Sunrun, Inc. **Witness: Kyle Wallace**
Docket No. 26-08-02 **May 28, 2026**

CAE-14 CCWG Report, p. 7. In what cases would residential solar contractors not provide multi-year net saving estimates to customers?

Response:

A residential solar contractor may not provide a multi-year net savings estimate to potential customers due to the inherent uncertainty regarding future utility costs, and therefore may only provide a first year net savings estimate as required on the disclosure form and in proposal materials. One primary reason for doing so is when energy storage is included because the value proposition is fundamentally different and more complicated and may not include an expectation of near-term net savings. That value proposition for solar plus storage systems includes back-up power (which is not reflected in utility bill savings), compensation from the Energy Storage Solutions Program, a hedge against future energy costs and cost certainty, and potentially utility bill savings over the term of the solar contract.

Sunrun, Inc. **Witness: Kyle Wallace**
Docket No. 26-08-02 **May 28, 2026**

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?

Response:

Please refer to Sunrun's answer to CAE-14.

Sunrun, Inc. **Witness: Kyle Wallace**
Docket No. 26-08-02 **May 28, 2026**

CAE-16 For RRES projects paired with storage, do contractors include the value of ESS incentives in the net savings estimates provided to customers?

Response:

Potentially. Energy Storage Solutions Program compensation that flows to the customer as a reduction in the upfront cost for a customer-owned system or a lower monthly solar plus storage payment for a third-party owned system would be reflected in the net savings estimate provided on the customer disclosure form. ESS compensation that is provided to the customer in other forms, such as a separate upfront payment for grid-edge customers or ongoing annual performance payments, may not be included in the RRES net savings estimate provided on the customer disclosure form. Whether and how ESS compensation is shown will be dependent on the compensation structure that is agreed to between the customer and the installer, OEM, and/or third-party owner.

Sunrun, Inc. **Witness: Kyle Wallace**
Docket No. 26-08-02 **May 28, 2026**

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.

Response:

Sunrun is not able to provide specific data on the percentage of contracts that are cancelled within the three-day period. Sunrun allows customers the ability to cancel their contract up until installation work has commenced at the home. This is often weeks or months after the initial contract is signed.

Sunrun, Inc. **Witness: Kyle Wallace**
Docket No. 26-08-02 **May 28, 2026**

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?

Response:

As explained in Sunrun's Annual Compliance Filing in Docket 25-08-02RE01 and prior contractor compliance dockets, Sunrun uses Genability by Arcadia for determining the starting utility rate. This platform maintains a database of available tariffs and can provide utility rates, "avoided cost of power" figures based on unique solar tariffs such as RRES, and estimated savings based on the combination of input usage data, utility tariff details, and solar production estimates. This platform's model can include low-income discount rates, but it does not include third-party supply rates given the extreme variability, unless manually provided by the user. Due to the customer's ability to change suppliers at any time and that third-party supply contracts are for a limited period of time, Sunrun assumes default supply rates in utility rate calculations.

Sunrun, Inc. **Witness: Kyle Wallace**
Docket No. 26-08-02 **May 28, 2026**

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.

Response:

Yes, providing the customer disclosure form prior to or at the same time as the solar contract would require the customer disclosure form being generated outside of PowerClerk. There is no information included in the disclosure form that would require it to be generated inside of PowerClerk.

Today, Sunrun completes the information on the customer disclosure form based on the associated solar contract and system design documents, and it is provided to the customer at the same time as the solar contract so that the customer can compare the information in both documents, which is the purpose of a disclosure form. Customers may sign the day they receive the documents or they may take additional time to consider their options.

The internal team that applies for interconnection through PowerClerk is not the same team interacting with customers during a sale. Having more employees engaging with PowerClerk, creating applications, and generating disclosure forms would substantially increase the risk of incorrect information and RRES or interconnection application complications. As stated above, there is no information provided by PowerClerk that is necessary to complete a customer disclosure form.

Because the customer disclosure form is completed and signed by the customer at the time the contract is signed, Sunrun does not understand why such information would still need to be input into PowerClerk, and potentially a second disclosure form signed, as part of the interconnection application. If a disclosure form is needed to be provided in PowerClerk, uploading the already-signed copy of the disclosure form would seem to be sufficient. If there was a requirement to input that same information manually into the interconnection application, this would further increase the risk of mistakes.

Sunrun, Inc. **Witness: Kyle Wallace**
Docket No. 26-08-02 **May 28, 2026**

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?

Response:

Typically disclosure forms are required to be provided to customers either at the same time or prior to receiving the associated solar contract. A disclosure form's primary purpose is to provide customers with a concise overview of material terms of the solar contract so that they can make an informed decision. States such as Rhode Island, New York, and Illinois require the form to be provided with the customer agreement or earlier. Other states with solar programs that require a disclosure form, such as Massachusetts or New Jersey, do not explicitly specify when the customer disclosure form must be provided, but it is required prior to being able to apply to the applicable program and therefore is typically included with the solar contract and any material amendments.