



October 24, 2018

InClime  
Illinois Adjustable Block Program  
Program Administrator

Dear Sirs and Madams,

Certasun is a residential solar dealer-installer headquartered in Buffalo Grove, Illinois. We are grateful for the work the Illinois Power Agency and InClime (the "Administrator") are doing to launch the Adjustable Block Program, encourage the adoption of distribution generation, and protect consumers.

Certasun has adopted our [No Surprises Guarantee](#) because we are also committed to honestly explaining residential solar to homeowners. In interacting with them every day, we have learned a lot about what consumers find confusing.

You recently requested comment on your *Draft PV System Purchase Disclosure Form*. Below please find our feedback.

## Consider Clarifying Certain Requests to Ensure Fair Comparisons

It appears from the draft Disclosure form that one of the Administrator's primary objectives is to ensure the ability of customers to make apples-to-apples comparisons across vendors. Given this objective, we suggest rewording or revision certain requests. Specifically:

- The draft Disclosure asks for the "estimated annual system production decrease" (page 5). Is this the same as the warrantied maximum decrease in solar panel production? If so, it would seem the use of the term "estimated" is inappropriate, since it implies "expected", while "warrantied" might be more appropriately thought of as a worst-case. Certasun also suggests that "warrantied" is a more objective measure.
- Building further on the request for "estimated annual system production decrease": Most solar panel warranties include a larger first-year warrantied degradation followed by a smaller annual degradation in subsequent years. We suggest the final Disclosure should allow for this and possibly other warrantied degradation models.
- The draft asks for the "expected life of the system" (page 5). What is the definition of "expected life"? Is this the same as the system warranty or some other period? What if each of the major components has a different warranty? We suggest the final Disclosure define the expected life as the shorter of the panel or inverter product warranties.
- Furthermore, this section should be sure to require sellers to disclose a distinction between power warranties and product warranties and take these into account in any financial calculations. Many panels have power warranties that are much longer than their product warranties. A 25-year power warranty with a 12-year product warranty is most definitely not



the same as a 25-year power AND product warranty, and should not be presented as such in financial comparisons.

## Consider Presenting Fewer Financial Cases to Avoid Confusion

The draft Disclosure says the Administrator plans to include six PV system savings calculation cases—with low, middle, and high future electricity rate forecasts, each with and without an assumed federal income tax credit.

We respectfully submit that six possibilities is too many and will cause confusion. We suggest all three forecasts should include the federal income tax credit. Of course, the Disclosure could not that they forecast assume the use of the tax credit.

In addition, the choice of utility rate growth to use for the forecast will be important. We suggest the middle forecast should be the 10-year historical growth rate in avoidable cost of energy from ComEd, Ameren, or MidAmerican.

## Consider Removing Information Likely to be in the Installation Contract

The draft Disclosure requires information that should in the installation contact. Including such information both in the contract and the Disclosure, most probably in different forms or with different wording, will cause consumer confusion. It will also add significantly to administrative burden and unnecessarily raise cost for Illinois consumers. Finally, the Administrator is unlikely to be able to update the Disclosure form quickly enough to keep up with changes in a dynamic marketplace. Certasun believes the market's vendors are in the best position to draw distinctions between themselves, and therefore suggest the Disclosure form be kept as simple as possible.

As an alternative to a complex Disclosure form, the Administrator could require that certain information be included in installation contracts.

Specifically, consider omitting the following from the Disclosure:

- Payment timing
- Fee breakdown, unless fees are not included in total system price (in other words, only require fee information if the customer must pay those fees in addition to the system price)
- Late payment fees / interest rates
- Whether the system will be financed with a loan
- The approximate start date of the system installation
- Information on lien waivers
- Who is responsible to submit system interconnection application (it seems this would always be the vendor)



## Consider Removing Information Unlikely to Be Useful to Consumers

The draft Disclosure seems to be written with a residential customer in mind. However, it also requires the vendor to specify whether the system will be roof- or ground-mounted and the type of tracker, if any. The number of residential single- or dual-axis tracker systems will be infinitesimally small.

## Consider Removing Speculation about Remote Possibilities or Present Both Positive and Negative Scenarios

The section in the draft Disclosure on net metering says “Net metering is subject to change or termination by executive, legislative, or regulatory action, which may impact the rate and terms under which you are credited.” Current Illinois law grandfathers customers who go solar into the current net metering rules, even if they change in the future for new customers.

While the law could change, this is merely a speculative possibility, not a probable event based on current information. It is also possible that the government could choose to tax carbon emissions and thus cause an increase in utility electricity price, but the Disclosure form does not describe that possibility. If the Disclosure includes theoretically possible downside risks, it should also include theoretically possible upside scenarios. To do otherwise would be to bias consumers away from distributed generation.

Sincerely,

A handwritten signature in blue ink, appearing to read "Josh Lutton". The signature is fluid and cursive, with a long horizontal stroke at the end.

Josh Lutton  
President, Certasun LLC