

## Sangamon Solar – Chapter 9 LTP Feedback

### Questions

1. Should the vendor cap for the Solar Restitution Program be retained at \$200,000, raised to a higher level (and if so, to what dollar amount), or be eliminated entirely? - **The cap should remain in place to help as many stranded customers as possible. After the first year it should be re-evaluated. During the re-evaluation period increasing the cap as needed can be considered. Given some AVs had a significantly larger reach than others it seems wise to look at the number of claims against the vendor and adjust the cap accordingly.**
2. Should the per-project cap be increased for Large Distributed Generation projects? If so, to what amount? - **Keeping the cap as is for the Large DG projects will allow for more consumers to receive some level of assistance even if it isn't as much as they would hope. Allowing the Large DG to reapply yearly until made whole could be an option that would allow them to be paid out over time while also taking into account the budgets for the year.**
3. Should forfeited collateral from utility-scale wind procurements be included as a source of funding for the Solar Restitution? - **If the funds are going unutilized it seems wise to use the resources to assist other clean energy projects.**

### Questions:

1. In addition to the concerns described above, are there other consumer protection concerns related to solar financing of which the Agency should be aware?
2. Should the Agency require solar financiers who sell financial products for solar projects which are intended to be submitted to Illinois Shines register with the Program? - **They should be required to enroll within the program and have disclosure forms for transparency and apple to apples comparisons.**
3. If the Agency requires financiers to register with the Program, should solar financiers be required to complete an application process similar to the application (see Appendix G of the Program Guidebook) that prospective Approved Vendors must complete? Is there any additional information that the Agency should collect in the application process to promote prospective solar financier compliance with Program requirements and safeguard consumer interests?
4. If the Agency requires financiers to register with the Program, are there other ideas for how the Agency can monitor and enforce Program requirements for solar financiers? - **Quarterly compliance audits could be conducted for compliance. Complaints could also be used as a signal to look deeper into the claims made to insure compliance with the program.**
5. Do any of the proposed Program requirements for solar financiers or AVs/Designees listed above raise challenges or concerns?

### Questions

1. Should the Agency create a process to allow projects to be reassigned if the original Approved Vendor goes out of business and becomes entirely unresponsive and/or there is no person who can sign off on assignments on behalf of the Approved Vendor? - **There should absolutely be a process for the consumer to be reassigned without needing the previous**

**vendor if that vendor has closed their door. It is unrealistic to assume a business will continue to monitor emails and communications once there is no incentive to do so.**

2. Should the Agency revise the REC Contract to allow for unilateral reassignment of batches in place of (or in combination with) termination of the REC Contract? What complications might arise from this approach? Would there be any downsides? - **Allowing the individuals to select a new AV from a list provided by the IPA seems like the best way for the consumer to receive their incentives. The customer would be able to make the decision on their own and have agency in the best path forward for them.**

3. If a REC Contract is terminated by the utility, should the Agency allow projects that were subject to that REC Contract reapply to the Program? Should this depend on whether there is an option for batches to be unilaterally reassigned instead of terminated? If reapplication is allowed, what process should be followed? What limitations and/or requirements should apply? Should the new Approve Vendor be required to pay an application fee and collateral for the project? - **If the utility contract is terminated because of the previous AV going out of business there should be a 1 year window that would allow the customer to find a new AV to take over monitoring for the customer. An alternative would be for the IPA to develop an internal solution to monitor these customers and report to the utility. The AV should not need to pay the collateral and fee again. I understand these fees can help with keeping the program running. A reasonable middle ground would be offering a reduced fee and collateral to help all of the stakeholders.**