

# Arcadia

December 22, 2022

Oregon Public Utility Commission

Docket # UM 1930 - Community Solar Program

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

## **I. Introduction**

Thank you for the opportunity to provide feedback on Staff's draft modifications to the Community Solar Program (CSP) Program Implementation Manual (PIM). As reflected in the draft, Staff's proposed modifications are intended to be "consistent with recent Commission Orders." Arcadia appreciates the time and consideration that Staff put into this document. Arcadia's comments focus on the elements of Staff's proposal that impact the permissible activities of Project Managers (PM) and their agents. Arcadia is currently registered in Oregon as a PM, so our feedback is based upon experience within the Oregon CSP market.

## **II. Background**

By way of background, Arcadia was founded in 2014 and offers the first nationwide digital energy services platform. One of our core products is to facilitate community solar by enrolling subscribers and managing all processes related to the subscribers' experience. Arcadia is now the largest manager of community solar projects in the United States, with more than 1 gigawatt (GW) of capacity under management in 14 states.

Arcadia's role in a community solar market is multi-faceted. Arcadia markets shared solar to potential customers, enrolls subscribers on projects, determines the appropriate allocation size for each subscriber, communicates allocation sizes to the utility, checks that the utility has accurately applied credits to subscribers' bills, collects subscription fees from subscribers, and transmits those fees to the shared solar project. Arcadia also operates a customer experience team to respond to any questions from subscribers to make sure they understand the impact their shared solar subscription has on their energy bills and their community's power system. Arcadia brings our experience operating in markets around the country to bear in the comments that we provide to the Commission today.

## **III. Staff's Draft Modifications**

Staff's Draft Modifications focus on seven specific sections of the PIM. Of these recommendations, Arcadia provides feedback on the following recommendations: prohibiting specific uses of agent agreements in CSP, clarifying ability of project managers and their agents

to modify subscriptions on behalf of participants, modifying code of conduct for project managers and their agents, and requiring project managers and their agents to include all contracts and agreements in CSP standard contract template for residential participants. These recommendations directly impact Arcadia's participation in the Oregon CSP market.

A. Prohibiting specific uses of agent agreements in CSP

Staff proposes to clarify in PIM Section 3.13.3 that PMs and Subscription Managers may not use an agent agreement for the following purposes:

- 1) *Administer a Participant's utility account,*
- 2) *Assign a Participant's subscription to a CSP project without first identifying the project in the contract signed by the Participant, or*
- 3) *Provide the Participant with a consolidated bill, paid to the agent instead of the utility.*

This proposal is consistent with Arcadia's understanding of the Commission's final decision in Commission Order No. 22-363. However, the redlined language on page 48 of the PIM does not model this language. Rather, the second bullet states "subscribe the participant to a CSP project on their behalf" rather than "assign a participant's subscription to a CSP project without first identifying the project in the contract signed by the Participant." We believe this is an error that Staff should correct.

If corrected, and subject to the clarifications regarding the ability of PM's to modify a subscription on behalf of the customer, Arcadia believes that this model is workable. First, Arcadia will not provide a consolidated bill that is payable to Arcadia rather than the utility, as the utility is providing this option for subscribers. The utility consolidated billing format offers a streamlined billing process for the participant, and Arcadia supports this approach. Further, without the third-party consolidated billing platform, Arcadia will not administer a participant's utility account. Finally, Arcadia will assign participants to a CSP project during enrollment, subject to the clarification that Arcadia has the ability to transfer a subscriber to a new project.

B. Clarifying ability of project managers and their agents to modify subscriptions on behalf of participants

Staff proposes to modify PIM Section 3.13.4 to clarify that PMs and their agents are permitted to make the following subscription modifications after a contract is signed by a CSP Participant:

- 1) *Establishing or revising the Participant's subscription size to be appropriate for a Participant's level of annual consumption.*
- 2) *Re-assigning a Participant to another Project, so long as all other contractual terms and pricing remain unchanged.*

Arcadia supports these modifications as they flow directly from the Commission's decision in Order 22-363. First, Arcadia has the ability to appropriately size a customer to a community solar project by accessing the customer's utility consumption data with the consent of the customer. Arcadia has built out the tools to seamlessly embed this data into our enrollment process, which creates an efficient process to size the subscription for the potential customer immediately upon enrollment. When a PM can closely match the participant's actual historical consumption to their subscription size, then we can maximize the participant's savings at the time the participant is enrolled. This is a net benefit for participants, and especially low-income households where every dollar saved is important.

Second, Arcadia appreciates the opportunity to adjust the size of a participant's subscription. There are typically small adjustments that may need to occur on a monthly basis, including addressing situations where a customer may be oversubscribed, where there may be potential changes to the output from a community solar facility (such as from seasonal variability), or where there may be potential changes in the number of customers subscribed to a particular facility. Often these are very minor changes in the customer's allocation.

Third, Arcadia appreciates the ability for a PM who is working with more than one project to transfer a participant's subscription from one project to another. This will enable a participant to move to a project that is energized more quickly and thus receive the bill credit savings associated with that project. This would also enable a participant to move to a project if the project they are currently enrolled in is undergoing an outage for an extended period of time. There is immense value where Project Managers can seamlessly transfer participants amongst projects to maximize the participant's potential savings under the program, either by moving to a facility that is energized more quickly or moving to a facility when the facility they are currently subscribed to reflects an outage.

In addition to these three clarifications, Staff also proposes to further modify the PIM beyond the Commission's decision in Order 22-363. The proposal would modify PIM Section 3.13.4 to include the following additional requirements:

- 1) PMs and their agents may transfer a Participant's subscription from one project to another so long as all other contractual terms and pricing remain unchanged.*
- 2) In any instance where a permissible modification is made to a contract after execution, the Project Manager or its Agent must provide notice to the Participant of the change along with a revised and updated contract without delay.*

Regarding the first modification, Arcadia understands the value in ensuring that if a PM transfer's a participant's subscription, the other contractual terms and pricing should remain unchanged. To be clear, if the participant switches to a new project, there may be slight changes to the customer's subscription allocation, and such changes would be permissible under the recommendations herein. However, there would be no additional changes to the contractual terms and pricing.

To the second modification, Arcadia has a few recommendations to clarify Staff's proposal. Where a PM or its agent re-assigns a participant's subscription to another project, Arcadia agrees that it is feasible to provide the subscriber with a revised contract. Arcadia would like to clarify that this would not require a PM or its agent to obtain a signature from the participant. Such a signature requirement would make this process very difficult and inefficient to navigate. Arcadia believes that notice alone should suffice.

Where a PM or its agent revises the participant's subscription size, Arcadia believes that this should not require providing the participant with a revised and updated contract. As an example, a solar facility typically produces at a higher capacity during the summer months than the winter months. As such, a participant may receive a higher allocation during the months where the facility's production is higher. These modifications are made monthly, and therefore it would be incredibly inefficient to provide the customer with a new contract each time a subscription is modified incrementally. If the Commission were to include such a requirement, we recommend that this requirement be limited to more than de minimis revisions, such as if the subscription allocation is either increased or decreased by more than 25%. Furthermore, we support a requirement that these adjustments should be reported back through the Program Administrator's portal to make certain that the Program Administrator has all data accurately reflected in a timely fashion. This process would ensure that the program can operate smoothly, that customer subscriptions are appropriately sized on a monthly basis, and that the Program Administrator has accurate recordkeeping.

### C. Modifying code of conduct for project managers and their agents

Staff recommends modifying PIM Section 2.6.5 of the PIM to limit the use of customer information. Specifically, Staff recommends the following language:

*“If the Program Administrator provides customer utility or consumption information to assist with Participant enrollment, contracting, and verification, Project Managers and their Agents may not use this information for any purpose other than to support subscriber enrollment and management within the Program and it [sic] this information may not be shared with entities that are not also Agents of the Program Manager.”*

Arcadia supports this recommendation as a simple consumer protection that will prevent the dissemination of customer information without the explicit consent of a customer. Arcadia would like to include a caveat that if a customer were to provide consent for this information to be shared so that the customer may receive, for example, additional clean energy offerings, that would be permissible under the PIM.

D. Requiring project managers and their agents to include all contracts and agreements in CSP standard contract template for residential participants

Staff proposes to modify PIM Section 3.13.1 to require PMs and their agents to incorporate all agreements, terms, and conditions into the standard CSP contract template when subscribing residential participants or modifying an existing residential subscription. Specifically, the modification states:

*“For residential customers, this contract is the only agreement that Project Managers or their Agents may sign with the customer related to the Community Solar Program; all terms and conditions related [sic] the customer’s participation must be included in the Participation Agreement. Staff’s proposed PIM modification would also prohibit PMs and their agents from using additional and separate agreements or contracts with residential Participants.”*

Arcadia agrees with using the standard residential contract template to encompass all of the terms of participation in the CSP. Arcadia understands that this results in the removal of the Agency Agreement, which is captured in the Commission’s Order and in other areas of the PIM. However, Arcadia would like Staff to clarify in the PIM that if a participant has previously signed a subscription agreement, that such agreement is still valid provided that the agreement contains all of the required terms that are in the standard contract template. Further, Arcadia believes that the intention of the prohibition on “using additional or separate agreements or contracts” relates to the use of an agency agreement, but does not prohibit contracting for other

unrelated services. Arcadia requests that Staff clarify this intention. Otherwise, Arcadia plans to use the standard contract template for all participants going forward.

#### **IV. Conclusion**

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

Sincerely,



Angela Navarro  
Head of State Regulatory Affairs  
Arcadia