May 28, 2026

Via Electronic Filing and Service

Jeffrey R. Gaudiosi
Executive Secretary
Public Utilities Regulatory Authority
10 Franklin Square New Britain,
Connecticut 06051

RE: Docket No. 26-08-02, GoodLeap Responses to PURA Information Request

Mr. Gaudiosi,

GoodLeap respectfully submits our response to Interrogatory CAE-14-20 in Docket 26-08-02. Please contact me with any questions regarding this filing.

Respectfully,

/s/ Jake Assael
Director of Policy
GoodLeap
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CAE -14 CCWG Report, p. 7. In what cases would residential solar contractors not provide multi-year net saving estimates to customers?
Multi-year net savings estimates are commonly provided to customers, but can vary by contractor. For example, a contractor may sell based on a dollar per kilowatt hour rate swap relative to a customer's existing electricity rate, rather than estimating multi-year savings. Additionally, some products that include battery storage may not require a year one savings showing, which can affect whether multi-year estimates are presented to customers.

CAE-15 CCWG Report, pp. 14, 24. In what cases would contractors provide customers with multi-year savings estimates for terms less than 20 years?
Contractors would provide customers with multi-year savings estimates for terms less than 20 years in two specific cases:

- The first case is when a customer is making a cash purchase. Since cash purchases do not involve a financing agreement or loan term, there is no predefined contract length dictating the savings projection period. It is worth noting that for cash and loan purchases, the operation and maintenance of the system falls to the customer (the system owner). This puts the onus on the homeowner to realize the full potential of savings.
- The second case is when the contract itself is structured for a term shorter than 20 years. In that situation, the savings estimate would align with the length of the contract rather than defaulting to a standard 20-year projection.

In both scenarios, the goal is to ensure that the savings estimate accurately reflects the specific circumstances of the customer's purchase or agreement, providing them with a realistic and transparent picture of the financial benefits they can expect over the relevant time period.

CAE-16 For RRES projects paired with storage, do contractors include the value of ESS incentives in the net savings estimates provided to customers?
As a financier and third-party owner of battery systems rather than a contractor, our response is based purely on that experience. The answer differs depending on both the financing structure (cash/loan vs. TPO) and what is being referred to (enrollment incentive vs. pay-for-performance compensation). A distinction we would like to underscore is that pay-for-performance compensation is not an incentive, but a payment for services rendered to the grid.

In a TPO scenario, typically the investor qualifies for the incentives. In a cash and loan scenario, the customer qualifies for the incentives, so whether they are included in

the savings estimates can depend on if the Contractor supports the customer with their paperwork processing to get the incentive.

Both the enrollment incentive and long-term pay-for-performance compensation can be incorporated into net savings estimates by lowering the monthly rate in a TPO structure, which in turn increases the savings estimate presented to customers. In cash and loan transactions, these amounts may instead be used to defray upfront costs.

Program certainty is central to whether long-term compensation–like the pay-for-performance payments which accrue over 10 years–will be included in a savings estimate or used to reduce customer costs. Capital providers rely on program longevity and clarity for underwriting and setting pricing for TPO offerings. Programs that show instability or lose political support will erode confidence among contractors, TPO providers, and customers alike. Without program stability the pay-for-performance compensation will not be reflected at the point of sale.

CAE-17 CCWG Report, p. 31. Discuss the prevalence of customers opting to cancel contracts within the three-day rescission period. Provide the percentage of contracts that are rescinded within the three-day period, if available.
Rescissions within the three-day period are a common occurrence in home improvement financing and are not unique to GoodLeap or the solar industry broadly. While we do not have precise figures to share in this forum, we can confirm that the majority of project cancellations that occur do happen within that initial window. This pattern is consistent with what one would expect given that the rescission period is specifically designed to give consumers time to reconsider a significant financial commitment.

It is worth noting that GoodLeap TPO agreements provide a five-day internal rescission window, which exceeds the statutory three-day requirement. This reflects our commitment to consumer protection and our confidence that customers who move forward after that period have made a fully informed decision. Additionally, GoodLeap does not charge a fee if customers cancel after the five-day window up until the point of project installation.

CAE-18 CCWG Report, p. 46. Discuss the method(s) contractors currently use to determine the starting utility rate. If software platforms are used, do they account for customer-specific rates such as low-income discount rates or third-party supply rates?

Contractors currently use a variety of methods to determine the Average Starting Utility Rate. During working group discussions, contractor members disclosed that they rely on at least seven different software platforms to calculate this and other financial inputs presented to customers. For the starting utility rate specifically, platforms such as Genability (Arcadia) are commonly used. Genability maintains a comprehensive database of electricity tariffs and uses a rate engine to calculate an average all-in electricity rate based on a customer's electric distribution company and location.

Some contractors instead calculate the starting utility rate directly from the customer's utility bills, deriving a 12-month historical average of the all-in rate based on actual usage. This approach is more customer-specific but introduces opportunities for error and inconsistency across contractors and customers.

Regarding whether software platforms like Genability or bill-derived methodologies adequately account for customer-specific rate characteristics such as low-income discount rates or third-party supply rates, the answer depends on the platform and the inputs a contractor chooses to include. As part of GoodLeap's underwriting we check rate plan assumptions against customers' utility bills. So for example, if we see based on the utility bill, that the customer is on a low-income rate, we check if that assumption was also used in the software modeling.

CAE-19 CCWG Report, pp. 31, 48. Clarify whether EOE's recommendation of presenting completed customer disclosure forms "immediately prior to and contemporaneously with the solar contract" would require that the customer disclosure form be generated outside PowerClerk and uploaded to PowerClerk after signing. If so, comment on the likelihood of introducing transcription errors when the information from the customer disclosure form is entered into PowerClerk.

Based on EOE's recommendation that completed customer disclosure forms be presented to customers immediately prior to and contemporaneously with the solar contract would indeed require that the form be generated outside of PowerClerk and uploaded after signing. This is because sales personnel who present contracts to customers generally do not have access to PowerClerk, and the interconnection application process in PowerClerk occurs after a contract is signed.

The Report acknowledges this dynamic directly, noting that in order for customer disclosure forms to be presented prior to or contemporaneously with installation contracts, they must be generated outside of PowerClerk, such as in a duplicate

electronic version in the contractor's CRM or printed from PowerClerk and filled in manually and wet-signed by hand, with the completed form then uploaded to PowerClerk. The Report expressly flags that this process increases the risk of transcription errors when the information is entered into PowerClerk.

The more data fields that are added to the disclosure form as part of the recommended changes, the greater the opportunity for transcription error when that information is later entered into PowerClerk as part of the interconnection application process.

Transcription errors are not the only concern. With each added step, the process becomes more burdensome on the customer and contractor, and opens the door to technological errors as well. To reduce these risks, the Authority could adopt a standard template format and require that all disclosure forms be completed and signed digitally rather than filled out manually or wet-signed. This approach would also make optical character recognition extraction more straightforward if the Authority is considering that technology. More broadly, moving away from wet signatures would bring meaningful improvements to consumer protection.

CAE-20 In other states in which solar contractors operate that have similar customer disclosure requirements, at what point in the sales and contracting process are contractors required to provide completed customer disclosure forms to customers?
In other states where solar contractors operate under customer disclosure requirements, the prevailing practice is to provide completed disclosure forms to customers at the point of sale, contemporaneously with the execution of the solar installation agreement. This approach reflects the operational realities of the residential solar sales process, in which the disclosure form serves as a summary of the key financial and production terms that are also contained in the contract itself.

The residential solar sales process typically involves distinct stages: an initial customer contact or proposal phase, followed by a contract execution phase at which point system design, production estimates, and financing arrangements have all been finalized. Disclosure forms cannot be meaningfully completed prior to this stage because critical inputs, including shading analysis results, confirmed system specifications, and financing terms, are not available until the contract is ready for signature. Providing a disclosure form before these inputs are confirmed would result in a document that is either incomplete or inaccurate, which would undermine rather than advance the consumer protection goals the form is intended to serve.

These disclosure forms function effectively as a natural point of friction in the sales process, giving consumers a meaningful opportunity to pause, review the key terms of their agreement, and ask questions before moving forward. Rather than representing the conclusion of consumer protections, the disclosure form is one element within a broader framework that includes company-specific disclosures layered on top of state mandates, as well as post-sale touchpoints such as customer welcome calls, like GoodLeap's customer project verification calls, designed to answer questions and confirm understanding of the customer contract. GoodLeap provides its verification calls prior to granting the contractor notice to proceed. Consolidating the material financial and production terms of the contract into a single, readable document serves a genuine educational purpose and reinforces informed decision-making at the moment it matters most.

CERTIFICATION

This is to certify that on this day, the foregoing document was filed with the Public Utilities Regulatory Authority, and copies of the foregoing document were served upon each person designated on the Authority's official service list in the above referenced proceeding in accordance with R.C.S.A. § 16-1-15.

/s/Jake Assael

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