SCHEDULE 17 COMMUNITY SOLAR - OPTIONAL

PROGRAM DESCRIPTION

In accordance with Senate Bill (SB) 1547, Division 88 of Chapter 860 of the Oregon Administrative Rules (OARs), and Oregon Public Utility Commission (Commission) Order Nos. 18-177 and 19-392, the Oregon Community Solar Program (CSP or Program) is an optional program that will provide Participants the opportunity to share in the costs and benefits associated with community solar. The Program rules and Customer participation requirements are described in detail in the Program Implementation Manual (PIM).

AVAILABLE

In all territory served by the Company.

APPLICABLE

The CSP is applicable to Customers that meet the eligibility requirements set forth in OAR 860-088-0090 and described in the PIM.

DEFINITIONS

<u>Annual Billing Period</u> – Period beginning on the first day of the April billing month and running through the close of the March billing month, unless the Company and the Program Manager agree otherwise.

<u>Community Solar Program, CSP or Program</u> – The program for the procurement of electricity by electric companies from Projects.

<u>Low-income Participant</u> – Participant meeting the low-income requirement set forth in the PIM, as identified by the Project Manager and verified by the Low-income Facilitator.

<u>Bill Credit</u> - The Company will apply a credit to each Participant's monthly utility bill in accordance with the process and calculations set forth in ORS 757.386(6), OAR 860-088-0170, and the PIM. Bill Credits will be applied to offset utility charges and participation fees. The Program Administrator will calculate the value of a Bill Credit based on the Participant's share in the total Project generation multiplied by the Project's Bill Credit Rate.

<u>Bill Credit Rate</u> – The rate, in dollars per kilowatt-hour, at which the Company provides credits to a Participant for energy produced based on Participation Interest in a Project. The Commission assigns the Bill Credit Rate to each Project at the time of Project pre-certification. A Projects' Bill Credit Rate will remain fixed for the term of the CSP Purchase Agreement.

<u>CSP Purchase Agreement</u> – The power purchase agreement between the Company and Project Manager as described in Schedule 204.

DEFINITIONS (Continued)

Participant – A subscriber or owner as defined in OAR 860-088-0010(6) and (15).

Participation Interest – A Participant's proportional share of a Project based on capacity.

<u>Program Administrator</u> – A third-party directed by the Commission to administer the CSP. The Commission has selected Energy Solutions as the Program Administrator.

<u>Program Implementation Manual or PIM</u> – The set of guidelines and requirements for implementing the CSP adopted by the Commission. The PIM can be found on the Oregon Community Solar website at https://www.oregoncsp.org/p/ProgramImplementationManual/

<u>Program Fees</u> - Program Fees include both the Program Administrator fee and the Utility Fee to administer various aspects of the CSP. Program Fees are added to a Participant's monthly bill and are expressed in \$/kW-AC per month. Low-Income Participants are exempt from Program Fees.

<u>Project</u> – One or more solar photovoltaic energy systems that provide Participants the opportunity to share the costs and benefits associated with the generation of electricity by solar photovoltaic energy systems in the CSP.

<u>Project Manager</u> – The entity identified as having the responsibility for managing the operation of a Project and, if applicable, for maintaining contact with the electric company that procures electricity from the Project, as defined in ORS 757.386(1)(d).

<u>Service Territory</u> – The geographic area approved by the Commission for the Company to serve Customers.

<u>Subscription</u> - 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).

<u>Subscription Agreement</u> - A contractual agreement between a Participant and a registered Project Manager to enroll in a Project.

<u>Subscription Fee</u> - 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).

<u>Utility Fee</u> – Fee that the Company collects on each Participant's utility bill to fund the Company's administration of the Community Solar Program, in accordance with OAR 860-088-0160(2).

CUSTOMER ELIGIBILITY

To be a Participant, Customers must meet the requirements set forth in OAR 860-088-0090 and described in Chapter 3 (Requirements) of the PIM, enroll in a Project that has been pre-certified by the Commission, and sign a Subscription Agreement with a registered Project Manager of the Project.

Detailed program eligibility details are provided in the PIM, Chapter 3, starting at page 48.

Eligible Customer types - A list of eligible customer rate schedules and their accompanying customer type classifications is available on website the program https://www.oregoncsp.org/p/ProjectManagerResources/. Direct access customers, lighting/traffic signals, cost of service opt-out customers, and customers who are receiving volumetric incentive rates (VIR) under the Solar Photovoltaic Volumetric Incentive Program are not eligible to participate.

COMMUNITY SOLAR ENERGY BILL CREDIT

Bill Credit Rate:

The Commission establishes a Project's Bill Credit Rate at the time of Project precertification. The Commission has adopted Bill Credit Rates based on the capacity of precertified Projects to come online in PGE's Service Territory. The current Bill Credit Rate can be found on the Oregon Community Solar Website https://www.oregoncsp.org/p/SubscriberResources/

2. Bill Crediting Rules:

A Participant's monthly 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.

The value of the monthly Bill Credit will be applied to the Participant's total Company bill (in dollars), less any other on-bill repayment expenses, respecting the Company's established bill crediting hierarchy. Information on the crediting hierarchy of the Company is available on the program website under Project Manager Resources, https://www.oregoncsp.org/p/ProjectManagerResources/

If the value of the monthly Bill Credit, minus any other on-bill repayment expenses, is greater than the total amount due on the Company's bill, an excess credit may appear. This excess credit may not be refunded, and will carry forward to subsequent months. If this excess credit is not consumed by monthly energy usage and charges by the end of the annual period, then, at the end of the annual period, PGE will donate the value of the amount carried forward to low income programs as required by the PIM.

3. Bill Credit Allowable Offsets:

Bill Credits offset all Company charges and on-bill Subscription charges for Participant's electric bills. Bill Credits cannot offset non-Company charges, which may be collected on the Company bill, but are passed on to third parties, such as loans.

COMMUNITY SOLAR ENERGY BILL CREDIT (Continued)

If a Participant has multiple sites under one utility account, the Bill Credit will be applied separately to each site designated under the CSP. If a single site hosts multiple meters, the Bill Credit may offset the sum of all electric meters on the site.

4. Nonpayment and Underpayment:

In accordance with the PIM, the Company will recover any unpaid Participation or Program Fees on the Participant's next monthly utility bill. At the direction of the Program Administrator, the Company will suspend the application of Bill Credits or terminate a Participant's Participation Interest for failure to pay Participation and Program Fees in full.

5. Utility Disconnection:

If the Company disconnects a Participant's utility service temporarily, the Company will apply the Bill Credits, Participation Fees and Program Fees that accrue during the period of disconnection to the Participant's next monthly utility bill, in accordance with the PIM. Depending on the agreed terms between a Participant and the Project Manager, utility disconnection may result in the early termination of a Participant's Participation Interest by the Project Manager.

6. Timing:

In accordance with the PIM the Company will post a Participant's Bill Credit to their account on the ninth calendar day of each month, unless the ninth calendar day is a Sunday or holiday, in which case the Bill Credit will post on the following calendar day. If a Participant's billing period ends after the ninth calendar day of the month, their bill will reflect their Bill Credit for the previous month. If a Participant's billing period ends before or on the ninth calendar day of the month, their bill will reflect a one-month lag in the application of the Bill Credit.

7. Excess Credits:

If a Participant accrues Bill Credits that exceed the eligible expenses on their monthly utility bill, the excess Bill Credit amount will be carried forward and applied to the Participant's subsequent utility bills. In accordance with the PIM, a Participant may not cash out carryover Bill Credit amounts.

8. Annual Bill Credit Reconciliation:

Under OAR 860-088-0090(2) and OAR 860-088-0170(4), a Participant is not permitted to receive Bill Credits for more energy than they consume on an annual basis. If a Participant's Participation Interest in a Project generates more energy than their annual usage, the Company will apply a reconciliation charge to the Participant's next monthly bill based on calculations performed by the Program Administrator and in accordance with the process set forth in the PIM. A Participant's annual excess generation will be calculated based on the Participant's usage and their share of Project generation during the Annual Billing Period.

PROGRAM FEE

The Company will apply Program Fees, if applicable, to each Participant's utility bill based on Participants' Participation Interest. Program Fees will consist of a Program Administrator Fee and a Utility Fee. Program Fees may be subject to an annual adjustment, and are currently set at the following amounts:

Program Administrator Fee: \$0.85/kW/month Utility Fee: \$0.11/kW/month

Program Fees (total) \$0.96/kW/month

Program Fees are subject to annual adjustments per the PIM Low-income Participants are exempt from Program Fees.

SUBSCRIPTION FEE

The Subscription Fee is a charge determined 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 CSP. Off-bill Subscriptions require Program Administrator approval as provided in PIM Chapter 3: Project Requirements.

SPECIAL CONDITIONS

- 1. A Participant's ownership interest in, or Subscription to, a Project may not exceed the retail electricity customer's average annual consumption of electricity in the Service Territory in which the Project is located.
- 2. Participant Interest may not exceed 40 percent interest in the Project.
- 3. With respect to Projects certified during the initial program capacity tiers:
 - a. A Participant, and its affiliates, as defined in the PIM, may own or subscribe to no more than 4 MW-AC of capacity, in aggregate, across all participating utilities (i.e., PGE, PacifiCorp, and Idaho Power); and
 - b. For the program interim capacity tier, a Participant may not own or subscribe to more than 2 MW-AC of capacity across all participating utilities.
- 4. These tariff terms apply to the Commission-approved initial capacity tier of the CSP. Any future program capacity tiers will be approved by the Commission and the Commission will then set participation requirements and the Bill Credit Rate.
- 5. SB 1547, Division 88 of Chapter 860 of the OARs, Commission Orders Nos. 18-177 and 19-392, and the PIM will govern to the extent this Schedule 17 may conflict with them.

SCHEDULE 17 (Concluded)

SPECIAL CONDITIONS (Continued)

6. Portability:

A Participant may retain their Participation Interest in a Project if they relocate to another site within the Company's Service Territory in accordance with the terms of the PIM and, if applicable, their agreement with the Project Manager.

7. Transferability:

A Participant may transfer their Participation Interest in a Project to another eligible customer of their choosing in accordance with the terms of the PIM and, if applicable, their agreement with the Project Manager. Any fees assessed by the Project Manager for the transferal of a Participant's Participation Interest will not be reflected on the Participant's utility bill. When a Participant transfers their Participation Interest to another customer, the Company will continue to apply any Excess Credit amounts to the Participant's utility bill.

If the Participant terminates utility service with the Company, the Company will donate any Excess Credit amounts associated with the Participant's Participation Interest to the Company's low-income program.

8. Changes:

A Participant may change the size of their Participation Interest in accordance with the terms of the PIM and, if applicable, their agreement with the Project Manager. Any fees assessed by the Project Manager to change the size of a Participant's Participation Interest will not be reflected on the Participant's utility bill. Low Income Participants are not subject to change fees.

9. Early Termination:

A Participant or a Project Manager may terminate a Participant's Participation Interest before the end of their contract term, in accordance with the terms of the PIM, and, if applicable, their agreement with the Project Manager. Any early termination fees assessed by the Project Manager will not be reflected on the Participant's utility bill. When a Participant or Project Manager terminates a Participant's Participation Interest, the Company will donate any Excess Credit amounts associated with the Participant's Participation Interest to the Company's low-income program in accordance with the process described in the PIM.

10. Completion:

A Participant's Participation Interest is complete when the Company applies the final Bill Credit amounts to the Participant's monthly utility bill and the Company completes the final Annual Bill Credit Reconciliation.

11. Term:

This Schedule will apply for the term agreed to between a Participant and the Project Manager, not to extend beyond the end date of the Annual Billing Period following the termination of the Project Manager's CSP Purchase Agreement.