Comments on Docket QO22030153 re In The Matter of The Community Solar Energy Program
5-15-23

The current process for signing up with and maintaining a Community Solar account is unacceptable and must be changed so as to integrate with the existing EDC bill and change the way Community Solar offerings are done today to provide customer needed information upfront, as well as eliminate potential security breeches.

Perceived Issues with the Community Solar Sign-up Process:

- A possible Community Solar customer established a login with a Community Solar vendor. Only generalized and mostly non-specific information could be seen as provided by the Community Solar vendor during the process of logging in with this account and attempting to garner more information, namely, the following extracts:
  - "Guaranteed Monthly Savings"
  - "$[an amount offered] towards next power bill"
  - "Integrating with your utility helps us understand the amount of energy you use so that we can maximize your monthly savings."
  - "We need to be able to understand your energy usage to determine the size of your subscription to the community solar farm — and the solar savings you get on your power bill. Your subscription size will depend on your average energy use." [As an aside, this last statement is misleading, as any such assessment can only depend at best on average ELECTRIC energy use, and does not cover natural gas, propane, oil, or other fossil fuel energy consumption]

- As a result, a potential customer had no idea what the savings would be nor the quantity of electricity savings (KWH), nor when the savings would start, nor anything at all about any contract terms, etc. The potential customer perceived no useful information other than vague generalities, aside perhaps from the "car dealer" like specific one time monetary inducement to sign on.
- Critical upfront information was missing that would enable an informed decision, namely
  - What the actual monthly savings in dollars would be
  - What the cost per KWH provided by Community Solar would be
  - How many monthly KWH the customer would get from the Community Solar provider
  - The timeline for when the KWH or savings would be actually supplied (generated) to the customer
  - How long the customer was signing up for
  - Any other contract start or termination details
  - Whether or not the customer would have to share credit card, debit card, and/or bank account information
  - No explanation that the solar electricity actually generated goes into the grid "somewhere", whereas the electricity consumed is drawn from the local EDC grid, and thus is essentially not the same physical electricity
- A possible customer would then have had to share their private EDC utility username and password to go further in the sign up process, without any of the above information, nor assurance from the community solar vendor that the EDC utility has approved this use of EDC account information which potentially might be in legal violation with the EDC terms of use (Normally, the general recommended security practice for all user names and passwords for everyone is to NEVER share them with anyone, and here, the potential customer is supposed to give up this private information to a third party vendor with only vague information about the entire situation). Nor is there any information as to how to remove this information in the future from the community solar vendor, e.g. if either the EDC and/or community solar account is closed, or, even if the user decides to NOT sign-up.
- The community solar vendor did not tell the user how the actual billing would work, e.g. that the customer might get two bills, and needs to look at both to understand what is going on

- No upfront explanation as to how and whom the customer might end up paying regarding the possible dual bills
- Its plausible that some of this information might be available later in the process, but a potential customer refused to go further because of the potential security breech that might be caused by sharing private user name and password with an external vendor.
- At a presentation by a community solar vendor, an arbitrary dollar amount was used as the MONTHLY savings that a customer would see which was clearly not an actual nor likely example, and presented in a bill format such that when the numbers were looked at made no sense, as noticed by several audience participants. There was no obvious tie to KWH provided or price.

Proposed solutions to address the above perceived substantial gaps in the Community Solar sign-up and account process:

- Community Solar vendors shall be prohibited from requesting EDC utility user names and passwords from customers. The NJ BPU shall establish a mechanism for the Community Solar providers to discontinue any such existing accounts and eliminate customer EDC user names and passwords from their servers.
- The NJ BPU shall establish specific criteria for marketing and sign-up information about Community Solar offerings that Community Solar must provide upfront (and shall not provide) on websites and in any other marketing or presentations.
- Each Community Solar offering to any individual customer before customer sign-up must state the following at a minimum:
  - The per KWH cost of solar energy provided by the Community Solar Provider for a defined period approved by the NJ BPU
  - The length of contract term (if any) or month to month
  - The monthly KWH that the Community Solar Provider will provide to each customer
  - When the electricity will start (or contingent factor dates, if any)
  - How to cancel any contract
  - How to close the account
- Only the EDC shall bill the customer using existing EDC billing systems and payment mechanisms (this might be similar to how existing third party electricity vendor arrangements are done), and specifically include the Community Solar provider billing, i.e. unified billing in one bill for all electricity received
- The EDC bill shall provide clear line items for the KWH quantity and price supplied by a Community Solar Provider
- The NJ BPU shall establish regulations that make it clear that normally, a Community Solar provider must engineer to provide the entire normal consumption of any electric subscribers it accepts.
- The NJ BPU shall establish a mechanism to allow Community Solar providers to allocate monthly solar KWH reductions among its customers when actual KWH production falls short of the Community Solar provider's projections and thus commitments to its customers, e.g. inability to handle weather/sunlight conditions, breakdowns, and/or inadequate capacity engineering relative to the total KWH it has committed to its customers. Any reductions by the Community Solar provider due to any short falls shall be prorated across all of its customers in accordance with the amount of power each is allocated by the Community Solar provider. A monthly report of each short fall incident shall be provided to the NJ BPU explaining the amount and causes of each shortfall, and what the Community Solar provider is doing to ameliorate the shortfalls in the future. The NJ BPU shall establish a mechanism for which providers (e.g. the EDC) will make up for and bill any shortfall in what the Community Solar

panel provider provides. The NJ BPU shall devise a mechanism for how any excess power generation beyond the commitments to its customers but below the maximum NJ BPU authorized site generation capability shall be sold to the EDC.

- If the Community Solar provider must know the prior specific usage of a proposed new Community Solar customer because it cannot supply ALL the customer's electric needs, e.g. as opposed to using standard demographic, residential or business information about electric usage and growth to determine averages/distributions and thus commitments, the NJ BPU shall establish a mechanism where the customer can (if they wish) authorize the Community Solar provider to obtain a fixed type and amount of prior data as specified by the NJ BPU, e.g. KWH usage for the last 12 months, from the EDC. Said mechanism shall also be supported by each EDC.

Regarding the siting of Community Solar sites:

- Community solar sites shall not be established in forests, wetlands, meadows/fields, or farmlands. Its a shame to do such environmental destruction and destroy any of these, when there are tremendous amounts of paved (parking lot canopy), brownfield sites, land fills, and rooftops available for such projects throughout New Jersey.

Regarding the amount of Community Solar:

- New Jersey should stop limiting the amount of Community Solar available. Community Solar should be made widely and readily available to all residents and businesses in New Jersey, and marketed at the state level, including by New Jersey. New Jersey should work much harder to rapidly expand it, with the goal of getting many electric customers to use it, e.g. by eliminating the bad administrative obstacles cited earlier.
- It is essential that New Jersey should make sure LMI residential customers quickly garner cost and health benefits from it, as well as from reduced pollution as fossil fuel generated power is eliminated and electrified vehicles including trucks and buses spread, hopefully rapidly.
- New Jersey needs widespread solar (and wind) renewable electric and to eliminate the use of fossil fuel generated electric both in state and in connection with any power pool grids so as to quickly reduce the impact of global warming that is destroying our environment and causing horrific human impacts and costs world wide.

Thank you for your consideration and the opportunity to comment.

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