checkbox"/>	Warrantees and performance guarantees		
<input type="checkbox"/>	What happens if the Community Solar Project goes offline or stops operating		

By initialing, you acknowledge that you have received and reviewed this Disclosure Checklist.

Participant Initials	Date	Project Manager Representative Initials	Date
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Oregon Community Solar Program Subscription Contract for Low-income Participants

Please read these terms and conditions carefully. If both the person or entity interested in subscribing to a community solar project in Oregon (then referred to as the “Participant” or “you”) and the entity that manages and operates that solar project (referred to as the “Project Manager”) sign this document, then it becomes valid, enforceable, and legally binding contract between you and the Project Manager.

This Oregon Community Solar Program Subscription Contract (“Contract”) is entered into on **[DATE]** by, you, **[PARTICIPANT NAME]** and **[PROJECT MANAGER]**. You are a customer of **[UTILITY]** eligible to participate in the Oregon Community Solar Program in the way provided in this Contract. Project Manager is a(n) **[DESCRIPTION OF LEGAL ENTITY]**. Together you and the Project Manager may be referred to as the Parties.

TERMS

1. Incorporation of Disclosure Checklist

The Disclosure Checklist immediately preceding this Contract contains important information, particular to you, about your participation in the Oregon Community Solar Program. This Disclosure Checklist is part of this Contract.

2. Costs, Risks, and Benefits of Participation in the Oregon Community Solar Program

Estimated electricity generation for the Community Solar Project in which you are participating is **[PROVIDE ESTIMATE OF GENERATION]**. This generation is subject to variations based upon weather and other factors.

Your Fees:

Describe all one-time and on-going fees, including Subscription Fees. Describe the off-bill method that the Project Manager will use to collect these fees.

Explain the consequences of late or non-payment of Subscription Fees, and how the Project Manager handles collection of unpaid fees.

Your Bill Credits: Complete the schedule of costs and benefits to show, for each year of the term of the agreement: the Subscription fee that will be charged; the Bill Credit rate (\$/kWh); the maximum Program Fee (\$/kW-AC); the expected annual production of the Subscription (kWh); and a calculation of the expected yearly net benefit or cost. If the contract term is more than 10 years, add additional lines. If there are upfront payments, a Year 0 should be included to denote this. The values shown in gray text are examples provided to help illustrate the proper use of the schedule and should be replaced with actual values for the Subscription. The example values do not reflect actual Bill Credit rates or Program Administration fees.

This schedule shows the total estimated savings or cost of your Subscription, for each year of your Subscription term, and the electricity production estimate, costs and Bill Credit Rate used to calculate the estimated yearly savings/cost.

<i>Year</i>	<i>Estimated Yearly Savings (+) or Cost (-)</i>	<i>Estimated Yearly Production (kWh/yr)</i>	<i>Subscription Fee</i>	<i>Bill Credit (\$/kWh)</i>	<i>Maximum Program Fee (\$/kW-AC per month)</i>
1	\$90.00	3,600	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month
2	\$89.50	3,580	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month
3	\$89.00	3,560	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month
4	\$88.50	3,540	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month
5	\$88.00	3,520	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month
6	\$87.50	3,500	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month
7	\$87.00	3,480	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month
8	\$86.50	3,460	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month
9	\$86.00	3,440	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month
10	\$85.50	3,420	-\$0.085/kWh	\$0.110/kWh	\$0.00/kW-month

Bill Credit: The Bill Credit is the amount in dollars that you receive from your utility for the electricity generated by your Subscription. The Bill Credit Rate is the value used to calculate your total Bill Credit. Bill Credit Rates are set by the Oregon Public Utility Commission.

Donation of Excess Generation: If your Subscription produces more electricity over the course of a yearly billing cycle (reconciled annually in April), than your home uses, then the value of the extra electricity will be donated to the low-income programs of your utility. If you previously received bill credits for excess generation, this amount will be deducted from your monthly net bill savings until the balance has been repaid.

3. Length of Contract

This Contract begins on [DATE] and ends on [DATE].

Must be at least ten years.

At the end of this Contract, you {HAVE} OR {DO NOT HAVE} the option to extend the contract. If you do not extend the contract, it will terminate and you will no longer be a Participant in the Oregon Community Solar Program.

Must explain the Participant's options at the end of the contract term, including any options to extend the contract or purchase the subscription share.

If your contract is not extended, any remaining bill credit balance on your account at the end of the contract term will remain attached to your account and be credited towards subsequent monthly bill or donated at the end of an annual billing cycle as normal.

4. What Happens If You Move

If you move to a new home where you receive electricity from the same utility, you are allowed to retain your Subscription; there will be no fee for doing so.

If you move **[PROVIDE TERMS AND INSTRUCTIONS HERE]**.

Clear terms and instructions for requesting a relocation must be provided, including how adjustments may be made to the Subscription in the event that the Participant's new site uses less electricity annually than the Subscription generates.

There is no fee for changing the size of a Subscription because you move.

5. How to Transfer Your Subscription to Another Utility Customer

You may not transfer your Subscription to another person, unless it is to another person within your household and you are also transferring responsibility for your utility account to that person.

If you change the primary account holder for electric service at your home, you may transfer your Subscription to that person at no cost.

To transfer your Subscription **[PROVIDE TERMS AND INSTRUCTIONS HERE]**.

Clear instructions for requesting a transfer must be provided.

6. Ending this Contract Early

If you would like to end this Contract before the end date in Section 3, you may do so by **[PROVIDE CLEAR INSTRUCTIONS FOR EARLY TERMINATION]**. There is no fee ending this Contract early.

If Project Manager ends this Contract early due to natural disasters and unavoidable catastrophes that prevent the Project from operating and generating electricity as expected or otherwise restrict the Project Manager from fulfilling its obligations. **[DISCLOSE ANY COST-RECOVERY OPTIONS HERE]**.

The Project Manager may terminate this Contract if you fail to pay any money you owe and fail to cure the problem within 30 days of being notified by the Project Manager.

If you terminate this Contract early, then you will no longer be a Participant in the Oregon Community Solar Program and the electricity from your Subscription will go to someone else.

You will forfeit any bill credit balance tied to your account if your contract is terminated early.

7. Non-Payment and Utility Disconnection

If you do not pay your bill, your unpaid on-bill subscription charges will be reflected on your next monthly bill. Non-payment is considered a breach of this contract that may result in termination as described above in section 6.

If your electricity service is temporarily disconnected due to non-payment or any other reason, your participation payments and bill credits will accrue during the time you are disconnected. When your utility service resumes, your next bill will include both participation payments and bill credits reflecting the solar generation that occurred while you were disconnected.

Non-payment of your bill due to disconnection is considered a breach of contract, and your Project Manager may terminate this Contract according to the process outlined above in section 6. If your account is closed, rather than disconnected, your Project Manager may terminate the agreement immediately. There will be no fee for contract termination due to disconnection.

8. Instructions and Fees for Changing the Size of Your Subscription

Reducing your Subscription if you move: If you move, you may need to reduce the size of your Subscription if the Subscription produces more electricity than your new home uses each year. If this occurs, your Project Manager will notify and work with you to make the change, and there will be no fee for changing the size of your Subscription.

Reducing your Subscription to avoid over-subscription: You will need to reduce the size of your Subscription if your energy consumption has decreased to a point where your Subscription produces more electricity than you use over the course of a given billing year. If this occurs, your Project Manager will notify and work with you to make the change, and there will be no fee for changing the size of your Subscription.

Explain the additional circumstances under which a Participant may change the size of their Subscription and disclose any associated fees.

If you need to change the size of your Subscription **[PROVIDE TERMS AND INSTRUCTIONS HERE]**.

Describe the process for requesting a change in Subscription size.

9. Renewable Energy Credits

Renewable energy reduces greenhouse gas emissions by displacing emitting generation on the electricity grid. A Renewable Energy Certificate (REC) represents the property rights to these greenhouse gas emission reduction attributes, plus all other non-power benefits associated with the generation of renewable energy.

Only the owner of a REC can claim the environmental attributes of the associated megawatt-hours of renewable energy. A party must own and retire the RECs to make claims about using renewable electricity.

You own the RECs and the environmental, economic, and social benefits associated with megawatt hours of electricity generated by your Subscription. You may not sell or transfer these RECs, except as part of the transfer or reassignment of your Subscription to another customer.

If the project is less than 360 kW and is granted a waiver from the requirement to register with the Western Renewable Energy Generation Information System (WREGIS), then the Project Manager must also include the following language in the contract:

{The Western Renewable Energy Generation Information System (WREGIS) is the independent, renewable energy tracking system for this region. This Project has received a waiver from the requirement to register with WREGIS. As a result, this Project will not certify or retire renewable energy certificates on your behalf.}

10. Data Privacy and Security

Explanation of how the Project Manager will ensure the security of private Participant information, in accordance with its obligations as a registered Project Manager, as described Project Manager Data Security Requirements section of the Code of Conduct.

11. The Responsibilities of the Program Administrator, [UTILITY] and the Oregon Public Utility Commission

- a. Program Administrator: The Oregon Community Solar Program Administrator, a company called Energy Solutions, and its subcontractors are responsible for implementation and management of the day-to-day operation of the Community Solar Program, including reviewing projects, calculating bill credits and coordinating monthly bill crediting with utilities, facilitating the billing and collection of Subscription payments through the utility bill, monitoring Project Managers' compliance with Program requirements and the Code of Conduct and supporting the resolution of complaints related to the Community Solar Program.

- b. **[UTILITY]**: With consent from the Participant, the Participant's utility is responsible for providing customer electricity account information for the purpose of verifying their Subscription eligibility, applying bill credits owed to Participants, collecting and remitting Subscription payments owed by Participants to the Project Manager and collecting fees to fund Program Administration.
- c. **Oregon Public Utility Commission**: The Oregon Public Utility Commission is responsible for overseeing and reporting on the performance of the Community Solar Program, Pre-certifying and Certifying projects, resolving escalated complaints, conducting periodic audit and evaluation of the Program, and anything else determined by the Commission.

12. Notifications about Project Status and Performance

If a project is not operational at the time the Participant enters into the contract, the Project Manager must a) provide the estimated Commercial Operation date, b) indicate the frequency and method by which they will notify the Participant about the status of the Project, and c) explain the Participant's options if the Commercial Operation date is delayed by more than a year, including remedies and refunds that would apply under this circumstance. The Project Manager must also clearly disclose that the Participant will not receive Bill Credits until after the Project is operational.

If the estimated Commercial Operation date changes, the Project Manager must notify the Participant of the revised date as part of these recurring updates.

Project Managers must provide Participants with a status update about the Project a minimum of every three months until the Project become operational. Status updates must be provided in the form agreed upon by the Participant and Project Manager (phone, email, mail or text).

The Project Manager will notify you in advance of a planned outage to the Community Solar Project if the outage will result in the Community Solar Project being offline for more than three days. The notice will include an estimated date by which the Community Solar Project will resume operation. If there is an unplanned outage of more than three days, then the Project Manager will notify you immediately and include an estimated date by which the Community Solar Project will resume operation. The Project Manager will provide these notices by **[PHONE, EMAIL, MAIL, OR TEXT]**.

The Project Manager will take all commercially reasonable steps necessary to construct, interconnect, maintain, and repair the Community Solar Project and its associated equipment to ensure that the Community Solar Project produces electricity substantially as intended for the term of this Contract. The Project Manager assumes all responsibility, liability and costs for the ongoing operations, maintenance, and repair of the Community Solar Project. The Project Manager will not charge you any extra fees for repair or maintenance of the Community Solar Project and its associated equipment.

If the Community Solar Project is terminated for any reason before or after it achieves commercial operation, then the Project Manager will notify you within two weeks and inform you of your rights and remedies under this Contract, including the refundability of any upfront payments.

Disclose and describe any guarantees of performance.

13. Dispute Resolution

If you have questions, require information or wish to make a complaint, contact **[PROJECT MANAGER BUSINESS NAME]** by calling **[PROJECT MANAGER CUSTOMER SERVICE PHONE]**, emailing **[PROJECT MANAGER CUSTOMER SERVICE EMAIL]**, writing to **[PROJECT MANAGER CUSTOMER SERVICE MAILING ADDRESS]** or following the instructions at **[PROJECT MANAGER WEBSITE]**.

If you have inquiries or complaints that the Project Manager is unable to resolve, you should contact the Program Administrator by calling 1-800-481-0510 (calls answered Monday through Friday, 8:00 am to 5:00 pm) or emailing info@oregoncsp.org.

The Project Manager's dispute resolution process must be clearly described.

The Project Manager's dispute resolution process and any other provisions of the Contract may not:

- *require Participants to bring disputes or claims in an inconvenient venue or with time limits more restrictive than the relevant statute of limitations;*
- *waive the Participants' redress rights under Oregon or federal law;*
- *give up the Participants' ability to seek punitive damages; or*
- *require Participants to pay fees and costs beyond what Oregon state and federal courts would require.*

14. The Project Manager May Sell this Contract

The Project Manager may assign, sell, or transfer this Contract to another entity, and that other entity will be bound by the terms of the agreement as if it were the Project Manager. If this Contract is assigned, sold or transferred, the Project Manager will notify you in advance of the change.

15. Three-Day Right to Cancel

You have the right to cancel this Contract and receive a full refund on any deposits or payments if you make the request within three business days (Monday through Friday, excluding federal holidays) of signing the Contract.

16. Consent to Access and Use Your Energy Information

You authorize [UTILITY] to provide utility usage and billing information to the Project Manager and Program Administrator for the electric account(s) specified by you, for the term of your Contract. This information may include your electricity account and meter number(s), utility rate schedule(s), electricity use and billing information. This information will be used by the Program Administrator and Project Manager to verify your eligibility for the Community Solar Program and to perform monthly billing and crediting for your Subscription.

17. Subscription Information Release

You agree that the Program Administrator may report non-identifiable information, in aggregate, about you and your Subscription to the Oregon Public Utility Commission, the Oregon legislature or other state agencies as necessary to meet the Program Administrator responsibilities. The Program Administrator and Project Manager will treat all other Participant information gathered as confidential.

SIGNATURES:

PARTICIPANT

Signature:

PROJECT MANAGER

Signature:

Print name: _____
Date: _____

Print name: _____
Title: _____
Business: _____
Date: _____

Stakeholder Comments submitted for the Program Implementation Manual

Project Manager Chapter

Feedback from Project Manager Section

All of the responsibilities of a Project Manager make perfect sense. What if one company is developing and operating a portfolio of projects? Typically we develop a community solar garden in the name of a project LLC and complete all contracts in the project LLC name. So for example Pivot Energy is developing multiple projects such as Project 1 LLC, Project 2 LLC, Project 3 LLC, etc. Should Pivot Energy be the project manager for all of its projects? Or, should each of those individual project LLCs register as the project manager?

Is it possible to transfer ownership from one Project Manager to another as long as both are compliant orgs?

Pivot Energy does all items relevant to develop, subscribe, own, operate a community solar garden. We also offer our services to other companies. So let's say a separate Project Manager has hired us to subscribe the solar garden and manage billing on their behalf- but they still remain the owner of the solar project. Which entity should remain the Project Manager in that example (the project owner or the one managing the subscribers)?

The roles outlined for Project Managers appear to allow for subcontractors for various pieces of project development, customer acquisition and management. It would be helpful if this were clarified further.

This section is overly specific in requiring the same legal entity to both (1) enter into agreements with subscribers and (2) manage project-level information for the purpose of pre-certification. In other states where Clearway owns, operates, and manages subscriptions for community solar projects, these two responsibilities sit with different subsidiaries within our parent company. These distinctions are important for financing purposes.

Given that the first task of the Project Manager is to submit projects for pre-certification, it would make sense for the Project Manager to be the entity with responsibility for one or more projects and to allow an affiliate of the Project Manager to be the entity that enters into agreements with subscribers. A simple attestation could be used to affirm that the legal entity that enters into subscriber agreements is an affiliate of the Project Manager.

Additionally, it is very common in the solar industry for a developer to originate a project and then, when the project has reached a sufficient stage of maturity, sell the project to a different company that will own and operate the project long-term. This requires more flexibility in the definition of Project Manager. A developer will need to have the option to register as a Project Manager and submit a project for pre-certification, even if that developer will not be acquiring or serving customers.

Feedback on "Registration Process and Requirements" Section

Requirement #2- We may acquire low income participants with in house resources AND we may partner with a low income servicing organization. Should we list both or list neither?

Requirement #3- We may not know some of our subcontractor partners yet. We handle most items in house but we do end up sub-contracting some of the civil, mechanical, and electrical work to local companies. We don't usually begin this process until a project is real (awarded, interconnect contract, subscriber contracts, financed). Once we do choose a local contractor for certain onsite work do they have to be registered as Project Managers or anything other registration with utility?

How is "begin construction on a Community Solar Project" defined as it is not allowed prior to pre-certification?

Only 10 business days is quite short to require a response that may determine eligibility in the program. Suggest extending this timeline to 20 or 30 business days.

As the section on "Restrictions on entering into agreements with customers before a project is pre-certified written," (also on page 9) it appears that they are referring to actual subscription and ownership contracts. However, it may be problematic if this language is also intended to prevent MOUs or other precursor agreements that could lock in an anchor tenant. It would be helpful if this were clarified further.

Worker's compensation insurance requirement may be onerous for managers developing only a single small (25+ kW) project.

The language in this section states broadly, "Entities that are not registered Project Managers or directly affiliated with a registered Project Manager should not conduct outreach, marketing, or advertising about the Program or enter into agreements with Subscribers." Clearway agrees that entities that are not registered Project Managers or affiliates should not be allowed to enter into agreements with subscribers. However, this language appears to create a blanket prohibition on any entity other than a Project Manager conducting outreach about the program as a whole. This would seem counterproductive to the success of the program. For example, community-based organizations or local governments may want to share information about the program with community members and encourage them to participate, and once the program is up and running, happy customers may want to encourage their friends and neighbors to sign up. This language in the manual appears to prohibit all of these activities. This language should be modified so that it does not limit the sharing of information about the program in general.

Feedback on "Maintaining Project Manager Registration"

"mergers and asset transfers are considered and granted by the OPUC"- It is pretty much industry standard to have a project transfer ownership for sake of tax equity financing and/or a small local developer selling asset to larger energy asset owner. That said, its not typical that PUC type entity has say whether an asset is sold or not as long as the new owner is abiding by all program rules and contracts related to that asset and in the case of this program a registered Project Manager. Is this the rules of Oregon and the OPUC? Or is this a program rule? Is OPUC ready to have oversight on the transfer of every single solar project at least once per project (worst case scenario)?

Asset transfers are an extremely common practice in solar development. Most projects are transferred at least once, if not several times, over the course of the project's life. As such, CCSA and OSEIA strongly recommend that asset transfers remain outside of the purview of the OPUC. Not only would it be a waste of administrative resources and time, it is unnecessary. While the Program will enable new business models that have not previously been tested in the Oregon market as the draft chapter states, these models have been tested and proven in 20 other community solar

markets across the country. Moreover, regardless of the project owner, the solar facility will remain a valuable asset in the ground for decades. To protect their investments, solar companies spend significant capital on legal and accounting fees to ensure that these transfers comply with all federal, state and local laws and conform to Program requirements.

As stated in an earlier response, it is very common for projects to change ownership during the development cycle. Requiring OPUC to grant an amendment for each of these transactions on a case-by-case basis would needlessly burden the PUC and would pose a financing risk for projects, by introducing regulatory risk into what would otherwise be an unremarkable business transaction. It is not clear what reason the PUC would have to allow or deny a request from one Project Manager to sell a project to another.

As long as both parties are approved Project Managers, a simple administrative process should be sufficient to transfer a project.

Feedback on the "Code of Conduct" section

"P. 10-12 re Advertising, marketing and sales activities": We've had issues with solar installers incorrectly asserting that customers would never again receive a bill from the utility. Should the PMs assertions about the customer's ongoing relationship with the utility be specifically addressed here?

On page 11, d. talks about door-to-door marketing. Should mention anything about getting required permits or solicitor's licenses, if required. Although maybe it's assumed they'll follow city county laws.

P. 15, only acknowledges that residential customers will have a standard contract, need to address non-standard contracts that may be available for non-residential customers."

Advertising, sales, marketing:

b. what constitutes "objective evidence" is there an example?

g. need clarification around "not paying anything", do bill debits count? what if you pay upfront? What if you get credited more than you pay? Is it only free if there are no bill debits?

i. rate increases could also include comparisons to other tariffs, rate schedules, or RVOS compensation, seems like this should require conspicuous disclaimers on any comparison to utility costs or charges

Customer contracts:

The PA should be mindful of keeping administration costs down and contract language simple, especially for low-income contracts. If there are requirements or boilerplate language it should be distilled down into only the absolutely necessary language, and place more onus on the PMs rather than the subscribers signing contracts.

g. please clarify the distinction between "discriminating" because of race or income level and targeting certain demographics for the subscriber base. What if a community organizes a project and only wants their members or neighbors as subscribers, is this discrimination?

CCSA and OSEIA are opposed to any provision that requires community solar providers to use standardized or pre-approved contracts. Community solar is somewhat unique in the solar industry in that business models can vary widely. Requiring standard or pre-approved contracts would have a significant negative impact on innovation, competition and, as a result, Oregon customers. It is

somewhat unclear from the text on page 15 what this 'standard, Program-approved contract template' would entail, nor have stakeholders seen any example of what would be considered Program-approved.

Looking to New York for a relevant example, the New York Department of Public Service Commission issued an Order in 2017 regarding the regulation and oversight of distributed energy resource (DER) providers and products. The Commission opted to remove certain requirements like bonding and standard contracts from the original staff proposal. Regarding standard contracts, the Commission decided it would be 'impractical given the variety of products in the DER market, and furthermore could stifle innovation.' As such, CCSA and OSEIA recommend clarifying that standard or preapproved contracts are not required for community solar.

Rather than standard contracts, CCSA and OSEIA instead support the use of a simple standard disclosure form, similar to one used in Maryland, Massachusetts, New York or New Jersey. Such a form allows community solar providers to communicate the important details of the contract while remaining consumer-friendly.

The proposal to require use of a 'standard, Program-approved contract template' is very concerning and should be removed. In each market where Clearway operates, we design community solar products to serve the needs of our customers and meet our own financing requirements. When community solar providers can offer a variety of different products, this allows for healthy competition and innovation in the market; it also allows us to continue refining our product offering over time based on early feedback from customers. Imposing a single, administratively written contract on all providers and customers would pose significant risks including that the standard, administratively drafted contract is not financeable or does not prove to be appealing to customers.

Clearway supports the use of a standard contract disclosure checklist to ensure that all community solar providers are clearly disclosing key contract terms. Clearway also is not opposed to including certain required language about the program in our contract.

The one thing that stuck out to me was the bit about using a standardized contract - singular form (Page 15, Customer Contracts, a.) There are likely to be several different subscription models devised and having a single contract type will limit this.

Feedback on “Disciplinary Probation and Termination” Section

P. 18: I would have expected to see violations of state or federal law as one of the grounds for termination that negatively impact public safety or the perception of the program.

Failure to report "sale" of RECs is not consistent with the PUC rules requiring retirement of RECs

Feedback on “Training and Resources” section

Page 19 links to FTC resources. The PIM should add the Green Guides.

<https://www.ftc.gov/news-events/media-resources/truth-advertising/green-guides>

Miscellaneous feedback on Project Manager Chapter

Overall the program is being implemented smoothly and it seems like many lessons have been learned from other states and other markets. Aside from some of the asset transfer and project LLC related questions above everything else looks really good.

Project Requirements Chapter

Feedback on Project Requirements Section

<p>Eliminate the Verifier, or minimize this to that system is built to size pre-cert and there. Industry not informed or weigh in this step not in AR603 would drop form the sky as has here (ETO?) We've had no input what they check and section worded, no limits that verifier not incentivized to make subjective comments calling for ongoing inspection for billing or job security self-gains. What constitutes some verifier unchecked belief some/any "issue might affect system performance or shorten its anticipated operating life".</p>	<p>Daniel Hale, Sunthurst Energy LLC</p>
<p>Pg 3, Sec 4a Decommissioning. We are planning to incorporate decommissioning cost in our proforma, and we have promised our community that. But I don't think there is a legal basis for a requirement to fund that cost in the beginning or at all. Solar is not unique from any other infrastructure that is built without funding its eventual decommission.</p> <p>Pg 8, Sec 11a Subscription models. More clarification is needed to understand the differences between Option (a) and (b) of the Production-based subscription. Perhaps include some working examples.</p> <p>Also, will the program allow for the purchase of solar panels under a payment plan roughly sized like a subscription? If so, would there need to be a different subscription model?</p>	<p>Ryan Sheehy, Viridian Management</p>
<p>5. Permits: This is important quality of a project before being PreCertified. This will ensure a project is real, is de-risked, and will actually be built. This will be important both for success and velocity of the program. If the permit bar is set too low then non-real projects may receive "award" but ultimately fail at permitting stage. Keeping a high bar will mean less administrative effort with project churn, lottery processing, failure and queue, etc. Those projects that got a later start can still get a permit and apply for subsequent versions of program.</p> <p>6. Interconnection: Again, the scoring or award system should set a high bar for same reasons as noted in permitting. We have a couple of projects with all studies complete and interconnect costs paid, the projects are just sitting there ready to go. If a low bar is set and a non-studied project receives award then that project could fail once they get the real/full interconnect cost. They may pull out of program, realize their site can't be financed/doesn't pencil, etc. Projects that have spent months, even years studying and perfecting their site size and location should be scored higher. AGain, this will lower the admin burden to the P.A., limit queue confusion, and cause more program success and velocity.</p> <p>7. Contractors, partners, affiliates: Many of these tasks we do in-house, but some we may partner with local orgs. If we decide to change course one contractor to another how will that alter the PreCert, Cert going forward?</p> <p>10c. We are fine submitting our low income plan. We always provide a savings product to low income subscribers. We have provided low income community solar subscriptions to thousands of customers and all have received savings with minimal to zero admin work. We will do same in Oregon and look forward to working with local organizations to use our mutual strengths in providing these benefits.</p>	<p>John Sullivan, Pivot Energy and SunCentral</p>

<p>12a,b,c: We think the special projects class of projects is great. But special projects should also have to meet "high-bar" of permit and interconnect status all the same. These type projects can have a high failure rate due to financing, enviro, and permitting issues that may arise.</p> <p>Remember regular projects also provide HUGE community benefits too: landowner benefits, job creation, subscribers are schools, small towns, low income groups, residents (renters & homeowners), small businesses, etc. Just want to make it clear that bigger projects also serve the community and have a higher chance of success too.</p>	
<p>P.1 its important that Projects that are not capable of meeting these requirements do not take up space that might otherwise be utilized by a viable and non-speculative project.☐</p> <p>o This sentiment recommend a Pre-certification requirement that projects have a completed SIS.</p> <p>P.2 Table 1</p> <p>o How will a project that causes program capacity to exceed the Interim (and successive) Tier(s) be treated? E.g. if program capacity for PacifiCorp is at 9.5 MWac in the Interim: General Tier and a 3 MWac project is next in queue for Pre-certification.</p>	<p>Nate Larsen, Pacific Power</p>
<p>- P.1 electrically separate from the existing system up to the Point of Interconnection.☐</p> <p>o This needs to be clarified. Recommend including something like the following language: electrically separate from the existing system, including a separate production meter.☐</p> <p>o Recommend clarifying that the system cannot be sited behind the meter with load.</p> <p>o Changing the capacity of the interconnection of an existing system will require a separate interconnection agreement.</p> <p>- P.1 the projects are all sited within a single municipality or urban area☐</p> <p>o No other restrictions? This language would permit a single site located in a municipality to host a collocated project larger than 3 MWac, so long as no single interconnection point had a capacity greater than 3 MWac. Was this the intent?</p> <p>- P.3 Permits☐</p> <p>o Project Managers may be reluctant to pursue non-ministerial permits until they have confidence that their projects will be interconnected. Recommend requiring a System Impact Study (SIS) for pre-certification.</p> <p>- P.4 Projects must have applied for interconnection and paid the required deposit for a System Impact Study or Fast Tract screening prior to applying for Pre-certification.☐</p> <p>o Interconnection costs or timing, even under Staffs ER interconnection proposal, could be significant or lengthy enough to impact the feasibility of a community solar project. A Project Manager (PM) will not necessary know whether interconnection requirements will impact their project until they have received the results of their SIS. Recommend requiring System Impact Study for Pre-certification.</p> <p>- P.10 Include a schedule that shows the maximum Program Administration fees☐</p> <p>o The Commission has not addressed the question of recovery of ongoing utility internal administration costs, but the statute requires that Owners and subscribers</p>	<p>Jennifer Angell, PacifiCorp</p>

<p>shall bear all ongoing costs incurred during the continued administration of the program</p>	
<p>Cate - will you include in this chapter or another what info a project will regularly provide to PA and utilities (e.g. monthly generation, subscribed and unsubscribed participants, subscription amounts, etc)? How the info will be provided and timing?</p> <p>Joe: more detail and discussion is required what constitutes common ownership</p> <p>Typo: sect 3.a."manger" should be "manager"</p> <p>Joe: section 6.a. Recommend that the interconnect requirement for a ~System Impact Study should be a ~High Level System Impact Study</p> <p>typo: section 7 a removed word "will" ".... known or expected to will be involved..."</p> <p>Cate: section 7 - how to ensure data security/confidentiality for customers? all parties - Does customer consent agreement cover sharing customer data with all entities?</p> <p>Cate: section 8.b. will REC be explained to customers?</p> <p>section 10 .a. recommend including "some of" Participation in the Oregon Community Solar Program allows customers to offset <<some of>> their energy usage with electricity generated from a certified community solar project.</p> <p>section 11 a. subscription models: how do these different models affect the customers bill and the utility data exchange with PA?</p> <p>section 11: Randi: seems that "off-bill" model conflicts with on-bill model. Would like clarifications about will still need to required on the bill even if an off-bill model is used. Cate - timing of an off-bill model could have an impact on the Utility billing process if it is introduced after Utility has modified bills to accommodate on-billing model</p>	<p>Randi Moscoe, Portland General Electric</p>
<p>2.a. When adding a community solar project next to an existing system, its unclear if you need to have two points of interconnection, or can use the same point? The description says separate .. up to the Point of Interconnection. This could be clarified.</p> <p>Further, what are the parameters and considerations for projects that are currently in an interconnection queue and are considering splicing their capacity so that some is used for community solar and the remaining is used for a QF PPA. The Subgroup produced some input around this scenario, but additional guidance would be helpful, particularly in light of the uncertain opportunity for new capacity in PAC territory.</p> <p>It could also be clarified whether projects do in fact need to be new, in essence, that existing operating projects are not eligible. This is a strong recommendation from industry (and other stakeholders), in order that the community solar program result in incremental additions of renewable energy for Oregon.</p> <p>6.a. We support some increased flexibility regarding interconnection status at pre-certification, particularly in light of PAC territory delays and uncertainty. That said, lowering the bar for admission increases the risk of less viable projects reserving program capacity which directly counters the spirit of pre-certification being a point that all but guarantees a successful project. Therefore, if demand for program capacity exceeds available capacity, we recommend additional qualifiers be used for ranking projects from a feasibility standpoint. A project with an interconnection agreement (and reasonable SIS and Facilities Study cost estimates) has a much</p>	<p>Charlie Coggeshall, OSEIA & CCSA (Oregon Solar Energy Industries Association & Coalition for Community Solar Access)</p>

<p>higher probability of success than a project that has only submitted a deposit for a SIS. This is particularly true in PAC territory, where even if Staffs proposal was adopted in full there is no guarantee that all projects are financially feasible. The additional qualifiers could be based on interconnection status, and potentially a review of the cost estimates produced via the Study processes.</p> <p>8.a. The project sizing is slightly off in this section (and maybe sections?), regarding small project eligibility. The small project is supposed to be defined as less than or equal to 360 kW, rather than just less than 360 kW.</p> <p>11.a. It appears this may already be what's suggested by the +/- Adjustment Factor², but, to be sure, a ratio multiplier should be available for determining the Subscription Rate/kWh within the Production-based model. For example, with a floating credit rate (if used), a common product could be designed to always provide a fixed percentage deduction (e.g., 10%) from the (floating) credit rate, in which case the exact subscription rate will not be known in future years and would need to be continually calculated.</p> <p>12. Another appropriate Project Designation would be for those classified as Dual-Use². This classification was recently established by the Oregon Department of Land Conservation and Development (DLCD) as a way for projects to get permitted on high-value farmland that would otherwise prohibit solar development. It's a policy and designation that counties have the option of offering, and could therefore be an easy reference point for the PAs review criteria.</p> <p>Another potential designation could be projects that incorporate storage. There would probably need to be qualifications around this, for example a minimum number of hours, etc. This is a direction the program should encourage, and developers deserve acknowledgement for that investment.</p>	
<p>Pg. 1 Siting, why are we prescribing the type of mounting system? There may be some that do not fit neatly into these definitions, like floating solar, carports, or BIPV. Seems unnecessary to prescribe the mounting type.</p> <p>Pg. 1 Siting, is a CS project able to be co-located to a QF? The PIM does not seem to address an existing QF project in the queue parsing off capacity to serve as a CS project.</p> <p>Pg. 3 ETO requirements, Generally the ETO requirements are too onerous and should not be required for larger projects, who bear the responsibility of quality and strong production potential. If adopted, the PIM should be clear that CS projects need not follow these requirements verbatim, as there are many inconsistencies with CS such as leaving ID Power out, requirement PowerClerk, incentive reservation, etc. There are also many areas which ETO and the verifier process are quite subjective and can have major cost implications with multi MW arrays. ETO mandated corrections for small rooftop arrays are limited, but are vastly magnified with a CS program. If adopted, the PA should have the discretion to deviate from ETO requirements if petitioned by a PM.</p> <p>Pg. 3 Permits, it would be advisable to have a CUP approved before pre-cert, however having some discretion on the part of the PA to allow for projects that have made a clear case why a non-ministerial permit was not yet acquired.</p> <p>Pg. 5 Contractors, listing these entities 18 month prior can bring little value as much</p>	<p>Evan Ramsey, BEF</p>

<p>will likely change. It is a good idea to have the PM show thoughtfulness and a plan, but we suggest keeping this high level and flexible</p> <p>Pg. 9 Special designations, how does this "encourage and support" a project? Will there be priority for these type of projects?</p>	
<p>In section 6 (page 5), please provide an alternative pathway to QF interconnection for smaller projects under 360 kW (or for projects developed by with certification as low-income project, MBE/WBE/SDV, or brownfield reuse, if size is not the only indicator). The time and cost of the standard Qualifying Facilities interconnection process, and the associated project que, disadvantages almost every entity that is not a utility. It especially burdens these emerging projects that are trying to deliver additional benefits and put community in community solar. Another solution would be to allow projects that are located adjacent to load to interconnect using an approach similar to net-energy-metering, but without the NEM billing arrangement, and with a production meter to measure generation. For this program to be successful, interconnection issues need to be positively resolved in the near future for all projects, but especially for the smaller projects and those serving low income customers.</p> <p>It seems that these models really envision an ongoing monthly payment or subscription as the primary/only vehicle for participation. The legislation was clear that both lease-based subscriber models as well as ownership models should be enabled. Thus, the contract requirements should be clear about the differences between subscription and ownership models, as part of the pre-certification. The text box on page 8 speaks exclusively of Monthly Subscription Payments and outlines the only two eligible models. Either more specific language should be added to note situations where monthly payments are not required, or a separate text box should indicate the transaction requirements related to ownership/ up front participation models. There may be situations where monthly subscription is structured as debt, and could be considered as an ownership model, but this is not clearly articulated.</p> <p>Currently, any portion of an up-front off-bill collection mechanism is subject to additional requirements and review by the Commission. It is important to explore why this the case, as there may be additional responsibilities and risks for membership options where there is shared ownership. Omission of this model is not helpful either though, and creates a barrier for co-operative business models that seek joint ownership as a means of collecting funds (and perhaps on an income-differentiated basis) for membership in a project. Non-profit organizations in the Portland area have expressed interest in shared asset ownership, and the community solar PIM should at least envision a clear path towards that model.</p>	<p>Jaimes Valdez, Portland Bureau of Planning and Sustainability</p>
<p>Given that PacifiCorp has put its interconnection study process on hold, Clearway is supportive of lowering the interconnection threshold requirement from SIS completed to Deposit paid for SIS and Scoping Meeting with Utility completed, in order to allow new projects which are currently waiting for the utility to advance their projects to be eligible for pre-certification. As long as the other key pre-certification requirements are sustained (i.e. completed non-ministerial permits, pre-</p>	<p>Kristina Shih, Clearway Energy Group</p>

certification application deposit), the overall maturity thresholds should be sufficient to ensure that truly viable projects will be submitted into the OR CS program	
<p>Pine Gate supports lowering the interconnection requirement for projects to only having study deposits paid and scoping meeting completed. While this does lower the project requirement threshold, it can be compensated for by the requirement for a project application fee.</p> <p>Projects should have a special project designation which includes dual-use implementation. Projects would be able to demonstrate they have met this requirement by showing that the AHJ has adopted a dual-use ordinance and that the project was zoned under such ordinance.</p> <p>Projects should further have a special designation regarding newly developed projects. If a project has had a previously existing PPA as a PURPA QF or some other type of PPA it should be graded less favorably than a newly developed project bespoke for the community solar program.</p>	Evan Bixby, Pine Gate Renewables
<p>Item 7.a (page 6) reads a little funny: Project Managers must disclose other entities that are known or "expected to will be" involved...</p> <p>Item 8.a (page 6) also reads clunky: Report annually to the Commission the retirement of RECs on behalf of Subscribers and the sale of any RECs generated by the project sold as of a result of a contract for the unsold or unsubscribed portion of project generation.</p> <p>Item 8.b (page 6) too: Attest in its application for Pre-certification that all renewable energy attributes associated with megawatt hours of electricity associated with Subscriber ownership interests or subscriptions are being claimed solely by Project Subscribers.</p> <p>Under the subscriber requirements (page 7), the percentages are listed for industrial and commercial; why not just put the LMI % requirement here AND the link to the LMI requirements doc?</p>	James Donnelly, Elevate Energy

Feedback on Subscriber Contract Requirements

<p>Pg 11, Sec 1a Contract Transferability. If a contract must be maintained for 10-years, how does that square with the stated requirement a project manager must allow for subscription transfer? What if a customer wants to transfer at 4-years? Same question for early termination?</p> <p>It would be very useful if the PA could provide a standard contract that representing the most likely subscriber situations.</p>	Ryan Sheehy, Viridian Management
<p>2a. Have we seen the standard contract template yet? We are okay with the concept of a standard contract for the market. We just want to review to ensure certain scenarios have been thought about.</p> <p>Side note: we have excellent customer management software that can help the P.A., help other community organizations, help other solar developers manage portfolios of subscribers. We manage subscribers on behalf of many other companies and</p>	Jon Sullivan, Pivot Energy and SunCentral

<p>utilities. That can really help some of the more local, special, small projects implement their projects. Let us know if anybody might be interested in learning more about SunCentral.</p>	
<p>- P. 11 Describe any taxes known to be due at signing and to be applicable over the term of the agreement.☐</p> <p>o Pacific Power is still in the process of identifying potentially applicable taxes.</p> <p>- P. 11 Early termination fees for residential Subscribers may not exceed 50 percent of the estimated annual bill credit value for the customer☐</p> <p>o Cap on termination fees may result in increased subscription prices, as PMs seek compensation for the risk of customer flight through another mechanism.</p> <p>- P. 13 and collecting fees to fund the Program Administrator and Low-Income Facilitator.☐</p> <p>o The Commission has not addressed the question of recovery of ongoing utility internal administration costs.</p> <p>- P.14 Subscribers right to file a complaint</p> <p>o Appreciate the dispute resolution approach does not include utility call.</p> <p>- P.16 Customer consent to release of information</p> <p>o The language should be phrased as the customer directly consenting to its electric utility to release information to the Program Manager and Program Administrator. As such the statement should be revised as follows, The Subscriber authorizes [utility name] to provide utility usage and billing information for the electric account(s) specified by the Subscriber for the term of the Subscription to the Project Manager and Program Administrator.☐ Also, a statement should be added to state that such information should be held confidential pursuant provisions of the Project Managers Code of Conduct.</p>	<p>Nate Larsen, Pacific Power</p>
<p>- P. 11 “ Describe any taxes known to be due at signing and to be applicable over the term of the agreement.☐</p> <p>o Pacific Power is still in the process of identifying potentially applicable taxes.</p> <p>- P. 11 “ Early termination fees for residential Subscribers may not exceed 50 percent of the estimated annual bill credit value for the customer☐</p> <p>o Cap on termination fees may result in increased subscription prices, as PMs seek compensation for the risk of customer flight through another mechanism.</p> <p>- P. 13 “ and collecting fees to fund the Program Administrator and Low-Income Facilitator.☐</p> <p>o The Commission has not addressed the question of recovery of ongoing utility internal administration costs.</p> <p>- P.14 “ Subscribers right to file a complaint</p> <p>o Appreciate the dispute resolution approach does not include utility call.</p> <p>- P.16 “ Customer consent to release of information</p> <p>o The language should be phrased as the customer directly consenting to its electric utility to release information to the Program Manager and Program Administrator. As such the statement should be revised as follows, The Subscriber authorizes [utility name] to provide utility usage and billing information for the electric account(s) specified by the Subscriber for the term of the Subscription to the Project Manager and Program Administrator.☐ Also, a statement should be added to state that such information should be held confidential pursuant provisions of the Project Managers Code of Conduct.</p>	<p>Jennifer Angell, PacifiCorp</p>

<p>section 1 a - will low income contract be the same template?</p> <p>contract portability: We have lots of questions on this topic. what if they relocate in the same service territory, but don't want to continue their CSP participation? Is the customer required to keep their subscription? concerns about the unique customer ID if they relocate or transfer their subscription. We need clear ways to identify the subscriber when they first enroll (i.e. account and meter) but may need to generate a unique ID (not a compound data field) in order to support mobility and transfer of the subscription. What changes need to be reflected on the bill. What happens when they leave the utility territory all together? looking to see more on energy differences- what happens if new location uses MORE energy than old - moved to a larger space?</p> <p>contract transfers: for any changes to subscription, who will own prorating the bill amounts if it's made during the month rather than at month-end? How will the change be reflected on the customer bill? Who authorizes change of ownership - both parties?</p> <p>early termination: what if the utility disconnects the customer for lack of payment? What happens with the CSP contract and potential involuntary termination? Who needs to be notified, if at all? Noted that this is a higher likelihood with the LI subscribers.</p>	<p>Randi Moscoe, Portland General Electric</p>
<p>The industry continues to oppose the required use of standard contract templates, per comments submitted in response to the Project Manager Requirements chapter.</p>	<p>Charlie Coggeshall, OSEIA & CCSA (Oregon Solar Energy Industries Association & Coalition for Community Solar Access)</p>
<p>Pg. 10 Generation estimates, are there standards for estimating generation? Even with using standard NREL tools, you can game the estimates by toggling the derate factors.</p> <p>Pg. 11 Transfer/termination fees, is the 20% limit on fees based on net bill credit? gross? for which year? Annual generation credit value will vary. Seems like it should be 20% of the gross bill credit value for the production year in which the transfer is requested. Same for 50% termination fee.</p> <p>Pg. 12 RECs/WREGIS, this is a topic that will sap a lot of time and explaining by the PMs and the PA, we suggest minimal mention of RECs or WREGIS in favor of a more simple description such as "the community solar subscriber owns the environmental attributes which cannot be traded or sold." Keep the rest of the language out of the contract requirements if possible.</p>	<p>Evan Ramsey, BEF</p>
<p>In the description of costs, risks and benefits (p10) required in the mandatory contract, it speaks of the description of the bill credit rate, and the schedule of fees associated with the program. In articulating the maximum Program Administration fees it is unclear if this is the rate that has been approved by the commission as a</p>	<p>Jaimes Valdez, Portland Bureau of</p>

<p>theoretical maximum based on the administration contract with Energy Solutions, or what factors are included in that maximum. For instance, if the maximum approved was ~2 cents/ kWh, but the actual rate was significantly lower, it would make a significant difference in the expectation vs. reality for most all customers. Theoretically, there should be a downwards trajectory for these fees over time and the costs are shared among a greater volume of monthly kWh, or some certainty as the program launches. There should be greater clarity around what authorized costs are allowed and required to be part of that disclosure, and whether the fees are associated with utility administration or the Program Administrator.</p> <p>Additionally, in the Length of contract section (p11), it states that contracts must be for at least ten years. This is the case for leased subscriptions, per the legislation, but is not necessarily the case for participation models where there is an ownership interest between the customer and the community solar project.</p>	Planning and Sustainability
<p>Project Manager must allow Subscribers to transfer their Subscription to another eligible customer of their choosing, subject to the new customer's qualifications to satisfy the terms and conditions of the Subscription. This is a provision which our project financing parties will require in order to take comfort in the credit risk behind the solar project's subscription revenue over the life of the project.</p>	Kristina Shih, Clearway Energy Group

Feedback on "Subscriber Eligibility Requirements"

<p>Pg 21, Sec 2a: Customer definition. Please define what "at the site level means".</p> <p>Pg 21, Sec 1b LI verification: Having the LIF use a combination of low-income verification conducted by other agencies is a smart/efficient approach. May be helpful to list those sources so that the project manager can easily provide them to the LIF up front to speed the process.</p>	Ryan Sheehy, Viridian Mangement
<p>4b. The 100% rule is good. Many other programs use either 100% or 120% as their rule here. When the rule is 120% we size our subscription at 100% to have a 20% buffer before a subscription would need to be resized, this lowers the admin burden to us + the utility. If the Oregon program uses the 100% rule we may target a 90% subscription size to provide a 10% buffer and lower the admin burden. If not to late in the policy making it might be better to have a 120% rule so subscription sizes and resulting savings are bigger.</p>	Jon Sullivan, Pivot Energy and SunCentral
<p>eligibility: who owns assessing customer credit risk (project, PA, low income facilitator, utility)? Who sets credit risk criteria for CSP eligibility? Is the utility obligated to share any credit standing with the PM/PA? Would the customer need to give consent first? will anyone track if a customer is disqualified at any point from CSP participation, then applies for subscription again at some point? Will customer enrollment history be stored by the PA, low income facilitator, or utility?</p> <p>typo: page 19 (before section 1) "them" should be "then" Project Manager must them work</p> <p>1. determine eligibility: Are the requirements the same or vary: residential vs low income vs small or large business?</p> <p>2a: site level: Still have some open questions about defining a customer at site level;</p>	Randi Moscoe, Portland General Electric

<p>definition for application for the billing should be more specific.</p> <p>section 5: customer types: Are net metering customers excluded from CSP?</p>	
<p>1.a. As discussed during the July 11 workshop, Project Managers should be confident in contract discussions with customers around the appropriate subscription sizing and eligibility more generally. If there's no verification of customer eligibility following pre-certification (when PMs otherwise have the greenlight to begin subscribing customers), then contracts may need to be re-worked, or worse, customers told they're not eligible at the time of certification. There should be processes in place that ensure this doesn't become an inefficient administrative burden.</p> <p>2.b. These lists generally seem reasonable, though clarification would help regarding what is referred to by a school district. For example, is all of the Portland public school system considered one customer (with affiliates), or are districts referring to Roosevelt vs. Jefferson vs. Lincoln, etc.? We would recommend the latter interpretation, as the Portland public school system includes about 80 schools and 50,000 students and should not be overly restricted.</p> <p>4.c. Clarification is needed regarding whether these participation limits apply at the utility service territory level, or program-wide level. Two years ago Staff indicated this was referring to a utility-service territory cap, which would also be our recommendation.</p>	<p>Charlie Coggeshall, OSEIA & CCSA (Oregon Solar Energy Industries Association & Coalition for Community Solar Access)</p>
<p>Pg. 19 Subscription caps, what is the ODOE approved model? How do we know what this looks like? Also, please clarify whether the subscriber cap of 2 MW is per utility. Pg. 20, is "Interim Tier" defined? Needs clarification if this applies to the first 25% of the program at retail rates.</p>	<p>Evan Ramsey, BEF</p>
<p>We request, if possible, to have a more generalized term to describe those participants who have enrolled in a project, as "Subscribers" (p18) does appear to be a subset of possible participation options. We understand that staff have already considered this. However, the terms Participants, Enrollees or Members of a project seem more generic and useful.</p> <p>Regarding the participation by different bureaus or divisions of a government entity (p19), this seems to be a reasonable approach. However, there does not seem to be a good rationale to exclude load and accounts related to lighting/traffic signals (p20), and for some municipal divisions may represent a useful load to assign to community solar projects.</p> <p>For establishing subscription or ownership caps for customers, it is unclear how this might be adjusted for customers that add load through heat source switching or electric vehicle charging. It seems overly complicated in verification, especially for new buildings. The risk is really on the customer side: if they oversubscribe then the overgeneration would be directed toward low-income energy assistance programs.</p>	<p>Jaimes Valdez, Portland Bureau of Planning and Sustainability</p>
<p>Project Managers may be engaging with affiliate entities or third-party entities to subscribe customers. As such, Project managers should be able to designate these entities as Approved Designees to sign subscription agreements with customers, and the Project Manager will upload these subscription agreements into the project portal for validation during the Certification process</p>	<p>Kristina Shih, Clearway Energy Group</p>

Feedback on “Low Income Requirements”

<p>Pg 22, Sec 4a LI subscription requirements. Stating that the savings cannot drop below \$0 for any given month will drive all LI subscriptions to kWh production only. However, most LI housing tenants receive a fixed monthly utility allowance subsidy. It would be better to flat fee the subscription to match the utility allowance providing a consistent expense offset by a consistent utility allowance year round. The way to solve this is to show no drop below \$0 in savings on a yearly basis.</p> <p>Pg 22, Sec 4b: LI subscription % savings requirement. This is language is not in the original legislation and should be struck. Because of the link between utility allowance and rent...this statement will eliminate the community solar benefit from all tenants in federally subsidized housing (HUD and RD). Do we really want to deny those tenants access to solar? This requirement doesn't match the reality of LI utility billing in affordable housing. If also conflicts with 4a above where it is stated that the savings can fall to no more than \$0. Because of the sheer quantity of affordable housing tenants this will take out of the picture, the LIF will have a very hard time meeting its mission. Lets fix this now before it endangers the whole program.</p>	<p>Ryan Sheehy, Viridian Mangement</p>
<p>4b. The 100% rule is good. Many other programs use either 100% or 120% as their rule here. When the rule is 120% we size our subscription at 100% to have a 20% buffer before a subscription would need to be resized, this lowers the admin burden to us + the utility. If the Oregon program uses the 100% rule we may target a 90% subscription size to provide a 10% buffer and lower the admin burden. If not to late in the policy making it might be better to have a 120% rule so subscription sizes and resulting savings are bigger.</p>	<p>Jon Sullivan, Pivot Energy and SunCentral</p>
<p>section 2: PA admin fees and Low-Income Manager costs should be taken out of subscription revenue by the PA, not collected as line items by utilities</p> <p>Low income capacity requirement: does the project own meeting this %, even if the low income facilitator is doing the recruitment?</p> <p>section 4: There seems to be a contradiction between sections ~a and ~b of the Low-Income section - ~b requiring a discount to LI customers while ~a appears to simply preclude any net cost</p> <p>section 4a: Will the PA ensure this is true (monthly costs may not exceed the value of credits) before sending bill credits to the Utility? Is this a monthly task or just part of the up front subscription qualification?</p> <p>section 4b: disagree with the assertion that CS must deliver 'net savings'. Participation at no additional cost should be sufficient.</p>	<p>Randi Moscoe, Portland General Electric</p>
<p>1.a. Clarification is needed regarding the eligibility of housing organizations to represent low-income customers. This was a recommendation by the Low-Income Subgroup, and could be an important tool in reducing the cost and risk of low-income participation. It also creates an innovative opportunity for partnerships and ensures a more sustainable policy for this part of the program.</p> <p>2.a. Is there still additional administrative fee if a Project Manager opts to do 100% low-income customers, or maybe 60% low-income and 40% anchor tenant? This might be an attractive option for a Project Manager that does not want to worry about customer acquisition (assuming financial cost/risk is held down). In a similar</p>	<p>Charlie Coggeshall, OSEIA & CCSA (Oregon Solar Energy Industries Association & Coalition for Community Solar Access)</p>

<p>vein, how confident can Project Managers be in the ability of the LIF to have an endless supply of low-income customers? Is there evidence to support the LIFs promise? This is important from a financing standpoint (i.e., the LIF is directly tied to project risk, but without repercussions?).</p> <p>It could be that utilizing the LIF means you chose an standardize option to fill X% of your project with low-income customers that will receive XY% level of savings. This would help manage the boundaries and expectations of the LIF role. Its possible the LIF could still provide some help for projects opting to primarily do their own customer aggregating, but it makes sense from an administrative and development standpoint to standardize the product/service thats included in hitting the check-box for sole LIF support.</p> <p>Conversely, PMs that chose to do their own low-income subscribing, and seek little to no LIF help, should not be required to follow the same standardized process and minimum requirements (such as minimum savings levels) that are associated with seeking full LIF support. For example, if a PM wants to do a 100% low-income customer project and therefore would not have the ability to subsidize that participation with non-low-income subscribers, they should be given the flexibility to find ways to make that work (which might mean a less rich savings level).</p> <p>4.b. Per the previous response provided, we recommend that a minimum savings requirement (beyond there being no net cost for participation) for low-income customers not be required for projects that opt to primarily acquire the low-income customers without much or any help from the LIF. Conversely, if the program economics allow for it, a specific savings level could be instituted for projects that are opting to solely use the LIF services for meeting the minimum low-income participation requirements.</p> <p>Given all the costs and risks inherent in the program, the Program Administrator and Low-Income Facilitator need to maintain realistic expectations on what can be achieved for this aspect of the program. The industry fully supports that 10% of the program goes to low-income customers, but no customers will be served (low-income or not) if there are overly costly/risky requirements built into it.</p>	
<p>Pg. 21, the LMI sub-group recommended 80% of SMI or 80% of AMI to allow for more flexibility within higher income areas such as Portland</p> <p>Pg. 22, we suggest articulating that income qualification is a one time event before the subscription, and is not required for existing subscribers or on an ongoing basis</p> <p>Pg. 23, we suggest a target of 50% "rate" savings for low-income customers, this may mean a "floor" of ~35% would be acceptable.</p>	Evan Ramsey, BEF
<p>We agree there should be a standard definition of what a low-income subscription should mean, and what financial benefits are conveyed. Ideally, it would mean net savings from day one for low income subscribers. But given the challenging economics of these projects, we think the floor should be no net cost or basically a break even product offering. Projects that can exceed this by promising savings will have a better value proposition for low-income subscribers and will have an easier time recruiting these folks to subscribe.</p> <p>There appears to be a mismatch between language on page 21 which speaks of net monthly costs or savings and page 22, where it requires that they must be priced to prevent the monthly savings from dropping below \$0 for any month. We support</p>	Jaimes Valdez, Portland Bureau of Planning and Sustainability

<p>this principle, but It is unclear why this would be the case only for flat-fee monthly pricing models. Additionally, it is unclear if these requirements allow for the existence of a low-income ownership model, which could be facilitated by grant funding or philanthropic donations. We support the inclusion of clause (b) on page 22, if it is supported by incentives to ensure that these projects can happen and are financially viable.</p> <p>In general, there has been little discussion of what financial mechanisms and incentives are going to be available to ensure that the low-income goals are met. We encourage a robust discussion on that topic as part of a targeted meeting, along with the discussion of the required per-project low-income participation target, as it is unlikely that non-financial mechanisms alone will yield a successful outcome for program launch.</p>	
<p>PGR Supports and is eager to work with the Low-Income Facilitator on recruiting LMI subscribers. We would like to ensure in the program rules that the Low Income Facilitator will be able to work with project managers on projects that go above and beyond the minimum LMI allocation requirements. The LMI Facilitator offers a great incentive to encourage developers to allocate more subscription capacity to LMI members.</p>	<p>Evan Bixby, Pine Gate Renewables</p>

Pre-Certification Chapter

Feedback on Capacity Limits and Queue Management

<p>To limit the number of applications a high bar should be set to help eliminate queue clogging with placeholder projects that are not de-risked and may not succeed. Even with a high bar there are likely still enough projects to fill up each capacity tier and result in a lottery. 2 recommendations:</p> <ol style="list-style-type: none"> 1) Set a high bar so the lottery isn't overflowing with placeholder projects. 2) Set a timeline for lottery result and a process for the lottery well in advance so there is not a program delay. Projects need to know their lottery fate and tier asap so they can initiate construction in early 2020. <p>Once the submittal data has been received at program opening, the P.A., OPUC, stakeholders will have a much better idea about program demand and project types. For "round 2" of the program the allocations to different project types can be thought out. Example, if small community projects submitted but were not successful because tier was too small- the OPUC and P.A. know to allocate a bigger tier for them in future programs.</p> <p>Roll out this program as planned, then use future programs to meet needs of market once the market has had a chance to prove itself.</p>	<p>Jon Sullivan, Pivot Energy, SunCentral</p>
<p>P.1 " its important that Projects that are not capable of meeting these requirements do not take up space that might otherwise be utilized by a viable and non-speculative project.☐</p> <ul style="list-style-type: none"> o This sentiment recommend a Pre-certification requirement that projects have a completed SIS. <p>P.2 " Table 1</p> <ul style="list-style-type: none"> o How will a project that causes program capacity to exceed the Interim (and 	<p>Jennifer Angell, PacifiCorp</p>

<p>successive) Tier(s) be treated? E.g. if program capacity for PacifiCorp is at 9.5 MWac in the Interim: General Tier and a 3 MWac project is next in queue for Pre-certification.</p>	
<p>page 1: The OPUC considers and pre-certifies Projects, at their discretion, after the Program Manager review process. --- shouldn't this be the PA?</p> <p>page 2: what is an interim capacity tier?</p> <p>page 2 typo: "a registered Project Manger" << should be Manager</p> <p>page 2 typo: "the application in the queue will be processed" << should be applications</p> <p>page 3: "specific to the current tier" - is the "current tier" the aforementioned initial tier or the interim tier?</p> <p>precertification: are projects currently under construction eligible for pre-certification?</p> <p>page 3 typo: Speculative project can also << should be projects</p>	<p>Randi Moscoe, Portland General Electric</p>
<p>Given the lower bar for participation (needing only a SIS deposit, as opposed to SIS itself), we recommend additional qualifiers be used for ranking projects in the case where demand exceeds available program capacity. A project with an interconnection agreement (and reasonable SIS and Facilities Study cost estimates) has a much higher probability of success than a project that has only submitted a deposit for a SIS. This is particularly true in PAC territory, where even if Staffs proposal was adopted in full there is no guarantee that all projects are financially feasible. The additional qualifiers could be based on interconnection status, and potentially a review of the cost estimates produced via the Study processes. Either way they should be clear and objective to avoid confusion and disputes.</p> <p>This approach would be more consistent with regulations “ i.e., projects being pre-certified are supposed to have a very high likelihood of being certified. The goal of a high bar at pre-certification was to reduce speculation as much as is reasonably possible. In addition, customers are waiting “ projects that are less baked will take longer to develop and be operational, while also having a higher risk of potentially not coming to fruition which would further delay customer participation opportunities.</p> <p>Note, the requirement for non-ministerial permits and the potential for a deposit with significant penalties also play an important role into the calculus of how this bar is set.</p> <p>That said, we recognize the concern expressed by some stakeholders that the initial, small capacity allocation for the program tied with a relatively competitive bar for participation may prevent community-driven projects from obtaining capacity in the program, at least initially. Importantly, these concerns are grounded in the fact that nobody knows what to expect after the interim capacity allocation “ i.e., we dont know the economics nor the capacity amount and time frame of release of the next round of program capacity. In other words, everyone is treating this as a 40 MW program rather than a 160 MW program. Undoubtedly, increasing the initial capacity allocation and at a known and workable rate would reduce the risk of developing a</p>	<p>Charlie Coggeshall, OSEIA & CCSA (Oregon Solar Energy Industries Association & Coalition for Community Solar Access)</p>

<p>project and help quell these concerns, and ultimately ensure greater equity in the market with regards to Project Manager participation and increased diversity of projects developed.</p> <p>Without that transparency, however, a possible solution that may help with this issue could be to adjust the eligibility smaller project capacity carve-out to allow for larger projects driven by non-profit entities. This would be relatively consistent with the Order adopting the small project carve-out, which in part made this carve out in recognition that the goals for community solar are multi-faceted, and include objectives associated with opening access to a wide range of communities, citizen groups, and income levels. While a community-driven project could be any size, its worth noting that the interest in going larger (above 360 kW) is likely often driven by a concern for the poor economics for smaller projects.</p>	
<p>Related to the table of capacity on Page 2, the uncertainty of future bill credit rates harms the long term success of the program. We realize this is a PUC issue that might not get resolved in the PIM, but it is important that there be clarity about the trajectory of the program, and we hope that the Program Administrator and PUC commissioners hear and understand these concerns.</p> <p>The capacity allocation threshold maximums (p3) provide far too much reservable capacity to a single Project Manager. With a 50% Project Manager maximum in each utility territory, it is possible that the utility (serving as PM) plus one other entity consume the entirety of the first capacity allocations. This should be reduced to 25%, at the maximum, to allow for a greater range of entities in the program. The current approach will only serve to favor utilities and Project Managers already in the interconnection queue.</p>	<p>Jaimes Valdez, Portland Bureau of Planning and Sustainability</p>
<p>Clearway strongly recommends that interim capacity be expanded to 160 Mwac given the level of upfront investment developers have been making in this market since the passage of SB-1547 in 2016 , and the opportunities for residential and non-residential customers to save on energy costs through community solar subscriptions. Oregon's program will inevitably experience more projects submitted than the initial 30 Mwac of interim capacity, and Clearway believes that conducting a lottery will raise the already high level of risk that developers must take to advance projects in the absence of bill credit clarity, interconnection risks and additional program capacity.</p> <p>Pre-Certification Application Deposit: If new capacity tiers have different bill credit rates or requirements that negatively impact the economics or other factors of projects in the queue, then 100% of the Pre-Certification Application Deposit should be refunded to the Project Manager</p>	<p>Kristina Shih, Clearway Energy Group</p>
<p>The use of a lottery system should be avoided. As seen in Illinois' community solar program, lotteries can create a rush to apply speculative projects in the hopes of creating more "tickets" that can win a capacity allocation. A lottery introduces development uncertainty and risk that is unacceptable for projects at such a high level of completeness. Under ordinary development processes, off-take would be secured long before the zoning and interconnection processes start to ensure the least exposure deployment of capital. For these community solar projects, tens of thousands of dollars and months of work are needed to acquire all non-ministerial permits and proper interconnection status. Once conditional use permits are</p>	<p>Evan Bixby, Pine Gate Renewables</p>

<p>acquired projects are on a timer to begin construction else they lose the permits. Projects may not have the luxury of being able to wait for the second round of capacity allocation under RVOS. It is especially risky as developers currently do not have clarity on what value projects will have under RVOS or what any future programs will look like. Expanding the initial capacity tier to the full 160MW would allow more projects with high sunken costs to receive off-take and give developers a greater ability to commit to the project requirements. A lottery system offers further complications in</p>	
<p>Pg 2, Table 1 Capacity Allocations: The interim rate capacity allocations for Idaho Power follow the same percentage as the other IOUs but it results in an absurdly small project size allocation. Given the retail rate in IPC territory, this essentially dooms all projects there to be economically unviable. Like the capacity cap per project manager exception given in IPC territory, the interim rate capacity allocations should also be given an exception and lifted to 4 MW or more. This area is a great solar resource area surrounded by potential rural low-income subscribers, but the self-imposed limits will prevent projects there.</p>	<p>Ryan Sheehy, Viridian Management</p>

Feedback on Project Pre-Certification Process

<p>allowing applications for any perspective development without executed IX Interconnection Study must be barred. Unless and until PM has confirmed costs, how can they know project is viable- they can't. Here's pg 8 text we take issue with " If a Project has not completed a System Impact Study or Tier 2/ Fast Track Study with a passing result, or the status is not available on OASIS, the following documentation is required:</p> <ul style="list-style-type: none"> o Proof of the submission of an application for interconnection, completion of a utility scoping meeting, and payment of the deposit for a System Impact Study or Fast Track screening (upload confirmation emails or other documentation)" <p>Allowing anyone to do so, will thwart and conflict they intent in the sections into- to not 'perspective projects or those without firm grounding to apply - will clog queue with jobs that are later proven too costly, done by inexperienced, or high-risk applicants and tarnish real projects from getting built.</p> <p>It's important, projects are analyzed and even ranked based on the completeness and probability of completion according to the materials submitted and not published or logged according to 'race-recording' process. We have 1-long standing shovel ready project and another 2nd in line for a complete IX study once PAC resumes studies. They're solid and shovel ready buy need pre-cert approval, Program cannot allow- a speed factory to slam in applications and clock ahead to timely (1-5days) from launch projects that are real but may take slightly more time to file pre-certification b/c of bandwidth and having all documentation complete. How can race recording, that's occurred in other programs and similar cases be eliminated for ready to build projects?</p> <p>Pg 7 subscription info required for pre-cert is premature and inconsistent with a project development process. This info should follow pre-cert status by PUC. It makes very little sense that a project manager will expend cost of subscriber plans, marketing literature and decisions before the project cert is known. This was a point</p>	<p>Daniel Hale, Sunthurst Energy, LLC</p>
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<p>decided last years in OSEIA stakeholder meetings. WE take strong exception that these subscriber detailed are asked for at pre-cert application, but the larger hurdle of project design and permits are allowed to extend 12mos out AFTER pre-cert. You can't have merit screening section 5 Cost items on pg 7, which cannot be solidified to any degree without IX study, and completed design and. This chapter asks for cost data, that cannot be accurate otherwise, and is in initial process to serious projects by allowing 12mos post cert to complete, but asks for subscriber details before project has confirmed cert status. The latter should follow pre-cert an be submitted before Cert. as we (charlie coggleshell's spreadsheet) recommended.</p> <p>We like a process added that PM applicant is notified A) when application passes initial, completeness screening, B) when it's given a queue number, C) when and that's its being recommended to PUC for pre-cert approval, and D) when its being submitted and expected to be decided/ordered, and E) when it's pre-cert.</p>	
<p>Was very nice to meet ES, ETO and other key program stakeholders in person at the webinar. To like to add to prior feedback submission and verbal comments, in no particular order:</p> <p>1) Very import to 'subscriber-based' program to get real & timely opportunity to participate in long, long-awaited program; impt qualitative discretion be given to projects with completed and signed SIS studies, ahead of FS, ahead of system where only application for SIS submitted but no costs received; same true for projects lacking design- as they lack basics to provide Sect 5 estimated cost to any useful degree. So again, if program allows only SIS application in and no design is required for 12+ mos as written, this cost section carries little weight and shouldn't be evaluated to any real value.</p> <p>2) there's a request for PPA, if applicable. PAC notified Charlie, that if site has existing PPA for QF, they're barred from other contract terms unless IX points are separated for 1mi. Asked Charlie to share.</p> <p>3) There are 9 subsection questions on Subscriber plan above have a plan template and percent breakdown of type section 4, 6-7. I was dismissed that this info not required significant plan details. It seems to conflict. More of this should be thrust in after pre-cert.</p> <p>Pg 9, Item 12 lists PPA if applicable. If a existing QF with PPA under diff schedule tries to split project portion to CSP, Note Charlie C advised by PAC's Erik Anderson a flag needs raised. His Jan 15, spread sheet, said project splitting means, '4) If two projects are QFs and owned by the same entity they are supposed to be at least one mile apart (per FERC rules)."</p> <p>Pg 10, project screening, see above on qualitative review needs.</p>	<p>Dan Hale (Resubmitted), Sunthurst Energy, LLC</p>
<p>In flow chart "OPUC" certifies project within 18 months of pre-cert: let's say we get pre-cert in Q3/Q4 2019, we build project in Q22020 and are ready to operate project in Q22020- what if OPUC hasn't processed our certification fast enough? Will we be allowed to operate? Will we be allowed to start administering bill credits, etc.? We are afraid there will projects either fully permitting and dormant or fully built and dormant while they wait to be certified.</p>	<p>Jon Sullivan, Pivot Energy, SunCentral</p>

<p>Program Admin Fees: The monthly fee on a subscriber's bill is not an issue in principle, I think the fee amount is what needs to be known. If a resident saves \$20/month but fee is \$15/month then that's a net benefit to resident of \$5 which will make a subscription campaign tougher. So again, a fee is okay, we just need to know how much of a fee for different customer/meter types?</p> <p>Project Info on Public Website: I think this info should be limited to: company info, project location info. I don't think sales and product info should be included. I'm worried solar companies will try and mislead on the website just to ensure they get contacted first. We've never had to broadcast our products in other markets and we still provide valuable savings products to our subscribers. We are worried about competitors knowing our product as well as system causing more confusion then it meant to.</p> <p>We are fine with the rest of the requirements and will have no problem providing the info requested. I will note this is a lot more info then other programs have requested up-front. But we are fine complying with this.</p>	
<p>P.3 " the threshold for obtaining pre-certification is fairly high and requires that projects have completed most early stage development activities.?</p> <ul style="list-style-type: none"> o Without a SIS, project feasibility is necessarily speculative. <p>P.4 " 50% of the deposit shall be refunded to the Project Manager if the project is cancelled after being pre-certified but before certification?</p> <ul style="list-style-type: none"> o Paired with the low interconnection bar of only requiring that a PM have paid the deposit for a SIS, this requirement may functionally serve as a requirement that a PM have received a SIS prior to pre-certification (if the Pre-certification deposit amount is high), or permit speculation by PMs in the Pre-certification queue (if the deposit amount is low). o Again, recommend just requiring a SIS to pre-certify. <p>P. 9 " Responsibility?</p> <ul style="list-style-type: none"> o Should be responsibly? 	<p>Jennifer Angell, PacifiCorp</p>
<p>We are an Oregon based company that has been developing solar projects in Oregon for 7 years. We have been engaged with developing projects for this program for a couple years now and have spent considerable time and money our projects. We have worked hard permitting and completing interconnect studies for these projects. Our projects are de-risked and will help the Oregon program succeed and gain velocity. Please set a high bar for projects to qualify for Pre-Cert or gain capacity to ensure that high quality, de-risked projects succeed.</p>	<p>Troy Snyder, TLS Capital</p>
<p>"Project managers and subscribers are required to pay certain program administration fees...." --- how administrative (and low-income manager) fees are collected. and resolved? would like clarification about expected line items on the bill. Are there multiple fees expected to be listed or just 1 "fees" and then PA manages the distribution?</p> <p>pre-cert application deposit calculation: \$X/kW << is this based on project nameplate? capacity? when will we know this amount? What is the suggested amount?</p>	<p>Randi Moscoe, Portland General Electric</p>

<p>page 5 type: add period at end of sentence: The clearinghouse makes it easier for customers to find, compare and connect with projects</p> <p>section 4: How would the customer experience differ for owner vs lease? how would these different payment options work for billing and receiving payments, especially if the customer is paying upfront? assuming agreement will be a minimum of 10 years? Will projects offer agreements longer than 10 years? have open concerns for "off-bill" what obligations will the Utility still have?</p> <p>page 10 project review: Can something be added here to make it clear that if there is an exception it will be communicated to the project manager in a timely manner via phone call or email?</p>	
<p>Project information posted publicly on the program website--</p> <p>The industry is opposed to having pricing² posted on the public clearinghouse.² This has the potential of creating unfair market biases, where customers base decisions only on a comparison of the posted pricing, without insight into the full value proposition being offered (e.g., unique product design, special terms and conditions or other attributes). It also manipulates the market into designing offerings that look good based only on what's visible on the clearinghouse.</p> <p>On a side note, it should be clarified that certified² projects will also be posted on the site (this may be obvious, but it doesn't appear to be stated clearly).</p> <p>Information and documentation required in the Pre-certification application--</p> <p>The level of detail required at application with regards to subscriber information and project cost is excessive relative to other programs in the country. We understand and appreciate the interest in obtaining data points to inform program design, but recommend softening requirements associated with documentation that isn't technically associated with the scoring of a project's eligibility to participate.</p>	<p>Charlie Coggeshall, OSEIA & CCSA (Oregon Solar Energy Industries Association & Coalition for Community Solar Access)</p>
<p>Pg. 5, Website info, posting common pricing can be problematic, suggest leaving that off.</p> <p>Pg. 7, "Typical" subscriptions can lead to mis-representations and confusion, suggest leaving this off</p> <p>Pg. 7, Project cost estimates at the pre-cert step will not be granular or accurate, and caution should be taken when using these estimates to inform future program decisions</p>	<p>Evan Ramsey, BEF</p>
<p>Generally, we understand the bar for pre-certification is intentionally high. Yet the requirements seem poised to virtually eliminate new developer/project manager entrants from this market. This approach highly favors companies or organizations that already have solar projects in development when the program opens. We would urge consideration of a simplified approach for Project Managers that are seeking development for smaller projects (under 360kW), as it may be difficult for a smaller entity to obtain the development, design, and engineering services required prior to pre-certification. The certainty of receiving an allocation of capacity in the program would serve as a useful milestone for smaller project to then acquire these services, especially since the requirements envision a high degree of reporting on cost, contracting, and design. As there are more individual projects theoretically possible in the smaller size, this is a rational approach. In general, we encourage you to consider how this program will work for Project Managers of different scales, and how you are creating barriers to participation in the program.</p>	<p>Jaimes Valdez, Portland Bureau of Planning and Sustainability</p>

<p>Project Managers may not have EPCs (construction contractors, O&M providers, financing partners) identified at time of pre-certification as the project may not be at the stage where such entities can be engaged</p> <p>The inclusion of pricing for the most common subscriptions on a public site could create unfair market biases, as the full value proposition (e.g., terms and conditions of contract), will not be posted.</p> <p>The level of detail requested on subscription contracts and projects costs (i.e. subscription pricing and detailed project cost information) during the pre-certification and certification is unnecessary and is asking developers to disclose competitive information. No other community solar program is collecting this information at this level of detail, but we would be open to understanding any specific high-level categories the Program Administrator is collecting for research purposes. At a minimum, it makes sense to submit these data points after a project has been energized, as many of these inputs remain in flux as the project is completing development and construction.</p>	Kristina Shih, Clearway Energy Group
<p>While we support the idea that projects should need to submit a partially refundable application deposit, the deposit amount should be known early so that developers can prepare and include them in the financial modeling. This is especially important for community based project and projects in the <360 kW capacity tier.</p>	Evan Bixby, Pine Gate Renewables
<p>Pg 8, Sec 9 Pre-cert application-Interconnection: It is not clearly stated that a complete System Impact Study is required for pre-certification. This whole section lists the information required but does not state the actual requirements. i.e. Interconnection status or proof of submission. What is the requirement? A completed SIS or merely submitting for one...there is quite a difference. I recommend incorporating a chart with the minimum requirements to be pre-certified.</p>	Ryan Sheehy, Viridian Management

Feedback on Progress Deliverables

<p>Where did the project verifier requirement come from? PM and systems are not being sold as value to subscriber based on XYZ names, but energy. These are design-build systems that often need flexibility to change- for reasons such as the program processes take unreasonably long to get completed, site conditions change, technology changes, etc. So long as work is done according to ORS building codes and inspections and SGIP IX requirements, more verification is a waste of valuable program money. Remove section. ETO install guidelines seems to be where this comes from and is NA. Wasn't in AR603 law.</p>	Daniel Hale, Sunthurst Energy, LLC
<p>Round 1 deliverables allowing design, Project timeline, consultation meeting conflicts with the higher bar for pre-cert than OSEIA recommended and they conflict. Asked for preceding necessary info for pre-cert but allow these critical parts affecting cost, timing, etc. to follow 6mos after pre-cert by commission is flawed. Seems these comm-based groups that need more time and will cause much more failed project potential be carved out of the 360kw group.</p>	Dan Hale (Resubmitted), Sunthurst Energy, LLC
<p>"failure to meet progress deliverables" - projects that can't meet requirements in timely fashion should be expelled from interconnect queue and the capacity should be allocated to next in line on wait list. This process should be done quickly and judiciously in order for the program to gain velocity and meet goals more quickly.</p>	Jon Sullivan, Pivot Energy, SunCentral

<p>P.12 “ Progress Deliverables: Round 1</p> <ul style="list-style-type: none"> o Regarding the requirement that a PM submit progress deliverables six months after Pre-certification, a PM that pre-certifies using a SIS deposit will not have a signed Interconnection Agreement until 80 business days (4 months) or longer after the date of the deposit. o This may result in more extension requests than the Program Administrator and the Commission anticipates. o Consider requiring a signed Interconnection Agreement as a Progress Deliverable requirement. 	Jennifer Angell, PacifiCorp
<p>how will utilities know when a project is pre-certified? what if it's not approved? could the bill credit rate differ by project? differ by type? what is the turn-around time for requested corrections? page 14: they should contact the Program to discuss alternatives<< Add "Administrator" page 14: terminate registration or revoke pre-cert << what is the time frame for this? over the course of a month? a few months? a year? reminder: data security is critical: if the PM finds/changes data what are the steps for notifying PA/Utility and confirming the changes are correct?</p>	Randi Moscoe, Portland General Electric
<p>Pg 11, Verifiers, these consultants must have knowledge of utility scale solar and not existing rooftop ETO inspectors transferred to CS, the cost of this step must be weighed as whether this is a necessary component of pre-certification, training and education on utility scale solar should be included for all verifiers.</p>	Evan Ramsey, BEF
<p>We are generally supportive of how the project deliverables have been sequenced, and the development of progress reports.</p>	Jaimes Valdez, Portland Bureau of Planning and Sustainability

Feedback on Project Amendments

<p>P.15 “ The following project revisions are not allowed: An increase in the AC nameplate capacity of the Project. This is appropriate, as an increase in capacity would require a new application for interconnection.</p>	Jennifer Angell, PacifiCorp
<p>alternate on-bill model: We would hope the Utilities would have first approval for any changes to on-bill subscription model to ensure they would be viable and not generate undo technical work. changes to terms/capacity/et all: how will these be communicated to the Utility and the subscribers? minor revisions: where as they may not trigger an amendment process, they may have effect on the information needed/used for billing and reporting. Clarify which changes MUST be passed along to the PA/Utility; For the data transfer file: there should be a flag or indicator included in the data transfer to reflect "change" as opposed to "new".</p>	Randi Moscoe, Portland General Electric
<p>There are several actions that could trigger the need for PUC approval (i.e., multi-week process), including the transfer of project to a new Project Manager and changes to the terms of subscriber contracts, which we recommend be considered minor revisions not requiring PUC approval. If a PM is already approved to operate</p>	Charlie Coggeshall, OSEIA & CCSA

in the program it shouldn't matter that they switch or obtain new projects so long as they are not reaching their capacity limit for that market. In addition, as long as a PM is using the template and following rules and the Code of Conduct they shouldn't have to get every change to contract terms approved through a multi-week process with the PUC. It's possible there will be adjustments based on market interest and demand and inserting a potentially month-long delay into making those changes "even the most minor" seems unnecessarily burdensome and inefficient.	(Oregon Solar Energy Industries Association & Coalition for Community Solar Access)
Pg 15, Major Revisions, reduction in AC name plate should not be a major revision as designs may change frequently for various factors, why does the PUC need to approve a 1% reduction in system size? This should be a minor change, unless the system size reduces by 20% or more.	Evan Ramsey, BEF
PUC approval for changes to terms of subscriber contracts seems overly burdensome given that subscription providers will be adjusting terms and conditions based on market demand/feedback. A simpler approach would be for the Project Manager/Project Managers Approved Designee for Subscriptions notify the Program Administrator and provide self-attestation that the Code of Conduct and basic required contract provisions are maintained. PUC Approval (2-4 weeks) for extension to Projects Certification deadline is overly burdensome and inefficient; a simpler process would be for the Program Administrator to provide approval based on evaluating request from the Project Manager.	Kristina Shih, Clearway Energy Group

Certification Chapter

Feedback on Project Certification Process

Eliminate the Verifier, or minimize this to that system is built to size pre-cert and there. Industry not informed or weigh in this step not in AR603 would drop from the sky as has here (ETO?) We've had no input what they check and section worded, no limits that verifier not incentivized to make subjective comments calling for ongoing inspection for billing or job security self-gains. What constitutes some verifier unchecked belief some/any "issue might affect system performance or shorten its anticipated operating life". It very disingenuous for staff and leaders of the program to invite stakeholders input to shape this program for 2+ years over 20-30 conference calls and see so little translate to this draft and tremendous changes added after the recommendations were provided.	Daniel Hale, Sunthurst Energy, LLC
Subscriber Verification: how quickly does the P.A. expect to be able to do this? We are worried our permission to operate may be delayed. 15 days as published seems reasonable. Installation Verification: how quickly can the 3rd party complete their review and approval? We are worried our permission to operate will be delayed. 15 days as published seems reasonable.	Jon Sullivan, Pivot Energy, SunCentral

note: header should read [chapter "6"] regarding "final project cost information" >> Given the high cost shift to customers in the entire service territory, the amount of financial return/ profit going to the businesses participating as PM's should also be provided to the PA.	Randi Moscoe, Portland General Electric
Information required in the Certification application-- "At certification PMs are required to provide a status of their agreements with the appropriate utility, including a PPA for unsubscribed energy (if applicable), and an agreement for delivery of subscribed energy." Does this mean that there will be two agreements between the PM and utility? Will these be standardized across the program? Also, does if applicable mean that its optional to get a PPA for unsubscribed generation? Similar to industry comments submitted in the Pre-certification chapter feedback form: The level of detail required at application with regards to subscriber information and project cost is excessive relative to other programs in the country. We understand and appreciate the interest in obtaining data points to inform program design, but recommend softening requirements associated with documentation that isnt technically associated with the scoring of a projects eligibility to participate.	Charlie Coggeshall, OSEIA & CCSA (Oregon Solar Energy Industries Association & Coalition for Community Solar Access)
Pg 1, Project Costs, aggregate costs can be misleading as developers may not readily provide accurate data, I question the value in publishing these costs which can be inflated or fudged, use caution when taking these figures to make program decisions Pg. 1, Unsubscribed energy, please confirm the DOJ requirement that CS projects must be treated like QFs. The PUC has even referred to these projects "virtual net metering" for customers and being treated like a net metered system has advantages, especially for small projects.	Evan Ramsey, BEF

Feedback on Requirements after Certification

Managing Subscribers: we have a platform that the P.A. and/or other community orgs and solar companies can use. The software exists, can be white labeled, can be easily altered to meet needs of this program, etc. WE have other utilities using this as well. We are happy to demo SunCentral for the P.A. to see if it meets your needs or helps in any way.	Jon Sullivan, Pivot Energy, SunCentral
P.4 "Projects are required to complete interconnection and achieve commercial operation within six months of Certification." o The interconnection study process, from the date that a PM pays the deposit for a SIS to the date that an interconnection agreement is offered to the PM, will take 80 business days (4 months). If a PM is waiting for a signed interconnection agreement to start construction, they might begin to bump against this requirement.	Jennifer Angell, PacifiCorp
"The Program Administrator will also notify the appropriate utility that the Project has been Certified": How will this be communicated to all interested parties (include Utility and Subscribers)? "Once a year, at the end of June, Project Managers must compile and submit a report...."<< are there any annual reports required from the Utility? Must the Utility support any annual reporting by the PM (if yes, how)? Managing subscribers: Request that there be a flag in the data exchange between	Randi Moscoe, Portland General Electric

<p>PA and Utility that will identify a change in subscriber status as either New, Replaced, Terminated, et al (agreed upon terminology should be used). Utility may need to supply the same customer status back to PA.</p> <p>"Deficiencies that could trigger notification include:" would like more details on how these will be resolved: what effects to the bill are expected? Will annual reports need to include periods of suspension?. What does 'probation' entail?</p>	
<p>Pg. 5 REC retirement, this has not been discussed much but managing sub-accounts for 100s or 1000s of subscribers can be extremely onerous, with no tangible benefit to anyone associated with the program. This is purely an administrative exercise with only costs and no benefits. The PUC needs to incentivize participation in the program and this is not the way to do it. A REC is only created when you strip the environmental benefits from renewable electricity. You can leave these attributes with the electricity customers receive and there is no need to do anything more. Please consider allowing projects to provide an attestation that they will not register any RECs and that they will allow customers to make the environmental claims. This process can be much more simplified than the current proposal. A utility can retire large volumes of RECs for a single entity for compliance and it is not burdensome, but this is too far gone for CS. Energy Trust has evaluated the possibility of registering RECs for rooftop solar customers and shied away from it. This is a very similar situation and with some thought and evaluation, the PA would come to the same conclusion.</p>	Evan Ramsey, BEF
<p>Pg 6 Managing subscribers: Deficiencies that could trigger notification includes a commercial subscriber over 50% of the project capacity. Is that a single commercial subscriber or can multiple commercial subscribers also be limited to under 50%? What is the definition of a commercial subscriber? This is too subjective as written.</p>	Ryan Sheehy, Viridian Management

Supplemental Docs

Feedback on Standard Contract Template

<p>P.2 " Bill Credit</p> <ul style="list-style-type: none"> o Consider using the following language: The actual amount of your Bill Credit may differ from this estimate due to 1) natural variation in solar resource, 2) final design and construction of the system, 3) operations and maintenance, and 4) performance of the system over time. <p>P.9 " [UTILITY]</p> <ul style="list-style-type: none"> o Clarify that account information is only provided with the consent of the subscriber. Only with the consent of the Subscriber, the Subscriber's utility is responsible for providing confidential customer electric account information for the purpose of verifying their Subscription eligibility. Also the utility ☐ o Issue of ongoing utility administration cost recovery has not been resolved. Utility may also be collecting from Subscriber's utility costs of administering program. <p>P.10 " Section 13 Dispute Resolution</p> <ul style="list-style-type: none"> o Do the limitations allow for a waiver of a trial by jury? 	Jennifer Angell, PacifiCorp
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<p>typo page 1: "At the end of this document, your will find" << should read "you"</p> <p>"Project Manger" << should read "Manager"</p> <p>Where will the contact information for customer service be provided?</p> <p>Customer Information: When subscriber is a business added information will be needed such as Business Name and Authorized person(s). How will this be verified (authorized user)?</p> <p>"Your Subscription": Size: will this be an annual amount or monthly amount? should be clarified to help ensure all parties are speaking the same language</p> <p>It may be helpful to include "your average annual usage" so potential subscribers have a good comparison/idea of expected benefit</p> <p>"ongoing subscription payments" - who would potentially NOT have ongoing payments? for any section, recommend clearly marking Does Not Apply rather than omitting.</p> <p>"your first monthly payment is due" - Is this the payment to the Utility? the PM? how will the PM know when?</p> <p>"fees and other charges" suggested wording change: " you will/will not be charged a fee of \$____." Circle the correct action.</p> <p>typo: page 2: bill credit: "Your utility will provide you will bill credits" << not sure what is the correct intent</p> <p>"your Subscription may generate a total Bill Credit..": Why is this included? How will this be calculated and who will be responsible to a "good" estimation?</p> <p>typo page 2: "from this estimate due natural variations in" << should read "due to natural variations"</p> <p>savings guarantee: how will anyone really know the savings? does including a guarantee leave an open liability?</p> <p>"Contracts may impose additional requirements on Subscribers" - who will review these requirements? is there any expectation that it will have an impact on bill presentment or credit calculations?</p>	<p>Randi Moscoe, Portland General Electric</p>
<p>RECs, see prior comments on RECs (i.e. there is not need to describe what a REC is if they are getting renewable power), suggest eliminating all REC registration and REC language in contracts</p>	<p>Evan Ramsey, BEF</p>

Feedback on Contract Disclosure Checklist:

<p>page 4 typo: "you acknowledge that you have you reviewed" << too many "you"</p> <p>Non-English: Will the contract be available in multiple languages or only a phone number to call for help?</p> <p>Standard contract template: will this be used for all subscribers?</p> <p>Business/Residential/LI?</p> <p>section 2 page 6 "fees": How will these be billed? Who will be responsible for collecting them? Who owns past due payments?</p> <p>Example of a schedule: Check the math</p> <p>Taxes: how will these be identified? how will these be collected?</p> <p>Transferring subscriptions: Need more details on the limits of transferring - can a residence transfer to a business? coordination with Utility will be critical to ensure correct end and start dates, et al. Who will handle pro-rations if transfer occurs</p>	<p>Randi Moscoe, Portland General Electric</p>
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<p>mid-cycle? Data transfer between PA and Utility should have clear indicator for 'transfer of ownership' - will transfer to subscriber go through the same qualifications process as new subscriber?</p> <p>section 6: "Force Majeure" may not be a term known by those outside of a lawyers. suggest plain language be used.</p> <p>page 8: regarding Low Income if you move: if the generation is less at the new site, what cautions will be taken by PA to ensure bill credits are not greater than the subscriber's bill?</p> <p>page 8 typo: section 10 a. insert a comma after "Energy Solutions"</p> <p>PAGE 9 b: "The Subscribers utility is responsible for providing customer electricity account information for the purpose of verifying their Subscription eligibility..." It is our understanding that the customer will "self service" and provide information and the PA will verify subscription eligibility.</p> <p>Page 9 b: "and collecting fees to fund the Program Administrator and Low-Income Facilitator" Expectation is a single fee (not multiple line items) to be on the bill and that the PA will then appropriately distribute dollars where due.</p> <p>how long can a project be offline? How would being offline impact the customer?</p> <p>Consent: How will the utilities know that consent to share information has been signed? Are there time limits for consent or is it valid for the life of the contract?</p> <p>Signature should be tailored for business signatures too</p>	
<p>Non-english option should be at the top of the form and not make people read through to the end.</p>	<p>Evan Ramsey, BEF</p>
<p>Bill credit disclosure should cite the escalator % if it is implemented</p>	