



December 10, 2018  
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**Re: ForeFront Power Comments on Illinois Adjustable Block Program Community Solar Disclosure Form, Program Brochure, and Marketing Guidelines**

ForeFront Power (“FFP”), a wholly-owned subsidiary of Mitsui Co., Ltd., is a leading community solar developer and provider of solar energy services, serving business, public sector, utility, and residential customers. We are pleased to respond to the IPA’s opportunity to comment on marketing materials. We have invested heavily in the Illinois solar market and have a strong desire to see the state achieve its solar goals. It is in this spirit that we submit the following comments to the draft Community Solar Disclosure Form, Program Brochure, and Marketing Guidelines.

**Disclosure:** There should not be a standardized savings calculation. FFP would not object to standard assumptions for savings calculations but disagrees with the IPA conducting the calculations. FFP will only be able to offer vanilla rates like a fixed rate PPA approach unless the disclosure form allows FFP to model savings of its more complicated products.

FFP noticed that Part 412 contains rate notice requirements that do not apply to retail electric supplier offers that can be determined by a formula using public information. The IPA should exempt pricing approaches from the savings calculation that can be described as a formula and guarantee savings. The savings from those products should be expressed as a formula instead of the IPA’s proposed sales calculation.

If the IPA requires standardized savings calculation, it should be based on a standard net metering credit calculation without regard to supplier. A simulated QF rate for the relevant utility service territory would be the best model. The developer should then compare its product costs to that standard credit—in the case of a savings product, it would be easy to express the product as a percentage. In the case of a fixed rate product, the cost would also be easy to calculate based on the same production estimate for the credit. If the product is more complicated—for instance, if it has a price floor or a minimum savings—that can be expressed in the comparison of costs and credits.

While it is not a problem to customize the disclosure form to individual customers, there are concerns with providing a customer’s personal information to the IPA in order to generate the disclosure. As suggested above, the disclosure should be generated by the Approved Vendor with the IPA confirming



it was signed at the time of contract. Inputting private customer information on a third party's website in order to market that consumer is not a good or advisable business practice.

**Program Brochure Requirements:** The program brochure should only be provided once and the marketing guidelines should not require two discussions or meetings with the customer. But if two separate contacts are required, Approved Vendors or their agent should only have to provide proof that the customer was given the program brochure at first contact.

The IPA cited to "Part 412" in Section 6.13 of the long-term renewable resources procurement plan ("LTRPP") as inspiration for small subscriber protections. Part 412 are requirements applicable to retail electric suppliers. However, most of Part 412 only applies to a "solicitation." Part 412 itself does not define that term, but the ICC's first notice order defines solicitation as when a customer can enroll. (First Notice Order, page 56.) If two discussions or meetings with the customer are required, then the first cannot lead to enrollment. This is not consistent with Part 412's regulation of the solicitation process.

If the IPA requires the brochure to be provided in advance of contract signing, Approved Vendors should only retain proof that the brochure was provided to the customer or the customer's agent. Sending by regular or electronic mail is verifiable. Also, it is much more realistic to obtain proof that it was sent then getting a potential customer to sign before even seeing a contract. Even if a customer does sign, the act of signing will not make the customer understand the brochure better.

At the public session on November 30th, the IPA compared its two discussion or meeting requirement to cooling off periods. However, the IPA already requires a customer rescission window. Rescission allows a customer to cancel without any penalty; the ten business days provides the customer with sufficient time to review and ask questions about the brochure. If a few extra days for rescission would improve the chances a customer reading and understanding the brochure, the IPA should consider a short extension.

If the IPA is concerned about the potential impact of early termination fees, perhaps the IPA should allow for cancellation in the first billing cycle (perhaps 21 calendar days) if a customer does not sign the brochure twice. Cancellation would require the customer to pay subscription fees for the community solar bill credits received but not an early termination fee to terminate.

**Automatic Renewal:** Referring again to Part 412, automatic renewals are explicitly allowed. The marketing guidelines use the requirements for automatic renewal from Part 412 and turn them into requirements for non-automatic renewal for subscriptions. The marketing guidelines should follow Part 412 more closely and allow automatic renewal on similar terms as Part 412 does.

**"On Behalf Of":** In the community solar context, it is common for a government or consumer group to be the conduit for an introduction between the Approved Vendor and the customer. "Consumer



group” could conceivably mean any voluntary association unless the IPA provides a narrower definition. The IPA should either clarify that it only applies to consumer advocates tasked with protecting ratepayers or allow a consumer group to let an Approved Vendor advertise its endorsement. If a government wants to negotiate a special community solar deal for its residents, and has entered into relationships with one or many Approved Vendors, the Approved Vendors, the marketing guidelines should allow the Approved Vendors to make accurate claims.

Respectfully Submitted,  
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