

# Appendix I-1

The documents in Appendix I-1 have been updated to reflect the Illinois Commerce Commission’s July 14, 2022 Order in Docket 22-0231 and have been published on the relevant Program websites. Compliance with new requirements in these documents is required by August 28, 2022. Forty-five days of lead time for compliance with new requirements are provided pursuant to the 2022 Long-Term Renewable Resources Procurement Plan, § 9.3.3, and the Final Order in ICC Docket No.19-0995 at 56, 62.

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Illinois Power Agency

# **Consumer Protection Handbook**

**for the Adjustable Block Program & Illinois Solar for All**

Approved July 14, 2022

Compliance required by August 28, 2022\*

\* 45 days of lead time for compliance with new requirements are provided pursuant to the 2022 Long-Term Renewable Resources Procurement Plan, § 9.3.3, and the Final Order in ICC Docket No.19-0995 at 56, 62.

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## Introduction

This document provides consumer protection requirements for Approved Vendors and Designees that participate in the Illinois Power Agency's Adjustable Block Program ("ABP") and/or Illinois Solar for All ("ILSFA") Program.

All requirements discussed in this Consumer Protection Handbook ("Handbook") apply to both Programs, and apply to distributed generation ("DG") and community solar projects of any size, unless otherwise indicated. The Handbook includes a blue vertical bar in the left margin to help the reader identify requirements that only apply to one Program or that only apply to either Distributed Generation or Community Solar offers. When used without a modifier, the term "Program" applies to both the ABP and the Illinois Solar for All Program.

As Illinois Shines is the consumer-facing brand of the Adjustable Block Program, all requirements that apply to the ABP apply to Illinois Shines. Consumer-facing information on the ABP can be found at [illinoisshines.com](http://illinoisshines.com).

As used herein, requirements for Approved Vendors also apply as relevant to an Approved Vendor's affiliates, employees, contractors and subcontractors, agents, installers, marketers, customer service liaisons, or any entity acting in any way on the Approved Vendor's behalf in connection with the project, including all Designees. Approved Vendors are responsible for ensuring that its Designees and other individuals and entities acting on its behalf comply with this Handbook. Approved Vendors must actively supervise its Designees and any individual or entity acting on its behalf, including but not limited to, communicating program requirements and updates to their Designees, ensuring adequate training of sales representatives, and reviewing marketing materials and practices. Approved Vendors and Designees may be disciplined for the failure of any of these entities to follow the Consumer Protection Handbook through suspension of eligibility to receive or otherwise benefit from program-administered REC delivery contracts.

Relatedly, the Program Administrator may suspend any Designee from performing services in connection with Program projects for the violation of the Handbook's requirements. In assessing disciplinary responses to violations, focus will generally be placed primarily on the entity responsible for the conduct in violation of the Handbook, but all entities involved in transactions supported by these State-administered Programs are ultimately required to ensure that these requirements are faithfully followed.

As used herein, the term "customer" may include consumers that an Approved Vendor, its Designee, or other entity acting on its behalf, markets to or otherwise interacts with related to the Program, regardless of whether the consumer actually agrees to an offer or signs a contract. In other words, "customer" includes potential customers.

Requirements for marketing materials apply to all documents and/or written statements used to advertise offers, including physical and electric materials, posts on social media or other websites and text messages.

Compliance with this Handbook is overseen on a day-to-day basis by the ABP and ILSFA Program Administrators. Program Administrators have the right to take any reasonable steps to investigate and ensure compliance with this Handbook, including but not limited to:

- Requiring Approved Vendors or Designees to submit marketing or training materials, Disclosure Forms, customer contracts, required records, or other documents for review
- Requiring Approved Vendors or Designees to revise materials to ensure compliance with consumer protection or other Program requirements
- Performing investigations or spot-checks to determine compliance, which may include contacting and requesting information from customers

This Handbook outlines the Program Administrators' and IPA's typical roles in enforcement; however, nothing in these guidelines shall preclude the Agency from undertaking roles specified for the Program Administrators on an as-needed basis.

*\*\* Some distributed generation projects submitted into the Adjustable Block Program may involve marketing, sales, disclosures, contracts, and other arrangements that were completed prior to the initial publication of consumer protection requirements. In such cases, the Marketing Guidelines released December 27, 2018 shall apply. The Marketing Guidelines dated December 27, 2018 provide information about the compliance pathway for distributed generation projects fully or partially completed before the publication of the initial ABP consumer protection requirements.*

## Referenced Terms and Documents

Specific program terms and documents are referenced throughout these guidelines. These terms and documents are described and/or linked to below:

- **Adjustable Block Program:** The Illinois Adjustable Block Program (“ABP”) supports the development of new photovoltaic distributed generation systems and new photovoltaic community renewable generation projects in Illinois through the purchase of Renewable Energy Credits (“RECs”). More information on the Adjustable Block Program can be found in Chapter 7 of the Illinois Power Agency’s Long-Term Renewable Resources Procurement Plan.
- **Agency or IPA:** The Illinois Power Agency is a State agency tasked with administration of incentives for qualifying photovoltaic projects. *See* 20 ILCS 3855/1-1 *et. seq.*
- **Approved Vendor:** An entity approved by the Program Administrator to submit project applications to the ABP or ILSFA and to act as counterparty to the REC contracts. For the ABP, the [Approved Vendor Application and Standards](#) document provides information to be collected from prospective Approved Vendors and the evaluation criteria for Approved Vendors. Registration as an Approved Vendor with the Adjustable Block Program is a prerequisite to registering as an ILSFA Approved Vendor. Registering as an ILSFA Approved Vendor requires the entity to provide specific information describing its relevant experience, anticipated work with ILSFA, and plans for meeting all program requirements.
- **Approved Vendor Manual (ILSFA):** The [Approved Vendor Manual](#) provides detailed guidance for Approved Vendors on the intent, requirements, and processes of the Illinois Solar for All program.
- **Community Solar Project:** A solar project that (1) is interconnected to an electric utility, a municipal utility, or a rural electric cooperative, (2) allows subscribers to pay for shares or some other “interest” in the project, receiving bill credits in exchange, and (3) does not exceed 5,000 kW AC in size. Also known as a photovoltaic “community renewable generation project.” 20 ILCS 3855/1-10.
- **Community Solar Provider:** An entity that works to acquire original subscribers for a community solar project, and/or acquires replacement subscribers over the lifetime of a community solar project, and/or manages subscribers for a community solar project. A Community Solar Provider might not be the same entity as the Approved Vendor for a community solar project.
- **Community Solar Subscriber:** A person who (1) takes delivery service from an electric utility, municipal utility, or rural electric cooperative, and (2) has a subscription of no less than 200 watts to a community renewable generation project that is located in the utility's service area.
- **Community Solar Subscription:** An interest in a community renewable generation project expressed in kilowatts, which is sized primarily to offset part or all of the subscriber's electricity usage.
- **Consumer Complaint Databases:** All consumer complaints regarding activity in both the ABP and ILSFA received by the Program Administrators are published in publicly available databases

on the respective program websites. ABP complaints can be found in the [Consumer Protection Database](#) and ILSFA complaints can be found on the ILSFA [Consumer Protections](#) page. Consumer complaints may lead to determinations that Approved Vendors or Designees are in violation of Program rules or guidelines or in violation of local, state, or federal laws, which could also result in disciplinary action against the Approved Vendor or Designee.

- **Contract Requirements:** Consistent with Section 9.4 of the Long-Term Renewable Resources Procurement Plan, Approved Vendors and Designees must comply, as applicable, with ABP Distributed Generation Contract Requirements, ABP Community Solar Contract Requirements, ILSFA Distributed Generation Contract Requirements, and ILSFA Community Solar Contract Requirements. For ABP Distributed Generation projects, Approved Vendors must attest to compliance with these contract requirements as part of a project's application in the Program Portal. For ILSFA, Approved Vendors attest to compliance with contract requirements during registration as Approved Vendors.
- **Designee:** Any third-party entity (i.e., non-Approved Vendor) that has direct interaction on behalf of the Approved Vendor with end-use customers under the ABP or ILSFA. This includes, but is not limited to, installers, marketing firms, lead generators, and sales organizations. All Designees must register on the relevant Program Portal and will be listed on the Program websites (both [www.illinoisabp.com](http://www.illinoisabp.com) and [www.illinoisshines.com](http://www.illinoisshines.com) if ABP Designees) along with the Approved Vendor(s) with whom they are working. See Section 7.8 of the Illinois Power Agency's Long-Term Renewable Resources Procurement Plan.
- **Disclosure Form:** The Disclosure Form provides clear and consistent information to customers who are considering an offer under the ABP or Illinois Solar for All. An Approved Vendor or Designee must submit a completed and properly executed Disclosure Form for each Distributed Generation project or community solar subscription. There are several different Disclosure Forms for different types of offers. For the ABP, there are three separate Disclosure Forms for Distributed Generation projects (system purchases, leases, Power Purchase Agreements ("PPA")), and a Disclosure Form for community solar offers. For ILSFA, there are three separate Disclosure forms for Distributed Generation projects (system purchases, leases, and PPAs), and a Disclosure Form for community solar offers.
- **Distributed Generation ("DG"):** A photovoltaic system which is located onsite, behind a customer's meter, and used primarily to offset a single customer's load; it cannot exceed 5,000 kW AC in size.
- **Illinois Shines:** Illinois Shines is consumer-facing brand name of the Adjustable Block Program. The Illinois Power Agency and the ABP Program Administrator released an [ABP Branding Document](#), which includes information about the use of the "Illinois Shines" brand and logo.
- **Illinois Solar for All:** The Illinois Solar for All Program promotes development of new photovoltaic distributed generation and new community renewable generation projects that serve low- and middle-income households, and non-profits and public facilities that serve and are located in environmental justice communities or low income communities.
- **Informational Brochure:** The Informational Brochures provide important information about the Programs and inform customers of their rights and procedures for filing complaints.



Approved Vendors must provide the relevant Informational Brochure to customers. There are two Informational Brochures for the ABP—one each for Distributed Generation and Community Solar. There are three Information Brochures for ILSFA—one for Distributed Generation, one for Community Solar, and one for Non-Profits and Public Facilities. Each Informational Brochure is available in English and Spanish.

- **Long-Term Renewable Resources Plan:** The Long-Term Renewable Resources Plan is developed by the Illinois Power Agency pursuant to the provisions of Sections 1-56(b) and 1-75(c) of the Illinois Power Agency Act and Section 16-111.5 of the Public Utilities Act and updated every two years. The Long-Term Renewable Resources Plan describes the Adjustable Block Program in Chapter 7, describes Illinois Solar for All in Chapter 8, and discusses consumer protection in Chapter 9.
- **Program Administrator:** The Illinois Power Agency, under the authority of Section 1-75(c)(1)(M) and Section 1-56(b)(5) of the IPA Act, has selected expert consultants to manage the operations of the ABP and ILSFA as Program Administrators.
- **Program Guidebook (ABP):** The [Adjustable Block Program Guidebook](#) describes the structure of the ABP and provides information about the program’s operation.
- **Program Portal:** The secure website where Approved Vendors generate Disclosure Forms, enter project application data, and otherwise manage projects. The ABP Portal may be accessed via the “Login” tab on [www.illinoisabp.com](http://www.illinoisabp.com) and the ILSFA Approved Vendor Portal Login may be accessed at <https://elevateenergy.force.com/ApprovedVendor/s/login/>.
- **Project:** A project refers to a solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. Under the ABP and ILSFA, “project” is used synonymously with “system.”
- **Renewable energy credits:** Renewable energy credits (“RECs”) represent the environmental attributes of the energy produced from renewable energy resources, but not the energy itself. 20 ILCS 3855/1-10. Whoever owns the RECs has the right to make claims regarding the use of that solar power.
- **System:** A system refers to a solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. Under the ABP and ILSFA, “system” is used synonymously with “project.”

## **I. Conducting Business in a Fair, Honest, and Legal Manner**

### **A. General Requirements**

Approved Vendors and Designees shall conduct business affairs with the goal of openness and transparency and shall not seek to take advantage of or otherwise exploit a customer's lack of knowledge.

Approved Vendors and Designees shall not make any claim that is false, deceptive, or misleading, whether by affirmative statement, implication, or omission. This applies to all claims about the Program or offers made as part of the Program, whether made in print, electronic means, verbal, or through any other medium. All claims shall be based on factual, verifiable sources. If an Approved Vendor or Designee has any questions about whether a particular statement constitutes an accurate portrayal, the Approved Vendor or Designee should submit that statement to the Program Administrator for review and the Program Administrator will endeavor to respond within five business days.<sup>1</sup>

Below is a list of common questions that potential customers may have regarding the Programs and helpful answers that can be communicated to these potential customers.

Q: What is the Adjustable Block Program?

A: The Adjustable Block Program is a state-administered program for new solar photovoltaic ("PV") systems. The program provides payments in exchange for 15 years of Renewable Energy Credits ("RECs") generated by PV systems.

Q: What is Illinois Shines?

A: Illinois Shines is the brand name of the Adjustable Block Program. Participation in Illinois Shines is the same thing as participation in the Adjustable Block Program.

Q: What is the Illinois Solar for All Program?

A: The Illinois Solar for All Program is an incentive program that supports the development of new solar photovoltaic ("PV") systems to benefit low-income households and communities in Illinois through the purchase of RECs.

A: ILSFA enables the sale of 15 years of RECs produced by qualified PV systems to Illinois utilities or to the Illinois Power Agency. Payments vary depending on the project type, size of the system and where it is located.

Q: What are RECs and why are they valuable?

A: RECs represent the environmental value of the electricity generated from solar panels, but not the electricity itself. Whoever owns the RECs has the right to make claims about the use of that solar power. Utilities must purchase RECs to meet their obligation to supply a certain amount of power from renewable energy. RECs can also be valuable to businesses seeking to be able to say that they use solar power.

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<sup>1</sup> Business days are Monday through Friday, excluding state holidays.

Approved Vendors and Designees shall not engage in any unfair or abusive acts or practices in relation to their involvement in the Program. Approved Vendors and Designees shall regularly review their business practices to ensure that no aspect is unfair or abusive, including but not limited to marketing, sales, origination, contract terms, contract options, fees, installation, servicing, and loss mitigation.

An act or practice is unfair if:

- It causes or is likely to cause substantial injury to consumers;
- The injury is not reasonably avoidable by consumers; and
- The injury is not outweighed by countervailing benefits to consumers or to competition.

An act or practice is abusive if:

- It materially interferes with the ability of a consumer to understand a term or condition of the offer or contract; or
- Takes unreasonable advantage of (1) a customer's lack of understanding of risks, costs, or conditions of the offer or contract or (2) the inability of the consumer to protect its interests in accepting an offer.

If an Approved Vendor or Designee becomes aware that a customer misunderstands a material issue in a solar transaction or that the system or offer will not operate as intended to be used by the customer, the Approved Vendor or Designee should correct that misunderstanding.

Approved Vendors and Designees must be responsive to customer questions and concerns regarding the Program or any aspect of or issues related to offers made as part of the Program. Approved Vendors and Designees must respond substantively to customer questions and concerns as promptly as reasonably practicable.

Approved Vendors and Designees must comply with all contractual obligations to customers and with all obligations arising under their REC Delivery Contracts. Approved Vendors and Designees must provide truthful information, to the best of their knowledge, to the Program Administrator and the Agency, including in materials submitted and in any investigations. Approved Vendors and Designees must comply with investigations and with any directions from the Program Administrator or the Agency.

Approved Vendors and Designees must conduct themselves in a professional manner in all interactions with customers, Program Administrators, and the IPA, and must perform all services in a workmanlike manner. Approved Vendors and Designees must ensure that their work does not create safety hazards or property damage from poor workmanship, and that, for any roof-mounted project, that the roof condition is adequate.

Approved Vendors and Designees must comply with all requirements set out in the ABP Program Guidebook and ILSFA Approved Vendor Manual for assessing a site's suitability for solar and related to inspections of solar projects.

## **B. Statements about RECs and the Nature of Energy Received by Customers**

Approved Vendors and Designees shall accurately portray the nature of solar power, renewable energy credits (“RECs”), and the applicable Program. Approved Vendors and Designees shall disclose their intent to sell the project’s RECs into the applicable Program. Because the RECs from a project enrolled in the Programs are transferred to a utility or to the IPA, the project host, owner, and/or end-user of electricity should not claim to be using clean or renewable electricity. Thus, consistent with the IPA’s understanding of Federal Trade Commission [Green Guides](#), customers or subscribers of solar projects that sell RECs should generally not state that they are powered by renewable energy.

Approved Vendors and Designees generally should not make the following or similar claims related to the energy produced by Program projects:

- “Your home will run on cleaner, greener energy.”
- “The sun will provide your electricity.”

Approved Vendors and Designees may make the following claims related to the energy produced by Program projects:

- “The renewable attributes (“RECs”) of this electricity will be sold by us to keep the cost of your panels affordable.”
- “Your PV system will create energy from the sun.”
- “Your PV system will contribute to the development of new solar power.”
- “Go green and support the installation of solar in Illinois.”

## **C. Statements about Customer Savings and the Nature of Offers**

### **1. General Requirements**

Approved Vendors and Designees shall accurately portray prospective customers’ anticipated costs and savings. Approved Vendors and Designees shall not make any demonstrably false or unsubstantiated statements about whether or to what degree an offer will save customers money. Approved Vendors and Designees shall not describe the Program as providing a tax credit.

All terms and values used in marketing materials, including terms and values related to escalators, financing terms, and rates, must be consistent with terms and values used in the Standard Disclosure Form and the customer’s contract.

All information used to estimate amount of electricity generated or economic benefits for the customer in marketing materials or the standard Disclosure Form must be substantially consistent with information submitted to the Program Administrator and used to calculate the number of RECs that the system will produce.

All marketing materials, including online materials and social media posts, must explain that the customer will remain a utility customer responsible for a utility bill. Approved Vendors and

Designees shall not make statements that indicate that customers may eliminate or zero out their utility bill. The following and similar statements are inaccurate and not acceptable:

- “Eliminate your electric bill.”
- “Fire your utility.”
- “No more utility bills.”
- “Your electric bill will be reduced to \$0”

Approved Vendors and Designees shall not make claims that an offer is “free,” “no cost,” or “\$0” unless the customer is guaranteed to not have any financial obligation for the PV system or community solar subscription. Free/no cost/\$0 may only refer to offers in which there is a guarantee the customer will not pay anything (including, but not limited to, lease payments, power purchase agreement payments, subscription payments, enrollment fees, ongoing monthly fees, early termination fees, or tax obligations). For example, a “free consultation” can be offered to help a customer learn more about solar, but a claim of “free solar” cannot be made unless the customer is guaranteed to have no financial obligation whatsoever. An Approved Vendor or Designee may not circumvent this requirement by requiring a customer to pay purportedly “unrelated” costs, fees, or charges.

Approved Vendors and their Designees should stay up to date on available capacity in the programs. If a project category has reached capacity and the program is only accepting applications onto a waitlist for that project type, the Approved Vendor or Designees must inform the customer of this, and cannot represent the immediate availability of an incentive. Approved Vendors and Designees must keep their customers updated on their waitlist status and how that status relates to their application and thus the incentives related to the customer’s application.

## 2. Savings Claims for Adjustable Block Program

**Approved Vendors and Designees may not claim that customers (a) are guaranteed to save money, or (b) will save a certain amount of money, unless the customer contract includes an explicit and binding savings guarantee mirroring that claim.** For Community Solar offers and Distributed Generation lease and Power Purchase Agreement offers, an explicit savings guarantee must ensure that the customer will always pay less in costs, as determined by accounting for all charges levied in connection with the project, than the customer would otherwise pay for that same amount of energy supplied at the utility Price to Compare. The following statements must be supported by an explicit savings guarantee in the customer’s contract:

- “You are guaranteed to save money.”
- “You will save [x]% of your utility bill.”

Approved Vendors and Designees may make general claims about customer savings that do not include an explicit guarantee if there is an objectively reasonable and good-faith basis for such claim. Such claims may include:

- “Lower your electric bills.”
- “Reduce your electric bill.”
- “Save money by going solar.”
- “We expect that by installing solar you will save money.”
- “Offset your electric bill.”

- “The installation of your leased system may be covered by your forfeiture of federal and state incentives.”
- “Your system’s installation is free, but you will pay a monthly fee for the panels.”

### 3. Claims about Savings and the Nature of Offers for Illinois Solar for All Program

Approved Vendors and Designees may not make the following or similar statements:

- “The ILSFA Program pays incentives to low-income households.” *(Incentives are not paid to low-income households, but rather to Approved Vendors, with required savings levels for the customer)*
- “The ILSFA Program gives RECs to participants.” *(RECS are not given to customers and the customer cannot keep the RECs from a project if they participate in ILSFA)*
- “The ILSFA Program gives out free solar panels.” *(ILSFA does not give out free solar panels)*
- “If you participate in ILSFA you will save 50% on your energy bills” *(The required savings for low-income qualified customers is 50% of the value of the electricity generated by the system, but does not reduce overall energy or electric bills by 50%)*
- “ILSFA guarantees savings on your energy bills.” *(Inappropriately makes a representation on behalf of the ILSFA program and “energy” bills could be interpreted to include natural gas)*
- “ILSFA guarantees 50% savings for all participants.” *(Inappropriately makes a representation on behalf of the ILSFA program and savings statement is too vague)*

Approved Vendors and Designees may not claim that customers will qualify for ILSFA based solely upon residing in an environmental justice community.

Approved Vendors and Designees may make the following statements:

- “The ILSFA is a state program that provides an incentive for solar PV systems that serve low-income and environmental justice communities.”
- “If you sign a contract with us, and our application to ILSFA is approved, the PV system we install on your roof will be part of the ILSFA Program.”
- “As a participant in ILSFA, you will attain net savings on your electric bill, based on your current supply rates.” *(except for Distributed Generation for multifamily, master-metered buildings)*
- “The ILSFA Program requires that all participants see value from the energy the solar PV system generates.”
- “ILSFA participants see value from their solar PV system in different ways, depending on the program, property type, or system size.”
- “The ILSFA Program ensures that you will pay fees totaling no more than half of whatever electric bill value you receive (at the time of starting the subscription) through the program.” *(only for community solar offers)*

## 4. Disclosures about Community Solar Offers (both ABP and ILSFA)

Approved Vendors and Designees should emphasize to prospective subscribers the following information:

- value from a subscription agreement is primarily realized through net metering, and enrollment in net metering will take place as part of the subscription enrollment process;
- the value of net metering credits will depend on the utility Price to Compare; and
- there may be a lag of 1-2 billing cycles before net metering credits appear on the subscriber's bill

Approved Vendors and Designees that are marketing subscriptions for projects not yet energized shall clearly disclose the expected energization date and that net metering credits will not be received by the subscriber before the time the project is energized, which may be later than the date expected by the subscriber.

For ABP community solar, the Approved Vendor or Designee shall clearly communicate any charges to the subscriber that may be assessed prior to energization of the project. As previously stated, ILSFA does not allow charges to be assessed prior to the delivery of program credits.

## D. Representations about Identity and Affiliates

### 1. General Requirements

Approved Vendors and Designees, including individual agents and salespersons, shall accurately portray their identities and affiliations. Approved Vendors and Designees shall not make false claims or create false impressions regarding their identity and/or affiliations.

Approved Vendors and Designees shall not represent, make claims, or create the impression that they are affiliated with, endorsed by, or acting on behalf of any governmental body, government program, regulated or municipal utility, electric cooperative, or consumer group unless such entity (a) is a governmental body, government program, regulated or municipal utility, electric cooperative, or consumer group, or (b) does in fact have authority to state that it is affiliated with or endorsed by, or in fact has authority to act on behalf of, a governmental body, government program, regulated or municipal utility, electric cooperative, or consumer group. Any endorsement or promotion made by the Approved Vendor or Designee must strictly follow the authorized scope of endorsement or promotion provided by the governmental body, government program, utility, or consumer group.

For ILSFA offers, any claim of an affiliation, endorsement, or action on behalf of a governmental body, government program, or consumer group must be approved in advance by the Program Administrator.

For both ILSFA and ABP offers, any claim of affiliation, endorsement, or action on behalf a utility must be approved in advance by the Program Administrator.

If a governmental body, government program, regulated or municipal utility, electric cooperative, or consumer group is an agent of an Approved Vendor or assisting in the marketing of a solar offer that is offered by or through an Approved Vendor, the provisions of this Handbook apply in full, including

registration as an Approved Vendor or Designee. Any solar offer that is marketed by, affiliated with, or endorsed by a governmental body to its residents and businesses or a utility or electric cooperative to its customers must make clear that those residents and businesses may choose offers from other Approved Vendors. Any solar offer marketed by, affiliated with, or endorsed by a utility or electric cooperative to its customers must make clear that acceptance of the solar offer is not a required condition for receiving electric service from the utility or cooperative.

Approved Vendors and Designees shall not in any way represent, make claims, or create the impression that they represent, are endorsed by, or are acting on behalf of the State of Illinois, Illinois Commerce Commission, Illinois Power Agency, ABP, Illinois Shines, or Illinois Solar for All. An Approved Vendor shall not make the following or similar statements:

- “We represent the ABP [or Illinois Shines or ILSFA].”
- “We are offering solar on behalf of the ABP [or Illinois Shines or ILSFA or IPA].”
- “The ABP [or Illinois Shines or ILSFA] guarantees that you will save money.”

Approved Vendors and Designees may reference a project participating in or receiving benefits from the ABP or Illinois Shines or ILSFA. An Approved Vendor or Designee may make the following statements:

- “The ABP [or Illinois Shines or ILSFA] is a state program that provides an incentive for solar PV systems.”
- “If you sign a contract with us, and our application to the ABP [or Illinois Shines or ILSFA] is successful, the PV system we install on your roof will be part of the ABP [or Illinois Shines or ILSFA].”
- “You will be subscribed to a community solar farm that is part of the ABP [or Illinois Shines or ILSFA].”

## 2. Logos for Adjustable Block Program / Illinois Shines Approved Vendors and Designees

An Approved Vendor or Designees may state the fact that it is (or is working with) an Approved Vendor under the IPA’s Adjustable Block Program/Illinois Shines and may use a uniquely assigned Illinois Shines Approved Vendor logo or Illinois Shines Designee logo as depicted below:



The Illinois Shines Approved Vendor logo and the Illinois Shines Designee logo were created by the Program Administrator to help potential customers easily distinguish between Approved Vendors (and their Designees) and those companies that are not approved to submit applications to the ABP. The Program Administrator will provide a unique Illinois Shines Approved Vendor or Designee logo containing identifying information to each Approved Vendor or Designee upon request.



Both the Illinois Shines Approved Vendor logo and the Illinois Shines Designee logo may be used only by an Approved Vendor or (with the Approved Vendor's authorization) its Designees. Designees shall only use an Illinois Shines Approved Vendor logo with the express approval of the Approved Vendor.

Neither the Illinois Shines Approved Vendor logo or the Illinois Shines Designee logo may be modified. Approved Vendors and Designees shall not use other forms of the Illinois Shines logo. This restriction does not apply to dissemination of materials created by the IPA and its Program Administrator.

### 3. Use of Other Logos and Utility Names

An Approved Vendor or Designee shall not use the logo of the Illinois Commerce Commission ("ICC"), the Illinois Power Agency ("IPA"), the Program Administrator, the State of Illinois, the ILSFA Program, the Illinois Shines Program, or the ABP in any manner except to the extent these logos are included in materials created by the IPA, including the Informational Brochures and the Standard Disclosure Forms.

An Approved Vendor or Designee shall not utilize the name or logo of a public utility or consumer group in any manner that is deceptive or misleading. An Approved Vendor or Designee may use a utility name (1) to describe the service territory in which an offer is valid, and (2) in describing or referencing distributed generation net metering or community solar subscription bill credits, provided that the use of the utility name does not inaccurately imply utility affiliation or endorsement. Except for these two exceptions, an Approved Vendor or Designee shall not use a utility name, logo, insignia, graphics or wording that has been used at any time to represent a public utility, or its services, in marketing materials or to identify, label, define any of its offers, unless it has received approval of the use in advance by the Program Administrator. If there is any doubt as to the propriety of the use of a utility name, it is recommended that the entity seek Program Administrator pre-approval.

This prohibition is not intended to prohibit a utility or electric cooperative from providing recovery of subscription costs on a customer's bill or to prohibit a utility or electric cooperative from providing information about subscription offers for community solar projects within its service territory, assuming these practices are not otherwise prohibited by law or Title 83 of the Illinois Administrative Code. For other uses of a utility's name, insignia, graphics, or wording in marketing for which an Approved Vendor or Designee has obtained that utility's express permission and consent, the permissibility of such use will be evaluated by the IPA on a case-by-case basis upon that Approved Vendor or utility's petition to the IPA. Such activities are not permitted until so authorized by the IPA.

### E. Use of Testimonials

Approved Vendors and Designees may use testimonials to advertise customer experience, but any testimonial used must comply with the following requirements.

- All testimonials must be provided by an actual customer of the entity using the testimonial and include a disclaimer that individual customers' experience may differ
- If the testifying customer received payment or other incentive to provide the testimony, the testimony must include a disclaimer stating that the customer received payment or incentive

- Testimonials shall not make false claims, promise savings, or otherwise violate any of the requirements of these Guidelines. (For example, a customer saying that they eliminated their electric bill is prohibited.)
- Any testimonial that references a customer experience from outside of Illinois must clearly state the location of the customer who had this experience.

The Program Administrator will address any requests for exceptions to the guidelines related to the use of testimonials on a case-by-case basis. Any request for an exception should provide an explanation of why the Approved Vendor or Designee believes an exception is warranted and should be made via email to the ABP Program Administrator at [admin@illinoisabp.com](mailto:admin@illinoisabp.com) or the ILSFA Program Administrator at [info@illinoissfa.com](mailto:info@illinoissfa.com).

## **F. Compliance with All Applicable Laws, Rules, Regulations, and Guidance**

Approved Vendors and Designees must comply with all existing local, state, and federal laws, regulations, and guidance, including Federal Trade Commission (FTC) guidance on advertising and marketing.

Approved Vendors and their Designees marketing to potential customers are under an obligation to be familiar with any local restrictions on projects that may be sold, financed, or interconnected within those areas. These restrictions include, but are not limited to, restrictions on system size, financing options, or other local utility or governmental requirements. Approved Vendors and Designees must be familiar with net metering and community solar bill crediting rules and requirements in the electric utility service territories in which they make offers, and marketing statements and any savings claims or estimates must be consistent with how net metering and community solar bill crediting applies in those utility service territories.

## II. Requirements for all Marketing Channels

An Approved Vendor or Designee must disclose the following information to potential customers. For in-person and telemarketing solicitations, the information must be clearly communicated to the potential customer. For direct mail, the information must be prominently disclosed in each mailer. For online marketing, including websites and emails, the information must be prominently stated.

- The identity of the entity making the offer and, if different, the name of the Approved Vendor for the project
- The Approved Vendor, Designee, or marketing entity (including individual sales agents) is not affiliated with a utility (unless the entity has authority to state that it has such an affiliation, and such claim is approved in advance by the Program Administrator, as explained in Section I(D)(1) and, if applicable, Section 7.4 of the ILSFA Approved Vendor Manual)
- The offer is not affiliated with a utility or part of a utility program (unless the entity has authority to state that it has such an affiliation, and such claim is approved in advance by the Program Administrator, as explained in Section I(D)(1) and, if applicable, Section 7.4 of the ILSFA Approved Vendor Manual)
- The customer, if they accepted the offer, would continue to be responsible for a utility bill (or, if the Approved Vendor or Designee will service the customer's entire electric bill, that the utility charges will be included on their bill)

Any individual representative that interacts with customers shall, at the customer's request, provide customers with a toll-free number for billing questions, disputes and complaints, as well as the Program Administrator's toll-free phone number for complaints.

### III. Requirements for Specific Marketing Channels

#### A. Requirements that Apply to All In-Person Marketing<sup>2</sup>

Unless otherwise noted, these requirements apply for all in-person marketing, including door-to-door solicitations, as well as other in-person marketing, such as tabling at an event or in a public space.

The employee or agent shall state the name of the company they represent. If that company is an Approved Vendor, they shall state that the company is an Illinois Shines Approved Vendor. If the company is a Designee, they shall identify the name of the Approved Vendor (for example, “I represent ACME Solar; we are a Designee of Illinois Shines Approved Vendor ABC Aggregator.”)

An Approved Vendor or Designee’s employee or agent conducting any in-person marketing or solicitation shall state that they represent an independent seller or third-party owner of PV systems and that they are not employed by, representing, endorsed by, or acting on behalf of, any governmental body, government program, utility, electric cooperative, or consumer group (unless the Approved Vendor or Designee is a governmental body, utility electric cooperative, or consumer group and is in compliance with the requirements of Section I(D)(1)).

An Approved Vendor or Designee’s agent or representative shall not conduct any in-person solicitations at any building or premises where any sign, notice or declaration of any description whatsoever is posted that prohibits sales, marketing, or solicitations.

##### 1. Identification

Approved Vendor or Designee agents or representatives who engage in in-person solicitation for Distributed Generation projects under 25 kW or community solar subscriptions under 25 kW shall display identification on an outer garment. This identification shall be visible at all times and prominently display the following:

- The Approved Vendor or Designee’s agent's full name in a clear and reasonable size font;
- An agent ID number;
- A photograph of the agent; and
- The trade name and logo of the company the agent is representing.

##### 2. Criminal Background Checks

Each Approved Vendor or Designee shall perform criminal background checks on all employees and agents engaged in in-person solicitation. The Approved Vendor or Designee shall maintain a record confirming that a criminal background check has been performed on its employees or agents in accordance with this Section.

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<sup>2</sup> Note that as of the date of publishing this Handbook, emergency in-person marketing restrictions enacted in response to the COVID-19 pandemic remain in effect. As updates on these emergency marketing provisions are being made on an ongoing basis, Approved Vendors should check for clarifications or changes of these prohibitions on the [Updates](#) section of the ABP website and/or the [Announcements](#) section of the ILSFA website..

For in-person solicitations with potential customers, the Agency strongly discourages the use of employees or agents with criminal records for offenses related to fraud or violence, or that are subject to registration under the Illinois Sex Offender Registration Act (730 ILCS 150) or comparable registration requirements from other states. The Approved Vendor or Designee should use its reasonable judgment in evaluating the suitability of any other employees or agents with records for other offenses for in-person solicitations and—assuming not otherwise prohibited by local, state, or federal law—is not prohibited from otherwise employing persons with criminal records or using such persons for in-person solicitations.<sup>3</sup>

### 3. Door-to-Door Solicitations to Residential Dwellings

Approved Vendors and Designees must follow any local ordinances or requirements regarding door-to-door sales, including prohibited hours. In the absence of applicable local ordinances or requirements, Approved Vendors and Designees shall not conduct in-person solicitation at residential dwellings before 9:00 a.m. or after 7:00 p.m. Pre-arranged consultations or meetings outside of these hours are permitted.

An Approved Vendor or Designee shall obtain consent to enter multi-unit residential dwellings. Consent obtained to enter a multi-unit dwelling from one prospective customer or occupant of the dwelling shall not constitute consent to market to any other prospective customers in the dwelling. An Approved Vendor or Designee's agent or representative shall immediately leave the premises at the customer's, owner's, or occupant's first request.

## B. Requirements that Apply to Telemarketing

Approved Vendors and Designees shall comply with, and shall ensure that all of its employees, agents, and contractors comply with, any and all federal, state, and local laws regarding restrictions on contacting its customers, including but not limited to, the federal Do Not Call Registry, the CAN-SPAM Act of 2003, the Telemarketing Sales Rule, the Telephone Consumer Protection Act of 1991, the Telephone Solicitations Act (815 ILCS 413), and any analogous state or local laws. This includes provisions related to:

- Prohibitions against automatically dialed calls to cellular telephone numbers;
- Call time restrictions;
- Call curfews and banning calls to customers on statutory holidays or during a declared state of emergency;
- Not autodialing or texting wireless numbers without prior express written consent;
- Limitations on the length of time callers may allow phones to ring; and
- If using automated or prerecorded messages, ensuring compliant opt-out mechanisms are available, including a toll-free number to allow customers to easily opt-out of future calls.

At the beginning of every outbound telemarketing call, the sales agent shall provide their name and a unique identification number that can be used to identify the agent. The employee or agent shall also state the name of the company they represent. If that company is an Approved Vendor, they shall state that the company is an Illinois Shines Approved Vendor. If the company is a Designee, they shall

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<sup>3</sup> These guidelines are not intended to be inconsistent with Approved Vendors' or Designees' obligations under the Job Opportunities for Qualified Applicants Act (820 ILCS 75) and any similar local laws as applicable, such as City of Chicago Municipal Code Section 2-160-054.

identify the name of the Approved Vendor (for example, “I represent ACME Solar; we are a Designee of Illinois Shines Approved Vendor ABC Aggregator.”)

An Approved Vendor or Designee’s employee or agent conducting any in-person marketing or solicitation shall state that they represent an independent seller or third-party owner of PV systems and that they are not employed by, representing, endorsed by, or acting on behalf of, any governmental body, government program, utility, electric cooperative, or consumer group (unless the Approved Vendor or Designee is a governmental body, utility electric cooperative, or consumer group and is in compliance with the requirements of Section I(D)(1)). At the beginning of every outbound telemarketing call, the sales agent shall provide their name and a unique identification number that can be used to identify the agent. A sales agent shall terminate the phone call at the request of the prospective customer.

An Approved Vendor or Designee must retain call logs for all outgoing marketing or solicitation calls for at least two years. Call logs must contain at least the date, the telephone number called, the length of the call, and whether it resulted in the acceptance of the marketed offer.

All Approved Vendors and Designees that engage in outbound marketing activities shall respect the wishes of customers who do not want to be contacted by maintaining accurate and current “do-not-contact” lists of such customers. Approved Vendors and Designees shall have reasonable protocols to ensure that Designees, nested Designees, and any other entity acting on its behalf has access to, appropriately updates, and complies with “do-not-contact” lists. An Approved Vendor or Designee may contact customers previously listed on a “do-not-contact” list who later initiate contact, but subject to all applicable local, state and federal limitations on the breadth of such contact.

### **C. Requirements that Apply to Online Marketing, Email, and Social Media**

Approved Vendors and Designees shall comply with, and shall ensure that all of its employees, agents, and contractors comply with any and all federal, state, and local laws regarding contacting customers via email including, but not limited to, requirements related to properly identifying the type of email and opt-out provisions.

Marketing materials and content provided on social media must include information identifying the company or companies providing the underlying offer. If an employee or agent posts marketing materials or offers a system sale or lease on a social media platform from a personal account, the post shall identify the Approved Vendor or Designee through which the offer is made. Approved Vendors and Designees must require any employee or agent who posts marketing materials online through a personal social media account to identify any such accounts to the Approved Vendor or Designee.

The listing price for any Program offer on platforms that offer the sale of items like, but not limited to, Craigslist, Facebook Marketplace, and others shall not be “free,” “no cost,” or “\$0” unless they only refer to offers in which there is a guarantee the customer will not have a financial obligation for the system as described in Section I(C)(1) above.

## **IV. Requirements for Language Used in Solicitations**

All in-person and telephone solicitations shall be conducted in a language in which the customer subject to the marketing or solicitation is able to understand and communicate. When it would be apparent to a reasonable person that a customer's English language skills are insufficient to allow the customer to understand and respond to the information conveyed by the agent in English, or when the customer or another person informs the agent of this circumstance:

- If the Approved Vendor or Designee agent is not fluent in the customer's language, they shall find another representative fluent in the customer's language, use an interpreter, or terminate contact with the customer. When the use of an interpreter is necessary, a form consistent with Section 2N of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2N) must be completed.
- The Approved Vendor or Designee must provide all written marketing materials or documents related to the offer in the language requested by the customer. If the Approved Vendor or Designee is unable to do so, they must immediately terminate the solicitation.

## V. Standard Disclosure Forms and Requirements for Contract Execution

### A. General Requirements

An Approved Vendor or Designee must follow the below steps, in order, for execution of customer contracts. An Approved Vendor that markets a Distributed Generation system must design the system, considering the site's azimuth, orientation, and shading, before beginning these steps.

- (1) The Approved Vendor or Designee must provide a copy of the applicable standard Disclosure Form, with all relevant fields completed, to the customer, including the relevant Informational Brochure attached as the first two pages. The Informational Brochure and Disclosure Form must be provided in their entirety and not be edited or modified. For in-person contract execution, the agent must review the Disclosure Form with the customer and provide the opportunity to ask questions. For online contract execution, the platform must provide a phone number or online chat function for customer questions. The Approved Vendor or Designee must provide the completed standard Disclosure Form, and the customer must sign that Disclosure Form, before the customer signs a contract. An electronic signature is permitted only if the Approved Vendor or Designee uses a third-party commercially available e-signature platform to collect the signatures. In addition, the platform must require the customer to scroll through the entire document before signing. The signatory on the Disclosure Form must be the holder of the relevant utility account, or, if the account holder is a company or organization, an individual authorized to sign on behalf of the account holder.
- (2) For any ABP Distributed Generation offer where some, or all, of the REC incentive value is paid to the customer after system energization, the Approved Vendor or Designee must provide a copy of the Going Solar flyer, review it with the customer, and provide the customer with an opportunity to ask questions.
- (3) After completion of the preceding steps, the Approved Vendor or Designee may present the customer contract for execution.

The Approved Vendor or Designee must generate the relevant standard Disclosure Form through the Program Portal unless the Approved Vendor or Designee received prior approval from the Program Administrator to generate Disclosure Forms outside of the Portal through an application programming interface ("API"). Any standard Disclosure Form generated outside of the portal through the API must contain the same content and information as the standard Disclosure Form generated by the Program Portal and meet any other requirements developed by the Program Administrator to ensure that the integrity of the form and its execution is not compromised.<sup>4</sup>

All applicable fields in the Disclosure Form must be complete and accurate before presentation to the customer. Required disclosures may not simply refer the customer to their contract or to an attachment. If a variable price or rate is based on the amount of a net-metering or similar bill credit, the Disclosure Form must disclose an explanation of how that calculation will be performed. For example, for a community solar subscription rate that is calculated as a percentage of a customer's

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<sup>4</sup> For more information on generating disclosure forms outside of the ABP portal, see Section 5.E.3 of the ABP Guidebook or Section 8.2 of the ILSFA Approved Vendor Manual.



bill credit, that specific percentage must be disclosed.

An Approved Vendor or Designee may provide the Disclosure Form, Informational Brochure, and Going Solar flyer (if applicable) by electronic means, but must present each document as an attachment or otherwise fully displayed (not merely as a hyperlink), with an option for the customer to download it.

All terms of the contract between a customer and an Approved Vendor or its must be consistent with information in the standard Disclosure Form provided to the customer. All terms and information in the contract and Disclosure Form must be consistent with any marketing claims made to the customer. All customer contracts must include the applicable minimum contract requirements.

## B. Requirements for ABP Community Solar Offers when Specific Project is “To Be Determined”

An Approved Vendor or Designee may select the “To Be Determined” option in the Disclosure Form for an ABP community solar offer when the terms of the subscription are set but the specific project for the subscription has not been determined. If this option is selected in completing the standard Disclosure Form, the Approved Vendor or Designee must send a follow-up communication (by email or hard-copy mail, at the customer’s choice) that provides the customer with their project specifications no later than two weeks after the customer is subscribed to a community solar project. The communication must provide the following details:

- Project address, including the county in which the project is located
- Project name (as that project’s name appears in the ABP portal)
- Project ABP identification number
- Project size (in kW AC)
- Approved Vendor name and contact information, if different than the entity sending the communication
- Community Solar Provider name and contact information, if different than the Approved Vendor
- Project status (Completed and producing energy; Completed and awaiting final approval to operate; Under construction; Construction not yet commenced)

In the event that a customer is not assigned to a specific community solar project within six months of the execution of the subscription agreement, the Community Solar Provider shall at that point (and every six months thereafter until the customer is assigned to a project) provide the customer with an update on the status of the customer’s subscription (by email or hard-copy mail, at the customer’s preference).

## VI. Substantive Requirements for Program Offers

Approved Vendors and Designees shall not make offers if any of the following applies under the applicable utility's or electric cooperative's rule or bylaws, or based on local government restrictions:

- The system cannot be interconnected
- The customer of the system could not utilize net metering, community solar bill crediting, or a comparable crediting system

For DG contracts that include a direct payment or payments by the Approved Vendor to the customer that passes through some or all of the value of the REC payment(s), the following requirements apply and noncompliance may be grounds for disciplinary action (these requirements do not apply where the value of the REC payment is passed through indirectly, such as in lower PPA or lease payments):

- The Approved Vendor must submit the invoice for the applicable REC incentive payment in a timely fashion.
- The Approved Vendor must make the payments to the customer in a timely fashion, consistent with any statements made to the customer about the timing of the payment.
- The Approved Vendor may not use the customer's portion of the REC incentive payment to meet other financial obligations of the Approved Vendor.

## VII. Sales Agent Training

Each Approved Vendor or Designee shall ensure that individual representatives that engage in in-person solicitation and telemarketing, or who respond to or answer questions from customers via telephone, email, or online chat function, on behalf of that Approved Vendor or Designee receive appropriate training prior to interacting with customers on the Approved Vendor's or Designee's behalf. Each Approved Vendor and Designee shall ensure that individual representatives receive refresher training every six months after the initial training that includes, but is not limited to, applicable marketing requirements.

The Approved Vendor or Designee shall document the training of its agents and representatives and provide a certification annually to the Program Administrator—as part of the annual renewal process for the Approved Vendor's application or Designee's registration—showing that each agent or representative completed the training program prior to that agent marketing or selling:

- ABP or ILSFA Distributed Generation projects under 25 kW
- ABP Community Solar subscriptions under 25 kW
- All ILSFA Community Solar subscriptions

Training materials must cover all applicable sections of this Handbook. In addition, any individual representative that interacts with customers must be trained in all relevant aspects of the Program, including status of category capacities and any waitlists, the fundamentals of how PV systems work, and the offer being made, including but not limited to, the type of contract, any costs or fees, payment and billing options, and customers' right to cancel.

Representatives of Approved Vendors or Designees that are registered with ILSFA must be able to effectively screen interested customers for ILSFA eligibility and provide available ILSFA options if the customer seems to meet ILSFA participation requirements.

Each Approved Vendor and Designee shall submit a copy of its training materials to the Program Administrator on an annual basis as part of the annual renewal process for the Approved Vendor's application or Designee's registration. In addition, upon request by the Program Administrator, an Approved Vendor or Designee shall provide requested training materials and training records within seven business days. The IPA and the Program Administrator reserve the right to produce standardized training materials and to require Approved Vendors and Designees to use those materials to supplement whatever other materials they may use.

## **VIII. Association with Alternative Retail Electric Suppliers**

No Distributed Generation offers (under ABP or ILSFA) shall require the customer to sign up for service from any specific Alternative Retail Electric Supplier.

Utility account numbers may be collected in the process of collecting historical usage information. Utility account numbers or information obtained for this purpose shall not be used to solicit or offer any Alternative Retail Electric Supplier supply service. If the customer does not sign a contract with the Approved Vendor or Designee, the Approved Vendor or Designee must delete or destroy all information related to and including that customer's account number as soon as reasonably possible after the customer has decided not to contract with the Approved Vendor or Designee.

Community solar offers under the ABP or ILSFA may require a customer to receive electric service from a specific, designated supplier if the requirement does not violate 220 ILCS 5/16-115E(a) (which restricts ARES from enrolling customers who received financial assistance in the previous 12 months from the Low Income Home Energy Assistance Program or who participate in the Percentage of Income Payment Plan). In this case, the applicable fields in the Disclosure Form must be completed in full. In disclosing the specific method and formula used to determine the energy supply rate over all the years of the community solar contract, general statements about the basis for supply rate changes, such as general references to changes in market conditions, will not be deemed sufficient disclosure of the method and formula used to determine the energy supply rate.

## **IX. Records**

An Approved Vendor or Designee shall retain each customer's contract for at least fifteen years and six months after the energization of the system, or for at least six months longer than the duration of the lease, PPA, subscription, or any applicable warranty or guarantee, whichever is longest. Upon request by the IPA or Program Administrator, the Approved Vendor or Designee shall produce these records within twenty-one calendar days.

Upon the customer's request, the Approved Vendor or Designee shall provide the customer with a copy of that customer's fully executed contract via e-mail, U.S. mail, or facsimile within twenty-one calendar days. The Approved Vendor or Designee shall not charge a fee for the copies if a customer requests no more than three copies in a 12-month period. Approved Vendors and Designees shall promptly provide a complete list of agent names and ID numbers upon request by the Program Administrator.

The IPA and Program Administrator will provide confidential treatment to any commercially sensitive information that an Approved Vendor or Designee submits in connection with participation in the ABP and designates as confidential or proprietary. This includes the assertion of Freedom of Information ("FOIA") exemptions for commercially sensitive information or for personally identifying information when applicable in response to a FOIA request, and to otherwise protect the confidentiality of commercially sensitive information in response to any discovery request or other request made in connection with formal investigation or litigation. However, the IPA or Program Administrator may not be the final decisionmaker with respect to disclosure of this information. Approved Vendors and Designees must expressly designate any commercially sensitive information as "confidential or proprietary" to maximize the likelihood that such information would be protected from disclosure by a reviewing body (such as a reviewing court or the state's Public Access Counselor).

## **X. Customer Complaints and Disciplinary Determinations and Process**

### **A. Customer Complaints**

Consumers may file complaints with the ABP Program Administrator using the Consumer Complaint Center on both the Adjustable Block Program website ([ABP website Consumer Complaint Center](#)) and the Illinois Shines website ([Illinois Shines website Consumer Complaint Center](#)). Consumer complaints that are received by the ABP Program Administrator are published in abridged format on the [Consumer Complaints Database](#). Complainant information is not made public in this database.

Customers may file complaints with the ILSFA Program Administrator by emailing [info@illinoisSFA.com](mailto:info@illinoisSFA.com) or by calling 1-888-970-ISFA.

An Approved Vendor or Designee must report any complaints by Illinois Solar for All participants made to itself, or anyone acting on its behalf, to the Program Administrator. Complaints by ILSFA customers directed or conveyed to Approved Vendors should be acted upon promptly, with initial contact made within 24 hours of notice.

### **B. Disciplinary Process**

If the Program Administrator believes an Approved Vendor, Designee, or other entity is not acting, or has not acted, in compliance with Program requirements in connection with the Program, the Program Administrator will notify the entity in an e-mail that:

- Identifies the problematic behavior
- Explains how the behavior is non-compliant with program requirements
- Requests more information about the issue
- Includes information on possible penalties

With the limited exception of emergency situations requiring immediate action (as determined at the discretion of the IPA), no disciplinary determination (such as the suspension or revocation of the ability to participate as or on behalf of an Approved Vendor) will be made by the Program Administrator without first providing the allegedly offending party the opportunity to offer a written or oral explanation of the problematic behavior. The Program Administrator reserves the right to contact an Approved Vendor's or Designee's customers to understand the breadth of a disciplinary issue.

If an Approved Vendors or Designee is not responsive to the Program Administrator during a compliant investigation or responds unsatisfactorily to the Program Administrator during the investigation of a complaint, that Program entity's portal access may be shut off and the entity will be prohibited from generating Disclosure Forms or submitting Part I applications. Restricted portal access may be lifted once the entity begins responding in a satisfactory manner or once the investigation concludes, whichever comes first.

All disciplinary determinations made by the Program Administrator will be communicated through a written explanation of the determination that includes the following:

- A brief explanation of the infractions for which the entity is being disciplined.

- A timeline of communications between the offending entity and the Program Administrator.
- Specific reference to which specific Program requirement(s)/guideline(s) the offending entity violated.
- An explanation of any disciplinary action, including what specific conduct is no longer permitted in connection with the Program through the length of the suspension.
- An explanation regarding how the Approved Vendor and/or Designee can appeal the disciplinary determination to the IPA (if applicable) and the deadline for submission applicable to any appeal.

To appeal to the IPA, an Approved Vendor or Designee should submit a document to the IPA at [IPA.Solar@illinois.gov](mailto:IPA.Solar@illinois.gov) on company letterhead that requests review of the Program Administrator's determination, explains why it believes the determination is in error, and providing any supporting information, documents, or communications. An appealing Approved Vendor or Designee may submit a request to the Agency for a stay of any disciplinary action pending a resolution of its appeal. The Agency may grant or deny this request and will consider, among other factors, the likelihood of customer harm from such a stay, whether the conduct that resulted in the suspension is ongoing, and the likelihood that the appealing entity may prevail. As part of its appeal, an Approved Vendor or Designee may also suggest alternative resolutions or means to address violations (other than the disciplinary action that is being appealed).

The IPA may request additional information and materials from the Approved Vendor or Designee, and/or have a discussion with the Approved Vendor or Designee to learn more about the basis for the Approved Vendor's or Designee's position. The IPA will endeavor to issue final determinations on discipline, including supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.

Disciplinary actions will be listed on a publicly available webpage. For the ABP, the information is provided in the [Disciplinary Actions Report](#) and for ILSFA, will be available on the [Consumer Protections webpage](#).

### **C. Consequences for Violations of Program Requirements**

The Agency and Program Administrator may implement consequences for violations of program requirements. In addition, Approved Vendors or Designees that violate local, state, or federal law may face civil or criminal penalties from other relevant authorities.

For minor instances of noncompliance with program requirements, which might include typographical errors on documents, the Program Administrator may offer the Approved Vendor or Designee an opportunity to cure the mistake. Upon the Program Administrator's determination that an Approved Vendor or Designee has violated consumer protection or other program requirements in a material way, the Program Administrator may:

- Suspend the entity from participating in the Program as an Approved Vendor or Designee, either temporarily or permanently;
- Put the entity on formal probation status;
- Limit the extent of the Approved Vendor's or Designee's participation in the Program;

- Prohibit the Approved Vendor or Designee from serving as an Approved Vendor or Designee for DG systems less than 25 kW in size; and/or
- Implement other restrictions on Program participation

The Program Administrator may subject an Approved Vendor or Designee to conditional approval, or may deny, suspend, or revoke Approved Vendor or Designee status, based on a pattern of negative customer experiences or ongoing misrepresentations to customers, violations of contractual obligations to customers (whether in Illinois or other jurisdictions) or violations of Program requirements.

Approved Vendors and Designees barred, suspended, revoked or otherwise limited in their participation with the Adjustable Block Program will immediately be barred, suspended, revoked or otherwise limited in their participation in the Illinois Solar for All Program, and vice versa.

The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing, or other violations of Program requirements that implicate the jurisdiction or interests of other entities, to entities including the Office of the Illinois Attorney General, the Illinois Commerce Commission, consumer protection groups, local authorities, and/or others.



## XI. Additional Requirements for Illinois Solar for All

Low-income communities have historically been underserved by programs that offer resources and incentives for energy and housing, and access to capital. These communities have had very low participation in the clean energy economy generally. This has created an information gap and a high level of distrust of the institutions and programs designed to help them. These communities have often been targeted with false or deceptive marketing practices, predatory sales, unfair contracts, and poor-quality workmanship. These additional requirements minimize risks to participants, guarantee savings on energy costs, and ensure that vulnerable consumers are protected against unsafe and unfair business practices.

### A. Warranties, Maintenance, and System Removal (for ILSFA Distributed Generation)

The following requirements apply to all ILSFA Distributed Generation offers for system leases and Power Purchase Agreements:

- A warranty against system defects and degradation of electrical generation output greater than 15% for a period of at least the duration of the REC contract (15 years)
- An Operations and Maintenance agreement that covers system and component repairs for a period of at least the duration of the REC contract (15 years)
- An option at the end of the Lease or Power Purchase Agreement period for the customer to choose either that (1) the system components will be removed at no cost to the customer, (2) the customer may purchase the system at a price specified in the disclosure and contract, **or** 3) the customer may renew the contract at terms specified in the disclosure and contract.

For ILSFA Distributed Generation system purchases, an Approved Vendor or Designee must offer warranties, as well as operations and maintenance agreements, with any applicable fees and terms specified in the contract.

### B. Financial Requirements

All Illinois Solar for All customers must have no up-front payments. For ILSFA Distributed Generation customers, required payments or fees may not begin until the project is energized and producing value for the participant. For ILSFA community solar customers, required payments or fees may not begin until the customer starts receiving net-metering or comparable bill credits.

If ILSFA community solar subscribers begin receiving community solar bill credits from a project before the community solar provider begins billing the subscribers, the provider may not later charge subscribers for a subscription fee for previous months before billing began. Approved Vendors and Designees must demonstrate that any ongoing costs and fees paid by the participant will not exceed 50% of the value of energy generated by the customer's share of the system.

- For DG customers, value will be determined by the customer's first-year net metering credits for distributed generation projects connected directly to the participant's electric meter, or indirectly for qualified multifamily buildings through reduced rent, stabilized rent,

or through other services or improvements provided to participants by property owners or managers.

- For Community Solar customers, value will be determined by anticipated bill credits from their energy supplier.

Savings will be calculated for the first year, as well as on average for the term of the lease or PPA contract, or for 25 years in the case of the system purchase option. A minimum savings of 50% is required for both, with the following requirements:

- Savings is calculated by dividing total costs paid by the customer by total energy (supply) value; energy value will be based on either 1) an average statewide residential equivalent of \$0.1248 per kWh (including delivery and supply charges) for DG or \$0.06 per kWh for community solar, or 2) the customers actual rate, determined by averaging the full retail rate for DG, or supply rate for community solar, over a 12-month period using actual bills. Copies of bills will be submitted at Part I project application. This rate will be used as an average net metering offset or credit value.
- Energy escalation can be calculated at no more than 1.7% per year.
- Annual cost increases to customers cannot exceed the energy escalation rate for that customer's calculations.

Approved Vendors and Designees must ensure that loans to support customers' participation in ILSFA will not be secured by the customers' home or home equity. Financing amounts, terms, and conditions must be based on an assessment of the program participant's ability to repay the debt, as defined by Regulation Z, which is a federal rule that implements aspects of the Truth in Lending Act and the Dodd-Frank Act.<sup>5</sup>

Contracts that include ongoing payments must offer terms that include forbearance. If a program participant can show good cause in a request for forbearance, financiers must offer a) suspension of total payments for up to three months, b) a suspension of interest payments for up to six months, or c) a reduction in interest rates for up to twelve months. Missed revenues may be recovered later in the stage of the contract, but no interest may be applied.

### C. Participant Data and Income Verification

Approved Vendors and Designees are required to collect property and contact information for each customer who participates in ILSFA, including income verification information and limited personally identifiable information. Approved Vendors and Designees shall not initiate the income

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<sup>5</sup> See Consumer Financial Protection Bureau, April 10, 2013. *Ability-to-Repay and Qualified Mortgage Rule, Small Entity Compliance Guide*, [http://files.consumerfinance.gov/f/201304\\_cfpb\\_compliance-guide\\_atr-qm-rule.pdf](http://files.consumerfinance.gov/f/201304_cfpb_compliance-guide_atr-qm-rule.pdf). Under the regulation (12 C.F.R. § 1026.43, issued under authority of 15 U.S.C. § 1639c), creditors generally must consider eight underwriting factors: (1) current or reasonably expected income or assets; (2) current employment status; (3) the monthly payment on the covered transaction; (4) the monthly payment on any simultaneous loan; (5) the monthly payment for mortgage-related obligations; (6) current debt obligations, alimony, and child support; (7) the monthly debt-to-income ratio or residual income; and (8) credit history.

verification process for a customer until and unless the customer first (1) gives consent and (2) certifies their income eligibility.

The Approved Vendor or Designee shall verify customer income in accordance with the Participant Eligibility and Verification section of the Approved Vendor Manual. This includes the completion of the Basic Information Form with participant certification, as well as using one of the prescribed methods also indicated in the Project and Participant Verification section of the ILSFA Approved Vendor Manual.

The Approved Vendor or Designee will take care in collecting complete and accurate information and ensure all personal data is secured and transferred to the Program Administrator according to established protocols. The Approved Vendor or Designee must immediately report any data breach of participant information, including loss of control, compromise, unauthorized disclosure, acquisition or access of that data to the Program Administrator and affected customers immediately. Participant or project data may not be given or sold to anyone outside of the Approved Vendor or Designee organization or shared with subcontractors or agents other than to conduct the business of Illinois Solar for All project development. The Approved Vendor or Designee will ensure that All personally identifiable information related to income verification (social security number, income, etc.) will be deleted/destroyed once the customer has been approved by the Program Administrator.

In addition, Approved Vendors and Designees will ensure all parties related to ILSFA projects meet the requirements of the Illinois Personal Information Protection Act, 815 ILCS 530.

**ILLINOIS ADJUSTABLE BLOCK PROGRAM**  
**DISTRIBUTED GENERATION CONTRACT REQUIREMENTS**

**Approved July 14, 2022**  
**Compliance required by August 28, 2022\***

All projects energized after the IPA finalized its initial consumer protection requirements must comply in full with applicable consumer protection requirements.

Note that the Adjustable Block Program does NOT require the submission of a signed contract (or a contract amendment bringing a previously signed contract into compliance with the below requirements) for every system purchase, lease, or PPA, provided that all ABP requirements, such as demonstrating binding site control, are met through other means. As stated in the Plan, the Agency retains the right to request copies of installation contracts from Approved Vendors.

The Approved Vendor will attest to compliance with the contract requirements herein in Part II of the project application.

**1. Common Contract Requirements for all business models**

- Right of rescission within three or more calendar days (only for systems  $\leq 25\text{kW}$ )
- System design specification:
  - Site plan or equivalent drawing (this may be incorporated by reference, in which case the site plan or equivalent drawing must be completed and provided to the customer within 30 days of the contract execution and must be substantially consistent with the specifications contained in the contract and Disclosure Form)
  - Size of system
  - Estimated first year production and annual degradation
- If performance guarantee is provided:
  - Host or owner's remedy in case of underperformance
  - Host or owner's procedure to lodge a claim under the performance guarantee
- Change in pricing or other terms, if any, in the event of non-selection for an Adjustable Block Program REC contract. As an example, a condition precedent clause would satisfy this requirement.
- Responsibility for interconnection application
- If warranty is provided:
  - Term of warranty
  - Defects covered (e.g. faulty installation, malfunctioning components beyond manufacturer's warranty, roof damage)
  - Financial limits on warranty
  - Warranty provider
  - Host or owner's procedure to lodge a claim under warranty
- Allocation of maintenance obligations between host or owner & installer

\* 45 days of lead time for compliance with new requirements are provided pursuant to the 2022 Long-Term Renewable Resources Procurement Plan, § 9.3.3, and the Final Order in ICC Docket No. 19-0995 at 56, 62.

- Allocation of responsibility for entering meter data (this provision could be in a separate contract)
- All possible fees (other than those mentioned in #2, #3, and #4 below)
- Events of default
  - Remedies of both host or owner & installer in case of default
- Dispute resolution procedures
- Governing law

## **2. Contract Requirements specific to Purchase Transactions**

- Total price:
  - Down payment, if any
  - Schedule of subsequent payments
- Type of panels
- When title transfers to owner
- Provisions for owner's transfer of RECs to Approved Vendor (this provision could be in a separate contract)
- Owner's rights and obligations upon selling the property
- When mechanic's lien waiver(s) will be provided

## **3. Contract Requirements specific to PPA Transactions**

- Frequency of periodic (e.g. monthly) payments
- Method of invoicing and payment
- Pricing terms (including escalation)
- Date of first payment
- Term of PPA arrangement
- Early termination fee, if any
- Whether system removal is (i) mandatory or (ii) at the host's election or (iii) not possible upon contract termination
  - System removal fee, if any
- Whether PPA offtaker has right to purchase the system
  - before end of lease term; or
  - upon end of lease term
  - In either case, economic terms for purchase
- PPA term renewal: automatic? At host's option? Not at all? What are the economic terms?
- System owner's right to file UCC-1 statement
- Allocation of responsibility to maintain insurance on system, and the required insurance terms
- Allocation of risk of loss in case of damage to system
- Host's rights and obligations upon selling the property
  - Requirements for transferring the PPA agreement to the new property owner

**4. Contract Requirements specific to Lease Transactions**

- Initial payment
- Frequency of periodic (e.g. monthly) payments
- Method of invoicing and payment
- Pricing over time (including escalations)
- Date of first payment
- Term of lease
- Early termination fee, if any
- Type of panels
- Whether system removal is (i) mandatory or (ii) at the host's election or (iii) not possible upon contract termination
  - System removal fee, if any
- Whether lessee has right to purchase the system
  - before end of lease term; or
  - upon end of lease term
  - In either case, economic terms for purchase
- Lease term renewal: automatic? At lessee's option? Not at all? What are the economic terms?
- Lessor's right to file UCC-1 statement
- Allocation of responsibility to maintain insurance on system, and the required insurance terms
- Allocation of risk of loss in case of damage to system
- Lessee's rights and obligations upon selling the property
  - Requirements for transferring the lease to the new property owner

**ILLINOIS ADJUSTABLE BLOCK PROGRAM**  
**COMMUNITY SOLAR CONTRACT REQUIREMENTS**

**Approved July 14, 2022**  
**Compliance required by August 28, 2022\***

All projects energized after the IPA finalized its initial consumer protection requirements must comply in full with applicable consumer protection requirements.

Note that the Adjustable Block Program does NOT require the submission of a signed contract (or a contract amendment bringing a previously signed contract into compliance with the below requirements) for every system purchase, lease, or PPA, provided that all ABP requirements, such as demonstrating binding site control, are met through other means. As stated in the Plan, the Agency retains the right to request copies of installation contracts from Approved Vendors.

The Approved Vendor will attest to compliance with the contract requirements herein in Part II of the project application.

- (a) A plain language disclosure of the subscription, including:
  - (i) The terms under which the pricing will be calculated over the life of the contract and a good faith estimate of the subscription price expressed as a monthly rate or on a per kilowatt-hour basis;
  - (ii) Whether any charges may increase during the course of service, and, if so, how much advance notice is provided to the subscriber.
- (b) Contract provisions regulating the disposition or transfer of a subscription;
- (c) All nonrecurring (one-time) charges;
- (d) All recurring (monthly, yearly) charges;
- (e) A statement of contract duration, including the initial time period and any rollover provision;
- (f) Terms and conditions for early termination, including:
  - (i) Any penalties that the Project Developer may charge to the subscriber; and
  - (ii) The process for unsubscribing and any associated costs.
- (g) If a security deposit is required;
- (h) The amount of the security deposit;
  - (iii) A description of when and under what circumstances the security deposit will be returned;
  - (iv) A description of how the security deposit may be used; and
  - (v) A description of how the security deposit will be protected.
- (i) A description of any fee or charge and the circumstances under which a customer may incur a fee or charge;
- (j) A statement explaining any conditions under which the Project Developer may terminate the contract early, including:

\* 45 days of lead time for compliance with new requirements are provided pursuant to the 2022 Long-Term Renewable Resources Procurement Plan, § 9.3.3, and the Final Order in ICC Docket No. 19-0995 at 56, 62.

- (i) Circumstances under which early cancellation by the Project Developer may occur;
- (ii) Manner in which the Project Developer shall notify the customer of the early cancellation of the contract;
- (iii) Duration of the notice period before early cancellation; and
- (iv) Remedies available to the customer if early cancellation occurs;
- (k) A statement that the customer may terminate the contract early, including:
  - (i) Amount of any early cancellation fee;
- (l) A statement describing contract renewal procedures, if any, including any automatic renewal provisions;
- (m) A dispute procedure;
- (n) The Agency's and Commission's phone number and Internet address;
- (o) A billing procedure description;
- (p) The data privacy policies of the Project Developer;
- (q) A description of any compensation to be paid for underperformance;
- (r) Evidence of insurance;
- (s) A description of the project's long-term maintenance plan;
- (t) Current production projections and a description of the methodology used to develop production projections;
- (u) Contact information for the Project Developer for questions and complaints;
- (v) A statement that the Project Developer does not make representations or warranties concerning the tax implications of any bill credits provided to the subscriber;
- (w) The method of providing notice to the subscribers when the project is out of service for more than three business days, including notice of:
  - (i) The estimated duration of the outage; and
  - (ii) The estimated production that will be lost due to the outage.
- (x) Any other terms and conditions of service.

In addition, to ensure portability and transferability of subscription contracts, as required by Section 1-75(c)(1)(N) of the Act, any such contract should provide that the subscriber (i) may retain the subscription (or at least a downsized version of the subscription relative to the subscriber's new load) as long as the subscriber changes addresses for utility service within the same utility service territory, and (ii) may assign or sell the subscription to another person within the same utility service territory, without any fee owed to the subscription counterparty, subject to reasonable terms and conditions including matching the subscription size to the new subscriber's load.



**ILLINOIS SOLAR FOR ALL**  
**DISTRIBUTED GENERATION CONTRACT REQUIREMENTS**

**Approved July 14, 2022**  
**Compliance required by August 28, 2022\***

All projects energized after the IPA finalized consumer protection requirements must comply in full with applicable consumer protection requirements.

The contract requirements listed beginning on page 3 below constitute the distributed generation contract requirements for the Illinois Solar for All Program (“ILSFA” or “Program”) as required by the Plan. These apply to projects from both Low-income Distributed Generation sub-programs as well as projects participating in the Non-profit/Public Facilities sub-program within ILSFA, except in some noted cases where requirements apply only to a specific sub-program. All contracts with customers for installation of on-site distributed generation solar projects (including agreements for purchase money loans from lenders affiliated with an Approved Vendor) must contain the required terms stated in this document. In some cases, the requirements listed herein prescribe the content of specific terms, while other requirements prescribe only the scope of contractual terms to be covered.

Note that the Illinois Solar for All Program does not necessarily require the submission of a signed contract (or a contract amendment bringing a previously signed contract into compliance with the below requirements) for every system purchase, lease, or PPA, provided that all Program requirements, such as demonstrating binding site control, are met through other means. However, Approved Vendors must provide documentation to the Program Administrator explaining how the project will result in a cash-flow positive experience for the participant(s) (including an estimate of the monthly savings)—and specifically, ensuring that the savings accruing to each participant, net of any ongoing participation fees, are at least 50% of the value produced by the solar project through avoided usage or net metering credits. This may include providing a copy of the contract, or some other statement of customer savings estimates, including assumed parameters.

The Approved Vendor will attest to compliance with the contract requirements herein in Part I of the project application.

**1. Common Contract Requirements for all business models**

- Contract must be in the language requested by the customer.
- Low-Income Single-Family and Small Multifamily Solar (1-4 unit residential) customers cannot be required to provide an upfront payment prior to energization.
- Once energization begins, any ongoing payments (on an annualized basis) by customer cannot exceed 50% of expected first-year net metering value. This requirement applies to two distinct time periods: (1) the first year of the contract as well as (2) a calculated annual average for (a) the life of the customer’s contract *or* (b), in the case of a purchase transaction or a lease/PPA with a buyout option, a 25-year period. For these calculations, the following assumptions must hold:

\* 45 days of lead time for compliance with new requirements are provided pursuant to the 2022 Long-Term Renewable Resources Procurement Plan, § 9.3.3, and the Final Order in ICC Docket No. 19-0995 at 56, 62.

- A standard annual production degradation rate of 0.5% must be used;
- An annual energy price escalation rate of up to 1.7% can be used;
- The annual customer payment rate escalation cannot exceed the energy escalation rate used.
- For Low-Income Distributed Generation projects (both 1-4 unit, and 5+ unit), the first-year net metering value used in the savings calculation must be based on either (i) the rate listed on the Disclosure form, or (ii) an average of the customer's 12 most recent monthly bills.
- For Non-profit/Public Facility projects, the first-year net metering value used in the savings calculation must be based on an average of 12 consecutive months of customer bills within the last two years.
- Full system warranty, as well as operations and maintenance guarantees for the duration of the REC Contract or 15 years, at no additional cost to participants.
- Financing amounts, terms, and conditions for a purchase or lease of a system must be based on an assessment of the Program participant's ability to repay the debt, as defined by Regulation Z, which is a federal rule that implements aspects of the Truth in Lending Act and the Dodd-Frank Act.<sup>1</sup>
- Right of rescission within fourteen business days after contract execution (only for Low-Income Distributed Generation sub-programs; not for Non-profits/Public Facilities)
- System design specification:
  - Site plan or equivalent drawing (this may be incorporated by reference, in which case the site plan or equivalent drawing must be completed and provided to the customer within 30 days of the contract execution and must be substantially consistent with the specifications contained in the contract and Disclosure Form)
  - Size of system
  - Type of panels
  - Estimated first year production and annual degradation
- Change in pricing or other terms, if any, in the event of non-selection for an ILSFA REC contract. As an example, a condition precedent clause would satisfy this requirement.
- Allocation of responsibility for securing municipal permits and approvals
- Installer will be responsible for completing interconnection application if customer requests it.
- Allocation of responsibility for harm to property, materials, and workers during construction

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<sup>1</sup> See Consumer Financial Protection Bureau, April 10, 2013. *Ability-to-Repay and Qualified Mortgage Rule, Small Entity Compliance Guide*, [http://files.consumerfinance.gov/f/201304\\_cfpb\\_compliance-guide\\_atr-qm-rule.pdf](http://files.consumerfinance.gov/f/201304_cfpb_compliance-guide_atr-qm-rule.pdf). Under the regulation (12 C.F.R. § 1026.43, issued under authority of 15 U.S.C. § 1639c), creditors generally must consider eight underwriting factors: (1) current or reasonably expected income or assets; (2) current employment status; (3) the monthly payment on the covered transaction; (4) the monthly payment on any simultaneous loan; (5) the monthly payment for mortgage-related obligations; (6) current debt obligations, alimony, and child support; (7) the monthly debt-to-income ratio or residual income; and (8) credit history.

- Installer commits to not pass on any costs related to curing problems found in project inspections conducted by the Illinois Power Agency or its designees.
- Installer commits to provide name of any subcontractor to customer before work begins.
- Requirement that any change order, including scope and price, must be confirmed in writing
- Allocation of responsibility for entering meter data (This provision could be in a separate contract.)
- All possible fees (other than those mentioned in #2, #3, and #4 below)
- Dispute resolution procedures
- Governing law
- **No** prepayment penalties (only for Low-Income Distributed Generation; not for Non-profits/Public Facilities)
- When mechanic's lien waiver(s) will be provided

## 2. Contract Requirements specific to Purchase Transactions

- Total price
  - Schedule of payments
- When title transfers to owner
- Provisions for owner's transfer of RECs to Approved Vendor (This provision could be in a separate contract.)
- Warranty for components and performance:
  - 15 Year Term of warranty
  - Defects covered (e.g. faulty installation, malfunctioning components beyond manufacturer's warranty, roof damage)
  - Owner's remedies
  - Financial limits on warranty
  - Warranty provider
  - Owner's procedure to lodge a claim under warranty
- Owner's rights and obligations upon selling the property
- ***For situations where a low-income residential customer is taking a loan to finance purchase from a lender affiliated with Approved Vendor:***
  - Financial instrument must include forbearance terms.
    - Forbearance terms must encompass one of the following:
      - Suspension of total payments for up to 3 months; or
      - Suspension of interest payments for up to 6 months; or
      - Reduction of interest payments for up to 12 months
    - Missed revenues may be recovered later in the contract life, but no interest may be applied.
  - Loan may not be secured by home or home equity.
  - Loan documents must indicate the following:
    - Principal loan amount
    - Schedule of loan disbursements

- Schedule and due dates of repayments
- Order of allocating payments (to principal, interest, fees, etc.)
- Interest rate
- Borrower(s), lender, servicer
- Nature of lender's security interest (e.g. UCC-1 financing statement)
- Events of default and lender's remedy(ies) upon default (including forbearance as discussed above)
- All fees and penalties

### **3. Contract Requirements specific to PPA Transactions**

- Frequency of periodic (e.g. monthly) payments
- Method of invoicing and payment
- Pricing terms (including escalation)
- Date of first payment
- Term of PPA arrangement must be specified. Minimum term is 15 years.
- Host must have option to terminate early, with early termination fee or formula specified.
- Events of default
  - Remedies of both host & installer in case of default
  - For low-income residential customers, host must be given forbearance for up to 3 months in case of nonpayment; missed revenues may be recovered later, but without interest.
- System removal cannot be mandatory upon contract expiration; host shall have option to elect removal, purchase, or renewal.
  - No system removal fee is allowed.
  - Purchase terms must be specified upfront.
  - Renewal terms must be specified upfront.
- System performance warranty for at least 15 years must be provided, guaranteeing no degradation of electrical generation output greater than 15%.
  - Host's remedy in case of underperformance
  - Host's procedure to lodge a claim under the performance guarantee
- Whether PPA offtaker has right to purchase the system before end of PPA arrangement (including economic terms for purchase)
- System owner's right to file UCC-1 statement
- Allocation of responsibility to maintain insurance on system, and the required insurance terms
- Installer must be responsible for operations and maintenance, including system and component repairs preventing functioning according to industry standards, for a period of at least 15 years.
- Allocation of risk of loss in case of damage to system
- Host's rights and obligations upon selling or moving out of the property
  - Host shall have a choice to buy out (at contractually specified terms) the PPA arrangement or transfer it to a new resident/occupant.
  - Procedures for transferring the PPA agreement to the new property owner

#### 4. Contract Requirements specific to Lease Transactions

- Initial payment
- Frequency of periodic (e.g. monthly) payments
- Method of invoicing and payment
- Pricing over time (including escalations)
- Date of first payment
- Term of lease must be specified. Minimum term is 15 years.
- Lessee must have option to terminate early, with early termination fee or formula specified.
  - Events of default
    - Remedies of both lessee & installer in case of default
    - For low-income residential customers, lessee must be given forbearance for up to 3 months in case of nonpayment; missed revenues may be recovered later, but without interest.
- System removal cannot be mandatory upon contract expiration; lessee shall have option to elect removal, purchase, or renewal.
  - No system removal fee is allowed.
  - Purchase terms must be specified upfront.
  - Renewal terms must be specified upfront.
- System performance warranty for at least 15 years must be provided, guaranteeing no degradation of electrical generation output greater than 15%.
  - Lessee's remedy in case of underperformance
  - Lessee's procedure to lodge a claim under the performance guarantee
- Whether lessee has right to purchase the system before end of lease term (including economic terms for purchase)
- Lessor's right to file UCC-1 statement
- Allocation of responsibility to maintain insurance on system, and the required insurance terms
- Installer must be responsible for operations and maintenance, including system and component repairs preventing functioning according to industry standards, for a period of at least 15 years.
- Allocation of risk of loss in case of damage to system
- Lessee's rights and obligations upon selling or moving out of the property
  - Lessee shall have a choice to buy out (at contractually specified terms) the lease arrangement or transfer it to a new resident/occupant.
  - Procedures for transferring the lease to the new property owner

**ILLINOIS SOLAR FOR ALL**  
**COMMUNITY SOLAR CONTRACT REQUIREMENTS**

**Approved July 14, 2022**  
**Compliance required by August 28, 2022\***

All projects energized after the IPA finalized consumer protection requirements must comply in full with applicable consumer protection requirements.

All contracts with subscribers to ILSFA Low-income Community Solar projects (including agreements for purchase money loans [for shares or panels of a community solar project] from lenders affiliated with an Approved Vendor) must contain the required terms stated in this document. In some cases, the requirements listed herein prescribe the content of specific terms, while other requirements prescribe only the scope of contractual terms to be covered.

Note that the Illinois Solar for All Program does not necessarily require the submission of a signed subscription contract (or a contract amendment bringing a previously signed contract into compliance with the below requirements) for every subscription upon application; however, Approved Vendors must provide documentation to the Program Administrator explaining how the community solar subscription will result in a cash-flow positive experience for the participant(s) (including an estimate of the monthly savings) – and specifically, ensuring that the savings accruing to each participant, net of any ongoing participation fees, are at least 50% of the value produced by the community solar project through net metering credits. This may include providing a copy of the contract, or some other statement of customer savings estimates, including assumed parameters.

The Approved Vendor will attest to compliance with the contract requirements herein in Part II of the project application.

- (a) A plain language disclosure of the subscription, including:
  - (i) The terms under which the pricing will be calculated over the life of the contract and a good faith estimate of the subscription price expressed as a monthly rate or on a per kilowatt-hour basis;
  - (ii) Whether any charges may increase during the course of service, and, if so, how much advance notice is provided to the subscriber.
- (b) Contract provisions regulating the disposition or transfer of a subscription, as well as the costs or potential costs associated with such a disposition or transfer;
- (c) All nonrecurring (one-time) charges;
- (d) All recurring (monthly, yearly) charges;
- (e) A statement of contract duration, including the initial time period and any rollover provision;
- (f) Terms and conditions for early termination, including:

\* 45 days of lead time for compliance with new requirements are provided pursuant to the 2022 Long-Term Renewable Resources Procurement Plan, § 9.3.3, and the Final Order in ICC Docket No. 19-0995 at 56, 62.

- (i) Any penalties that the Project Developer may charge to the subscriber; and
- (ii) The process for unsubscribing and any associated costs.
- (g) A description of any fee or charge and the circumstances under which a customer may incur a fee or charge;
- (h) A statement explaining any conditions under which the Project Developer may terminate the contract early, including:
  - (i) Circumstances under which early cancellation by the Project Developer may occur;
  - (ii) Manner in which the Project Developer shall notify the customer of the early cancellation of the contract;
  - (iii) Duration of the notice period before early cancellation; and
  - (iv) Remedies available to the customer if early cancellation occurs;
- (i) A statement that the customer may terminate the contract early, including:
  - (i) Amount of any early cancellation fee;
- (j) A statement describing contract renewal procedures, if any;
- (k) A dispute procedure;
- (l) The Agency's and Commission's phone number and Internet address;
- (m) A billing procedure description;
- (n) The data privacy policies of the Project Developer;
- (o) A description of any compensation to be paid for underperformance;
- (p) Evidence of insurance;
- (q) A description of the project's long-term maintenance plan;
- (r) Current production projections and a description of the methodology used to develop production projections;
- (s) Contact information for the Project Developer for questions and complaints;
- (t) A statement that the Project Developer does not make representations or warranties concerning the tax implications of any bill credits provided to the subscriber;
- (u) The method of providing notice to the subscribers when the project is out of service for more than three business days, including notice of:
  - (i) The estimated duration of the outage; and
  - (ii) The estimated production that will be lost due to the outage.
- (v) Any other terms and conditions of service.
- (w) Once energization begins, any ongoing subscription payments (on an annualized basis) by customer cannot exceed 50% of expected first-year net metering value. This requirement applies to two distinct time periods: (1) the first year of the contract as well as (2) a calculated annual average for (i) the life of the customer's subscription contract *or* (ii) in the case of a system share purchase, for 25 years. For these calculations, the following assumptions must hold:
  - A standard annual production degradation rate of 0.5% must be used;
  - An annual energy price escalation rate of up to 1.7% can be used;
  - The annual customer payment rate escalation cannot exceed the energy escalation rate used.

- The first-year net metering value used in the savings calculation must be based on *either* (i) an average statewide supply rate of \$0.06 per kilowatt-hour or (ii) an average of the customer's 12 most recent monthly utility bills.
- (x) The contract must be in the language requested by the customer.
- (y) Financing amounts, terms, and conditions for a purchase of a system share or a lease-based subscription must be based on an assessment of the program participant's ability to repay the debt, as defined by Regulation Z, which is a federal rule that implements aspects of the Truth in Lending Act and the Dodd-Frank Act.<sup>1</sup>
- (z) Right of rescission within three days after contract execution
- (aa) The subscriber cannot be required to provide an upfront payment prior to energization.
- (bb) No prepayment penalties (for a lease or a loan for purchasing a project share) are allowed.
- (cc) For situations where a low-income residential customer is taking a loan to finance purchase of particular panels or a share of the community solar project from a lender affiliated with an Approved Vendor:
  - Financial instrument must include forbearance terms.
    - Forbearance terms must encompass one of the following:
      - Suspension of total payments for up to 3 months; or
      - Suspension of interest payments for up to 6 months; or
      - Reduction of interest payments for up to 12 months
    - Missed revenues may be recovered later in the contract life, but no interest may be applied.
  - Loan may not be secured by home or home equity
  - Loan documents must indicate the following:
    - Principal loan amount
    - Schedule of loan disbursements
    - Schedule and due dates of repayments
    - Order of allocating payments (to principal, interest, fees, etc.)
    - Interest rate
    - Borrower(s), lender, servicer
    - Nature of lender's security interest (e.g. UCC-1 financing statement)
    - Events of default and lender's remed(ies) upon default (including forbearance as discussed above)
    - All fees and penalties

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<sup>1</sup> See Consumer Financial Protection Bureau, April 10, 2013. *Ability-to-Repay and Qualified Mortgage Rule, Small Entity Compliance Guide*, [http://files.consumerfinance.gov/f/201304\\_cfpb\\_compliance-guide\\_atr-qm-rule.pdf](http://files.consumerfinance.gov/f/201304_cfpb_compliance-guide_atr-qm-rule.pdf). Under the regulation (12 C.F.R. § 1026.43, issued under authority of 15 U.S.C. § 1639c), creditors generally must consider eight underwriting factors: (1) current or reasonably expected income or assets; (2) current employment status; (3) the monthly payment on the covered transaction; (4) the monthly payment on any simultaneous loan; (5) the monthly payment for mortgage-related obligations; (6) current debt obligations, alimony, and child support; (7) the monthly debt-to-income ratio or residual income; and (8) credit history.