

**From:** [REDACTED]  
**To:** [IPA.ContactUs](#)  
**Subject:** [External] Doshi - response to Disclosure Form proposal  
**Date:** Monday, January 2, 2023 4:02:45 PM

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Hello,

I'm sorry for sending this three days after your requested deadline of December 30th. I was not able to review it until today. Below are my comments on your proposed customer Disclosure Forms for Distributed Generation (DG) and Community Solar projects under the Adjustable Block Program (ABP) and Illinois Solar for All Program (ILSFA), published December 2, 2022 and found at <https://illinoisabp.com/wp-content/uploads/2022/12/EXHIBIT-1.pdf>.

Disclaimers: I am writing solely in my personal capacity, not on behalf of any organization. I have not shared or discussed these comments with anyone. I have collaborated with various renewable energy (including solar) interests in my professional work.

Here goes:

For the ABP DG purchase forms (see pages 4, 8, 12), would the REC incentive money passthrough be listed here *only if* it's an additional credit to the customer, not already baked (negatively) into the purchase price stated further up on the page? If that's the intent, that should be clarified. [I do see the "Will pricing or other terms change if the project is not selected for Illinois Shines?" line, but I still think my question could be illuminated more clearly so the customer is not misled.]

Pages 23, 28, 30, 33: under "Project Information" it should say that the Community Solar Provider will send to the customer (among other information already listed) the Approved Vendor information after a project is identified.

Page 31: if the initial ARES electric supply rate is fixed for a time period, the time period should be stated.

In the five ABP Community Solar disclosure forms from pages 23-35, consider including a couple important minimum customer contract provisions (under the ABP) included in <https://illinoisabp.com/wp-content/uploads/2022/07/ABP-CS-Contract-Requirements-7.14.2022.pdf>: (1) subscription transfer provisions, and (2) contract renewal provisions. These were both included in your draft ILSFA Community Solar Disclosure Form at page 61 (as they are also required customer contract provisions under ILSFA).

For the ILSFA DG disclosure forms, under Project Installation on pages 37, 41, 46, 51, 56, it doesn't include the "Who is responsible for submitting a project interconnection application?" line as in the ABP DG disclosure forms on pages 4, 8, 12, 16, 20. Interconnection responsibility is a required term in the DG customer contract as prescribed by the ILSFA Program (<https://www.illinoissfa.com/app/uploads/2022/08/ILSFA-DG-Contract-Requirements-7.14.2022.pdf>, page 2). I also suggest adding a line in the same Project Installation box (pp. 37, 41, 46, 51, 56) about responsibility for coordinating with the local municipality for permitting and approval (also a required term in the DG customer contract as prescribed by the ILSFA Program, *id.*).

Page 48: it discusses payment forbearance for an ILSFA residential lease customer. But (1) it shouldn't say "loan"; and (2) the forbearance terms listed on page 48 don't match the lease forbearance terms on page 5 of <https://www.illinoissfa.com/app/uploads/2022/08/ILSFA-DG-Contract-Requirements-7.14.2022.pdf>.

Page 53: it discusses payment forbearance for an ILSFA non-profit/public (NP/P) lease customer, but <https://www.illinoissfa.com/app/uploads/2022/08/ILSFA-DG-Contract-Requirements-7.14.2022.pdf> at page 5 says forbearance applies only to residential lease customers. If this is going to be a dynamic form, the forbearance part should toggle off if NP/P is toggled on.

Page 58: it discusses payment forbearance for an ILSFA power purchase agreement (PPA) customer (without differentiation between residential vs. non-profit/public). But (1) it shouldn't say "loan"; (2) the forbearance terms listed on page 58 don't match the PPA forbearance terms on page 4 of <https://www.illinoissfa.com/app/uploads/2022/08/ILSFA-DG-Contract-Requirements-7.14.2022.pdf>; and (3) *id.* at page 4 says the forbearance requirement applies only to ILSFA residential PPA customers (not non-profit/public PPA customers), so again, forbearance should toggle off if NP/P is toggled on.

Page 60: the ILSFA Community Disclosure Subscription disclosure form should mention the three-calendar-day right of rescission (see <https://www.illinoissfa.com/app/uploads/2022/08/ILSFA-CS-Contract-Requirements-7.14.2022.pdf> at page 3), similar to statements on pages 3, 7, 11, 15, 19, 36, 40, 45, 55 of the disclosure forms.

Thank you,  
Sameer