

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

UM 1930

In the Matter of

PUBLIC UTILITY COMMISSION OF  
OREGON,

Proposed modifications to the Program  
Implementation Manual of Oregon  
Community Solar Program.

ORDER

**DISPOSITION: STAFF'S RECOMMENDATION ADOPTED**

At its public meeting on September 5, 2023, the Public Utility Commission of Oregon adopted Staff's recommendation in this matter. The Staff Report with the recommendation is attached as Appendix A.

BY THE COMMISSION:



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**Nolan Moser**

Chief Administrative Law Judge

A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Circuit Court for Marion County in compliance with ORS 183.484.

ITEM NO. RA1

**PUBLIC UTILITY COMMISSION OF OREGON  
STAFF REPORT**

**PUBLIC MEETING DATE: September 5, 2023**

**REGULAR**  X  **CONSENT** \_\_\_\_\_ **EFFECTIVE DATE**  September 6, 2023

**DATE:** August 28, 2023

**TO:** Public Utility Commission

**FROM:** Joe Abraham

**THROUGH:** JP Batmale and Sarah Hall **SIGNED**

**SUBJECT:** OREGON PUBLIC UTILITY COMMISSION STAFF:  
(Docket No. UM 1930)  
Proposed modifications to the Program Implementation Manual of Oregon  
Community Solar Program.

**STAFF RECOMMENDATION:**

Approve Staff's recommended modifications to the Program Implementation Manual of Oregon Community Solar Program as reflected in Attachment A.

**DISCUSSION:**

Issue

Whether the Commission should approve modifications to the Program Implementation Manual of Oregon Community Solar Program (CSP or Program) as recommended by Staff and the CSP Program Administrator.

Applicable Rule or Law

ORS 757.386(2)(a) directs the Commission to establish a program that provides electricity customers the opportunity to share the costs and benefits of electricity generated by community solar energy systems.

On June 29, 2017, in Order No. 17-232, the Commission adopted formal rules for the Community Solar Program (CSP or Program) under OAR Division 88 of Chapter 860.

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In accordance with OAR 860-880-0190, on December 17, 2019, in Order No. 19-438, the Commission adopted the Community Solar Program Implementation Manual (PIM) and the program policies and procedures therein and has approved updates to the PIM in Order Nos. 21-015 and 22-007.

OAR 860-088-0190(3) provides that the Commission may amend the Community Solar Program Implementation Manual upon request or on its own motion and after notice and opportunity for public comment upon a finding of good cause.

### Analysis

#### *Background*

The Program Implementation Manual (PIM) is the outward facing document which describes policies, procedures, and requirements for projects, Project Managers, and Participants in the Program.<sup>1</sup> In accordance with OAR 860-038-190(3), Staff has recommended PIM updates from time to time as the Program developed.<sup>2</sup> In Order No. 22-007 the Commission updated the PIM to align with the release of the remaining capacity in the initial capacity tier, modify several related Program policies, and implement a series of other Program improvements.<sup>3</sup> Later, in Order No. 22-363, the Commission adopted Staff's recommendation regarding the eligibility of projects using the agent subscription model in the Program.<sup>4</sup> Now Staff is requesting the Commission approve modifications to the PIM to align with Order No. 22-363 and implement other Program policy improvements that Staff and the CSP Program Administrator (PA) have identified since Order No. 22-007.

As the Program's stakeholders and marketplace continue to evolve, Staff, the PA, and Stakeholders continue to identify opportunities to improve the Program. Consequently, Staff and the PA have recognized the benefit of recommending PIM modifications to the Commission annually. This round of PIM modifications was spurred by Order No. 22-363, which decided the eligibility of projects utilizing the agent subscription model in the Program. Along with incorporating the Commission's decision on the agent subscription model, Staff and the PA identified participation and consumer protection improvements to include in the broader set of PIM modifications.

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<sup>1</sup> The PIM describes the Program's goals, design and administration, participation requirements for Project Managers (PM), approval process for CSP projects, as well as participant eligibility, enrollment, and billing processes.

<sup>2</sup> The Commission adopted the PIM in Order No. 19-438 (Dec. 19, 2019) <https://apps.puc.state.or.us/orders/2019ords/19-438.pdf>, and approved updates in Order No. 21-015 (Jan. 13, 2021) <https://apps.puc.state.or.us/orders/2021ords/21-015.pdf> and Order No. 22-007 (Jan. 11, 2022) <https://apps.puc.state.or.us/orders/2022ords/22-007.pdf>.

<sup>3</sup> Order No. 22-007, <https://apps.puc.state.or.us/orders/2022ords/22-007.pdf>.

<sup>4</sup> See, Order No. 22-363, <https://apps.puc.state.or.us/orders/2022ords/22-363.pdf>.

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Staff and stakeholders collaborated on the PIM modifications in an iterative process. Staff posted draft PIM modifications with request for public comment on December 1, 2022, January 31, 2023, and June 21, 2023. Each time Staff received significant stakeholder comments, and incorporated stakeholder feedback into additional PIM modifications as needed.

The recommended PIM modifications appear in detail as redlines in the PIM included as Attachment A and summarized on the first page of that document. This memo divides the proposed PIM modifications into four categories:

1. Modifications ensuring residential participation in carve-out-eligible projects,
2. Modifications strengthening consumer protections in the Project Manager code of conduct,
3. Modifications implementing Order No. 22-363 and updating to Participant contract requirements, and
4. Modifications for projects and Participants after Certification and billing begins.

#### 1. PIM Modifications Ensuring Residential Participation in Carve-Out-Eligible Projects

In Order No. 22-007, the Commission adopted Staff's recommendation to modify eligibility criteria for projects seeking to qualify for the designated project carve-out. Staff's recommendation expressly aimed to provide PMs and communities with more opportunities and flexibility to develop new carve-out projects. In doing so, the Commission reiterated its intent and goals for the carve-out capacity to deliver projects that either: (1) serve substantial numbers of low-income participants or people from underserved communities; or (2) demonstrate significant community-level control or leadership in the development process.

Staff has identified two scenarios where projects meeting carve-out eligibility criteria approved in Order No. 22-007 may not meet the Commission's intent and goals for carve-out capacity:

1. Small Community-Sited projects, whereby an agent partnering with a PM is a Federally recognized tribe, a public entity, or a non-profit organization, and the project is sized less than or equal to 360 kW-AC. The agent must demonstrate that it has played a central role in identifying and securing the project site. In this scenario, the PM and the agent commit at Pre-certification that the agent will lead outreach efforts to subscribe community members it represents for least fifty percent of the project capacity.

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2. Underserved Community Participation projects, whereby an agent partnering with a PM is a Federally recognized tribe, a public entity, or a non-profit organization. In this scenario, the PM and the agent commit at Pre-certification that the agent will lead outreach efforts to subscribe underserved community members it represents for least fifty percent of the project capacity.

Currently, a project could satisfy either set of eligibility criteria if a qualifying agent partnering with a PM subscribed multiple sites controlled by a single large energy consumer to fifty percent of a project's capacity, and the large energy consumer belonged to the community represented by the agent. An example could be an irrigation district as a non-profit qualifying agent representing an underserved (rural) community. The project could meet carve-out-eligibility criteria by subscribing a rural municipality to 50 percent of project capacity without subscribing any residential Participants. Staff is concerned that both eligibility criteria, as currently written, could create a pathway for projects to qualify for carve-out capacity while not meeting the Commission's intent by strategically partnering with select large non-residential anchor subscribers.

Staff proposes to modify both sets of eligibility criteria in PIM Section 1.4 to prevent this potential outcome for carve-out-eligible projects. Specifically, Staff proposes to modify the requirement that the PM and agent commit that the agent, in this case a tribe, public entity or non-profit, will lead outreach efforts to subscribe community members to at least fifty percent of project capacity. For both sets of criteria, Staff proposes to add that at least half of the fifty percent, or twenty-five percent of project capacity, must be subscribed to community members who are residential Participants. Staff has not received stakeholder comments in opposition to the draft modifications to PIM Section 1.4.

## 2. Modifications to the Project Manager Code of Conduct Strengthening Consumer Protections

*Requirements for PMs to Obtain Expressed Consent to Share Participant Information with Third Parties (Section 2.6.5).*

The Commission has affirmed the importance of consumer protections in CSP, most recently in Commission Order No. 22-363. PIM Section 2.6.5 currently states that PMs must protect customer information, maintain customer confidentiality, and prevent unintentional disclosure of customer information without express customer consent. However, the PIM does not currently specify how PMs may obtain expressed customer consent. Staff finds this could result in Participants signing contracts without understanding that they have given PMs consent to use their information for purposes other than participation in the Program.

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Staff proposes modifications to PIM section 2.6.5 that clarify how PMs may obtain consent to share utility customer and Participant information with third parties. Specifically, Staff proposes that PMs may only share Participant information with third parties if the customer provides expressed consent as part of the CSP contracting process. The proposed PIM modification clarifies that: 1) consent for sharing utility customer data with third parties cannot be a requirement for Project participation; and 2) the Participant must affirmatively select an option that allows their information to be shared with third parties. Staff has not received any stakeholder comments in opposition to these proposed modifications to PIM section 2.6.5.

*Restricting PMs Use and Sharing of Customer Utility Data and Information Provided by PA (Section 2.6.5).*

When residential Participants sign contracts with PMs, they also authorize their utility to share their usage and billing information with the PA. The PA in turn shares that information with the PM, and both use the information in support of Participant verification, enrollment, and subscription sizing. However, the PIM currently does not restrict the ways in which PMs could use this information for other purposes or share with third parties.

Staff proposes modifying PIM Section 2.6.5 to limit how PMs use Participant data provided by the PA. Specifically, Staff proposes to specify that any utility customer information shared by the PA with a PM or its agent to support Participant's enrollment or management may be used only by the PM or its agents for those purposes and may not be shared with other entities. Staff has not received stakeholder comments in opposition to the draft modifications to PIM Section 2.6.5.

*Requiring PMs to Retain Signed Copies of all Participant Contracts, and to Share with PA upon Request (Section 2.6.6).*

The PA is responsible for ensuring that CSP contracts signed by Participants and PMs follow the requirements in the PIM, including ensuring consumer protections. The PA needs to be able to efficiently investigate Participant complaints, and to efficiently conduct periodic reviews of Participant contracts. However, the PIM currently does not identify what role PMs play in providing the PA with access to signed contracts for those purposes. To ensure the PA can efficiently investigate and review contracts, Staff proposes modifying PIM Section 2.6.6 to require PMs to retain signed copies of all Participant contracts. Staff also proposes to require PMs to share signed contracts with the PA upon request. Staff has not received stakeholder comments in opposition to the draft modifications to PIM Section 2.6.6.

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### 3. PIM Modifications to Participant Contract Requirements

#### *Requiring PMs Subscribing Residential Customers to Use Contracts Based on Program Templates that Include all Terms and Conditions (Section 3.13.1)*

In Order No. 22-363, the Commission affirms that additional contracts can include terms and conditions that reduce Participant protections and can reduce the Commission's ability to regulate CSP projects and project billing practices. Staff now proposes modifying PIM Section 3.13.1 to align the PIM with Order No. 22-363. Specifically, requiring PMs to incorporate all agreements, terms, and conditions into the standard CSP contract template when subscribing residential Participants or modifying an existing residential subscription. Staff's proposed PIM modification would also prohibit PMs from using additional and separate agreements or contracts with residential Participants. With these PIM modifications, Staff aims to mitigate risks to Participants and the Program by requiring a single contract for residential Participants based on the standard CSP contract template and that includes all terms and conditions.

Staff received comments from Arcadia on its proposed modifications for PIM Section 3.13.1. In their comments, Arcadia sought clarification on if PMs would be allowed to contract with Participants for other unrelated services. Staff finds Arcadia's comments are consistent with Order No. 22-363 and has revised its modifications to PIM Section 3.13.1. Specifically, the revised PIM modifications clarify that PMs are not prohibited from contracting with Participants to provide products or services unrelated to CSP, provided that these agreements do not otherwise contradict the PIM or other administrative rules.

#### *Aligning PIM and Standard Contract Language for Customer Protection and Convenience (Section 3.13.1)*

Low-income Participants have provided feedback to the PA that reviewing and signing CSP contracts can be a significant barrier to participation in CSP. The PA also reports that many low-income Participants, who are more likely to require a paper-based contract, find the current contract lengthy, overly complicated, and confusing. Guided by these findings, Staff proposes modifications to the mandatory contract provisions in PIM Section 3.13.1 that will result shorter, and more accessible residential contract templates for PMs to use when contracting with residential Participants. Staff has not received stakeholder comments in opposition to the proposed modifications.

#### *Prohibiting PMs Using Agent Subscription Models in the Program (Section 3.13.3)*

In Order No. 22-363 the Commission adopted Staff's recommendation that projects utilizing the agent subscription model should not be eligible to participate in the CSP. In doing so the Commission accepted Staff's reasoning that use of the model in CSP creates additional risks for Participants; additional risk and complexity for the Program;

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specific additional barriers for low-income participation; and would result in additional ratepayer costs.

Staff now proposes to modify PIM Section 13.3.3 to be consistent with Commission Order No. 22-363. Specifically, Staff proposes to clarify that PMs may not use an agent agreement for one or more of the following purposes:<sup>5</sup>

1. To administer a Participant's utility account,
2. To assign a Participant's subscription to a CSP project without first identifying the project in the contract signed by the Participant, or
3. To provide the Participant with a consolidated bill, paid to the agent instead of the utility.

Oregon Shines provided comments on Staff's proposed PIM modifications, specifically the requirement that projects must be identified when PMs sign contracts with CSP Participants. Oregon Shines argues that this limitation causes issues with implementing an effective waitlist mechanism. Staff is not inclined to revisit the Commission's decision in Order No. 22-363. However, Staff understands that its proposed modifications to PIM Section 3.13.5 would sufficiently resolve the concerns Oregon Shines raises. This is because the modifications would allow PMs to sign "conditional subscription contracts" with Participants and add them to a waitlist before identifying a Pre-Certified or Certified project to which their subscription would be assigned.

*Allowing PMs to Modify Participant Contracts After Execution (Section 3.13.4).*

In Order No. 22-363 the Commission clarified that PMs and their agents may engage in the following, permissible modifications to Participant contracts after execution:

1. Determine the initial size of a Participant's subscription;
2. Adjust the size of a Participant's subscription; and
3. Transfer a Participant's subscription from one project to another.

Staff's PIM modifications would allow these permissible contract modifications, and included the following restrictions to mitigate potential harm to Participants:

1. PMs may transfer a Participant's subscription from one project to another so long as all other contractual terms and pricing remain unchanged.
2. If PMs make one or more of the permitted subscription modifications to a CSP contract after it has been signed by the Participant, they must also provide the

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<sup>5</sup> Commission Order No. 22-363 defines an agent agreement as granting a limited power of attorney to an agent to act on behalf of a CSP participant.



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Participant with notice of the change(s) and a revised and updated contract, without delay.

Oregon Solar + Storage Industries Association (OSSIA), Oregon Shines, and Arcadia provided comments on the draft requirement that PMs and their agents must provide Participants with notice of permissible contract modifications and a revised and updated contract. The stakeholders argued that this requirement would be administratively burdensome and would result in excessive notifications and updated contracts that would confuse Participants. The three parties recommended the requirement of sending Participants a notice and updated contract only when their subscription is transferred from one project to another, or when their subscription size changes by more than twenty-five percent. Arcadia also sought clarification that permissible contract modifications would not require a Participant signature and supported a requirement that PMs should report any of these permissible contract modifications through the CSP platform in a timely fashion.

In considering these comments, Staff analyzed Program data on Participant subscription size changes through December 2022. Staff finds that the subscription size change threshold for notification proposed by Arcadia, Oregon Shines, and OSSIA is a reasonable approach to avoid excessively notifying Participants about smaller changes to their subscription size and potentially confusing Participants. Staff also finds that the proposed threshold would still allow Participants to be notified of significant changes made to their subscription size by PMs. Staff intends to periodically analyze Program data on subscription size changes, and as a result may propose adjusting the proposed threshold in the future.

As a result of stakeholder feedback, Staff revised its draft modifications to PIM Section 3.13.4 and posted for public comment on January 31, 2023. Staff has not received any additional comments. Staff now proposes revised modifications to PIM Section 3.13.4 that align the PIM with Order No. 22-363 to allow the permissible contract modifications listed above. Staff's revised draft PIM modifications allow PMs and their agents to make the permissible contract modifications without requiring explicit approval from the Participant, provided that the contract signed by the Participant allowed these changes.

Staff also proposes to allow PMs and their agents to transfer a Participant's subscription from one project to another so long as all other contractual terms and pricing remain unchanged. PMs must notify Participants and provide them with a revised and updated contract if the Participant's subscription is transferred from one project to another, or their subscription size is adjusted to a value greater than 125 percent or less than 75 percent of the subscription size in the contract most recently provided to the

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Participant. Finally, Staff proposes to clarify that after making permissible modifications to Participant contracts, PMs and their agents must promptly update Participant subscription information in the CSP platform.

*Allowing PMs and their Agents to Sign Conditional Subscription Contracts with Participants for Pre-Certified and Certified Projects. (Section 3.13.5).*

In comments posted to Docket No. UM 1930 by Oregon Shines,<sup>6</sup> Staff and the PA first learned that PMs may intend to sign contracts with Participants even when their projects are fully subscribed. PMs would then organize those Participants into a waitlist and assign them to the projects they represent when capacity becomes available. In its comments, Oregon Shines implied that waitlists would be in response to investment partners who would otherwise require Oregon Shines to conduct credit checks on its residential Participants. Staff also finds that waitlists mitigate the risk of lost revenue.

While Staff was not initially supportive of allowing use of waitlists, we revised our position after stakeholder feedback. Arcadia, Oregon Shines, Fleet Development, TLS Capital, and Solarize Rogue<sup>7</sup> and other stakeholders provided public comment stressing the importance of allowing PMs to establish project waitlists for fully subscribed Pre-Certified and Certified projects. The stakeholders stressed the practice as critical for project financing and minimizing revenue loss by allowing for the quick replacement of departing Participants.

After further analysis, Staff developed revised draft modifications to PIM Section 3.13.5 which would allow PMs representing Pre-Certified or Certified projects to sign conditional subscription contracts with CSP Participants on a waitlist. The draft PIM modifications would also allow PMs to add participants to a general project waitlist, and to convert those participants to subscribers when project capacity allows, without the need to sign additional contracts. Staff's draft PIM modifications ensure consumer protections essential to the design of the Program are applied to conditional subscription contracts, waitlists, and the conversion of Participants on waitlists to project subscribers.

Staff received comments on its draft modifications to PIM Section 3.13.5 from Arcadia and Common Energy. Both companies are PMs and agents of PMs in the Program and provide subscription management services, including signing contracts with Participants. Arcadia expressed concern that Staff's proposed use of a conditional subscription contract, in addition to the standard contract template, would be

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<sup>6</sup> Oregon Shines comments posted to Docket No. UM 1930 on December 30, 2022.  
<https://edocs.puc.state.or.us/efdocs/HAC/um1930hac162829.pdf>.

<sup>7</sup> See Docket No. UM 1930 for multiple stakeholder comments submitted on February 14, 2023.  
<https://apps.puc.state.or.us/edockets/DocketNoLayout.asp?DocketID=21222>.

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unnecessarily complex for Participants. Staff appreciates Arcadia's interest in identifying less complex contracting solutions and expects the conditional subscription contract to be as short as one page.

Staff's proposal limits conditional subscription contracts to 25 percent of the total Pre-Certified and Certified Project capacity represented by the PM. Staff's intent here is to ensure that waitlists are sufficiently large to provide an adequate buffer of additional Participants that PMs could quickly subscribe to projects, but not so large that Participants remain on waitlists for unacceptable lengths of time. Arcadia supports removing this limit, arguing that there are no downsides to customers being placed on waitlists. Staff finds the proposed limit strikes a practical balance between these two important goals and does not recommend removing or modifying the waitlist limit. Going forward, Staff and the PA will work with PMs to monitor the time Participants remain on waitlists. If justified by those observations, Staff could consider recommending changes to the waitlist limit in future modifications to the PIM.

Arcadia has also expressed concern that it may be difficult to ensure its waitlists do not exceed the proposed limit. Staff expects that PMs will retain copies of signed conditional subscription contracts and will enact efficient processes to convert Participants to subscribers when project capacity becomes available. Staff finds it is also reasonable that PMs can implement similarly efficient systems to ensure their waitlists do not exceed the limit. As a result, Staff does not recommend any additional modifications to PIM Section 3.13.5.

Contrary to other stakeholder's positions, Common Energy is not supportive of allowing waitlists and conditional subscription contracts in the Program. Common Energy is concerned that both will enable one well-capitalized PM or Subscription Manager to control the management of most or all Participants. Common Energy finds this would massively distort competition, decrease choice for Participants and projects, and result in systemic risks to the Program.

Staff also understands that Common Energy's concern about one PM or Subscription Manager controlling most or all Participants is contingent on the Commission removing the current limit on how much Tier 2 Program capacity a PM or Subscription Manager can represent.<sup>8</sup> Staff is not recommending removing that limit now. Staff acknowledges

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<sup>8</sup> PIM section 1.5. states that a single PM or Subscription Manager may not reserve or service more than fifty percent of the remaining capacity in the initial Tier capacity available in Portland General Electric (PGE) or Pacific Power (PAC) service territories. As a result, the PIM currently allows a single Subscription Manager to manage Participants for up to 75 percent of Program Capacity across PGE and PAC service territories.

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the importance of Program capacity limits for Subscription Managers but will address this issue soon and separately from the PIM modifications recommended by Staff now.<sup>9</sup>

#### 4. PIM Modifications for Projects and Participants After Certification and Billing Begins

##### *Updating Requirements for Renewable Energy Credit (REC) Registration and Reporting (Section 5.4.3).*

PIM Section 3.8 requires projects larger than 360 kW-AC in aggregate size to register with the Western Renewable Energy Generation Information System (WREGIS) and retire all RECs owned by Participants annually in WREGIS. PIM Section 5.4.3 also requires PMs to submit an annual report to the PA by September 30,<sup>10</sup> showing the total number of RECs retired on behalf of Participants. The report must also show the total number of RECs generated and sold for the unsubscribed portion of the project's generation.

In 2022 the PA identified a discrepancy between the amount of project generation reported by utilities to WREGIS and metered generation used to create program bill credits. The discrepancy is based on WREGIS operating rules requiring utilities to exclude any on-site station electricity usage, or station service, whereas CSP bill credits are based on gross project generation. As a result, if a CSP Project has station service, there will be a discrepancy between the generation reported by utilities in WREGIS and the generation based on CSP bill credits. This discrepancy prevents PMs from retiring all RECs owned by Participants. Since identifying the discrepancy, the PA and WREGIS have implemented an annual true-up process to align bill credit generation and REC generation for Certified projects. In the true-up process, WREGIS staff creates additional RECs, identified as associated with station service, which will equal the difference between the prior year's metered program generation and the amount of generation reported to WREGIS.

To align the PIM with this solution, Staff proposes modifications to Section 5.4.3 that require PMs to retire RECs associated with station service and include them in the report PMs compile and provide annually to the PA. Staff also proposes to prohibit PMs selling any RECs associated with station service, and to require PMs provide their WREGIS Generating Unit number and WREGIS generation data if requested by the PA.

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<sup>9</sup> In its request for public comments posted to Docket No. UM 1930 on June 21, 2023, Staff indicated it would address comments regarding Subscription Manager capacity limits separately with stakeholders soon to avoid further delaying the current PIM modifications under consideration.

<https://edocs.puc.state.or.us/efdocs/HAH/um1930hah165527.pdf>.

<sup>10</sup> Commission Order No. 22-348 extended the 2021-2022 Program year reporting deadline to December 31, 2022. <https://apps.puc.state.or.us/orders/2022ords/22-348.pdf>.

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Staff has not received stakeholder comments in opposition to the draft modifications to PIM Section 5.4.3.

*Clarifying Applicability of Excess Generation Penalties for Participants (Section 6.3.6)*  
ORS 757.386(5) directs the Program to require Participant subscriptions to be sized such that actual kWh production does not exceed the actual kWh electricity consumption of the Participant's site over the course of a year. If a Participant's subscription size exceeds actual kWh production, the utility donates the oversubscribed kWh to its low-income customer assistance program, and Participants are required to pay their utility the value of the bill credits received for the oversubscribed kWh. To determine if a Participant has been oversubscribed, the PA conducts an annual reconciliation on all Participants with a full year of Program billing history. The reconciliation compares actual kWh credited from a Participant's subscription against the kWh used at the site based on the prior 12 months.

In the scenario where a Participant is oversubscribed, cancels their contract, and later signs a new CSP contract, the Participant could avoid paying the utility the value of the bill credits for the oversubscribed kWh and continue to participate in the Program. This is possible because the PIM currently states that the calculation of bill credits owed to the utility will only be performed if a Participant has subscribed to a Project for a full billing year. To diminish the likelihood of this practice, Staff proposes to modify PIM Section 6.3.6 such that any excess generation penalties that would have been owed by the Participant had they not canceled their original contract will be incorporated into the next calculation of excess generation. Staff has not received stakeholder comments in opposition to the draft modifications to PIM Section 6.3.6.

### Conclusion

The proposed PIM modifications presented in this memo are required to align the PIM with Order No. 22-363, and to implement Program improvements. Staff deeply appreciates the time and thoughtful input shared by stakeholders and utilities. Staff also acknowledges the significant support and expertise from the PA in developing the PIM modifications. Staff believes the proposed modifications will improve Program performance and strike an appropriate balance between Program goals and stakeholder interests. As a result, the Commission should approve the PIM modifications recommended in this memo and detailed in the PIM redline, attached.

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**PROPOSED COMMISSION MOTION:**

Approve Staff's recommended modifications to the Program Implementation Manual of Oregon Community Solar Program as reflected in Attachment A.

**Oregon Community Solar Program**

# **Program Implementation Manual**

Revisions to v20220111

## Revisions to the Program Implementation Manual

The PIM has been updated to reflect the following changes:

- Clarified that Projects qualifying for the Designated Project Carve-Out on the basis of partnering with an eligible entity to market the project to community-members must include a minimum amount of residential enrollment in this effort (Section 1.4).
- Revises the Code of Conduct to clarify that Project Managers must share Participant contracts with the Program Administrator upon request, specifies that any utility customer information shared by the Program to support Participant enrollment may only be used for that purpose, and clarifies that customers must otherwise have the explicit option to grant consent for their information to be shared with third parties (Sections 2.6.5 and 2.6.6).
- Clarifies that, for residential customers, all participation terms and conditions must be included in the customer's Subscription Agreement, and not in additional contracts (Section 3.13.1).
- Makes various modifications to mandatory contract provisions, to align with revisions to standard contract templates (Section 3.13.1).
- Adds prohibitions regarding the use of agent agreements to manage subscriptions in the Program (Section 3.13.3).
- Allows a Project Manager or Subscription Manager to add or revise a Participant's subscription size and re-assign a participant to another project after a contract is signed (Section 3.13.4).
- Includes a description of Conditional Subscription Contracts (Section 3.13.5).
- Describes a true-up process to align program bill credit generation with REC generation, and an additional Certification requirement related to this process (Section 5.4.3).
- Clarifies that, if a Participant cancels a subscription but later re-enrolls in the program, any excess generation penalties that would have been owed had the customer not canceled its original contract would be incorporated into the next calculation of excess generation (Section 6.3.6).



**Chapter 1**

# 1 Program Overview

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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.

## 1.1 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.

## 1.2 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.

## 1.3 Program Implementation Manual

This Program Implementation Manual (PIM) contains program procedures and requirements for the Oregon Community Solar Program.

## 1.4 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”) was released upon Program launch in early 2020. The remaining unallocated capacity in the (“Second Offering”) was made available to Projects later in early 2022. For PGE and Pacific Power, the Interim Offering was equal to 50 percent of Program Capacity. For Idaho Power, the Interim Offering was equal to 100 percent of Program Capacity. In tandem with the release of the Second Offering, a series of program design modifications were made by the Commission. These include changes to bill credit rates, Participant allocation requirements, and low-income customer savings requirements, among others. These modifications apply to any Project in PGE or Pacific Power that became Pre-certified after the release date of the Second Offering. These changes do not apply to Projects in Idaho Power service area.

Any capacity remaining in the Interim Offering is rolled over to the Second Offering upon release of that additional Program capacity. If a Project that is Pre-certified under the Interim Offering withdraws or is cancelled from the Program, the re-released capacity will be rolled into the Second Offering as well. A Project that is Pre-certified under the Interim Offering and withdraws or is cancelled will not be eligible for Pre-certification under the Second Offering. A future Project that is located at the same site as that withdrawn or canceled Project and that shares a Project Manager, interconnection application, or permit with the original Project also will not be eligible for Pre-certification under the Second Offering.

In PGE and Pacific Power service territories, 25 percent of Interim Offering and 25 percent of the Second Offering capacity are reserved for Projects that meet certain eligibility requirements (“Designated Project Carve-Out”, or “Carve-Out”).<sup>1</sup>

Projects that were Pre-certified prior to the release of the Second Offering may qualify for the Designated Project Carve-Out by meeting one of the following eligibility requirements:

1. Sized less than or equal to 360 kW-AC.
2. Public or non-profit entity<sup>2</sup> Project Manager.

Projects that were Pre-certified after the release of the Second Offering may qualify for the Designated Project Carve-Out by meeting one of the following eligibility requirements:

1. **Low-Income Participation.** 50 percent of Project capacity must be reserved for low-income Participants. Upon Certification, the Program Administrator will verify that eligible low-income customers have enrolled in 50 percent or more of Project capacity.
2. **Project Manager Attributes.** The Project Manager is either a public entity, non-profit entity (as defined above), or a Renewable Energy Cooperative as defined in ORS 59.025.

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<sup>1</sup> 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.

<sup>2</sup> 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 Federally recognized Native American tribe.

3. **Small Community-Sited Projects.** An Agent partnering with the Project Manager is a Federally-recognized tribe, a public entity, or a non-profit organization (as defined above), and the Project is sized less than or equal to 360 kW-AC. The Agent must demonstrate that it has played a central role in identifying and securing the Project site. At the time of Pre-certification, the Project Manager and Agent must commit that the Agent lead outreach efforts to subscribe community members that it represents for at least 50 percent of Project Capacity (including at least 25 percent of Project Capacity to residential customers) and must submit a marketing plan describing this outreach as part of the Pre-certification application. Upon Certification, the Project Manager must attest that this requirement has been met.
4. **Underserved Community Participation.** An Agent partnering with the Project Manager is a Federally-recognized tribe, a public entity, or a non-profit organization meeting certain additional eligibility requirements.<sup>3</sup> At the time of Pre-certification, the Project Manager and Agent must commit that the Agent will lead outreach efforts to subscribe underserved community members to at least 50 percent of Project Capacity, (including at least 25 percent of Project Capacity to residential customers), must submit a marketing plan describing this outreach as part of the Pre-certification application, and must attest at the time of Certification that this requirement has been met.

The amount of Program capacity released in the Initial Offering and Second Offering, and the availability of the Designated Project Carve-Out within the Interim Offering is shown, by Utility, in Table 1.

**Table 1. Newly Added Program Capacity by Stage**

Utility	Initial Program Capacity (MW-AC)	Interim Offering (MW-AC)		Second Offering (MW-AC)	
		Total Capacity	Carve-Out Capacity	Total Capacity	Carve-Out Capacity
Portland General Electric	93.15	46.57	11.645	46.57	11.645
Pacific Power	64.60	32.30	8.075	32.30	8.075
Idaho Power	3.28	3.28	-	-	-
<b>Total</b>	<b>161.03</b>	<b>82.15</b>	<b>19.72</b>	<b>78.87</b>	<b>19.72</b>

<sup>3</sup> Non-profit organizations eligible for the Underserved Community Participation pathway must be (i) registered with the Oregon Secretary of State, Corporation Division, (ii) not be identified on the Oregon Department of Justice list of "Disqualified Charities," and (iii) have a stated mission and track record of delivering programs directly benefiting communities and individuals including, but not limited to, Black, Indigenous, and other communities of color, communities experiencing lower incomes, federally recognized Indian tribes, rural communities, coastal communities, communities with limited infrastructure, and other communities and individuals traditionally underrepresented in public processes and programs to incent and advance solar energy installations.

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 there is insufficient capacity to accommodate a Project within the Initial Program Capacity Tier, the Project will be added to a waitlist. If Projects accepted for Pre-certification are cancelled or withdrawn, the applications on the waitlist will be processed based on their order in the queue. In the event of the release of additional capacity, allocation will be made available to eligible waitlisted Projects 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 whether they would like to proceed 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 Initial Program Capacity may be subject to different Bill Credit Rates or other requirements that impact the economics or other factors of Projects in the queue.

## 1.5 Project Manager and Subscription Manager Capacity Limits

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 or Subscription Manager. The following sections describe limits in place during different capacity tiers.

Project Manager entities under a single ownership structure are considered a single Project Manager for the purposes of the Project Manager cap. This includes entities that are considered subsidiaries of, or majority owned by a single parent company.

A Subscription Manager, if it is not the Project Manager itself, is the Agent designated by the Project Manager as being primarily responsible for conducting customer acquisition for a Project.

### 1.5.1 Interim Offering

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 allocations or modifications.

**Table 2. Interim Offering Project Manager Cap by Utility**

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

### 1.5.2 Second Offering

For the Second Offering, capacity limits will also be applied to Subscription Managers to support customer choice within the Program. A single Project Manager or Subscription Manager may not reserve or service more than 50 percent of the Second Offering capacity available in PGE or Pacific Power service territories, as shown in Table 3.

Project Manager and Subscription Manager entities under a single ownership structure will be considered a single Project Manager or Subscription Manager for the purposes of the cap.

**Table 3. Second Offering Project Manager Cap by Utility**

Utility	Project Manager and Subscription Manager Maximum Capacity (MW-AC)
Portland General Electric	23.288
Pacific Power	16.15
Idaho Power	N/A

Attempts to disguise a Project's Subscription Manager or to misrepresent a Project as being marketed and subscribed separately from others with the intent to maximize the share of capacity a Subscription Manager represents may be grounds for the denial of a Pre-certification request, or for additional penalties under the Program's Disciplinary Probation process. Additionally, Project Amendments requested after Pre-certification that include a change in Subscription Manager may be denied if that request would result in that Subscription Manager representing more than the permitted capacity amount.

The Program Administrator may use context and discretion to determine whether Projects are being marketed to customers as part of the same Project portfolio and may take this information into account in providing Pre-certification recommendations to the Commission. This context will include, for example, known information about Project Managers and their Agents, and the marketing and outreach plans of other known Projects.

## 1.6 Program Definitions

**Agent:** An entity which has entered into an agreement with a Project Manager to fulfill some portion of the duties and responsibilities of the Project Manager for a specific Project or to act on behalf of the Project, and that is listed by the Project Manager as such on the Program platform.

**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 in April and ends in March of the following year.

**Avoided Cost Rate:** The incremental costs to an electric Utility of electric energy or capacity or both which, but for the purchase from the qualifying facility or qualifying facilities, such 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. Each year within the Interim Offering, the Commission will adopt new Bill Credit Rates based on the updated residential retail rates filed by the utilities by January 1st of each year. Bill Credit Rates may also vary for Projects Pre-certified under the Interim Offering and Second Offering. The Bill Credit Rates will be posted to Oregon Community Solar website and in OPUC docket UM 1930. The Bill Credit Rate in effect at the time of Pre-certification will apply to a Project for a term no less than the term of the Project's Community Solar Power Purchase Agreement.

**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 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](http://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.

**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 Initial Program Capacity is reserved for Projects that meet certain additional eligibility requirements. These requirements differ for Projects that are Pre-certified under the Interim Offering and Second Offering.



**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 its 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 as defined by Oregon Law, or federally recognized Indian Tribe.

**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 expressed in \$/kW-AC per month. Low-income customer subscriptions are exempt from Program Fees.

**Project Certification:** Approval of a Project by the Commission as being scheduled within six months of achieving commercial operations and having enrolled enough Participants to meet Program requirements.

**Project Pre-certification:** Approval of a Project by the Program Administrator or 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 state renewable energy markets.

**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.

**Second Offering:** The remainder of the Initial Program Capacity Tier comprised of 50 percent of the Initial Program Capacity Tier allocated to Portland General Electric and Pacific Power.

**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 the designated Utility identifiers used to manage Program participation, including a customer account number, one or multiple meter numbers, and a Utility site or service identifier. 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 include all meters serving that site that are associated with the customer's account and that have the same designated site or service number. A subscription 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 Manager:** The Agent designated by the Project Manager as being primarily responsible for conducting customer outreach and acquisition for a Project.

**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](http://www.oregoncsp.org).

Program Administrator Contact Information:  
[administrator@oregoncsp.org](mailto:administrator@oregoncsp.org) or call 1-800-481-0510

**Chapter 2**

# 2 Project Managers

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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.

## 2.1 Project Managers

### 2.1.1 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.

### 2.1.2 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 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 (“Agents”) 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.

### **2.1.3 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 1: Program Overview.

## **2.2 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, it should contact the Program Administrator at [administrator@oregoncsp.org](mailto: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](http://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](http://www.oregoncsp.org/p/RegistrationProcedure).

### 2.2.1 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 Agents, 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.
- If a Project Manager currently lacks general liability insurance and would need to obtain this at cost prior to Registration, it may request permission from the Program Administrator to Register without submitting insurance. If granted, the Project Manager would be required to provide insurance documentation prior to submitting a Pre-certification application.
- A form for requesting this certificate from your insurer is available at [www.oregoncsp.org/p/RegistrationProcedure](http://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](http://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 (a fiscal sponsor may provide a W-9 on behalf of a Project Manager if appropriate)
- Certificate(s) of insurance listing Cohen Ventures, Inc. dba Energy Solutions as additional insured and Energy Trust of Oregon as a certificate holder, or a request to delay this requirement until Pre-certification.

## 2.2.2 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.

### **2.2.3 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.

### **2.2.4 Website listing**

Once a Project Manager has been registered, it 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](http://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](mailto:administrator@oregoncsp.org) or following the Project revision instructions described in Chapter 4: Project Pre-certification.

## 2.3 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.

### 2.3.1 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, it is 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, it 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. In a case where ownership of the underlying solar asset is transferred but the Project Manager entity stays the same, the Project Manager must inform the Program Administrator of the change but advance notice is not required.



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](mailto: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](http://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.

## 2.4 Complaints and Dispute Resolution

Any Participant complaints pertaining to a Project, Project Manager, or Agent 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.

### 2.4.1 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](mailto:info@oregoncsp.org). The following information should be provided when contacting the Program Administrator:

- Business name of the Project Manager or Agent.
- 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 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).

Project Managers seeking to resolve disputes related to the Community Solar Program may use the contested case process, OAR 860-001-000, et seq., to resolve disputes that are:

- between multiple Project Managers;
- between a Project Manager and an electric company; or
- between a Project Manager and OPUC Staff, Program Administrator, or Low-Income Facilitator.

Additional processes, such as declaratory rulings in OAR 860-001-0000 or alternative dispute resolution in OAR 860-002-0000, are also available to Project Managers in resolving issues.

### **2.4.2 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, it 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](http://www.oregoncsp.org) under Project Manager Resources.

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

## **2.5 Restrictions on Marketing Projects Prior to Pre-certification**

Project Managers and their 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 a Subscription 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 as an Agent should not conduct outreach, marketing or advertising about specific Projects. If an organization wants to promote a proposed or Pre-certified Project, it should engage with the Project Manager and be added to the Project Manager's account as a community outreach partner or other type of Agent.

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. Additionally, these restrictions are not intended to limit cases where Participant-owned Projects must collect funds from prospective Participant-owners to pay for early-stage development activities prior to Pre-certification.

## 2.6 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 and their Agents 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 and their Agents 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.

### **2.6.1 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.

### **2.6.2 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 as well as the staff of their Agents adhere to the same standards required of the Project Manager as set out in this Code.
- c. If a Project Manager uses any 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 its 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. Project Managers must document the provision of this Code to all Agents and be able to provide this upon request to the Program Administrator.

### **2.6.3 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: "This organization is operating under the Oregon Community Solar Program. The Oregon Community Solar Program is a state-enabled initiative overseen by the Oregon Public Utility Commission and implemented by Energy Solutions, The Energy Trust of Oregon, and Community Energy Project, and [Portland General Electric / Pacific Power / Idaho Power].<sup>4</sup> The Program provides resources and Certification for its Project Managers

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<sup>4</sup> Project Managers must identify one Utility or a combination of utilities if marketing across multiple territories.

- (PMs) but does not promote any individual PM or PM affiliated organization. For more information about the Program, call 1-800-481-0510 or email [info@oregoncsp.org](mailto:info@oregoncsp.org)"
- 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. Representatives marketing subscriptions door-to-door on behalf of a Project must make written collateral available to customers about the Program that includes the Program-approved marketing disclaimer.
  - f. All Project Manager or Agent representatives marketing subscriptions to customers on behalf of a Project Manager must view the required customer engagement training materials posted online at [oregoncsp.org](http://oregoncsp.org).
  - g. 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.
  - h. All claims (defined as statements about something, what it is or what it can do) must be supported by objective evidence.
  - i. 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.
  - j. Prices and discounts 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.
  - k. 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.
  - l. 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.
  - m. 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.

- n. 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.
- o. 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.
- p. 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.
- q. 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 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.

#### **2.6.4 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 Agent'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 information and documents provided.
  - If documents and information 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 does not understand or 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 inform customers of the availability of greater savings for eligible low-income customers, which may be satisfied by providing materials including the approved marketing disclaimer.
- j. Project Managers and their Agents shall provide a copy of this Code to customers upon request.
- k. Project Managers are responsible for ensuring that its 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.

### 2.6.5 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. If a Project Manager or Agent collects this consent during the process of contracting with a Participant or adding a Participant to a waitlist, granting such consent must be optional and the customer must affirmatively select an option that allows this. 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. 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 this information may not be shared with entities that are not also Agents of the Program Manager.
- ~~b.c.~~ 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.
- ~~e.d.~~ 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.e.~~ e. 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.f. 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.

## 2.6.6 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. Project Managers must make good-faith efforts to serve and contract with non-English speaking customers referred by the Low-Income Facilitator and may use interpretation services provided by the Program for this purpose if needed.
- j. 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 (Monday through Friday, excluding federal holidays) of signing the contract.
- k. Project Managers must retain signed copies of all Participant contracts, and must share these contracts with the Program Administrator upon request. The Program Administrator may conduct periodic audits of Participant contracts.

## 2.7 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.

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.

The Project Manager must provide any information the Program Administrator or Staff reasonably determines is necessary to investigate issues and make decisions regarding Project Manager participation and status in the Program as required by Oregon Administrative Rules Chapter 860, Division 88.

### 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.

### **2.7.1 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.

### **2.7.2 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.

## 2.8 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.

### 2.8.1 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.

### 2.8.2 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.

## 2.9 Revocation of Pre-certification or Certification

As laid out in Oregon Administrative Rules Chapter 860, Division 88, the Commission may, after reasonable notice and opportunity for hearing consistent with ORS 183.310(2)(a) and ORS 183.415, revoke the Pre-certification or Certification of a Project and/or registration of a Project Manager.

## Chapter 3

# 3 Requirements

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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.”

## 3.1 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.

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.

## 3.2 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 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, Beavercreek, 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.

### 3.3 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.

### 3.4 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.

### 3.5 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.

**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.

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 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.

### 3.6 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 System Impact Study in the Utility interconnection process study, or passing a Fast Track screening process.

In the Interim Offering, 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](http://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. 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.**

A project that is reduced in size to comply with Community Solar Project size limits must still comply with all Utility interconnection procedures, and subject to those procedures may need to reapply for interconnection.

- c. Projects must not have an existing Qualifying Facility (QF) Power Purchase Agreement (PPA) with a Utility upon Pre-certification.**

Projects that wish to participate in the Oregon Community Solar Program must not have an existing QF PPA in place. A new Community Solar PPA is required for unsubscribed power payments. For more information on unsubscribed power payments, see Chapter 6: Project Participation and Billing.

### 3.7 Agents

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

- Project Owner(s).
- Subscription manager.
- Construction contractor.
- Designer/engineering contractor.
- Operations and Maintenance (O&M) provider.
- 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. The roster of Agents associated with a Project may be revised after a Project is Pre-certified prior and must be kept up to date.



If a Project Manager is working with an Agent in a manner that qualifies a Project for the Designated Project Carve-out, that Agent must be listed at the time of Pre-certification application.

### 3.8 Registration of Renewable Energy Certificates (RECs)

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 state renewable energy markets.

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.

**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.

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.

### 3.9 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.
- In the Interim Offering: No more than 50 percent of the Project's capacity is owned or leased by large commercial, industrial or irrigation Participants.
- In the Second Offering: No more than 50 percent of the Project's capacity is owned or leased by non-residential 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.

### 3.10 Customer Acquisition and Marketing

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

**PROGRAM-APPROVED MARKETING DISCLAIMER:**

This organization is operating under the Oregon Community Solar Program. The Oregon Community Solar Program is a state-enabled initiative overseen by the Oregon Public Utility Commission and implemented by Energy Solutions, Energy Trust of Oregon, Community Energy Project, and [Portland General Electric / Pacific Power / Idaho Power].<sup>5</sup> The Program provides resources and Certification for its Project Managers (PMs) but does not promote any individual PM or PM affiliated organization.

<sup>5</sup> Project Managers must identify one Utility or a combination of utilities if marketing across multiple territories.

Eligible low-income customers may qualify for additional savings and can learn more by visiting [www.oregoncsp.org/li](http://www.oregoncsp.org/li) or by contacting the Program.

For more information about the Program, call 1-800-481-0510 or email [info@oregoncsp.org](mailto:info@oregoncsp.org)

**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 will be used with different types or groups of customers. Guidance on developing an acquisition and marketing plan is available on the Program website, [www.oregoncsp.org](http://www.oregoncsp.org), under Project Manager Resources.

The Program Administrator will review these plans at the time of Pre-certification and may request additional detail, particularly if the Project is applying to the Designated Project Carve-out and will be working with an Agent to perform community outreach.

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](http://www.oregoncsp.org), under Project Manager Resources.

### 3.11 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**

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

$\text{Size}_{\text{kW}}$  = Size of the subscription in kW-AC

$\text{Price}_{\text{kW}}$  = \$/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)

$\text{Price}_{\text{kWh}} =$  \$/kWh to be charged to the Participant each month

$\text{Annual Rate Increase} =$  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.

**b. Payment of Program Fees**

Program Fees reflect the administrative effort of the Program Administrator and Utility that is required to administer the Oregon Community Solar Program. Program Fees may be updated annually and are based on the size of each subscription (\$/kW-AC per month). Low-income subscriptions are exempt from Program Fees.

Program Fees may be reflected on the Participant's Utility bill or, if requested by the Project Manager and the relevant Utility is able to accommodate this, may be paid directly by the Project Manager for the amount of non-low-income capacity subscribed for the Project on a monthly basis. Project Managers that elect to pay Program Fees on behalf of their Participants for a given Project will receive an Oregon Community Solar Program Fee charge on the Utility bill for the Project's retail account. Payment of Program Fees by the Project Manager are applied at the Project level. That is, it applies to all Participants subscribed to a Project throughout each Participant's contract term and may not be changed at a later date. Payment of Program Fees by the Project Manager must receive prior approval by the Program Administrator and may not be available in all Utility territories.

**c. Alternative On-Bill Models**

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.

### 3.12 Special Project Designations

#### 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. **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 Agents 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 Agents 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.**

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.

### 3.13 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.

For residential customers, Project Managers or their Agents may only sign contracts with Participants that are based on templates provided by the Program, such as the Subscription Agreement template and the Conditional Subscription Contract template. All terms and conditions related to the customer’s participation must be included in the Subscription Agreement. This does not prohibit Project Managers or their Agents from contracting with Participants to provide products or services unrelated to community solar, provided that these agreements do not otherwise contradict Program rules or PIM requirements.

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.

The specific contract requirements below have been modified since the launch of the Program. Subscription Agreements that were signed prior to these modifications and that conformed to the requirements in effect at the time remain valid in the Program and do not need to be updated. The modified terms below do not apply retroactively to any previously signed contracts; these terms must be included in the contract signed by the Participant to be valid.

**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 you~~ receive from ~~their electric Utility your utility~~ for the electricity generated by ~~their your~~ Subscription. The Bill Credit Rate is ~~set by~~ the ~~value OPUC and is~~ used to calculate ~~a Participant’s your total~~ 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 maximum Program Fee (\$/kW-AC) (if applicable); 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 and a Participant has been enrolled in the Program for the full 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. If necessary, 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. Contract Changes**

- Disclose that the Project Manager may make adjustments to the Participant's Subscription size without the customer's prior approval.
- Disclose that the Project Manager may reassign the Participant to another Project that offers the same benefits, charges, and terms without the customer's prior approval.
- Describe how the Project Manager will issue a revised contract document to the Participant if they are assigned to a new project or if their Subscription size is adjusted to a value that is more than 25% greater or less than the size reflected in the current contract.
- Disclose that, upon being issued a revised contract document, a Participant may refuse the change within three business days, and conditions for cancelling their contract.
- Affirm that any other changes to contract would require the Participant's written consent.

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

### **d.e. 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 its Subscription. Fees associated with changing the size of a Subscription (whether due to relocation or otherwise) are addressed below.

### **e.f. 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.g. 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 its account at the time of early termination, it will be forfeited and donated to the Utility's low-income programs.

#### **g.h. Utility disconnection and non-payment**

- In the event of any non-payment by a non-low-income Participant, 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. As subscription charges will be paid in full regardless of whether a low-income participant pays their bill, penalties related to non-payment do not need to be discussed.
- Clear instructions for procedures in the case of Utility disconnection at a customer account must be disclosed, including any penalties.

- If the Project Manager intends to collect the final month of Subscription charges for Participants that have ended their Utility service, the Project Manager must disclose its off-bill method for doing so (as the Participant's final bill may not include these charges).
- 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.
- Project Managers may not charge low-income customers subscription payment late fees or a penalty for Utility disconnection or related contract termination.

#### **h.i. Changing the size of a Subscription**

- Explain the circumstances under which a Participant may change the size of its 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 its new site uses less electricity annually than the Subscription generates, or if the low-income Participant reduces its subscription to avoid oversubscription

#### **h.j. Explanation of the concept of renewable energy credits**

- ~~“Renewable energy reduces greenhouse gas emissions by displacing emitting generation on the electricity grid. A Project is will produce Renewable Energy Certificate (REC) represents Certificates (RECs), then the Project Manager must include the following language in the contract:~~

~~“You will own rights to these greenhouse gas emission reduction attributes, plus all other non-power the environmental benefits associated with the generation your subscription. This Project will produce Renewable Energy Certificates (RECs), which represent the rights to the environmental benefits 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 Your Project Manager will retire the RECsthe RECs on your behalf. This allows you to make environmental 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 its~~

~~Subscription. The Participant may not sell or transfer these RECs, except as part of the transfer or reassignment of its Subscription to another customer energy.~~"

- 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."~~

~~"You will own rights to the environmental benefits associated with your subscription. This project will not produce Renewable Energy Certificates (RECs), which are often used as a legal instrument representing the rights to the environmental benefits of renewable energy. This size of this project is small enough that your Project Manager is not required to register and track RECs."~~

#### **j-k. 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 its Subscription eligibility, applying bill credits owed to Participants, collecting and remitting Subscription payments owed by Participants to the Program Administrator (for distribution 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; and b) indicate the frequency and method by which it 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~~Contact 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~~for both the Project Manager ~~is unable to resolve, you should contact~~and 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.”~~must be provided here, if not provided elsewhere in the contract.
- The Project Manager's dispute resolution process must be clearly described. If a contract requires mandatory arbitration, it must be clearly disclosed. Mandatory arbitration may only be used for disputes related to terms in a Participant's contract that are not governed by Program rules. All disputes regarding Program rules must be addressed through the Program's dispute resolution process.
- 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. Low-Income Participants must be given a general right to cancel the contract without penalty.
- **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](http://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 the 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](http://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.

### **3. Restrictions on Agent Subscription Models**

Project Managers and their agents, including Subscription Managers, may not utilize an Agent Subscription Model to enroll and manage Participants in the Oregon Community Solar Program.

For the purpose of this restriction, an Agent Subscription Model is an agreement that allows the Project Manager, Subscription Manager, or other Agent to do one or more of the following:

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

### **4. Permissible Modifications to Participant Contracts After Execution**

Project Managers and their Agents, including Subscription Managers, may make certain modifications to a Participant's Subscription after it is signed by the Participant without requiring explicit approval from the Participant, provided that the contract signed by the Participant allowed these changes. This flexibility is included in the standard contracting templates currently available to Project Managers on the program website.

Changes that are permitted, provided they are allowed in the contract signed by the Participant, include:

1. Determining the initial size of a Participant's subscription;
2. Adjusting the size of a Participant's subscription; and
3. Transferring a Participant's subscription from one project to another, so long as all other contractual terms and pricing remain unchanged.

While a Project Manager or Agent may make these changes after contract execution without explicit approval from the Participant. When such a change is made, the Project Manager must promptly update the Participant's subscription information on the Program platform.

The Project Manager or its Agent must provide notice to the Participant of the change along with a revised and updated contract without delay if one of the following conditions are met:

1. A Participant's subscription size is initially determined, after signing a contract that did not include a subscription size.
2. A residential Participant's subscription size is adjusted to a value greater than 125% or less than 75% of the subscription size in the contract most recently provided to the Participant.
3. A Participant is reassigned from one project to another.

## **5. Conditional Subscription Contracts**

If a Project Manager or Subscription Manager representing one or more Pre-certified or Certified Projects does not have capacity remaining to offer to a potential Participant, the Project Manager or Subscription Manager may sign a Conditional Subscription Contract with that Participant. This Conditional Subscription Contract would allow the Project Manager or Subscription Manager to enroll a Participant in a Pre-certified or Certified project once capacity becomes available. Project Managers and Subscription Managers may not sign Conditional Subscription Contracts if they do not represent at least one Pre-certified or Certified project. The following requirements apply to Conditional Subscription Contracts:

- Any Subscription Manager utilizing Conditional Subscription Contract must register as a Project Manager with the Program, ensuring that all activities are covered by the Program Code of Conduct. If a Subscription Manager registers as a Project Manager for this sole purpose, the Program Administrator may waive the insurance requirement associated with Registration.
- All Conditional Subscription Contracts must utilize the Program's standard template for these agreements, and must also include a copy of the Subscription Agreement that would govern the Participant's subscription once enrolled in the Program. This template includes an advisory to Participants of the general waitlist for Low-Income Participants that is maintained by the Low-Income Facilitator.
- Every three months, the Project Manager or Subscription Manager must communicate to Participants their place in the waitlist.
- When enrolling a Participant that has signed a Conditional Subscription Contract in a Project, the Project Manager or Subscription Manager must provide the Participant with a completed and updated Subscription Agreement and must also provide five business days (excluding holidays) in advance of that agreement becoming effective. The Participant must have the option to opt-out of the agreement during this period.
- Participants may join multiple waitlists and cannot be prevented from signing Conditional Subscriptions Contracts with unrelated projects.
- Participants who sign Conditional Subscription Contracts may cancel their contract at any time prior to being enrolled in a Project, and may not be charged any fee for canceling their agreement before being assigned to a Project, for opting-out of being assigned to a Project, or for terminating their Subscription Agreement after being assigned to a Project.
- Project Managers and Subscription Managers may not sign more Conditional Subscription Contracts than would be necessary to enroll twenty-five percent of the total Pre-certified and Certified Project capacity represented by that Project Manager or Subscription Manager.



### 3.14 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~~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 its Subscription appropriately. The Program Administrator will verify Participant eligibility as Participants 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 its 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 its 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.

For Projects Pre-certified in the Interim Offering, 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 that share a school district.

The following are not considered customer affiliates in the Interim Offering:

- 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.

For Projects Pre-certified in the Second Offering, Customer affiliates include:

- Different locations of the same business.
- Different franchise locations with the same ownership.
- Different locations, divisions, or bureaus of a government entity.
- Different buildings or campuses of a college or university.
- Different schools that share a school district.
- Sites associated with the same customer Utility account number.

#### 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 after 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 its 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 its 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](http://www.oregoncsp.org), under Project Manager Resources.
  - As an alternative, the customer may provide its 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.** In the Initial Program Capacity, 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](http://www.oregoncsp.org), under Project Manager Resources.

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

## 3.15 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](http://www.oregoncsp.org), under Low-Income 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 and Second 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.

To fulfill this capacity requirement, a Project may enroll individual low-income households or an affordable housing provider that directly pays for the residential electricity costs of eligible low-income households.

The following conditions apply to affordable housing provider enrollment that counts towards a Project's low-income capacity requirement:

- If a tenant moves out of the participating site, the subscription will stay with the housing provider, not the tenant.
- The housing provider must identify the low-income customers on whose behalf they are participating, by name and housing unit, to the Low-Income Facilitator.
- A portion of any financial savings that result from the subscription must be directly provided to the low-income households residing in the participating site.
  - For Projects Pre-certified in the Interim Offering, the low-income household must receive at least 75 percent of the financial savings resulting from the subscription.
  - For Projects Pre-certified in the Second Offering, the low-income household must receive at least 87.5 percent of the financial savings resulting from the subscription (providing the same net benefit to the housing provider as in the Interim Offering).
- The Project Manager and housing provider must provide an acceptable proposal to the Program Administrator regarding their plans to distribute these payments to residents. Documentation of the distribution of payments must be reported to the Program

Administrator on an annual basis or more frequently if requested by the Program Administrator.

- The housing provider and Project Manager must educate the low-income beneficiaries about community solar, the Project, how they benefit, and how to sign up with the Low-Income Facilitator for another Project if they move.

For Projects Pre-certified in the Interim Offering, there are no restrictions on the share of the low-income capacity requirement that may be met via affordable housing provider participation.

For Projects Pre-certified in the Second Offering, at least half of the minimum required low-income capacity, or 5 percent of total Project capacity, must be subscribed by individual low-income households where the resident holds the electric account. This requirement may be waived if the Project Manager receives written permission from the Program Administrator. This permission may be granted if the Project Manager has asked the Low-Income Facilitator to conduct customer recruitment with adequate notice and the Low-Income Facilitator is not able to provide recruited customers on a timeline allowing the Project to proceed, or where circumstances unique to the Project warrant an exemption. The Low-Income Facilitator must be provided at least six month's notice to conduct low-income recruitment before this permission is granted, and will provide additional detail and requirements on this process on the Program website.

### 3. Low-income customer recruitment

#### LOW-INCOME CUSTOMER RECRUITMENT

Recruitment is the process that begins with marketing and customer education and results in an interested customer providing its 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.

- **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 it applies 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. If the Program Administrator determines that the specific terms of a Project Manager's customer agreements or practices may cause harm to low-income customers, it may require modifications before the Low-Income Facilitator will refer customers to the Project. If this should occur, the Program Administrator will provide detail on the Project Manager Resources section of the Program website to provide reference and transparency to all Project Managers.

- **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](http://www.oregoncsp.org), under Project Manager Resources.

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. All low-income subscriptions must be a production-based on-bill payment model in order to retain the minimum subscription discount on a monthly basis.

- **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 in the Interim Offering, and of at least 40 percent in the Second Offering.**

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.

- **Late fees are not permitted to be levied on low-income Participants.**  
Projects Managers may not charge low-income Participants late fees for Subscription payments that are past due.
- **Project Managers may request a waiver from the requirement that low-income Participants receive the required 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](http://www.oregoncsp.org), under Project Manager Resources. Requests for a waiver should be submitted to the Program Administrator on the Community Solar Program Platform.

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. The final decision-making authority for all waiver requests rests with the Commission as part of Project Pre-certification. This authority may be delegated to the Program Administrator in certain instances as described in Section 4.5.4: Delegation of Agency Review and Approval.

### **3.16 Waiver Process**

The Program Administrator may recommend a waiver of any PIM provision on a case-by-case basis as part of the Commission's decision on Pre-certification, Certification, major Project amendment, or other decision reserved to the Commission. Any recommended waiver would be subject to approval by the Oregon Public Utility Commission at the time of Project Pre-certification or Certification, and this authority may be delegated to the Program Administrator in certain instances as described in Section 4.5.4: Delegation of Agency Review and Approval.



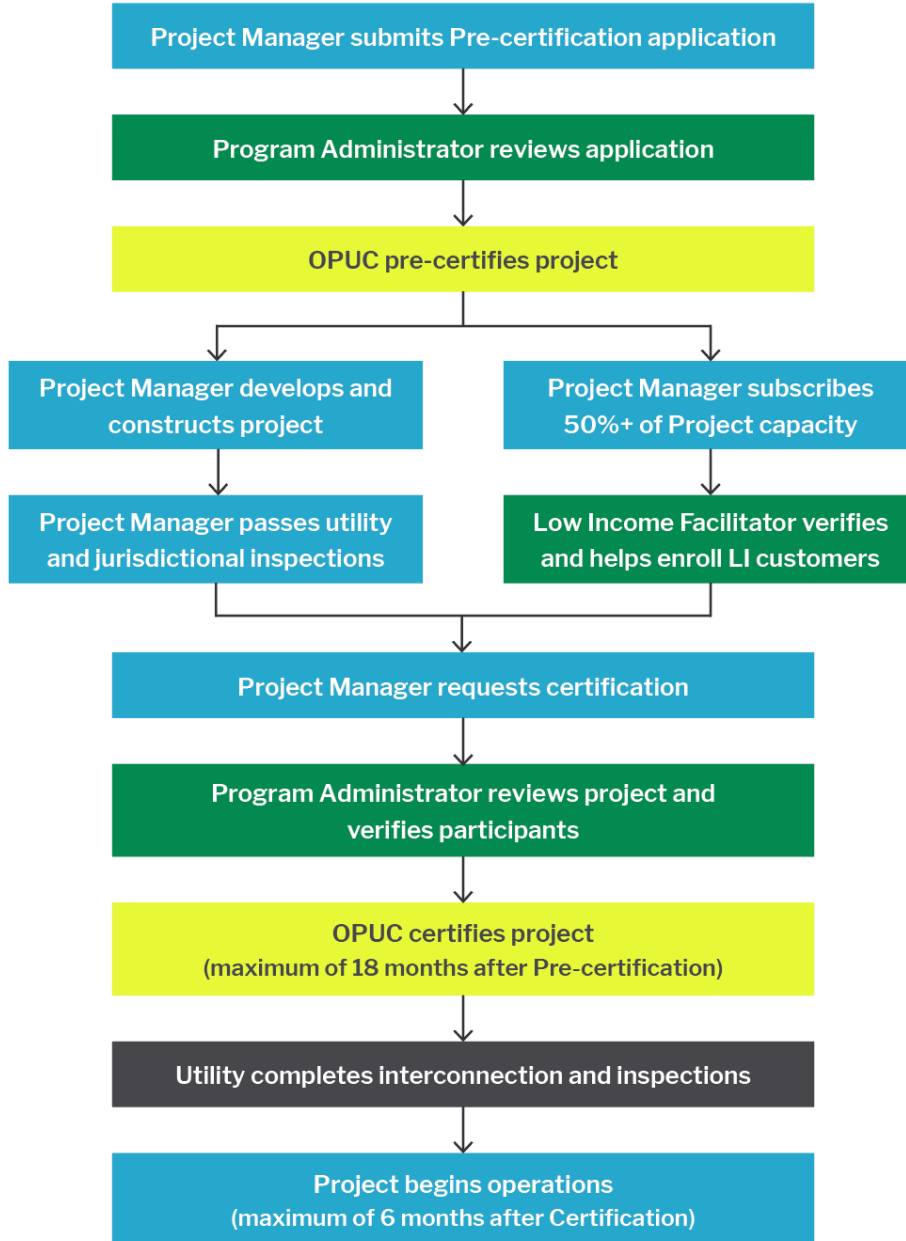
**Chapter 4**

# 4 Project Pre-certification

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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, or by the Project Manager.

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](http://www.oregoncsp.org), under Project Manager Resources.

## 4.1 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 the Project is cancelled or withdrawn before becoming Pre-certified.
- 50 percent of the deposit shall be refunded to the Project Manager if the Project is cancelled after Pre-certification and before Certification.
- 0 percent of the deposit shall be refunded to the Project Manager if the Project is Certified.

## 4.2 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.

## 4.3 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](http://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, it agrees to allow the Program to post certain Project-level information on the website.

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.

#### 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.”

## 4.4 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 (\*).

### 1. Primary Project roles and contact information.

#### a. Project Manager business name and website.\*

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

#### b. Project Owner contact information, if different from Project Manager.

#### c. Subscription Manager contact information, if different from Project Manager.

#### d. Basic Project and site information.

- Total Project capacity (AC).\*
- 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).

#### e. Business name and contact information for Agents.

- 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.

**f. Subscription information. (Information on at least one 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”), it 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, it must provide an additional written request and justification, to be reviewed and approved by the utilities and the Program Administrator.\*

**g. 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).

**h. 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).

**i. Customer acquisition and marketing plans.**

- Customer acquisition and marketing plan.
- Low-income Recruitment Plan.

**j. 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).

**k. 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 a 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.
- In the Interim Offering, 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).

**l. 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).

**m. 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.

**n. 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).

**o. 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).

**p. Customer Information Non-Disclosure Agreement (PGE Service Area).**

Projects in PGE service area must provide a Program-provided signed agreement relating to the confidentiality of customer Utility account information provided to them via the Program platform. The Program Administrator will share this document with PGE for their information. Projects in Pacific Power or Idaho Power do not need to provide this agreement but remain bound by the relevant terms included in the Program Code of Conduct.

**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).
- Customer Information Non-Disclosure Agreement (PGE service area only)
- Insurance documentation attached to Project Manager Registration.

## 4.5 Application Review and Pre-certification Process

### 4.5.1 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.

***Preliminary screening timeframe (approximate): 2 business days***

### 4.5.2 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.

***Project review timeframe (approximate): 10 business days, with exceptions\****

\*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.

### **4.5.3 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.

The Program Administrator at its discretion may also recommend that a Project be granted conditional Pre-certification, whereby the Program Administrator will recommend specific criteria to be met by the Project Manager as a condition of Pre-certification and the time frame for doing so. Assuming the Commission grants the conditional Pre-certification, the Project Manager must submit documentation of compliance with the conditions of Pre-certification to the Program Administrator in the time provided or seek an extension with the Commission.

When a Project demonstrates compliance with the Pre-certification condition to the Program Administrator's satisfaction, the Project may act as any other Pre-certified Project building toward final Project Certification. If the Project is unable to meet the conditional criteria for Pre-certification the Program Administrator will recommend the Project be rejected by the Commission and OPUC Staff will present this recommendation as a regular agenda item at a public meeting.

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.

***Agency approval timeframe (approximate): 10–20 business days, (inclusive of the public meeting)***

#### **4.5.4 Delegation of Agency Review and Approval**

The Commission may delegate its authority to approve Project Pre-certification requests and other certain Program approvals to the Program Administrator. Delegation may occur in instances where the Program Administrator and OPUC Staff feel a request is largely procedural and where stakeholders have not raised objections when given the opportunity to do so. In addition to Pre-certification requests, delegation of certain authorities to the Program Administrator may also be used to address non-controversial requests for conditional Pre-certification, Operation deadline extension requests, Project Amendments, or Project Waivers.

This delegated process would be used in instances such as:

- The Program Administrator is recommending a Project Pre-certification without any reservations, waivers, conditions, or concerns.
- The Program Administrator is recommending approval of a Waiver, conditional Pre-certification, or Extension request that is line with a prior approval previously granted by the Commission.
- The Program Administrator and OPUC Staff otherwise believe that a request is non-controversial and largely procedural.

In cases like these, OPUC Staff and the Program Administrator will post a Project recommendation to the Community Solar program implementation docket with a comment period of two weeks from the posting date. Stakeholders may file comments to the same docket in opposition of the recommendation. If no comments in opposition are received prior to the effective date, the recommendation becomes binding and goes into effect. If comments in opposition are received prior to the effective date, the recommendation will not go into effect and the matter will be referred to the Commission for a decision at the next available public meeting.

#### **4.5.5 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.

***Corrections timeframe: Project Managers must respond to requests for corrections within 15 business days***

## 4.6 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.

### 4.6.1 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.

### 4.6.2 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.

## 4.7 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.

### 4.7.1 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  $\geq 200$  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.

If the Program Administrator determines that a Project Manager must request a Project Amendment and that not doing so may impact Participants, the Program Administrator will request that the Project Manager cease enrolling new customers while the request is pending. Failure to comply with this request or to submit a requested Project Amendment within two weeks of being informed of this requirement may be grounds for Disciplinary Probation.

### 4.7.2 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 Agents.
- 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).

### **4.7.3 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.

### **4.7.4 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 approval of Project amendment requests may be delegated to the Program Administrator in certain instances, as described in Section 4.5.4.

If approval of a Project amendment is not delegated or if a stakeholder files comments in opposition prior to the end of the effective date, 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.

*Program review timeframe (approximate): 5 business days*

*Agency approval timeframe (approximate): 10–20 business days, inclusive of the public meeting*

## 4.8 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. If a Project fails to meet its Certification or commercial operations deadline, the Program Administrator may move to cancel a Project through the disciplinary probation process.

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

# 5 Project Certification

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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 within six months of achieving commercial operations and has enrolled sufficient Participants to meet Program requirements.

## 5.1 Certification Application Steps

1. Go to the Community Solar Program Platform at [www.oregoncsp.org](http://www.oregoncsp.org) and make sure the following information reflects the Project as-built: basic Project details, Agent 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](http://www.oregoncsp.org).

## 5.2 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. Attestation of Project Management Authority.** If the Project Manager is not the signatory of the Community Solar Power Purchase Agreement, it must provide a written document attesting that it is managing the Project with the knowledge and consent of the Project Owner. The Project Manager must also confirm that it agrees to abide by the rules and regulations of the Program Implementation Manual and Code of Conduct.
- c. Attestation of Commercial Operations Schedule.** The Project Manager must provide an attestation confirming that the Project is scheduled to begin commercial operations within six months of the date of Certification.



- d. **Final construction drawings for the Project.** Final plan set that reflects the Project as it will be built and includes an electrical schematic and physical layout diagram (upload documents).
- e. **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).
- f. **Interconnection information.** An executed Utility Interconnection Agreement, as well as the status of Utility interconnection upgrades and inspection, including the estimated date of commercial operation (date must be within six months).

## 5.3 Verification and Certification Process

### 5.3.1 Participant Verification

After signing a contract with a Participant, the Project Manager will enter information regarding the Participant, its Subscription and its Utility information to the Community Solar Program Platform at [www.oregoncsp.org](http://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 Participants 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.

***Participant verification timeframe (approximate): 5 business days, with exceptions\****

\*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.

### **5.3.2 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.

*Agency approval timeframe (approximate): 15-25 business days*

### **5.3.3 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.

## **5.4 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.

### **5.4.1 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:

- Documentation from the Utility confirming that Project's Commercial Operation Date.
- 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, it must request an extension from the Oregon Public Utility Commission. If a Project's commercial operations deadline passes and it has not secured an extension, the Program Administrator may move to cancel a Project through the disciplinary probation process.

#### **5.4.2 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.

The approval of commercial operation deadline extension requests may be delegated to the Program Administrator in certain instances as described in Section 4.5.4.

If approval of a commercial operation deadline extension request is not delegated or if a stakeholder files comments in opposition prior to the end of the comment period, the Program Administrator will submit a recommendation on the extension request to the Commission for its decision. 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.

*Agency approval timeframe (approximate): 10–20 business days, inclusive of the public meeting*

#### **5.4.3 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 or an Agent, to act on its behalf.

To register and retire RECs, the Project owner or its 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).

Due to difference between utility program metering practices and WREGIS operating procedures, there will typically be a small misalignment between the amount of project generation used as the basis for program bill credits and the amount of project generation reported to WREGIS and used as the basis for REC creation. The difference is due to the treatment of project generation consumed on-site, or station service. After each annual billing cycle, the Program Administrator will coordinate with Project Managers and WREGIS staff to true up program generation and REC reporting. To support this process, Project Managers must provide their WREGIS Generating Unit number with the Program Administrator upon request, and may in addition be required to provide WREGIS generation data. In this process, WREGIS staff will create additional RECs, identified as associated with station service, which will equal the difference between the prior year's metered program generation and the amount of generation reported to WREGIS. All RECs created through this true-up process and marked as associated with station service must be retired by Project Managers and may not be sold.

Once a year, at following this true up process and by the end of September, 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.

## 5.5 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.

## 5.6 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**

# 6 Project Participation and Billing

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

## 6.1 Participating in a Community Solar Project

### 6.1.1 Clearinghouse and Participant Initiation

The Clearinghouse is a central location within the Program website at [www.oregoncsp.org](http://www.oregoncsp.org) where prospective Participants can compare community solar Projects and begin the process of requesting information from different Project Managers.

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](http://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 a Participant has signed up for a subscription before the Project is energized and is verified by the Program Administrator, 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 its first month.

If a Participant is assigned to a Project that is already operational, the Participant's subscription may begin on the first day of the month it is verified by the Program Administrator. If a Project Manager wants to request an off-bill subscription payment, it must submit a request outlined in *Chapter 3: Project Requirements*.

## 6.2 Data Exchanged Between Program Administrator and Utility

### 6.2.1 Before a Participant Signs Up for a Subscription:

When a Participant initially signs up for the Program, its maximum subscription size will be based on either the last 12 months of its 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 its household size and consumption.

### 6.2.2 After a Participant Signs Up for a Subscription:

After a Participant has signed a contract with its Project Manager and has authorized the Project Manager and Program Administrator to access its 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:

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

## 6.3 Participant Utility Bill

### 6.3.1 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 associated with the Participant's share of energy production from the Project.
- b. **Monthly Bill Credit:** The current Bill Credit Rate is posted on the [www.oregoncsp.org](http://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 updated on an annual basis and posted on the [www.oregoncsp.org](http://www.oregoncsp.org) website under Project Manager Resources.
  - If the Project Manager elects to pay the Program Fees on the Participant's behalf, the Program Fee will not be reflected on the Participant's monthly Utility bill.
- 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.
- 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.

### **6.3.2 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, minus any other on-bill repayment expenses, is greater than the total amount due on the monthly Utility bill, an excess credit may appear. This excess credit may not be cashed out but will carry forward to subsequent months.

### **6.3.3 Bill Credit Allowable Offsets**

Bill credits are permitted to offset all Utility charges. For low-income Participants, bill credits will automatically offset 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.

### **6.3.4 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 may be collected on the Utility bill. For more information, see *Chapter 3: Project Requirements*.

### **6.3.5 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 fifth 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.

By the sixth business day of each month, 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 by the sixth business day of each month, the Participant will not always see the previous month's solar production on its 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 sixth business day of the month:** Participant will receive its bill credits from its subscription for the previous month.
- **Before and on the sixth business day of the month:** Participant will receive its bill credits with a one-month lag.

### 6.3.6 Annual Bill Credit Reconciliation

It is expected that in some months the Participant's actual energy consumption may be less than its 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.

Every April a reconciliation will be performed for active Program Participants that have been enrolled in the Program for a full annual billing cycle. This reconciliation will not be conducted for Participants with only a partial year of Program billing history. For Participants with a full year of Program billing history, -a comparison of the actual kWh credited from the subscription will be made against actual kWh electricity used at the site based on the previous twelve months. If a Participant cancels a contract and exits the Program but then re-enrolls in the program at a later date, the next annual bill credit reconciliation that is performed for that Participant will take into account production and consumption that occurred under their prior contract but that was never subject to an annual reconciliation. For example, if a Participant enrolls in the Program but cancels their subscription prior to the annual reconciliation period and has incurred an oversubscription of 200 kWh to date, the 200 kWh oversubscription will be added to the calculation at the next eligible annual true up after re-enrolling in the Program. The intention of this methodology is to prevent Participants from circumventing the annual bill credit reconciliation policy.

If the reconciliation finds that the subscription has generated more kWh than the site consumed during the previous twelve months, the Participant will need to repay to the Utility the value of bill credits received for the oversubscribed kWh. The amount owed will appear on the Participant's next Utility bill and will be equal to the oversubscribed kWh multiplied by the Bill Credit Rate. If the Participant has a negative balance on its bill at the time of annual reconciliation (due to excess community solar subscription bill credits or otherwise) and has

oversubscribed, the negative balance may be used to reduce the amount owed by the Participant for oversubscription, adhering to the Utility's existing payment hierarchy.

The Utility will donate the oversubscribed kWh to its low-income assistance program, valued at the as-available-avoided-cost rate. This reconciliation policy ensures that Participants' solar generation does not exceed its site's consumption and should discourage over-sizing of Participant subscriptions.

- **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, then the total cash balance owed would be  $(\$0.10/\text{kWh}) * 200 \text{ kWh}$ , which equals **\$20.00**.

## 6.4 Subscription Transfers, Cancellations, and Completed Subscriptions

Participants must notify its Project Manager if they wish to cancel or transfer its subscription to another eligible customer. The Project Manager should request Participant transfers or cancellations as soon as possible and allow thirty (30) days for any cancellation or transfer to be processed. Participant cancellations or transfers that are processed in a calendar month are effective for the full month's generation.<sup>6</sup> 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 its community solar bill credit.

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 its subscription before its contract has expired, the customer's excess bill credits will be donated to the low-income program. Any over-generation from previously cancelled Participants will also be donated to low-income programs.

<sup>6</sup> For example, if a Participant is cancelled mid-January, the cancellation is effective the first of that month, and the Participant will not receive January's generation credits.

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

If a Participant cancels its subscription mid-month the Participant is not responsible for subscription fees for that month's generation. If a Participant's capacity is not immediately transferred or replaced by a new Participant, the generation associated with the forfeited capacity will be calculated as part of the unsubscribed energy payment to the Project Manager. See section 6.6 for more information on unsubscribed energy payments.

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.

## 6.5 Failure to Provide Payment

In the event a customer does not pay its 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 a non-low income Participant does not pay its Utility bill in full, any partial payment that is received will be used to recover Utility costs and Program Fees (both Utility and Program Administrator fees) before it is applied to community solar subscription fees, per the Utilities' bill collection hierarchy. Therefore, in the event of a partial payment or non-payment by a non-low-income Participant, the Project Manager will not be paid in full for the given collection period, and outstanding subscription charges will carry over to future Utility bills until paid.

For low-income Participants only, the Utility will apply the bill credit to Community Solar subscription fees before any net savings are applied to normal Utility charges. Because a low-income Participant's monthly bill credit will always be greater than their subscription charges, the Participant will always receive net savings from the most recent month's generation and the Participant's subscription fees will always be paid in full to the Project Manager regardless of whether the Participant pays their Utility bill in full. If a low-income Participant continues to make partial payments or non-payments on their Utility bill, Project Managers will continue to be paid for subscription fees out of the value the bill credit, so long as the Participant remains an active Utility customer.

Conditions around non-payment are covered in *Chapter 3: Project Requirements*. An early terminated Participant is responsible for any off-bill penalties from its Project Manager, based on the terms in the Participant's contract and the balance of its subscription and Program fees.

## 6.6 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 kWh by day and hour for the previous month (applying the same percentage of unsubscribed power to each hour's generation).
  - The Utility 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 its share of unsubscribed energy in addition to its monthly subscription fee payments.

## 6.7 Appendix: Link Index

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**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](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>