

**US Solar Response to Consumer
Protection Proposals # 6, 7, 10, and 12**

Dear IPA,

US Solar respectfully submits this informal comment regarding the IPA's Consumer Protection Proposals # 6, 7, 10, and 12. As an active developer of community solar and other distributed generation projects under the Adjustable Block Program (ABP), we base these comments on our experience in both the ABP and in other states. We appreciate the IPA's ongoing efforts to improve the program, and to design and administer customer protection standards that are workable and not overly burdensome to subscribers.

Proposal 6: Community Solar Billing Issues – Notification and Payment Plan

We understand the concern animating this proposal, because we have on occasion experienced a utility's failure to provide a subscriber's bill credits in the proper billing month. The Proposal says a subscriber billing delay can also be caused by the utility's failure to provide "timely information from utility portals regarding the amount of subscribers' bill credits", which is true. But in many cases the utility's failure to provide the timely update is caused by the utility's failure to provide timely bill credits to the subscriber.

When the utility fails to provide a subscriber's bill credits in a given month, many community solar AVs voluntarily put a hold on their bill to the subscriber and keep the hold in place until the utility delivers those bill credits on the next monthly bill. If the utility is two or more months behind on delivering the subscriber's bill credits, that could certainly impact the subscriber's monthly budgeting plan and create dissatisfaction with the program.

If the IPA believes this is a serious problem that justifies imposing a brand new requirement on community solar AVs, we respectfully ask that it first seek to quantify the scale of the problem by asking the utilities for information regarding how many CS subscribers have experienced a late bill-credit delivery in the last 12 months (*i.e.*, where "late delivery" is defined as arriving with the subsequent month's utility bill or later).

If the number is significant, then we would agree the IPA should take action to solve the problem. But Proposal #6 as it stands is not workable or well supported, and as written seems unlikely to succeed in fully addressing the underlying concern. For example, the Proposal does nothing to establish a utility performance standard for timely delivery of utility bill credits, require utility reporting to the IPA or ABP Administrator regarding late bill-credit delivery, require utility notification to the subscriber of late bill-credit delivery, or even require the utility to notify the community solar AV of late bill-credit delivery.

For these reasons, we respectfully ask the IPA to quantify and then address the problem of late bill-credit delivery through utility-side measures like those mentioned above. At the very least, the utility should have to notify the community solar AV when (and as soon as) the utility misses a subscriber bill-credit payment, and disclose when the utility expects the late bill-credits

will be paid to the subscriber. Without the necessary information from the utility, it would be difficult for the community solar AV to provide subscribers with effective notice per Proposal 6.

We also anticipate other practical difficulties if the IPA were to implement this Proposal as written. Because utility bill statement dates can fluctuate and the community solar provider is generally not notified when the utility makes changes to that timing, more clarity would be needed regarding the Proposal's definition of "normal bill statement date" and "delayed by more than 15 days". Additionally, the use of the word "months" in this Proposal is not clear as at least one participating utility delivers bill credits based on an individual customer's billing cycle, so perhaps a more appropriate term may be "billing cycles" or "community solar production periods".

Taking a step back, this seems like a program area where customer protection may benefit from closer process integration between the utilities, the community solar AVs, and the IPA (or ABP Administrator) itself.¹ For example, one utility's bill-crediting processes and timing may be different than another, and neither is explained very clearly in the utility tariffs or the program documentation. It would thus be helpful for the utilities to provide program documentation explaining how their bill-credit delivery process works, what they view as their normal billing schedule, and how they handle various exception scenarios that may come up. It would also be helpful if they could provide a real time or "same month" report (or data transfer) to community solar AVs showing which subscribers have and have not been paid for each production month, along with the date the subscriber was paid, etc.

All told, we do not think this Proposal is ready for adoption or implementation, but we agree this is an area of concern and hope the Consumer Protection Working Group will continue researching and working on this issue.

Proposal #7: Adjusted Disclosure Form Execution Process for Community Solar for Large Commercial and Industrial Customers.

We appreciate that this Proposal modifies the current requirement and allows for a more-efficient contract formation process for large commercial and industrial subscribers. But to make the scope of the exception more clear, we respectfully ask the IPA to provide a clarified definition of "large commercial or industrial customer" for purposes of implementing this Proposal.

We also respectfully ask the IPA to consider allowing a consolidated Disclosure Form in the situation where a large commercial and industrial subscriber is entering into multiple identical subscription agreements at the same time (*i.e.*, as part of a multi-project package deal). Community Solar AVs could simply list required additional information in a table attached to the

¹ This is analogous to the situation that could occur if a utility curtails a community solar project or takes it off line for several days or longer (*e.g.*, to perform distribution system maintenance or upgrades) without providing any notice of the outage or duration to the community solar AV, making it difficult, if not impossible, for the AV to provide timely notice of the outage to project participants.

Disclosure Form, so the large commercial and/or industrial customer would only need to sign a single unified (not duplicative) legal form, as optimal and standard in other industries.

Proposal 10: Requirement to Provide a Copy of Executed Disclosure Form and Contracts to Customer

We generally support this Proposal, but respectfully request two clarifications. First, our understanding is that currently the ABP sometimes sends the Disclosure Form directly to the customer and itself receives the executed form. If that is the case, is this Proposal meant to make any material changes to that process? For purposes of clarity, it would be helpful for the Proposal to spell out any such changes, as well as to explain the role of the ABP in enabling and/or administering the Disclosure Form process.

Clearly understanding each party's role (aka scope) in the process could especially benefit new program participants, as well as help identify any gaps or inefficiencies in the Disclosure Form process. For example, if the IPA is proposing to change which party (AV or ABP) sends a certain subscriber communication, that might imply the need for a joint transition plan and hand-off protocols, etc. Any such complexities should be considered in deciding on the proposed change.

Second, a common practice across service industries is for the service provider (whether an Approved Vendor, bank, credit union, Netflix, etc.) to provide access to a customer-service web portal that the customer can visit anytime to access relevant customer-specific information and documents, etc. Under this approach, we simply email the customer a portal link whenever new documents are available for review and/or download. We think that approach is compatible with this Proposal, but for the avoidance of doubt, we respectfully request the following clarification in blue (or similar):

- After execution of the customer contract, the Approved Vendor or Designee shall provide to the customer a copy of the signed Disclosure Form, installation or subscription contract, and any other contracts or agreements that the customer signed as part of accepting the offer.
- For documents signed electronically by the customer, the Approved Vendor or Designee may provide the signed copies by email (including by emailing them a customer-specific weblink to the Approved Vendor's customer service portal that hosts the signed copies), although the Approved Vendor or Designee may choose to offer the customer the option of receiving hard copies of the signed documents instead.

Proposal 12: Community Solar Contract Requirements – Assignments

As a general matter, US Solar's standard approach to allowing subscription assignments is to have the current subscriber contact us about the proposed capacity transfer, after which we work with the proposed new subscriber (aka transferee) to confirm their interest, collect their relevant information (e.g., utility service address), provide the required Disclosure Form, and confirm whether they meet the relevant eligibility requirements. If everything checks out, we

cancel the subscription agreement with the prior subscriber and enter a subscription agreement with the new subscriber transferee.

Proposal 12 asks "Would there be any operational difficulties in following these [proposed new] requirements?" The answer for us is no, because we already provide a Disclosure Form to the proposed transferee, as we always do for new customers, whether the new customer comes to us as a transferee or not. Likewise, we already size the transferee / new customer according to the utility's sizing rules (which may sometimes require a reduction in the subscription capacity), and we apply the same eligibility standards that we do for new subscribers (consistent with the Proposal). That said, we do suggest clarifying one sentence in Proposal 12 by adding the following text in blue:

. . . A community solar provider may not apply stricter eligibility requirements to an assignee than it would apply to a new subscriber.

Thank you for your careful consideration of this matter.

Sincerely,

s/ Ross Abbey

Ross Abbey

Director, Regulatory and Legislative Affairs
United States Solar Corporation
100 N 6th St, Suite 410B
Minneapolis, MN 55403