



April 2, 2018

VIA ELECTRONIC MAIL

SMART Program
Massachusetts Department of Energy Resources
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Boston, MA 02114
Email: DOER.SMART@state.ma.us

Re: Comments of Sunrun Inc. on DOER's Proposed Disclosure Forms

Sunrun, Inc. (Sunrun) respectfully submits the following comments on the Massachusetts Department of Energy Resources' (DOER) draft disclosure forms for third party-owned and direct ownership solar PV systems. At the outset, Sunrun commends DOER for its ongoing commitment to collaboration with solar energy stakeholders to ensure that consumers are protected while moving the solar industry forward. As you know, Sunrun has been engaged throughout the development of the SMART program and we look forward to staying engaged in this process to establish reasonable standards that will ensure a positive experience for all Massachusetts solar customers.

Sunrun provides a variety of solar products that include cash purchases, loans, power purchase agreements ("PPAs") and leases. Sunrun's PPAs and leases have enabled thousands of consumers – who may not be able to afford to buy solar panels outright – to enjoy the benefits of solar power. Sunrun's PPAs and leases come with solar production performance guarantees and warranties that ensure that the systems we install perform effectively and that all panel maintenance and repairs are taken care of by Sunrun at no cost to the customer.

Sunrun takes consumer protection very seriously and we are working with local and national partners to ensure that the highest standards for consumer protection are upheld. We serve as co-chair of the Consumer Protection Committee of the Solar Energy Industries Association (SEIA), the national solar industry trade group that is leading the industry with pro-active consumer protection tools to ensure a quality experience for solar customers. Further, we have maintained an A rating on Angie's List, and an A+ with the Better Business Bureau. Sunrun has invested significantly in Massachusetts and looks forward to continuing to provide solar as a service to Massachusetts homeowners.

Sunrun believes that disclosure forms can provide a useful baseline of understanding for consumers of key terms of solar contracts. We generally support SEIA's model disclosure forms for consumers as well as SEIA's Business Code of Conduct, which establishes extensive guidelines for sales, marketing, consumer engagement and other business practices applicable



to all members of the association. Sunrun appreciates that DOER seeks to equip solar consumers with the information they need in order to make meaningful decisions regarding which solar provider to work with. Sunrun recommends that DOER incorporate SEIA's model disclosure forms which have been utilized in other jurisdictions. DOER's incorporation of SEIA's model forms will simplify implementation and enforcement of the disclosure forms for both DOER and the solar industry. With respect to specific provisions in DOER's forms, Sunrun offers the following feedback.

Renewable Energy Certificates

As currently drafted the language defining renewable energy certificates in the DOER disclosure forms could potentially confuse consumers and be interpreted as contradictory to the terms of a solar contract. Specifically, the language stating that "the end-use consumer can make no claims that they utilized the solar power generated by the facility" appears to prohibit self-consumption of the solar power at a consumer's residence. We, however, understand and agree that consumers cannot claim ownership of the environmental attributes of the solar generated while receiving incentive payments under SMART. Therefore, Sunrun recommends the following amendment.

"*A Renewable Energy Certificate (REC) represents the Environmental Attributes associated with one megawatt-hour of renewable energy as defined by Massachusetts law. In signing a contract to construct this facility, the end-use consumer can make no **public advertising or environmental benefit** claims that they utilized the solar power generated by the facility to meet their electrical energy needs, as the RECs generated by the facilities participating in the SMART program are the property of the utility company."

The amendment clarifies that the customer cannot claim the RECs i.e. green attributes and avoids any implicit prohibition of a customer claiming that it used the "energy" from solar system for their own electricity needs. The energy produced by the solar system and used by a customer should be differentiated from the environmental attributes of the power generated. We believe our proposed edit above resolves DOER's concerns.

Language Regarding Roof Conditions

Sunrun recommends removing language requiring an estimate of the age of a roof and date for replacement. There are multiple factors that can affect the condition of a roof that are outside of a solar provider's realm of control or authority. Therefore, to hold a solar provider accountable for this information in a disclosure form would likely not achieve the purpose of the specific disclosure. Additionally, we recommend removing a disclosure of any projected costs for removing or re-installing on a roof. The costs of installing or repairing a roof can change over time and be impacted by other conditions in the home that may or may not arise subsequent to a consumer signing a solar contract.



Section on Home Improvement Contract Law

DOER has proposed a disclosure inquiring about whether the system installation contract confirms to the requirements of the State Home Improvement Contract Law. We recommend that this section be removed from the disclosure forms. Sunrun's power purchase agreements and leases are agreements involving personal property and are not home improvement contracts. Upon the ending or termination of a power purchase agreement or lease, the solar panel system is removed from the consumer's property. Solar panel systems are thus not permanent parts of the home and not home improvement projects. We also note that residential solar contracts are already subject to a suite of federal and local consumer protection laws established to ensure consumers understands the contracts they sign and to prevent abusive and deceptive business practices.

Amount of Fees or Finance Charges (Direct Ownership)

The solar provider may not know or have access to the customer's specific financing charges provided by a third party. Sunrun recommends that the language regarding this section be modified to provide an estimate of charges, or removed.

Sunrun appreciates the opportunity to provide input on DOER's draft disclosure forms. We respectfully request that the DOER give full consideration to our comments and incorporate our recommendations. Please do not hesitate to contact us if you have any questions regarding this submission.

Sincerely,

/s/ Evan Dube

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