



# How Consumer Protections for the IPA's Solar Incentive Programs Work



Session 2

IPA's Summer School Virtual Series for Legislators & Staff

8/15/24













# <u>IPA Summer School for Legislators & Staff</u> 2024 Schedule

## **Previous**

**Session 1: Understanding the IPA's Solar Incentive Programs** 

Date: Thursday, July 18, 2024, at 12:15 - 1 p.m.

**Watch the Recording & View Deck Here** 

## **Upcoming**

Session 2: How Consumer Protections Work for the IPA's Solar Incentive Programs

Date: Thursday, August 15, 2024, at 12:15 - 1 p.m.

Registration Link: Register Here

Session 3: Advancing IPA's Equity Initiatives in the Clean Energy Transition

Date: Thursday, September 5, 2024, at 12:15 - 1 p.m.

Registration Link: Register Here

Session 4: IPA's Clean Energy Dashboard & Progress Toward State Clean Energy Goals

Date: Thursday, September 19, 2024, at 12:15 - 1 p.m.

Registration Link: Register Here



# What is the Illinois Power Agency?

- About the IPA Recap:
  - Responsible for implementation of Illinois Renewable Portfolio Standard
  - Implement the state's two solar incentive programs
  - Clean energy work incorporates equity provisions
  - Continues to procure electricity for 20-25% of eligible retail customers in Illinois, established in 2007
  - What distinguishes us from the ICC
- IPA's Consumer Protection (CP) Obligations
  - Set terms and conditions for participation, including CP requirements





Rachel Granneman

Deputy Legal Counsel - Consumer Protection,
Illinois Power Agency



# Session 2: Consumer Protections & the Solar Incentive Programs

# Agenda

- IPA's Commitment to Consumer Protection & 1-75(c)(1)(M)
- Part I: Program Requirements
- Part II: Education, Resources, and Stakeholder Input
- Part III: Addressing Consumer Protection Issues
- Q&A



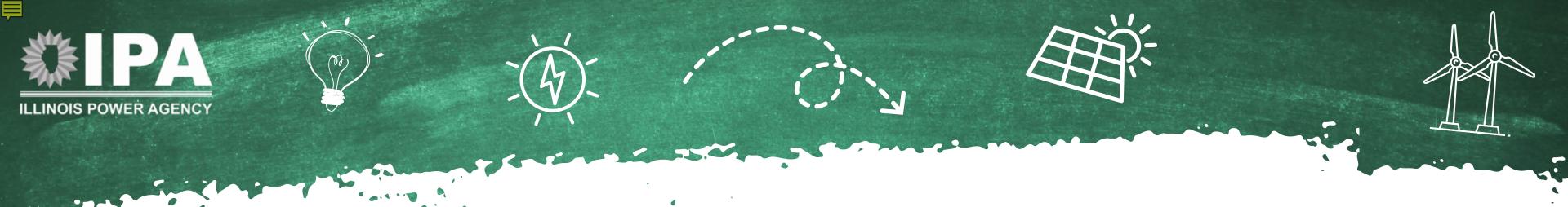
# **IPA's Commitment to Consumer Protection**

- Protects customers against misleading or unfair business practices
- Helps residents and businesses make informed decisions about whether and how to go solar
- Encourages positive customer experiences and builds trust in the programs
- Ensures state-administered incentive funding only supports entities that responsibly serve the public



# CEJA Updates to IPA Act Section 1-75(c)(1)(M)

- (i) Directs Agency to "establish a registration process" and "maintain a list of approved vendors" and states that **Agency may "revoke" a vendor's ability to participate for failure to comply with requirements**
- (ii) Directs Agency to establish program requirements and minimum contract terms
- (iii) Gives Agency authority to require standard disclosure forms
- (iv) Directs Agency to establish consumer complaint centers to accept complaints and publish database of complaints
- (v) Directs Agency to file annual report on complaints and enforcement actions with the Illinois Commerce Commission
- (vi) Directs Agency to schedule regular meetings with Office of the Attorney General, Illinois Commerce Commission, and other stakeholders on consumer protection topics
- (vii) Directs Agency to refer, as appropriate, complaints to other legal authorities / law enforcement



# CEJA Updates to IPA Act Section 1-75(c)(1)(M)

- reflects and articulates Agency's scope of authority
- codified existing practices / requirements



# Part I: Program Requirements

- Registration
- Compliance with Consumer Protection Handbook
- Compliance with Contract Requirements
- Disclosure Forms
- Complaints & Program Violations



# Required Program Registration: Approved Vendors

Approved Vendors are responsible for:

- Submitting project applications to Illinois Shines and ILSFA,
- Selling RECs from each solar project to the local utility in exchange for incentive payment, and
- Supervising any entity working on their behalf.

Approved Vendors *must* apply to participate in each Program, and:

- Must submit a detailed application, which is reviewed and either approved, conditionally approved, or denied;
- Must agree to comply with all Program requirements; and
- Must submit a renewal application annually.
- Note: registration is <u>not</u> a licensing process

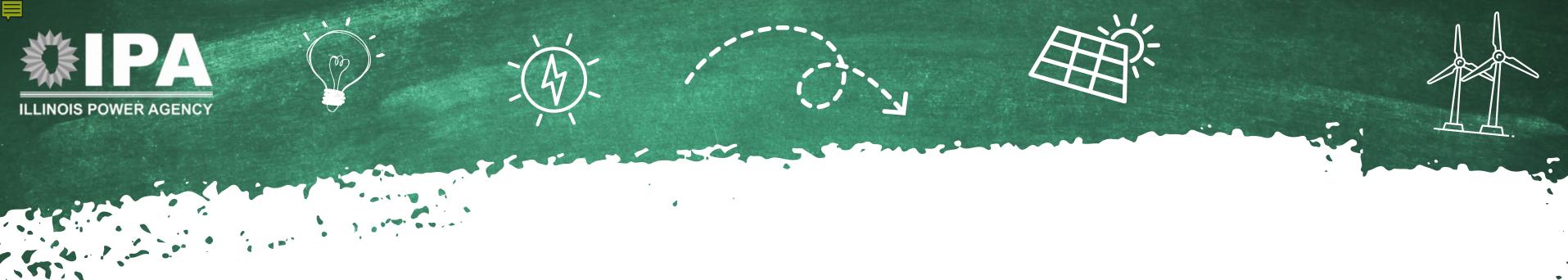


# Required Program Registration: Designees

- Designees are entities that work on behalf of an Approved Vendor and interact with end-use customers
- Designees may do marketing, sales, installation, etc.

Designees must register with the Program and:

- Must agree to comply with Program requirements
- Must renew their registration each year



# How to find Approved Vendors and Designees

- Illinois Shines: <u>List AVs and Designees</u>
- Illinois Solar for All: <u>List AVs and Designees</u>











# **Consumer Protection Handbook**

The <u>CP Handbook</u> lays out marketing, sales, training, conduct, and other requirements for Approved Vendors and Designee participating in both solar incentive programs.

## Sample General Requirements

- •AVs and Designees shall:
  - Accurately portray prospective customers' anticipated costs and savings.
  - Shall not make any demonstrably false or unsubstantiated statements about whether or to what degree an offer will save customers money.
  - Shall not describe the Program as providing a tax credit.













# Other Example Requirements

- Sales agents doing in-person solicitation for small solar projects must wear an ID badge with their name, photo, company, and ID.
- If a customer doesn't speak English, the solicitation must be conducted in the customer's language or solicitation must stop.
- All customers must receive and sign a standard Disclosure Form prior to signing a contract.
- If Community Solar bills are delayed (e.g., due to utility billing issues), and the community solar provider is billing for 3+ months at once, they must offer a no-penalty payment plan (2+ months for ILSFA).

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# **Contract Requirements**

- IPA developed requirements for customer contracts for both Programs
- For example, installation contracts must include:
  - All costs and fees
  - Design specifications
  - Warranty information
  - Dispute resolution procedures
  - Governing law
- For ILSFA:
  - Any contracts with ongoing payments must include forbearance provisions
  - Extended rescission periods



# Additional Program Requirements Specific to ILSFA

- Participants see <u>no</u> upfront costs
- Minimum specified savings participants must pay no more than 50% of the value of the electricity generated from their onsite solar project or from their share of a community solar project



# **Disclosure Forms**

## Prior to signing a contract:

- Approved Vendors/Designees must provide a standard Disclosure Form to each customer
- Customers must review and sign that form first

Forms are designed to provide customers clear, consistent info about solar projects and transactions. For example, DG Disclosure Forms include:

- Costs and fees
- Size

- Amount of incentive
- Installation information
- Warranties
- Financial benefits

Links to the forms: <u>Illinois Shines forms</u>, <u>ILSFA forms</u>









# Illinois Shines Solar Project Purchase Disclosure Form

Solar Project Purchase Disclosure Form - ID# 505481

Illinois Shines is a state solar incentive program. An installer or other vendor is required to provide you with this disclosure form so Illinois Shines is a state solar incentive program. An installer or other vendor is required to provide you with this disclosure form so that you have accurate information about the solar project, including its size, cost, operations, warranties, and financial benefits. More information about Illinois Shines is available at <a href="https://illinoisshines.com/consumer-protection/disclosure-form-resources">https://illinoisshines.com/consumer-protection/disclosure-form-resources</a>. Another state solar incentive program, Illinois Solar for All, is available for income-eligible customers and includes savings guarantees (visit <a href="https://illinoisSFA.com">https://illinoisSFA.com</a> for more information).

This form is not a substitute for your contract. <u>Carefully read your contract before signing.</u> You may want to <u>compare offers</u> from multiple installers or Approved Vendors. You should take whatever time you need to shop around and to fully understand the contract before signing.

You may rescind your installation contract and receive a refund of any deposit by contacting the project seller within the period allowed by your contract or law, which cannot be less than three calendar days.

If you are unable to resolve a complaint with your installer or Approved Vendor, you may contact the Illinois Shines Program If you are unable to resolve a complaint with your installer or Approved Vendor, you may contact the Illinois Shines Program Administrator by emailing complaints@illinoisshines.com or by calling (877) 708-3456. If you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may also be able to help; call (800) 243-0618 or visit https://illinoisattorneygeneral.gov/File-A-Complaint/.

## Contact Information

Customer Information	
Name	123 Illinois St, Chicago, IL 60131
Address	123-123-1234
Phone	jdoe@illinoisabp.com
Email	AmerenIllinois
Service utility	Residential/Small Commercial
Customer type	Resident

Approved Vendo	IGS Solar LLC
Legal Name	100 00
Marketing Name	Dublit
Address	6100 Emerald Pkwy, Dublir 43016
	614-659-5675
Phone	IGS_ILincentive@igs.com
Email	IGS_ILIIIo

Customer type	TO STATE OF THE ST	I
Project Seller		
Legal Name	Seller	
Marketing Name	123 AV lane, Chicago, IL 43016	71
Address	123 AV lane, Criticas	71
	123-123-1234	71
Phone	seller@solar.com	
Email		

Seller
Chicago, I
123 AV lane, Chicago, I
123-123-1234
seller@solar.com



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Solar Project Purchase Disclosure Form - ID:

## Project Purchase Information and Costs

If your purchase of the solar project will be financed through

Deposit or payment at contract signing	When Payment is Due	may add to the overall
Deposit or payment at installation	At contract signing	Amount
Amount of final payment due to seller	At start of installation	\$100.00
Amount of any other payments for the project	60 days after project installation	\$0.00
project payments for the	30 days after installation	\$20,000.00
Face that		\$250.00

Fees that will apply				\$250.00
Maintenance Fee	Amount	When Due		
Interconnection fee	\$100.00	Annually	# of Payments	Amount
	\$100.00	at installation	20	\$2,000.00
Total amount paid, in	cluding purch	200	1	\$100.00

### , including purchase price and above fees, for duration of contract

Other Food the contract		\$22,550.00
Other Fees that May Apply Late payment fee	When Applicable	
	Payment is more than 30 days late	Amount
Illinois Shines Incentive B	ate more than 30 days late	Accrues at 3%

## You may be eligible for

You may be eligible for other incentives releated to your solar project, including a fit Expected value of incentive payment that will be received by the Approved yendor for the solar project if accepted into Illinois Shines program (acceptance Amount of the incention	ederal solar tax credit
godianteed)	\$10,153.00
Amount of the incentive payment that the Approved Vendor will pass on to the customer	
This payment amount	\$9,000.00

This payment one	\$9,000.00
This payment amount may change if project speci	fications
incentive?	and Possible Refund section below
Will pricing or other terms change if the project is not selected for Illinois Shines  Review your contract to understand by	No
Review your contract to understand by	nes? Yes

ontract to understand how pricing or terms will change if the project is not selected When will Approved Vendor submit an application for the project to Illinois Shines? Within 30 days of contract

## ollateral Charge and Possible Refund

entive ne
entive payment as collateral in case your solar poject does s) as expected. This collateral may be refunded later.
\$100.00
30 days after completion of REC
Preventative maintenance completed annually

### Project Installation

Estimated start date of project installation	annually
Estimated completion date of project installation	30 days from the date the contract is signed
Estimated date for seller to furnish	120 days from the date the
Who is responsible for submitting a project interconnection application to your local service utility?	6 months from installation
or opplication to your local	Approved Vendor





Illinois Shines Program Administrator admin@illinoisshines.com • (877) 783-1820

Solar Project Purchase Disclosure Form - ID# 505481

- CO WW DC

50/\	6.30 kW AC 6.60 kW 2
Project Design Specifications  Project Size (size of project as built may vary by the greater of 1kW or 5%)  Project Size (size of project as built may vary by the greater of 1kW or 5%)	9,333.00 kWh
Project Size (size of project as built may	25 years
Setimated total annual electrical	Roof mounted
Expected life of the project	

A solar project's performance can be affected by the type of solar panel used and placement of the panels. For A solar project's performance can be affected by the type of solar panel used and placement of the panels. For example, solar panels that do not face south, are at too steep or flat of an angle, or are shaded will not produce as much electricity. The capacity factor reflects a project's expected production and can be used to compare design and expected performance between project proposals. expected performance between project proposals.

Your project's estimated capacity factor for the first 15 years is: 16.3%



Illinois Shines solar projects
typically have a capacity factor of about 13.6% - 19.3%

Net Metering and Smart Inverter Rebate

You may be eligible for net metering, which credits your electric bill for excess generation from your solar project. Net metering credits can have a significant impact on the financial benefits of your solar project. To participate in net metering credits can have a significant impact on the financial benefits of your solar project. To participate in net metering are application must be submitted to your electric utility. For more information on net metering. metering credits can have a significant impact on the financial benefits of your solar project. <u>To participate in n. metering, an application must be submitted to your electric utility.</u> For more information on net metering, including credit amounts, how credits roll over, and whether credits expire please see metering, an application must be submitted to your electric utility.

For more information including credit amounts, how credits roll over, and whether credits expire, please see https://illinoisshines.com/consumer-protection/disclosure-form-resources.

# An application will be submitted for your project to receive the Smart Inverter Rebate. Your electric utility will provide an upfront lump-sum payment, but you may receive a lower net metering rate. Places and https://displacehines.com/capeures.protestion/displacure form recourses for more information.

Your electric utility will provide an upitotic user. Please see https://illinoisshines.com/consur	mer-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection/disclosure-rowner-protection-rowner-prote
Debate Amount	Customer
	Warranties, and Guarantees

## Project Operations, Maintenance, Warranties, and Guarantees Included - provided by Seller for 15 years

Operations, Wallet	Included		
Project Operations, Manifester Project Operations (operational upkeep) Project maintenance (operational upkeep)	Not Included	taller for 10 years	
	Included - provid	ed by Installer for 10 years	
	Included for 15 )	years .	
	Included for 10 years  Included - provided by Installer for 10 years		
	Included - wea	ther damage not covered	
Is the seller providing a project Insurance for loss or damage to the project	t as part of a	Payments on system sho completed, and intercor	

IT TOU MOVE
Requirements for including the transfer of your solar project as part of a transferred to new acc real estate transaction if you sell your home or business.

Value of Electricity and Savings Estimates

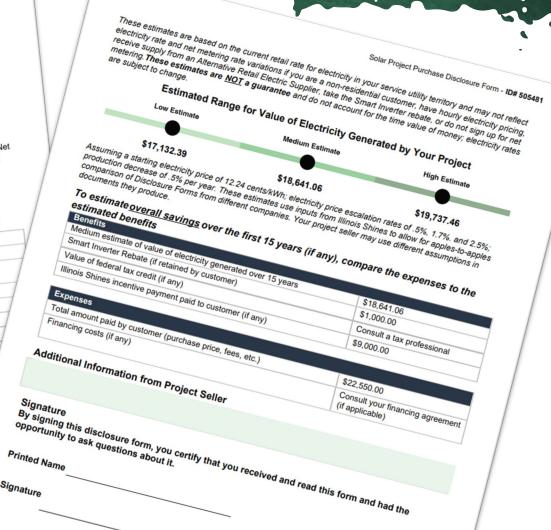
Below are low, medium, and high estimates of the dollar value of the electricity your solar project

15 years (how much less you will pay in electric bills), which do not factor in your expenses. You will pay in electric bills), which do not factor in your expenses. You continue to generate electricity, and economic value, he would 15 years. continue to generate electricity, and economic value, beyond 15 years.





Illinois Shines Program Administrator adm Page 5 of 6





Printed Name





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OWER AGENCY	
	.74

Illinois Solar for All Community Solar Disclosure Form

Illinois Solar for All is a state solar incentive program. Your community solar provider is required to provide you with this disclosure form so that you have clear information about the community solar subscription. More information about the community solar subscription is available at <a href="https://linoisSFA.com/">IllinoisSFA.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoisSFA.com/">IllinoisSFA.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoisSFA.com/">IllinoisSFA.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoisSFA.com/">IllinoisSFA.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoisSFA.com/">IllinoisSFA.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoisSFA.com/">IllinoisSFA.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoisSFA.com/">IllinoisSFA.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoisSFA.com/">IllinoisSFA.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoisSFA.com/">IllinoisSFA.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoissea.com/">Illinoissea.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoissea.com/">Illinoissea.com/</a>, and a guide to understanding your disclosure form is available at <a href="https://linoissea.com/">Illinoissea.com/</a>, and a guide to understanding your disclosure for the provided your disclos Your subscription entitles you to a share of the electricity generated from the community solar project. You will receive the subscription entitles you to a share of the electricity generated from the community solar project. You will receive the your subscription entitles you to a share of the electricity generated from the community. You may want to compare your contract before signing. You should take whatever time you need to shop offers from multiple community solar providers or Approved Vendors. You should take whatever time you need to shop offers from multiple community solar providers or approved a signing.

You may rescind your subscription contract by contacting the community solar provider within the period allowed by your contract or law, which cannot be less than three calendar days. If you are unable to resolve a complaint with your community solar provider or Approved Vendor, you may contact the Illinois Sequence of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the solar provider or Approved Vendor, you may contact the Illinois of the I If you are unable to resolve a complaint with your community solar provider or Approved Vendor, you may contact the Illinois Season of All Program Administrator by emailing info@IllinoisSFA.com or by calling (888) 970-ISFA (4732). If you have been solar for All Program Administrator by emailing info@IllinoisSFA.com or by calling (888) 970-ISFA (4732). If you have been solar for All Program Administrator by emailing info@IllinoisSFA.com or by callinois attorney General's office subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's Division of the Illinois Attorney General's Division of the Illinois Attorney General's Division of the Illinois Attorney General G

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Contact Information	Legal Name Name used for Marketing
Name Address	phone Email Land
Phone Email Service Utility	*may be different than project owner/developer  *may be different than project
Project IV.	Approved Vite Legal Name Name used for Marketing
solar projects within a specific project been subscribed to a specific project been subscribed by the subscribed	Phone



## Subscription Information

Subscription size		
(may vary by the greater of 5 kW or 25%)	kWAC Estimated first year production (production levels used)	
33.0	kWAC Estimated first year production (production levels will decrease over time)	
Term of your	Guaranteed minimum is	kW
Term of your subscription Estimated start date for	Guaranteed minimum level of production	
bill credits		
Pata		
Data		

## Rate and Payment Information

There are no upfront costs before you start receiving community solar bill credits. Annual escalation rate Frequency of payments and start date Format of bill Payment method option

Fees and	d Other Costs			
escription	n Costs			
\		V	/han a	

When Due or When Applicable	
- Men Applicable	Amo
	<del> </del>

## Illinois Solar for All

## Early Termination of Subscription

our community solar subscription office requirements and/or a pen additional circumstances under which you may terminate your subscription early	
Advance notice requirement for early termination	
Penalty or fee for early termination	

## Transferring Your Subscription

You have the right to transfer your subscription to another customer if the new subscribe You cannot be charged for transferring your subscription. Your Community Solar Provide you terminate your contract prior to the agreed end date without transferring to another (see Early Termination of Subscription section above). If you move within the same utility your subscription. The terms of subscription may require changes if your electricity usay

### Subscription Renewal

At the end of your subscription contract term, your Community Solar Provider may contract. These are the terms for renewal or end-of-contract requirements:



## Illinois Solar for All

## Value of Electricity and Savings Estimates

With your community solar subscription, you will receive monetary credits on your electric utility bill for the electricity generated by your share of the solar project. Below are estimates of the bill credits your subscription will generate generated by your snare or the solar project. Delow are estimates of the bill credits your subscription will generate in the first year and over the term of your subscription (how much less you will pay in electric bills). The form also provides estimated savings in year one and over the subscription term. These estimates are based on the current rate for community solar bill credits for residential customers in your service utility territory. If you are a non-residential utility community solar bill credits for residential customers in your service utility territory. If you are a non-residential utility customer, your crediting rate may be different. The below estimates are NOT a guarantee; bill crediting rates are subject to change. For more information on savings estimates, visit IllinoisSFA.com/consumer-protections.

Your estimated savings must be at least 50% of the value of the bill credits for the first year and over the d

stimated Bill					over the duration of
redits in Year 1	-	Total Costs in Year 1	=	Estimated	Savings as a Darrage
				Savings in Year 1	Savings as a Percentage of the Bill Credits Generated by your Subscription
Suming starti	-	\$	=	\$	•
suming starting ele	ctrici	y price of \$			
0 T				/kWh	ev ev

ver Term of	Subscription
-------------	--------------

ESTIMATED RANGE FOR VALUE OF	El es-	
Low option of	ELECTRICITY GENERATED BY YOUR PROJECT	
Low estimate	Medium estimate	
s	estimate	High estimate

Assuming starting electricity price of \$ production decrease of .5% per year

/kWh; electricity price esc

Estimated Bill Credits over Term	) cui	, price esculo	ition rates of .5%, 1.7%, and 2.5%;
of Subscription (Medium estimate)  \$  Most community solar subscript Customer's plant in the subscript  Subscription  Subscripti	over Term of Subscription	= Estimated Savings over Term of Subscription	
customor's alarty solar subscript	ons are sized so the		

lost community solar subscriptions are sized so that the subscription's generation in kWh roughly matches the ustomer's electric usage in kWh over the course of the year. If your subscription size is too large, it is possible that you may accumulate more bill credits than you can use. Keep in mind that the solar project will generate more electricity in the summer than in the winter. For more information, visit IllinoisSFA.com/consumer-protections

Additional Information from Community Solar Provider / Approved Vendor

Signature		
By signing this form, you certify	v that wave	
	trial you received and read this form and had the	
Printed name	y that you received and read this form and had th	ne opportunity to ask questions about it.
ignature		
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age 4 of 4		

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# **Complaints & Program Violations**

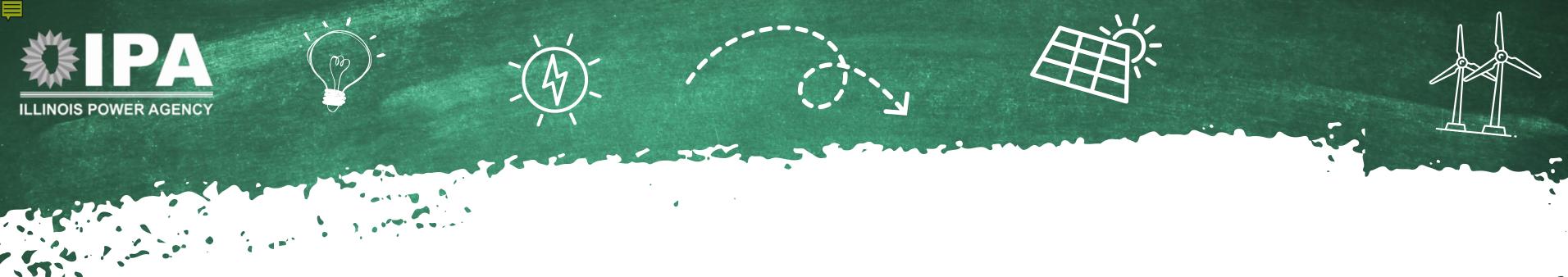
Customers in both programs can file complaints with Program Administrators

• Program Admin staff investigate complaints and mediate resolutions

Program Administrators take action when Approved Vendors and Designees violate Program requirements:

- Process starts with Notice of Potential Violation
- If violation is confirmed, may:
  - Require corrective action
  - Require compliance plan

- Send warning letter
- Suspend company from participating in Program



# Part II: Education, Resources, and Stakeholder Input

- Education
- Reports Complaints and Program Violations
- Consumer Protection Working Group



<u>Illinois Shines</u> and <u>ILSFA</u> Websites

Program Brochures: Available in English and Spanish. Inform consumers of:

- Their rights,
- Procedures for filing complaints, and
- Other specific information related to incentive programs
- ollinois Shines (Distributed Generation, Community Solar, Public Schools & EECs)
- oILSFA (Residential, Community Solar, Non-Profit/Public Facilities)

Disclosure Form Deep Dives for Illinois Shines and ILSFA

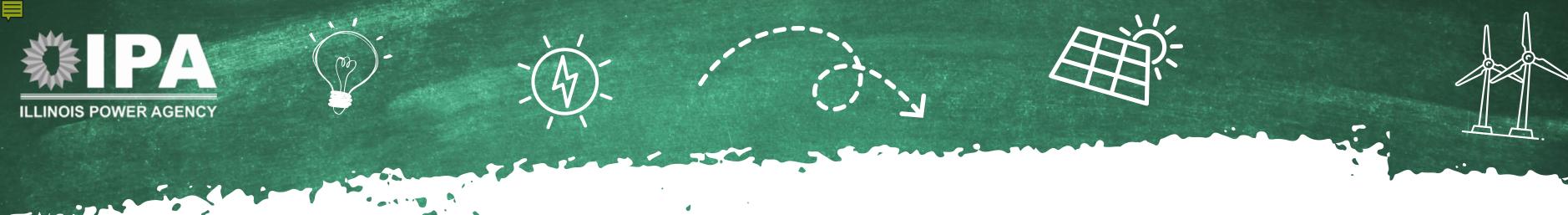


## **Illinois Shines:**

Project Look-up Tool: for checking status of Illinois Shines application <a href="Guide to Going Solar">Guide to Going Solar</a>: resource on steps/timeline of the Illinois Shines application process

<u>ILSFA Grassroots Educators</u>: As trusted members of their communities, Grassroots Educators engage income-eligible residents to educate them about the Illinois Solar for All program.

**IPA Fact Sheets** 



# Reports on Complaints & Program Violations

- <u>Illinois Shines Program Violations Report</u>: summarizes suspensions of Approved Vendors and Designees, and recent warnings (updated regularly)
- <u>Illinois Shines Consumer Complaints Report</u>: lists all consumer complaints reported to the Program Administrator (updated regularly)
- <u>ILSFA Consumer Complaints Report</u>: lists all participant complaints received by the ILSFA team (updated regularly)
- Annual Complaints Report: filed with the ICC, contains information on complaints received and disciplinary actions taken (updated annually)

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# **Consumer Protection Working Group**

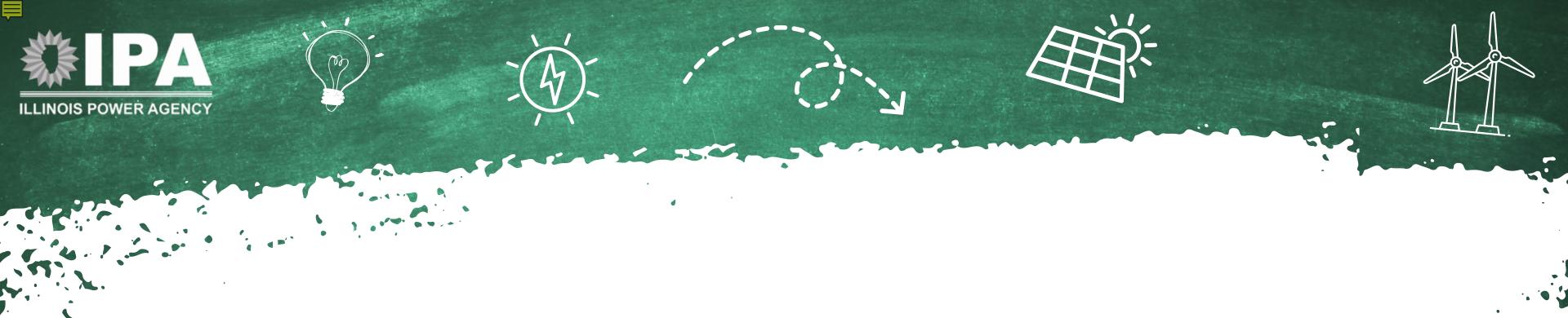
- Meets virtually on the first Friday of the month (22 meetings since starting Oct. 2022)
- Engages a diverse set of stakeholders to create a robust dialogue around CP issues
  - E.g., AVs and Ds, trade groups, ICC Staff, CUB, Grassroots educators, consumers
- Open to consumers, solar companies, community and nonprofit organizations and the public to **provide** direct insight and perspectives to the Program Administrators (Energy Solutions & Elevate) for both solar incentive programs and the IPA
- Feedback from the group helps inform IPA's strategies and decisions on various CP issues, including changes to the Program requirements and development of CP resources
  - E.g., "Stranded Customer" REC Adder
- Note: Agency also holds regular meetings just with Program Administrators, Office of the AG, and ICC Staff



# CEJA Updates to IPA Act Section 1-75(c)(1)(M)

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# Part III: Addressing Consumer Protection Issues

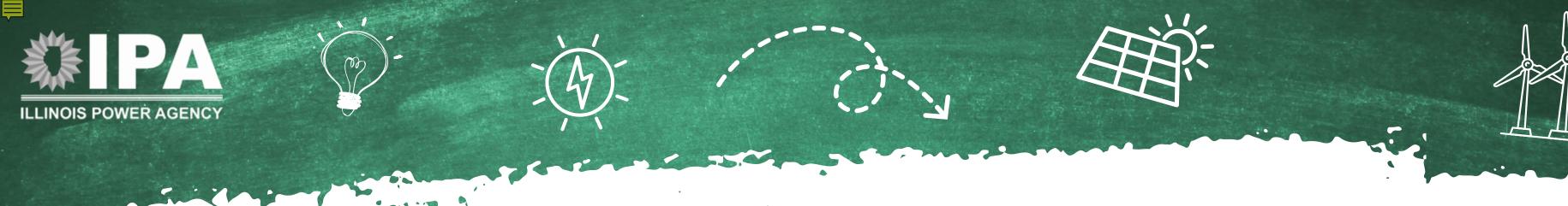
- Stranded Customers
- New Consumer Protection Initiatives Under Development



The term "stranded customer" refers to a customer that has already signed a contract with a solar company and then the AV (and sometimes also the Designee) goes out of business or cannot proceed with the project

## Illinois Shines Stranded Customer Resources:

- Illinois Shines Program Administrator reaches out to customers that we expect have been stranded to provide information about possible paths forward
- Developed "short list" of companies willing to take on stranded customers, and that have met heightened eligibility requirements
- Also working on financial incentive for companies that "rescue" stranded customers



# New CP Initiatives Under Development

- REC Adder: incentive for Approved Vendors supporting stranded customers
- **2. Escrow Process**: would allow the Program Administrator (PA) to direct the utilities to make Renewable Energy Credit payments to a third-party entity rather than continue to pay the offending Approved Vendor. The third-party entity would pay customers any promised REC payment amounts, with the remainder paid to the AV.
- **3. Solar Restitution Program:** to provide compensation to customers who have been harmed through participation in Illinois Shines or ILSFA. Customers must have registered a complaint and meet eligibility criteria.
  - Maximum payment amounts: \$30,000 per individual solar project; \$200,000 per Approved Vendor



# **Contacts for Related Casework and Complaints**

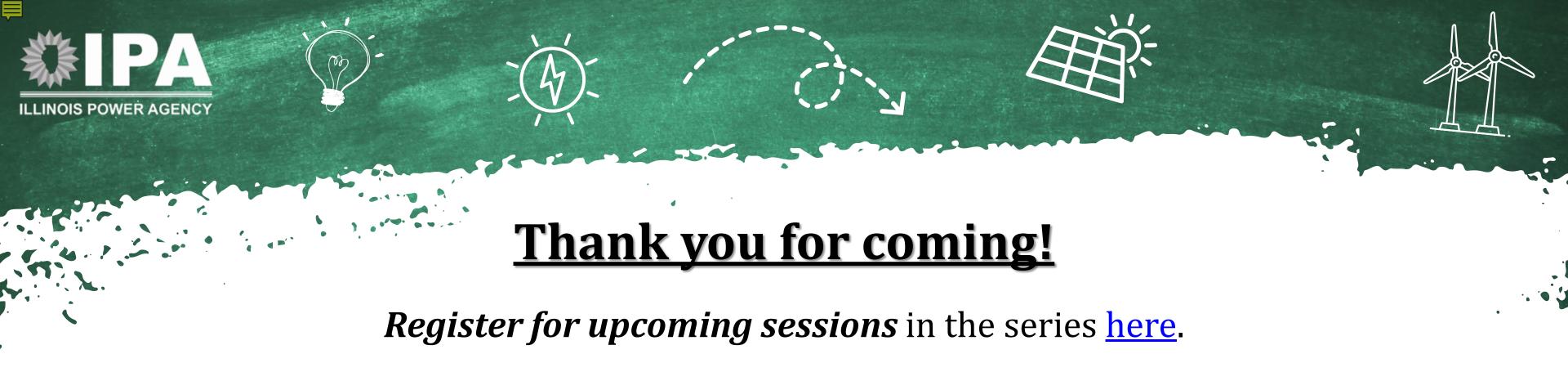
If your constituent has an issue or complaint associated with either program:

- 1. You can always contact Whitney (IPA) to help navigate the process (see last slide)
- 2. Illinois Shines Complaints Center via Program Administrator (Energy Solutions)
  - To file a complaint, please use the form <a href="here">here</a>, or contact the team at complaints@illinoisshines.com or call (877) 708-3456
- 3. Illinois Solar for All via Program Administrator (Elevate)
  - To file a complaint, contact the team at info@illinoisSFA.com or call (888) 970-4732 (available in English and Spanish)



We welcome you to ask general questions related to today's program. Please contact us with more specific questions about these programs or related topics.

(And sign up for next month's session on how consumer protections are built into these solar incentive programs!)



## Join us next month:

Session 3: Advancing IPA's Equity Initiatives in the Clean Energy Transition

Thursday, September 5, from 12:15-1pm

Session 4: IPA's Clean Energy Dashboard & Progress Toward State Clean Energy Goals *Thursday, September 19, from 12:15-1pm* 

