From: Bernstein, Kristin <kbernstein@ameresco.com>
Sent: Thursday, April 18, 2019 3:53 PM
To: Illinois Solar Comments <comments@illinoissfa.com>
Subject: Consumer Protection Comments

Below are our comments regarding the consumer protection documents.

- The marketing behavior section (8a in the low income community solar document) requires the brochure to be given at first contact. However, since the brochure has not been released, this should be adjusted to first contact after the brochure release.
- Financial Requirements Section 2 (Low income community solar) is confusing. It states that savings must be maintained over the life of the contract, yet then sets an energy rate and escalation. Can you confirm/clarify this indicates that the value of the power will be considered $0.06/kWh in year one, escalating at 2.5% annually and savings must be based on this number (i.e, no more than $.03/kWh escalating no more than 2.5%)?
    - This seems to be the case based on Marketing material requirements 4.b.vi.3.
    - If not, "Savings will be calculated for the first year, as well as annually for the life of the contract. A minimum savings of 50% is required for both." places an extremely high level of risk on the developer who has no control over the future prices of energy and would have no way to predict the income from the system. It would be more reasonable to say that savings must be 50% of year 1 and cap that escalation as noted in d.

Thank you,
Kristin

AMERESCO
Green • Clean • Sustainable

Kristin Bernstein, P.E., CEM
Project Development Engineer
kbernstein@ameresco.com
P: 630-203-2629

1900 Spring Road, Suite 400
Oak Brook, IL 60523
http://www.ameresco.com


Please print only if necessary.

From: Donna Jones <djones@melinksolardevelopment.com>
Sent: Friday, April 19, 2019 11:37 AM
To: Illinois Solar Comments <comments@illinoissfa.com>
Cc: Jeremy Chapman <jchapman@melinksolardevelopment.com>; Jason Hawksworth <jason@hawkenergysolutions.com>
Subject: Comments to ILSFA Consumer Protection Documents

Dear Program Administrator,

Thank you for the opportunity to provide comments to the ILSFA Consumer Protection Documents. Our feedback is listed below for your review and consideration.

We also noticed that you had posted for comment the contract requirements for distributed generation projects, but nothing was posted on contract requirements for low-income community solar. Please advise if you intend to post something specific for that sub-program in the coming weeks.

Best regards,

- Consumer Protections Guidelines
    - Page 6, Financial Requirement, Section 2(c) - Currently reads "energy value will be based on an average statewide residential equivalent of $0.06 per kWh used as an average net metering offset or credit value". Please clarify if that means an offered PPA rate of $.03/kWh or less will be deemed to meet the 50% savings requirement, regardless of how the utility calculates the monthly net-metering credit for that particular customer month to month and year to year. Also, please clarify if this same rate applies to a non-profit or public anchor tenant in a CS project.
    - Page 6, Financial Requirement, Section 2(d) - Currently reads "Energy escalation can be calculated at no more than 2.5% per year". Please clarify if this means that the project will be deemed to have met the 50% annual savings requirement with a PPA escalation rate of 2.5% per year (as an example), even if the actual market inflation rate in any year of the PPA term is less than 2.5%. The current PPA Disclosure form appears to support the intent for the escalator to be locked-in up front regardless of where actual market inflation may fall, because it spells out on page 10 of the disclosure the projected savings over the PPA term

under a low, average and high actual inflation scenario (ie-so that the consumer understands actual savings may vary year-to-year and may not equal 50% of their actual net metering credit). For financing purposes, it's important from the lender's perspective that the rates and escalators be known up-front. Otherwise, projects may struggle to get financing. The currently language as written should be acceptable to lenders for underwriting purposes, but it appears that there may be a situation where it could be in conflict with the 50% savings mandate (ie-if actual inflation falls at less than 2.5% in any given year, but the contract rate still escalates at 2.5%). For avoidance of doubt, it would be helpful for ILSFA to clarify that a contract escalation rate of 2.5% or less per year will be deemed to have met the 50% savings mandate regardless of where actual inflation may fall on a year to year basis during the PPA term.

- ILSFA Disclosure - PPA
    - General - Please clarify if this Disclosure is intended to be used for all PPAs, or only for certain types of PPAs. We have not yet seen a separate disclosure proposed for large PPA off-takers of DG projects, or for CS PPA off-takers (both residential and large anchor tenant) under low-income CS projects. As a result, our initial assumption was that ILSFA intended for this disclosure to serve <u>all</u> PPAs. However, because the disclosure cites a current average residential energy rate of $.1248/kWh (both on page 2 and page 10), it cannot accurately serve large PPA off-takers of DG projects (who would have a current average energy rate, excluding demand charges, of less than $.1248/kWh) nor could it accurately serve PPA off-takers of low-income CS projects (who would see a net-metering benefit for supply only, which currently averages closer to $.06/kWh). Issuing separate disclosure templates for for (1) PPA's applying to non-residential DG customers, and (2) PPA's applying to CS customers, would help ensure that projected savings are more accurate and not misleading to the consumer.
    - Page 1, Paragraph 1, Last sentence - Currently reads "Because you will not own the PV system you are <u>leasing</u>, you are not eligible to take the federal income tax credit for PV system owners". We would suggest that the disclosure replace the word "leasing" with "subscribing to", since not all PPAs involve a true lease. Using the words "subscribing to" should provide enough flexibility that it would still be accurate regardless of the financing structure used behind the PPA.
    - Page 1, Table of Installation Site Information - Please clarify why the email and phone # of the site owner is required. For low-income CS projects, third-party site leases (where the property is owned by an individual not associated with the project) are common and, in those cases, the landlords are generally not comfortable with their personal contact information being given out to others. Unless there is a strong reason why site contact information may be required by a CS subscriber (considering that the subscriber will be provided with phone and email for both the seller and the Approved Vendor, and that the system will not be located on their own property), we would recommend those fields be removed from the table is the disclosure for CS PPAs.

- Page 3, Table illustrating 25-year costs - Please clarify why the disclosure references 25-year totals instead of 15-year totals. Since the REC contract is for 15 years, and an extension to 25-years is not certain, providing consumers with the 15-year totals would ensure the projected savings aren't overstated or misleading to the consumer.
- Page 4, Table illustrating REC details - Please clarify if this is intended to show the value of the RECs associated only with each subscriber's PPA, or for the system as a whole. This comment would apply only to the disclosure intended for PPA's associated with low-income community solar.
- Page 5, Is Your Property Ready For Solar? - Please clarify that this section only applies "if you have selected a system design that will be located on your own property". For most CS projects, this section is not applicable to the subscriber and, as it's currently written, that may be confusing to them. We would suggest revising the first sentence as follows..."If you have selected a system design that will be located on your own property, it's important to determine whether your property is suitable for solar, before solar can be installed." This comment would apply only to the disclosure intended for PPA's associated with low-income community solar.
- Page 6, System Installer - In many cases an installer is not identified until a system is ready to start construction, which is the point at which the system owner and installer can enter into a contract. The current language allows for up to 3 prospective installers to be identified if the installer is not yet known at the time of the disclosure. However, there's no guarantee that any of those 3 will ultimately be selected, since installers typically cannot commit to a firm construction cost or schedule until the system owner is ready to sign a contract (which cannot happen until after REC award). In lieu of naming specific installers, we would suggest that ILSFA consider replacing or supplementing this page with a statement indicating that the Seller is required to select a Qualified Contractor pursuant to Illinois regulations and that, if the final selected installer varies from those listed in the disclosure, the Seller is required to provide notice including the qualified installer's name and contact information to all PPA subscribers before the start of construction.
- Page 7, The Terms of Your PPA Agreement - 2nd sentence currently reads "With a PPA, the PV system is installed on your property and owned by a third-party". Because PPA's for CS systems are typically located off-site, we would suggest updating that sentence as follows..."With a PPA, the PV system is ~~installed on your property and~~ owned by a third-party". This comment would apply only to the disclosure intended for PPA's associated with low-income community solar.
- Page 10, Estimated 25-Year Savings - Please clarify why the disclosure references 25-year totals instead of 15-year totals. Since the REC contract is for 15 years, wouldn't a 15-year total make more sense? Also, the Projected Energy Value section at the bottom of page 10 says that the estimated kWh over the period is calculated by taking the first year's projected energy output and multiplying that

by 25 years. However, that does not account for annual degradation rates in the panel efficiency, which generally account for compounding losses of 0.5 - 0.7% per year. Over a 15 or 25 year term, degradation will have a significant impact on total kWh produced and, therefore, the total savings. To avoid misleading the consumer, we suggest that the disclosure call out and include an estimated annual degradation rate of 0.5%.

- Page 11, bottom of page - Currently reads "The lessor is providing you with a". Since not all PPA's involve a true lease, we would suggest revising this to read "The Seller is providing you with".
- Page 12, last paragraph - Currently reads "It is important to understand that you may be responsible for obtaining insurance coverage", which is not applicable to CS projects utilizing PPA's because they are typically located off-site. To avoid creating confusion for CS subscribers, we suggest revising this to read "Unless your system is an off-site system not located on your property, it is important to understand that you may be responsible for obtaining insurance coverage."
- Page 13, End of Contract Term, Renewal and System Removal section - We suggest replacing "Lessor" reference with "Seller" since not all PPA's involve a true lease. Also, buy-out of a system is generally not an option for CS projects, since each subscriber is purchasing only a fraction of the total power. We suggest clarifying the option does not apply to PPA's for CS projects.
- Page 13, If You Move section - We suggest clarifying that this section applies "If you have selected a system design that will be located on your own property".
- Page 14, Signature - If ILSFA's intent is to use this same disclosure for PPA's associated with CS projects, then we should suggest amending the opening statement such that it includes check boxes that allows selection of either DG or Low-Income Community Solar, as applicable. Otherwise, the opening statement will need to be amended as applicable for the CS PPA disclosure that ILSFA creates.

Donna Jones

Partner

Melink Solar Development

Office: (937) 862-9830

Cell: (902) 626-8199

djones@melinksolardevelopment.com

To: Illinois Power Agency
From: Juliana Pino & Participants in the Illinois Solar for All Working Group
Date: 04/19/2019
Re: Illinois Solar for All Working Group Comments on Consumer Protection Documents

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Dear Illinois Power Agency & Program Administration Team:

The Illinois Solar for All Working Group is pleased to deliver the enclosed comments on Consumer Protection documents for the Illinois Solar for All Program. This memo describes an overview of the Illinois Solar for All Working Group.

Background: Illinois Solar for All Working Group

The Illinois Solar for All Working Group (the Working Group) formed from a subset of members of the Illinois Clean Jobs Coalition, who had comprised an Environmental Justice-Solar-Labor Caucus (the Caucus) during the negotiation of policies that would become the Future Energy Jobs Act (FEJA). The group formed in order to bring the best practices and policies to the Illinois energy landscape that would serve to maximize benefits to the economically disadvantaged households and communities that targeted programs are intended to serve. The group was co-facilitated by a representative of a solar company, Amy Heart of Sunrun, and a representative of an environmental justice group, Juliana Pino of the Little Village Environmental Justice Organization.

Following passage of FEJA in December 2016, the Caucus expanded into the Illinois Solar for All Working Group, an open membership group including experts on environmental justice, environmental advocacy, consumer protection, solar business, low-income solar policy, energy efficiency, job training, program design, and other areas, who have substantive research and experience to bring to bear on implementation of Illinois Solar for All. Over 75 participants include representatives from the following organizations and others:

BIG: Blacks in Green	ONE Northside
Central Road Energy LLC	People for Community Recovery
Environmental Law and Policy Center	Prairie Rivers Network
Illinois People's Action	Seven Generations Ahead
Natural Resources Defense Council	Sierra Club Illinois
Little Village Environmental Justice Organization	Vote Solar

Working Group Process

The Working Group began convening in January 2017, and has had monthly full-group meetings until the present time. In tandem, the Working Group operates with sub-teams that focus on specific areas relevant

to the policies at hand and future work on the program. These sub-teams include: Program Administration & Evaluation, Consumer Protection & Financing, Education & Engagement, Job Training, and Project Workshop. Each sub-team was facilitated by leads and co-leads and meets between monthly full-group meetings with frequency depending on the time of year.

A draft White Paper was delivered to the IPA on May 5, 2017. Many Working Group participants attended IPA's May 2017 workshops and helped develop responses to IPA's June 6, 2017 Request for Comments on the Long-Term Renewable Resources Procurement Plan.[1] A final White Paper was published on July 11, 2017 on lowincomesolar.org.[2] The Working Group also submitted a response to the Draft Long-Term Renewable Resources Procurement Plan on November 13, 2017.[3] Additionally, the group has submitted comments on: Community Solar Consumer Protection & Marketing Guidelines Draft Documents and Illinois Adjustable Block Program Draft Guidebook to InClime on December 10, 2018; Grassroots Education and Approved Vendor components of IL Solar for All on January 9, 2019; Environmental Justice provisions of IL Solar for All on January 30, 2019; Job Training provisions and Third-Party Evaluation provisions of IL Solar for All on February 7, 2019; Project and Participant Eligibility and Verification Processes on March 13, 2019; the Low-Income Community Solar REC contract on April 2, 2019; and Project Selection on April 15, 2019.

Program Principles for Illinois Solar for All

During the negotiation of FEJA, the Caucus membership collectively agreed upon the following policy principles to guide our work moving forward. These principles were rooted in the *Low-Income Solar Policy Guide*[4] authored by GRID Alternatives, Vote Solar, and the Center for Social Inclusion; further adapted through iterative deliberations in the Caucus; and ultimately adopted by the Working Group. The principles include:

• **Affordability and Accessibility**. Offers opportunities for low-income residents to invest in solar through a combination of cost savings and support to overcome financial and access challenges Creates economic opportunities through a job training pipeline. Supports skill development for family-supporting jobs, including national certification and apprenticeship programs.

• **Community Engagement**. Recognizes community partnerships are key to development and implementation, ensuring community needs and challenges are addressed. Strive to maximize projects located in, and serving, environmental justice (EJ) communities. Allows for flexibility for non-profit/volunteer models to participate, and strives to meet potential trainees where they are, with community-led trainings.

• **Sustainability and Flexibility**. Encourages long-term market development, and will be flexible to best serve the unique low-income market segment over time and as conditions change. Program

[1] https://www.illinois.gov/sites/ipa/Documents/ILSfA-Working-Group-Response-RequestforComments.pdf

[2] http://www.lowincomesolar.org/wp-content/uploads/2017/07/20170711-ILSfA-Working-Group-White-Paper_Final_wAppendices.pdf

[3] https://www2.illinois.gov/sites/ipa/Documents/2018ProcurementPlan/2018-LTRenewable-Illinois-Solar-for-All-Working-Group-Comments.pdf

[4] www.lowincomesolar.org

administrator ensures community engagement, statewide geographic equity, and flexibility to meet goals. Job training program includes all training partners in design and implementation. Training offerings should come through diverse channels including utilities, unions, tech schools, non-profits, government agencies, and existing community-based job training organizations.

• **Compatibility and Integration.** Low-income program adds to, and integrates with, existing renewable energy and energy efficiency programs, and supports piloting of financing tools such as PAYS (pay-as-you-save), on-bill financing, PACE or community-led group buy programs. Jobs training programs will strive to ensure low-income solar installations incorporate workforce development, including coordinating opportunities for job training partners and individual trainees from the same communities that the low-income solar program aims to serve.

The Working Group researched and prepared the enclosed comments to deliver high quality information and recommendations on considerations for the Illinois Solar for All Program. The contents are not intended to reflect universal consensus on any point amongst working group members. These contents reflect extensive deliberation regarding aspects that the Working Group believes are important to the Program's success moving forward.

In closing, we make these recommendations and comments to ensure high-quality implementation for Illinois communities. Communities throughout Illinois need the opportunities and services the Illinois Solar for All Program will provide and the support of groups with substantive experience in the solar industry and low-income solar in particular. Please do not hesitate to contact us with questions or comments in regards to this matter.

Dear Administrative Team for the Illinois Solar for All Program (ILSFA):

The Illinois Solar for All Working Group (hereinafter "the Working Group") appreciates this opportunity to provide comments on the Consumer Protections component of the Illinois Solar for All program. The Working Group appreciates the thought put into these components and the effort made to safeguard consumer interests. The Working Group is focusing these comments on the consumer protection elements that are specific to the Illinois Solar for All program as well as important considerations to keep in mind when applying the consumer protections developed for the general market to low-income and environmental justice communities. We appreciate your careful consideration of these comments.

Need for Assistance with Enrollment

The Working Group strongly believes that culturally sensitive support throughout the enrollment process, including to ensure customers understand the solar products they are receiving, is important. Members of our Working Group recommended specific funding for application assistance so that dedicated enrollment staff could increase subscription rates, early on in the program development process. This recommendation was driven by members who have had years of experience with enrollment into federal, state and city public benefit programs. For many such programs, customers often fail to complete the enrollment process (including submission of needed documents) without assistance from a skilled enrollment agent.

For the Illinois Solar for All Program, the assumption has become that organizations awarded grassroots education contracts could help provide culturally sensitive support. However, it does not make sense for these organization to provide specific enrollment support, because they are supposed to support the program as a whole, not partner with individual Approved Vendors. Furthermore, the Working Group's earlier recommendation that enrollment could be centralized and conducted by ISFA's Program Manager, who would then provide enrollment support, was rejected. Thus, by default, the Approved Vendors are expected to assume the function of enrollment support. The assumption of this role by Approved Vendors is not inherently a bad thing as long as training and supervision by the Program Administrator occur.

National research indicates effective enrollment agents need to be trained in how to do perform this function with low-income and environmental justice customers. For instance, the Kaiser Foundation found that when doing Medicaid enrollment, particularly with first generation, non-English speaking immigrants, success rates increased if the family received the assistance "in person with a bi-lingual, bi-cultural enrollment agent." In other words, all public benefit programs have complex legal enrollment documents, but when presented and explained by trained staff, they are less likely to present a barrier to enrollment.

The Working Group continues to have concerns regarding whether specialized culturally-sensitive enrollment training will be sought and utilized by Approved Vendors to ensure consumer protections and in some cases, enrollment itself. Thus, we highly recommend that best practice training be provided to Approved Vendor staff who will function in this capacity. Potentially, the ILSFA's Program Administrator could conduct the training to ensure evidence-based techniques are presented. The

Long-Term Renewable Resources Procurement Plan does not mandate dedicated enrollment staff nor enrollment training for Approved Vendors. Nonetheless, ILSFA's Program Manager could inform Approved Vendors that obtaining desired levels of participation in the community solar and distributed generation programs are more likely if their enrollment staff are trained in best practices. These best practices should include ways to explain the program and its necessary consumer protection components, in particular, the disclosure forms.

The Working Group is excited that there are disclosure forms, warranties, and other needed components included, as they will go a long ways toward consumer protection. However, the Working Group is concerned with the length of the disclosure form for all of the sub-programs, as well as the degree of legalese/technical language without accompanying clarifying explanation or simplification. National research indicates a difference in how different demographic groups relate to and understand long, complicated documents. In our review of these documents, even members of the Working Group who are career-long experts in renewable energy industries, found the length and complexity of the documents intimidating. Additionally, there is even a recommendation in the disclosure forms that potential customers might want to meet with their financial advisor or accountant before signing a contract. Unfortunately, for most low-income people, obtaining professional input and advice is a financial luxury they cannot afford. When you compound this with the normal intimidation by/aversion toward technical forms with legal components, the national research points out that the risk is that fewer people will sign up or they enroll without fully understanding and potentially will not utilize the consumer protections they are awarded (via a warranty, to name one example, or other included protections).

Importance of Understandable Disclosure Forms

The Working Group believes a disclosure statement is a good way to ensure that customers are well-informed about the solar agreements into which they enter under the Illinois Solar for All Program. However, we have some concerns about the length and complexity of the proposed disclosure forms, as noted prior in this response. At 14 or 15 pages in length, these forms are extremely long and contain a lot of complex information. The Working Group urges the Program Administrator to formulate a draft of a much more concise disclosure statement that would be useful for all Illinois Solar for All customers in understanding the contractual agreements they may be entering. At the current length, we are concerned that the disclosure forms may produce results contrary to their intended purpose—confusing customers instead of informing them. The draft disclosure forms may be so long and so complex that some customers may not read them at all.

The Clean Energy States Alliance has issued a nice report on solar disclosure forms that have been put into use in various solar programs around the country.[5] We highlight some important considerations outlined by CESA, to the point that disclosure forms should be crafted so as not to undercut their intended purpose:

[5] Clean Energy States Alliance (CESA). *State Solar Contract Disclosure Requirements*. (2018). https://www.cesa.org/assets/2018-Files/State-Solar-Contract-Disclosure-Requirements.pdf

4. States should strive to establish solar contract disclosure requirements that are straightforward and accessible to consumers.

In establishing solar contract disclosure requirements, states should not lose sight of who stands to directly benefit from these policies: consumers. Whatever requirements are adopted, they should be readable and comprehensible for consumers. States should consider the wording of solar contract disclosure requirements carefully. If disclosure requirements are not well crafted, they could undercut their goals by creating more confusion than clarity.

5. States should consider the advantages and disadvantages of mandating disclosures versus developing and requiring the use of a solar contract form or coversheet.

There is no disclosure policy that is necessarily right for all states and all circumstances. From the solar industry's point of view, it might be more convenient to have country-wide uniform contract disclosure requirements. Individual states, however, have various regulatory structures for solar and different consumer protection needs. Regional standardization on solar consumer protection may therefore not be realistic. Still, seeing how other states have approached solar contract disclosure requirements and how these approaches have worked, can be instructive. There are advantages and disadvantages to different approaches to solar contract disclosure requirements. For example, developing a standard solar contract disclosure form and requiring all installers in the state to use it may be a sound approach in some cases, but it may be too restrictive or inadequate in others. Mandating disclosure of some provisions in all solar contracts might be a less rigid approach, but it may be vulnerable to gaming or obfuscation tactics.

States should consider developing disclosure checklists or streamlined contract cover sheets containing key information. Including a table of contents can make the contracts more readable and digestible for customers. Requiring consumers to initial each disclosure provision may help to ensure that they read the entirety of a contract. (CESA, page 45).[6]

The Working Group understands that enhanced consumer protections are appropriate for low-income participants in the Program. However, the length and complexity of the draft disclosure forms appear as though they may detract from, rather than enhance, the customers' experience. While we do not opine here on CESA's suggestion to consider making the Disclosure Form into a simple checklist or cover sheet, we do think simplifying the documents toward that direction is appropriate.

Financial Requirements & Savings to Participants

The Working Group commends the Program Administrator for its attentiveness to consumer financial protections. As the Draft Guidelines for both distributed generation and community solar projects note, predatory sales tactics and unfair contract terms have contributed to high levels of distrust of institutions and programs designed to benefit low-income and environmental justice communities. Robust financial protection provisions are key to overcoming this programmatic challenge.

[6] *Ibid.*

We support the Administrator's efforts to identify means beyond individual net metering to pass Illinois Solar for All value directly to participants. The Working Group is particularly pleased to see the Administrator acknowledge reduced and stabilized rents as one such mechanism. These considerations are key in enabling the participation of residents of multi-family affordable housing, and the Working Group would be deeply concerned to see those criteria removed from program guidelines.

We also applaud the Administrator's inclusion of forbearance protections, including requiring that Approved Vendors offer a) suspension of total payments for up to three months, b) a suspension of interest payments for up to six months, or c) a reduction in interest rates for up to twelve months. We recommend that these provisions are included in protections for both DG and community solar participants.

The Working Group is concerned about the application of the proposed demonstration of compliance with the minimum 50% savings requirement. In keeping with the stated intent of the law that there be no up-front payment or up-front subscription fees, we believe that payments to be made by participants (i.e., recipients of DG systems or low income subscribers) cannot be requested until the benefit (i.e., the energy) is received. Any other method of charging a customer is, by definition, an up-front fee.

We are also concerned that the projection of benefits so far into the future could result in overcharging of participants. If applied as currently proposed, energy rate calculations would end up allowing system owners to charge low income participants substantially more than 50% of the actual cost of electricity. For example, power supply charges in Ameren territory for residential users as published for Rider BGS-1 in 2018 were as follows:[7]

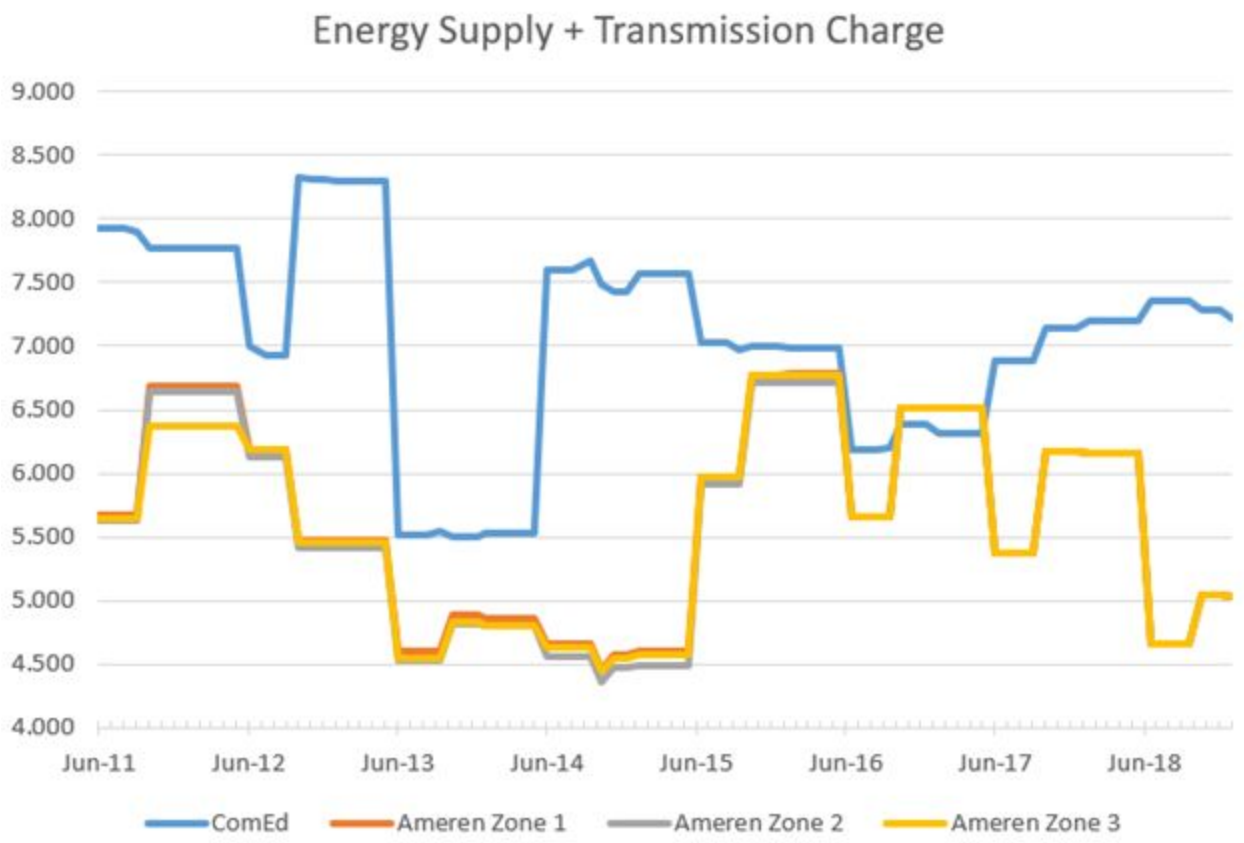
- January through May – $0.05140/kWh for Retail Purchased Electricity Charges, non-summer 0-800
- June through September - $0.03588/kWh for Retail Purchased Electricity Charges, summer
- October through December – 0.03969/kWh for Retail Purchased Electricity Charges, non-summer 0-800

Taking a weighted average for these charges, the yearly rate for energy supply in Ameren territory was $0.04328/kWh for 2018. If those customers were charged $0.03/kWh, as allowed by the current proposal, they will have paid 69% of the cost of the power.

While we were unable to find readily-available historical energy supply charges for Ameren and ComEd, we were able to locate data for the charge for energy supply plus transmission (known as ""Price to Compare").[8] This data shows that for the past eight years, the price for energy supply plus transmission has been steady or has dropped.

[7] Ameren Illinois. *Historical Retail Supply Charges: June 2016 - Present*. https://www.ameren.com/illinois/residential/rates/electric-rates/historical-supply-charges-2

[8] Plug In Illinois. *Breaking down the utility charges on your residential bill.* https://www.pluginillinois.org/FixedRateBreakdownComEd.aspx



Should this trend continue, allowing suppliers to charge participants at a steadily escalating rate will result in increasing energy charges that fail to meet program benefit targets.

For these reasons, we argue that the administrator require pricing based on actual energy costs. For community solar, the benefit calculation should be based on the energy supply costs calculated from the Residential Rate BES for ComEd Territory[9] and Rider BGS-1[10] for Ameren territory. The program administrator should calculate the applicable rates based on the weighted averages provided by these utilities on a quarterly basis and supply these to the community solar operators. Contracts should be required to include provisions that adjust charges to the low income subscribers should the costs charged to the low income subscribers exceed 50% of the value of the benefit. The community solar operator should provide yearly documentation that the project meets or exceeds the 50% requirement. Something similar can and should be implemented for DG projects under ILSfA.

Participant Data and Income Verification

The Working Group appreciates the acknowledgement by the Administrator that Approved Vendors are required to collect sensitive information and that collection of sensitive information cannot proceed

[9] ComEd. *Current Rates & Tariffs*. https://www.comed.com/MyAccount/MyBillUsage/Pages/CurrentRatesTariffs.aspx
[10] *Ibid*, Ameren Illinois page 7, footnote 7.

without consumers first giving consent. The Working Group also strongly supports the provisions that require Approved Vendor to "take care in collecting complete and accurate information and ensure all personal data is secured and transferred to the Program Administrator according to established protocols," as well as the requirements to immediately report data breaches of participant information, in addition to the prohibition on sharing participant or project data outside of Approved Vendor organizations and others other than in conducting the business of project development.

Reporting of Breach to Participants

The Working Group strongly recommends that the Approved Vendor should also be required to immediately report a breach of personal data to the program participant directly, in addition to the Program Administrator. The Working Group echoes this recommendation around failure to delete personally identifiable data below.

Destruction of Personally Identifiable Information

The Working Group also strongly supports the provision that "all personally identifiable information related to income verification (SSN, income) will be deleted/destroyed once the participant has been approved by the Program Administrator." The Working Group recommends that a time window be specified for how soon the personal information should be destroyed and notes that as immediately as possible is preferable due to the sensitive nature of the information. The Working Group also strongly recommends that the list of personally identifiable information, particularly data that has legal protections in regard to maintaining its confidentiality, subject to deletion/destruction upon approval of participants be expanded to explicitly list: copies of identification documents of any kind, such as driver's licenses, state identification cards, green cards, passports, visas, federal and state aid program cards (such as Supplemental Nutrition Assistance Program (SNAP/ formerly and colloquially known as "food stamps") verification or card), and any other document that includes personally identifiable information, such that expectations around which documents this policy covers is made patently clear to Approved Vendors. Of particular sensitivity are documents that in any way, shape, or form would confer identity information as related to immigration, as well. Additionally, some types of documentation, would demonstrate that individuals and/or their households qualify for other types of assistance programs which are protected from disclosure by federal law such as with the federal SNAP program, it is equally critical to address the intersection of immigration and disclosure in designing how sensitive information will be requested, transmitted, and destroyed.[11] Due to the sensitive nature of the information, the Working Group recommends that in addition to requiring immediate reporting of data breaches of participant information, Approved Vendors should also be required to report a lack of timely deletion of personal information to both the Program Administrator and to the program participant that their personal information was not immediately deleted/destroyed as required for Consumer Protection, and such a report should be transmitted immediately and directly. The Working Group recommends that the Administrator include compliance with maintenance of policies around income verification and participant data, especially

[11] For one resource on this matter, specifically in regard to the intersection of benefits programs and immigration status risks and concerns, please refer to the National Immigration Law Center located here: https://www.nilc.org/issues/economic-support/privacy-protections-in-selected-federal-benefits-programs/, including *Privacy Protections in Selected Federal Benefits Programs* https://www.nilc.org/wp-content/uploads/2018/03/privacy-protections-fed-programs-tbl-2018.pdf

confidential data, in any auditing process for Approved Vendors, or to include auditing of this compliance as a separate, dedicated audit.

Personal Information in Contracts

The Working Group recognizes that there is a requirement for some information retention for the purposes of executing and maintaining contracts. However, the Working Group also notes that some contracts are vague and some are very specific in terms of the degree of personal information included in the contract, including confidential data. The Working Group strongly recommends that contracts, themselves, should only include the fact of verification -- in other words, confirmation that the participant on the other end of the contract was verified as eligible for the program -- but should not include any detail about why or how the participant was verified as eligible. As noted above, some federal laws around disclosure of enrollment and verification under previous/other benefits programs may have implications for this, as well. Hence, the Working Group recommends to limit only *the fact of verification for inclusion of data regarding eligibility in the contract.*

Customer Copies of Contracts

The Working Group emphasizes that customers should be able to acquire copies of their contracts by request at any time from the Approved Vendor. However, the Working Group recommends that customers under the IL Solar for All program should never be charged a fee for requesting a copy of their contract. These customers have a limited ability to pay fees, and the groups the program is intended to support also face challenges in being able to maintain documentation of contracts on file directly, hence, a requirement that they pay for a contract copy is unreasonable.

Requests for Detail on Participant Certification of Eligibility

Regarding participant certification of eligibility, we must ensure this process is not burdensome for the participants, themselves. The guidelines note that this process must happen in a format that is in line with the process included in the Participant Eligibility and Verification section of the Approved Vendor manual. However, that process is not currently included in the manual available to Approved Vendors. It is our understanding, that -this section is pending future inclusion. The Working Group requests that the Administrator provide further detail on the process and any established protocols the requirements would be relying on Approved Vendors to follow, have prior knowledge of, or understand in order to meet the participant data and income verification components of program delivery. This includes the established protocols that will be followed in the security and transfer of personal data to the Program Administrator referenced above.

Direct Certification/Pre-Certification for IL Solar for All and Reducing Participant Burdens

The Working Group has strongly recommended and continues to strongly support that direct certification, also known as pre-certification, or the ability of participants to utilize their pre-existing enrollment in a benefits program or other service that requires income verification within the income threshold set in statute for the IL Solar for All program as sufficient verification to qualify for the IL Solar for All program, should be utilized as part of the participant eligibility process when possible. The Administrator previously proposed a variety of possibilities around inclusion of pre-certification and has indicated support of incorporation of this practice. However, as the Working Group has not yet seen the Participant

Eligibility and Verification section of the Approved Vendor manual, in the absence of more specificity on if and how direct certification is included, we shall reiterate previous comments made on this matter.

The Working Group understands that the process of Enrollment and Verification are extremely complex. Realistically, best practices will probably have to be implemented incrementally because database development and programming requires time and money while the IL Solar for All Program is set to launch in weeks. But whether paper documents are used (such as the attached used in low-income solar programs in Connecticut) or databases are used, the Working Group strongly affirms the following:

- The enrollment and verification process for the consumer should be the ***least burdensome possible*** in meeting requirements. Simplicity is needed in general but especially with low income and EJ community residents whose lives are particularly challenging and complex.

- ***The highest levels of confidentiality should be maintained*** for customers' personal data especially for data that is protected by city, state and/or federal laws and guidelines. Please refer to our earlier comments in this document on this matter.

Enrollment and verification for income-eligible programs is becoming increasingly computerized to reduce duplicative efforts particularly in regard to submission of documents needed to determine eligibility. Nationally, there are many examples of best practice. In Illinois, the Illinois Department of Human Services, IDHS, and the Department of Healthcare Services, DHS, have developed a joint database to determine eligibility for multiple income eligible programs such as Medicaid, SCHIP, and SNAP, to name a few. The database in question accesses other databases that have client information needed for verification, e.g. access to the IRS database to determine wages earned. For these programs, a participant can show one or more pay stubs for most recent income verification but if more information is needed regarding wages earned through the prior fiscal year, that information can be accessed via the IRS database. Another benefit of this approach is that clients and application agents have portals to determine the status of the eligibility determination process. In the long-term, implementing such a tool would be useful in Illinois.

Another method of reducing the burden of enrollment that is used in Illinois and many other states is "direct certification." Under this approach, if a household is already enrolled in an income-eligible program where the income is lower than 80% of the area median income as required by Illinois Solar for All, that household is automatically certified as eligible. For instance, if a family is receiving SNAP, which is 134% of the federal poverty level, they would be automatically deemed eligible. For programs in some states, not only are participants directly certified as eligible but they are actually directly enrolled through a passive renewal process. As the Solar for All program evolves, it may be valuable to explore how other benefits programs could be used to help connect eligible participants to the Solar for All program.

Besides simplicity, the other variable that the Working Group wants to affirm is the need for confidentiality of customers' data particularly for data that is already protected by federal, state and/or municipal laws. For instance, if clients are directly certified/deemed eligible because they are enrolled in

SNAP, food stamps, federal law dictates very strict standards for how this information can be utilized, shared, and even stored.

In order to adhere to legal requirements regarding confidentiality of data, the Working Group strongly believes that the Program Administrator needs to consult legal experts on income eligible confidentiality requirements and ensure that Approved Vendors are trained on these requirements and their practices are monitored and to verify compliance. Additionally, all organizations who receive grassroots education funding also need to be trained so that they can include this in their presentations. For many low income and environmental justice community members, this will be reassuring since confidentiality violations have occurred in other contexts and, unfortunately, persist, particularly when accountability/monitoring is not sufficient.

Endorsement of Specific Provisions

In addition to the more extensive comments on individual consumer protection elements above, there were a number of specific provisions that the Working Group was very happy to see included as consumer protections and would like to specifically endorse and reiterate our support for these portions. These include:

- The Working Group was pleased to see provisions around forbearance for community solar program participants. We would encourage the Administrator to investigate whether similar requirements could be appropriate for the distributed generation sub-program.

- The Working Group takes the protection of sensitive personal information very seriously, as such, we were pleased to see requirements for the confidential storage as well as eventual destruction of documents.

- The Working Group commends the ILSFA team for the inclusion of sample Q&A itn the marketing material with statements that company representatives may and may not say. Wherever possible, we urge the program administration team to provide such clear, explicit guidance. In particular, we believe this sort of guidance is important to avoid some of the predatory practices that Illinois has seen in its Retail Electric Supply market.

- The Working Group appreciates the inclusion of links to further information in the description on RECs and interconnection. These should be helpful to consumers as a REC is a very complex concept. In addition, it would be helpful to have trained enrollment staff, who are provided standardized explanations to add if the customer still appears confused.

- The Working Group strongly supports the requirement that financial obligation not be secured by participants' homes or home equity.

- The Working Group also supports the intent to assess and inspect sites. For this program to be successful, it is very important that solar systems be installed correctly, in appropriate locations, and only on roofs/infrastructure that is in appropriate underlying condition.

- The Working Group strongly supports the requirements round warranties, maintenance, and system removal. The program administration team may want to consider and then clarify, what, if any of these protections, should still apply in the case of contract renewal.