

## **Adjustable Block Program Guidelines for Distributed Generation Marketing Materials and Marketing Behavior**

**UPDATED: October 19, 2021**

This document provides marketing guidelines for Approved Vendors submitting distributed generation projects into the Illinois Power Agency's Adjustable Block Program ("ABP").

Although community solar projects are part of the ABP, this document applies specifically to distributed generation ("DG") projects and not to community solar systems (a different set of guidelines has been published for the marketing of subscriptions to community solar projects). These guidelines apply to systems of all sizes, except where it is specifically stated that certain provisions only apply to transactions involving systems under 25 kW.

As used herein, the term "Approved Vendor" covers not only the entity serving as an Approved Vendor within the ABP, but also that entity's affiliates, employees, contractors and subcontractors, agents, installers, marketers, customer service liaisons, or any other person or entity acting in any way on the Approved Vendor's behalf in connection with the project receiving a REC delivery contract through the ABP. Approved Vendors may be disciplined for the failure of any of these entities to follow the Adjustable Block Program's Marketing Guidelines through suspension of eligibility to receive REC delivery contracts through the Adjustable Block Program.

Relatedly, any of these non-Approved Vendor entities may themselves be suspended from performing services in connection with ABP projects for the violation of these Marketing Guidelines (through subjecting an Approved Vendor to automatic suspension by working with that entity). In assessing discipline, focus will generally be placed primarily on the entity responsible for the violation of Marketing Guidelines, but all entities involved in transactions supported by this state-administered program are ultimately required to ensure that these guidelines are faithfully followed.

Compliance with these guidelines is overseen on a day to day basis by the Program Administrator, InClimate Solutions. These Marketing Guidelines outline the Program Administrator and IPA's anticipated roles in enforcement; however, nothing in these guidelines shall preclude the Agency from undertaking roles specified for the Program Administrator on an as-needed basis.

Illinois Shines is the brand name and consumer-facing brand of the Adjustable Block Program. All marketing guidelines that are applicable to the ABP apply to Illinois Shines as well. Consumer-facing information on the ABP can be found at [illinoisshines.com](http://illinoisshines.com).

This document outlines program guidelines for 1) marketing materials, promotional information or other messages transmitted by an Approved Vendor related to a solar product solar or leased under the ABP, 2) marketing behavior, actions taken by an Approved Vendor as part of its promotion and sales process for solar products sold or leased under the ABP, and 3) disciplinary determinations and process for violations of ABP guidelines and rules. An attestation for Approved Vendors pursuant to Sections 6.13 and 6.13.1 of the Long-Term Renewable Resources Plan is provided in Appendix A, which is executed by an Approved Vendor within the Program portal at the Part II stage of the application process.

## 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). The ABP was established by the Future Energy Jobs Act (Public Act 99-0906, effective June 1, 2017). More information on the Adjustable Block Program can be found in Chapters 6 and 7 the Illinois Power Agency’s [Long-Term Renewable Resources Procurement Plan](#).
- **Adjustable Block Program Guidebook:** The [Adjustable Block Program Guidebook](#), released May 31, 2019, describes the structure of the ABP and provides information about the program’s operation. Section 10 of the Guidebook provides a glossary of program terms. As of September 16, 2020, the Program Guidebook is under revision. The updated version is expected to be released in September 2020 and will be available at the same location as the prior Guidebook.

**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 Adjustable Block Program and to act as counterparty to the ABP contracts with the utilities. [Approved Vendor Requirements](#), released October 30, 2018, provide information to be collected from prospective Approved Vendors and the evaluation criteria for Approved Vendors.
- **Consumer Complaint Database:** All ABP consumer complaints received by the Program Administrator are published in a [publicly available database](#). Consumer complaints may lead to Approved Vendors being determined to be 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.
- **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. This includes installers, marketing firms, lead generators, and sales organizations. All Designees must register with the program and be listed on the program websites (both [www.illinoisabp.com](http://www.illinoisabp.com) and [www.illinoisshines.com](http://www.illinoisshines.com)) along with the Approved Vendor(s) with whom they are working. Registration also requires the assent of the Approved Vendor(s), and can be withdrawn by an Approved Vendor working with the Designee at discretion of the Approved Vendor, or by the IPA or Program Administrator if the Designee is found to have violated program guidelines and is suspended or has its registration terminated. See Section 6.9.1. of the Illinois Power Agency’s [Long-Term Renewable Resources Procurement Plan](#).
- **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 2,000 kW AC in size. The ABP has three project categories: Small Distributed Generation for DG systems 10 kW and below, Large Distributed Generation for DG systems above 10 kW up to 2 MW in size, and Community Solar for community solar projects, regardless of size. These guidelines apply to all DG projects.



## Distributed Generation Marketing Guidelines

- **Distributed Generation Contract Requirements:** Pursuant to Section 6.13 of the Long-Term Renewable Resources Procurement Plan, the IPA and its Program Administrator developed a list of contract requirements for Approved Vendors. The [Final Distributed Generation Contract Requirements](#) were released January 23, 2019. Approved Vendors must attest to compliance with these contract requirements as part of a project’s ABP application in the Program Portal (see Appendix A of these guidelines).
- **Illinois Shines:** Illinois Shines is consumer-facing brand name of the Adjustable Block Program. The Illinois Power Agency and its Program Administrator released an [ABP Branding Document](#), which includes information about the use of the “Illinois Shines” brand and logo.
- **Informational Brochure:** Approved Vendors are required to distribute to customers prior to the execution of a contract with them, an [informational brochure](#) in both print and electronic format. The brochure shares information about the ABP and informs consumers of their rights and procedures for filing complaints. It 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 final [Revised Long-Term Renewable Resources Procurement Plan](#), released April 20, 2020, is the most recent version of the plan. The Long-Term Renewable Resources Plan describes the Adjustable Block Program in Chapters 6 and 7.
- **Program Administrator:** The Illinois Power Agency, under the authority of Section 1-75(c)(1)(M) of the IPA Act, has selected an expert consultant to manage the operations of the ABP. InClime has been designated the Program Administrator.
- **Program Portal:** The secure website where Approved Vendors generate Disclosure Forms, enter project application data, and otherwise manage projects. The Portal may be accessed via the “Login” tab on [www.illinoisabp.com](http://www.illinoisabp.com).
- **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, “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 say they used that solar power. See the [Illinois Shines Informational Brochure](#).
- **Standard Disclosure Form:** The standard contract disclosure form gives consumers who are considering contracting for a solar photovoltaic (“PV”) system clear information about the system and their transaction. The type of distributed generation contract being entered into—a [system purchase](#), a [system lease](#), a [Power Purchase Agreement](#), or a [contract for a system over 25 kilowatts in size](#)—will determine the standard contract disclosure form required. Execution and submission of the proper Standard Disclosure Form is required for the system to be eligible for the ABP.



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## 1. Guidelines for Marketing Materials

### A. False and Misleading Statements

- 1) Approved Vendors shall accurately portray the nature of solar power, renewable energy credits (“RECs”), and the ABP or Illinois Shines. Approved Vendors shall disclose their intent to sell the project’s RECs into the ABP or through Illinois Shines. Approved Vendors shall not make any demonstrably false or misleading statements.
  - a) Should an Approved Vendor have any questions about whether a particular statement constitutes an accurate portrayal, the Approved Vendor should submit that statement to the Program Administrator for review and the Program Administrator will endeavor to respond within five (5) business days.
  - b) Below is a list of common questions that potential customers may have regarding the ABP and helpful answers that can be communicated to these potential customers.
    - i) What is the Adjustable Block Program?
      - (1) 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.
    - ii) What is Illinois Shines?
      - (1) 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.
    - iii) What are RECs and why are they valuable?
      - (1) 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 say they used 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.
      - (2) If the RECs from a distributed generation project are transferred to a utility through the ABP, then neither the distributed generation project host nor the owner should claim to be using clean or renewable electricity. Thus, consistent with the IPA’s understanding of Federal Trade Commission guidelines, customers of distributed generation projects that sell RECs should generally not state that they are powered by renewable energy.
  - c) Approved Vendors shall not make any demonstrably false or unsubstantiated statements about RECs.
    - i) Below are examples of statements Approved Vendors shall not make related to the energy produced by the system if RECs are already contracted to be transferred.
      - (1) “Your home will run on cleaner, greener energy.”
      - (2) “The sun will provide your electricity.”
    - ii) Examples of statements companies may make related to the energy produced by the system if RECs are already contracted to be transferred.
      - (1) “The renewable attributes (“RECs”) of this electricity will be sold by us to keep the cost of your panels affordable.”
      - (2) “Your PV system will create energy from the sun.”
      - (3) “Your PV system will contribute to the development of new solar power.”
      - (4) “Go green and support the installation of solar in Illinois.”

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### B. Customer Savings

- 1) Approved Vendors shall accurately portray prospective customers' anticipated costs and savings. Approved Vendors shall not make any demonstrably false or unsubstantiated statements about whether installing solar will save customers money, including false or unsubstantiated statements about levels of savings.
  - a) All terms and values in the marketing materials, including terms and values related to escalators, financing terms, and rates, must be consistent with terms used in the Standard Disclosure Form and the contract.
  - b) All terms and values related to system production that are used to estimate the economic benefits for the customer in the Standard Disclosure Form must be consistent with the system production terms and values that are submitted to the Program Administrator and used to calculate the number of RECs that the system will produce.
  - c) All marketing materials must be generally consistent with the Illinois Shines Distributed Generation Informational Brochure, and, in particular, with the following items from the brochure:
    - i) That customers are not guaranteed to save money with solar unless the contract includes an explicit savings guarantee;
    - ii) It is acceptable to make claims about saving money. The Program Administrator reserves the right to inquire about any savings claims made in marketing materials for prospective Program participants.
  - d) All marketing materials must explain that the customer will remain a utility customer responsible for a utility bill.
  - e) Below are examples of statements that Approved Vendor shall not make related to whether customers will save money.
    - i) Statements that indicate that customers may eliminate or zero out their utility bill are inaccurate and not acceptable.
      - (1) "Eliminate your electric bill."
      - (2) "Fire your utility."
      - (3) "No more utility bills."
      - (4) "Your electric bill will be reduced to \$0"
  - f) Approved Vendors shall not state that systems are "free", "no cost", or "\$0" in oral or written marketing or sales discussions unless the customer is guaranteed to not have a financial obligation for the PV system or the energy it generates (including lease payments).
    - i) 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, 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 for the project.
    - ii) Below are examples of acceptable marketing statements:
      - (1) "The installation of your leased system may be covered by your forfeiture of federal and state incentives."
      - (2) "Your system's installation is free, but you will pay a monthly fee associated with installation."
    - iii) Below are examples of unacceptable marketing statements:

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- (1) “The government will pay for your solar panels.”
- (2) “Your system is free and you will pay a cost unassociated with your system to your Approved Vendor.”
- g) Guarantees about customer savings are only permitted in marketing materials if a customer’s contract includes an explicit savings guarantee.
  - i) Below is an example of a statement that an Approved Vendors may only make conditionally if a customer’s contract contains an explicit savings guarantee.
    - (1) “You are guaranteed to save money if you get solar panels.”
      - (a) The Program Administrator may follow up with an Approved Vendor seeking supporting materials, including the customer’s contract, to verify the veracity of this statement.
  - h) Below are examples of acceptable marketing statements related to whether customers will save money.
    - i) “Lower your electric bills.”
    - ii) “Reduce your electric bill.”
    - iii) “Save money by switching to solar.”
    - iv) “We expect that by installing solar you will save money.”
    - v) “Offset your electric bill.”
  - i) In the context of marketing distributed generation projects, the Program Administrator reserves the right to seek supporting materials (including customer contracts) to demonstrate that these claims are not false, unsubstantiated, or misleading. (For example, an Approved Vendor shall not provide a marketing claim of “Reduce your electric bill” while providing a lease agreement with monthly payments that on average a greater than the expected decrease on the customer’s electric bill through reduced usage and net metering credits.)

### C. False Representation

- 1) Approved Vendors and their agents shall accurately portray their identities and affiliations. Approved Vendors and their agents shall not make false claims or create false impressions regarding their identity and/or affiliations.
  - a) Approved Vendors—including their agents, subcontractors, and Designees, unless such agent is in fact a municipality, village, or other type of local government—shall not represent, make claims, or act on behalf of any government agency or program, including but not limited to the ABP or Illinois Shines.
    - i) Approved Vendors may reference a project participating in or receiving benefits from the ABP or Illinois Shines, but Approved Vendors shall not claim to represent or to be acting on behalf of the ABP or Illinois Shines.
      - (1) Below are examples of statements companies shall not make related to the ABP or Illinois Shines.
        - (a) “The ABP [or Illinois Shines] guarantees that you will save money.”
        - (b) “We represent the ABP [or Illinois Shines].”
      - (2) Below are examples of statements companies may make related to the ABP [or Illinois Shines].
        - (a) “The ABP [or Illinois Shines] is a state program that provides an incentive for solar PV systems.”

- (3) “If you sign a contract with us, and our application to the ABP [or Illinois Shines] is successful, the PV system we install on your roof will be part of the ABP [or Illinois Shines].”
- b) An Approved Vendor and its Designees may state the fact that it is an Approved Vendor under the IPA’s Adjustable Block Program/Illinois Shines either with a text-based statement or by using a uniquely assigned Illinois Shines Approved Vendor logo or Illinois Shines Designee logo as described below.



- i) 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.
- ii) 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.
- (1) Designees shall only use an Illinois Shines Approved Vendor logo with the express approval of the Approved Vendor.
- (2) Neither the Illinois Shines Approved Vendor logo and the Illinois Shines Designee logo may be modified. Approved Vendors 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 as described in Section 1.C.1).d).i.(1) below.
- c) In the case that a governmental body (including, but not limited to, a municipality, group of municipalities, or county government) or consumer group is assisting an Approved Vendor in marketing or otherwise promoting a solar offer, the specific requirements listed below shall apply.
- i) As the governmental body or consumer group is acting as the agent of an Approved Vendor, all requirements as outlined in these Guidelines shall apply to governmental



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- bodies or consumer groups assisting in the marketing of a solar offer that is being offered by or through an ABP Approved Vendor.
- ii) Any solar offer that is marketed by a governmental body to its residents and businesses must make clear that the offer being marketed is not an exclusive offer, and those residents and businesses may choose offers from other Approved Vendors.
  - iii) Any endorsement or promotion made by the Approved Vendor or any agent operating on its behalf must strictly follow the authorized scope of endorsement or promotion provided by the governmental body or consumer group. The Program Administrator reserves the right to request documents and communications, including contracts or other authorizing agreements, outlining the scope of that authorization. The Approved Vendor must provide those materials to the Program Administrator as soon as practicable to facilitate the Program Administrator's review as to whether any such endorsement or promotional activity is indeed so authorized by the governmental body or consumer group.
- d) Materials shall not state or otherwise imply that the Approved Vendor is employed by, represents, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program, or a governmental body, except in those cases where
- a) the Approved Vendor is in fact itself a consumer group or governmental body, or
  - b) that endorsement or promotion is made in accordance with the provisions of Section 1.C.1).c). above.
- i) An Approved Vendor shall not state or otherwise imply that it is endorsed by, represents, or is acting on behalf of the Illinois Commerce Commission ("ICC"), the Illinois Power Agency, the State of Illinois, the ABP, Illinois Shines, any municipality, or any other governmental agency in any manner.
    - (1) An Approved Vendor may only use the IPA logo or the general Illinois Shines logo on materials that have been created by the IPA, including the Illinois Shines Distributed Generation Informational Brochure and the Standard Disclosure Form. These materials must be provided in their entirety and not edited or modified by the Approved Vendor.
  - ii) Marketing materials shall not refer to the ICC, the IPA, the State of Illinois, the ABP, Illinois Shines, any municipality, or any other governmental agency or program in any manner that is deceptive or misleading, including, but not limited to, implying or otherwise leading a customer to believe that an Approved Vendor is soliciting on behalf of, or is an agent of, a utility, the ICC, or the IPA. An Approved Vendor may state the fact that it is an Approved Vendor under the IPA's Adjustable Block Program.
  - iii) An Approved Vendor or its agent shall not utilize the name or logo of a public utility in any manner that is deceptive or misleading, including, but not limited to, implying or otherwise leading a consumer to believe that the Approved Vendor or its agent is soliciting on behalf of or is an agent of a utility.
  - iv) An Approved Vendor or its agent shall not use the name, or any other identifying insignia, graphics or wording that has been used at any time to represent a public utility, or its services, to identify, label, or define any of its offers.
  - v) An Approved Vendor may use of a utility name in describing where an offer is valid.
- vi) Graphics, photographs, or other images that include a utility logo (for example, an image of a sample bill) are discouraged, and if utilized, must include a disclaimer that the Approved Vendor or its agent is not affiliated with or endorsed by the utility.

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### D. Use of Testimonials

- 1) Approved Vendors may use testimonials to advertise customer experience, but any testimonial used shall be provided by an actual customer and must include a disclaimer that user experience may differ.
  - a) The use of testimonials is subject to the follow conditions:
    - i) The Program Administrator may request documentation to validate the accuracy of testimonials including verification of the identity of the testifier.
    - ii) Testimonials shall not include language that make false claims or promise savings or otherwise violate any of the requirements of these Guidelines. (For example, using a utility executive to endorse an Approved Vendor or a subscription offer or a customer saying that they eliminated their electric bill is prohibited.)
    - iii) Any testimonial that references a customer experience from outside of Illinois must clearly state the location of the customer who had this experience.
  - b) 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 believes an exception is warranted and should be made via email to the Program Administrator at [admin@illinoisabp.com](mailto:admin@illinoisabp.com).

### E. Social Media

- 1) Marketing materials and content provided on social media must include information about the company or companies providing the underlying offer.
  - a) 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 entity or entities through which the offer is made.
- 2) The listing price for ABP-related offers on platforms like 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 1.B.1).f).(1). above.

### F. Designees, Agents, and Subcontractors

- 1) Approved Vendors are responsible for ensuring compliance with these marketing guidelines by their Designees, agents, and subcontractors, and are expected to proactively review such materials and practices.
  - a) The Program Administrator may request to review all marketing materials created by Approved Vendors and their Designees, agents, and subcontractors that are relevant to the Illinois ABP and Illinois Shines.
    - i) The determination of whether to request materials rests with the Program Administrator and/or the IPA and must be complied with by an Approved Vendor.
  - b) Upon review of marketing materials, the IPA or its Program Administrator may request that these materials be altered to ensure that the content of the materials are not deceptive, confusing, or misleading, and to further ensure that they do not feature misrepresentations about the relationship between the IPA, the ABP, Illinois Shines, and the Approved Vendor.

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- i) The determination of whether to require changes be made to marketing materials rests with the Program Administrator and/or the IPA and must be complied with by an Approved Vendor.

#### G. Language Used in Marketing Materials

- 1) Marketing materials shall be provided in a language in which the customer subject to the marketing is able to understand and communicate.

#### H. Local Rules and Restrictions

- 1) Approved Vendors and their Designees, agents, and subcontractors 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.
  - a) These restrictions include, but are not limited to, restrictions on system size, financing options, net metering, or other local utility or governmental requirements.
  - b) Approved Vendors shall not market systems, or financing options for systems, that would not allow that system to be operated to the customer's benefit (such as a system that cannot be interconnected, or which would not allow a customer to utilize net metering) under that utility or co-operative's rules or by-laws, or consistent with local governmental requirements.
  - c) Marketing photovoltaic systems which cannot be operated to the customer's benefit within that geographic area or service territory constitutes misleading marketing and may subject an Approved Vendor to disciplinary action.

## Distributed Generation Marketing Guidelines

### 2. Guidelines for Marketing Behavior

#### A. Compliance with Existing Laws, Rules, and Regulations

- 1) Approved Vendors must comply with all existing local, state, and federal laws, regulations, and ordinances.

#### B. Unfair, Deceptive, or Abusive Acts or Practices

- 1) Unfair, deceptive, or abusive acts or practices (“UDAAP”) by Approved Vendors are not permitted in relation to their involvement in the Program.
  - a) Approved Vendors shall conduct all aspects of their business that address customers or their interests without any UDAAP.
  - b) Approved Vendors shall regularly examine and consider the possibility of UDAAP violations in all aspects of their business that touch on customers or their interests, including but not limited to marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.

#### C. Advertising

- 1) Advertising claims by Approved Vendors shall not be deceptive or misleading, whether by affirmative statement, implication, or omission. This applies to all marketing claims, including those:
  - a) About products or services.
  - b) About pricing, quality, and performance.
  - c) Made in print, electronic, verbal, and through any other medium.
- 2) All claims made by Approved Vendors shall be based on factual, verifiable sources.
- 3) Approved Vendors should be familiar with all advertising laws, rules, regulations, and guidance, including Federal Trade Commission guidance on advertising and marketing.

#### D. Sales and Marketing Interactions

- 1) Approved Vendors 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.
  - a) If an Approved Vendor becomes aware that a customer clearly misunderstands a material issue in a solar transaction or that the system will not work as intended to be used by the customer, the Approved Vendor should correct that misunderstanding.
- 2) Approved Vendors shall inform customers that the employee/agent is not affiliated with a utility, that the offer is not a utility program, and that the customer will continue to be responsible for a utility bill prior to execution of an installation contract with a customer.
- 3) An installer’s representative shall evaluate the site’s azimuth, orientation, and shading before designing a system. The system shall be designed before the customer signs an installation contract.
- 4) The following materials and information shall be provided to the customer at the indicated steps of the process:
  - a) The Illinois Shines Informational Brochure shall be presented to the customer at the first contact between the Approved Vendor and customer that occurs in person or online. A customer signature is not required at this stage.

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- b) If first contact between an Approved Vendor and customer is by telephone or direct mail, the Illinois Shines Informational Brochure shall be included at first (if any) follow-up that takes place in person or online.
  - c) The Standard Disclosure Form should be completed after system design, and a completed Disclosure Form shall be delivered to the customer before the installation contract is signed. A representative of the Approved Vendor shall review the disclosure form with the customer before the customer signs it and provide the customer with an opportunity to ask questions about the disclosure form. An electronic signature is permitted.
  - d) The Illinois Shines Informational Brochure shall be given to the customer again prior to the execution of any contract, at the point in time at which the contract is executed, as part of the Standard Disclosure Form.
  - e) For offers where some, or all, of the REC incentive value is paid to the customer after system energization, the Illinois Shines Program Timeline shall be provided to the customer at the same time as the Standard Disclosure Form. A representative of the Approved Vendor shall review the Program Timeline with the customer and provide the customer with an opportunity to ask questions about the Program Timeline.
  - f) The Illinois Shines Informational Brochure, Standard Disclosure Form, and Program Timeline (if applicable) may be delivered to the customer electronically, but these documents must be delivered to the customer as an attachment, or otherwise fully displayed for the customer's review, and not merely hyperlinked for access.
- 5) Terms of the underlying contract between a customer and an Approved Vendor or its subcontractor must be consistent with terms of the required Standard Disclosure Form and the Distributed Generation Contract Requirements for the ABP. Any statements made verbally must be consistent with the customer's contract and the Standard Disclosure Form.
  - 6) The Program Administrator may follow up with customers to confirm that the customer received the Informational Brochure, and received and signed the Standard Disclosure Form. If, after the Program Administrator's reasonable investigation, and subject to affirmation by the IPA, a customer is found not to have received, understood, and signed the Standard Disclosure Form, or not to have received and signed the Standard Disclosure Form after having signed an installation contract, the Approved Vendor may be subject to discipline for the violation of these Marketing Guidelines.

### E. In-Person Solicitation<sup>1</sup>

- 1) 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.")
- 2) An Approved Vendor's employee or agent conducting any in-person marketing or solicitation shall state that they represent an independent seller or third-party owner ("TPO") of PV systems and that they are not employed by, representing, endorsed by, or acting on behalf of, a utility, or a utility program, a consumer group or consumer group program, or a governmental program or government body (unless the Approved Vendor is a governmental

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<sup>1</sup> Note that as of the date of publishing these Marketing Guidelines, 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.

Distributed Generation Marketing Guidelines

- body or consumer group, or otherwise compliant with the process outlined in Section 1.C.1).c) above).
- 3) Approved Vendor agents or representatives who engage in in-person solicitation for PV systems under 25 kW shall display identification on an outer garment. This identification shall be visible at all times and prominently display the following:
    - a) The Approved Vendor agent's full name in a clear and reasonable size font;
    - b) An agent ID number;
    - c) A photograph of the Approved Vendor agent; and
    - d) The trade name and logo of the company the agent is representing.
  - 4) If the identification only includes the required information listed above (agent's name, agent's ID number, agent's photo, and trade name and logo of the company the agent is representing), this identification is not required to be submitted to the Program Administrator for review as marketing materials. If the identification displayed by Approved Vendor agents includes additional information, that identification is subject to Program Administrator review to ensure that it does not conflict with the guidelines for marketing materials.
  - 5) In the absence of local ordinances or requirements, Approved Vendors 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.
    - a) To the extent that local ordinances or requirements are more restrictive, those local ordinances or requirements must be followed.
  - 6) An Approved Vendor 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 without separate consent.
  - 7) An Approved Vendor's agent or representative making an in-person visit or solicitation shall immediately leave the premises at the customer's, owner's, or occupant's first request.
  - 8) An Approved Vendor'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.
  - 9) Each Approved Vendor, or its subcontractor, shall perform criminal background checks on all employees and agents engaged in in-person solicitation.
    - a) The Approved Vendor shall maintain a record confirming that a criminal background check has been performed on its employees or agents in accordance with this Section.
    - b) 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 subcontractor should use their reasonable judgement 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>2</sup>

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<sup>2</sup> These guidelines are not intended to be inconsistent with Approved Vendors' 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.

## Distributed Generation Marketing Guidelines

- c) For the avoidance of doubt, the IPA or Program Administrator may request documentation to demonstrate that Approved Vendors are operating in compliance with this requirement.

### F. Telemarketing

- 1) Approved Vendors 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:
  - a) Prohibitions against automatically dialed calls to cellular telephone numbers;
  - b) Call time restrictions;
  - c) Call curfews and banning calls to customers on statutory holidays or during a declared state of emergency;
  - d) Not autodialing or texting wireless numbers without prior express written consent;
  - e) Limitations on the length of time callers may allow phones to ring;
  - f) 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;
- 2) All Approved Vendors 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 and by requiring its subcontractors to maintain such lists.
  - a) Companies with “do-not-contact” lists that receive customer “do-not-contact” requests through an employee, agent, or contractor shall add the customer to their “do-not-contact” lists.
  - b) Companies with “do-not-contact” lists shall ensure that employees, agents and contractors (e.g., solar lead generators) have access to up-to-date “do-not-contact” lists, and that they comply with all laws and ABP program guidelines regarding sales and marketing interactions.
  - c) Companies with “do-not-contact” lists shall have reasonable protocols to ensure that employees, agents and contractors do not initiate contact with customers on their “do-not-contact” lists.
  - d) For companies with “do-not-contact” lists, their agents and contractors may contact customers previously listed on a “do-not-contact” list who later initiate contact with Companies, their agents or contractors, but subject to all applicable local, state and federal limitations on the breadth of such contact.
- 3) In addition to complying with the Telephone Solicitations Act, an Approved Vendor that contacts customers by telephone for the purpose of selling or leasing PV systems, advertising, or soliciting customers for PPAs shall provide the agent's name and a unique identification number that can be used to identify the agent. The Approved Vendor’s representative shall state that they represent an independent seller or TPO of PV systems, and shall not state or otherwise imply that they are employed by, representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or a consumer group program, or a governmental body or a program of a governmental body (unless the Approved Vendor is a governmental body or consumer group, or otherwise compliant with the process outlined in Section 1.C.1).c) above).

Distributed Generation Marketing Guidelines

- 4) An Approved Vendor's agent or representative making a telephone call to a prospective customer shall terminate the phone call at the request of the prospective customer.
  - a) Call logs must be maintained for all outgoing marketing or solicitation calls. The logs shall be provided upon request to the Program Administrator.

#### G. Language Used in Solicitations

- 1) 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. An Approved Vendor shall terminate a solicitation if the consumer subject to the marketing or solicitation is unable to understand and communicate in the language in which the marketing or solicitation is presented.
- 2) If any sales solicitation, agreement, contract, or verification is translated into another language and provided to a customer, all of the documents shall be provided to the customer in that other language.
- 3) 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, the Approved Vendor agent 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.
- 4) During a telephone solicitation, when it would be apparent to a reasonable person that a customer's English language skills are insufficient to allow the customer to understand a telephone solicitation in English, or the customer or another person informs the agent of this circumstance, the agent shall transfer the customer to a representative or interpreter who speaks the customer's language, if such a representative is available, or terminate the call.

#### H. Conduct and Training of Agents, Representatives, and Contractors

- 1) Each Approved Vendor shall conduct training for individual representatives engaged in in-person solicitation and telemarketing to residential consumers on behalf of that Approved Vendor prior to conducting any such solicitations on the Approved Vendor's behalf.
  - a) Each Approved Vendor shall submit a copy of its training materials to the Program Administrator on an annual basis.
    - i) The Program Administrator and/or the IPA shall have the right to require updates or modifications to the material.
  - b) Training materials must feature content covering the applicable sections of these marketing guidelines.
  - c) The Approved Vendor shall document the training of its agents and representatives and provide a certification to the Program Administrator showing that an agent or representative completed the training program prior to an agent being eligible to market or sell distributed generation projects under 25 kW that will be part of the ABP.
  - d) After initial training, each Approved Vendor shall conduct refresher training for its individual representatives every six months.
  - e) Independent of its annual disclosure, upon request by the Program Administrator, an Approved Vendor shall provide requested training materials and training records within seven business days.



## Distributed Generation Marketing Guidelines

- f) The IPA and the Program Administrator reserve the right to produce standardized training materials and to require Approved Vendors and their agents to use those materials to supplement whatever other materials they may use.
- g) When an Approved Vendor contracts with an independent contractor or subcontractor vendor to solicit customers on the Approved Vendor's behalf, the Approved Vendor shall confirm that the contractor or vendor has provided training in accordance with this section.
- 2) An Approved Vendor's agents and representatives shall be knowledgeable about the PV systems that they sell, including the fundamentals of how the PV systems work, types of contracts offered (for example, sale, lease, PPA), payment and billing options, customers' right to cancel, and applicable termination fees, if any.
- 3) An Approved Vendor's agents shall have the ability to 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.
- 4) An Approved Vendor's agents and representatives shall not utilize false, misleading, materially inaccurate or otherwise deceptive language or materials in soliciting or providing services.
- 5) Each Approved Vendor shall monitor marketing and sales activities to ensure that its agents are providing accurate and complete information and complying with all laws and regulations, including these marketing guidelines.

### I. Online Marketing

- 1) Each Approved Vendor offering PV system sale or financing online shall clearly and conspicuously make available the Illinois Shines Informational Brochure prior to collecting any personal information other than a zip code or electric service territory. The Approved Vendor's marketing material shall not make any statements that it is a representative of, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or a program run by a consumer group, a governmental body or a program run by a governmental body (unless the Approved Vendor is a governmental body or consumer group, or otherwise compliant with the process outlined in Section 1.C.1).c) above).
- 2) If sales representatives use their personal social media accounts to post online advertisements, any marketing and solicitation statements must identify the Approved Vendor(s) on whose behalf the sales representative is advertising.
- 3) Approved Vendors 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.

### J. Direct Mail

- 1) Statements in direct mail material shall not claim that the Approved Vendor represents, is endorsed by, or is acting on behalf of, a utility or a utility program, a consumer group or program, or a governmental body or program (unless the Approved Vendor is a governmental body or consumer group, or otherwise compliant with the process outlined in Section 1.C.1).c) above).

## Distributed Generation Marketing Guidelines

### K. Association with Alternative Retail Electric Suppliers

- 1) Customers shall not be required to sign up for service from any specific Alternative Retail Electric Supplier as part of their solar contract.
- 2) Utility account numbers may be collected incidental to collection of 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.
  - a) If the customer does not sign a contract with the Approved Vendor, the Approved Vendor must delete 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.

### L. Records

- 1) An Approved Vendor shall retain each customer's sales or lease contract or PPA 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 or PPA, whichever is longer.
  - a) Upon request by the IPA or Program Administrator, the Approved Vendor shall provide these records to the IPA or Program Administrator within twenty-one calendar days.
- 2) Upon the customer's request, the Approved Vendor 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 shall not charge a fee for the copies if a customer requests fewer than three copies in a 12-month period.
- 3) Approved Vendors shall promptly provide a complete list of agent names and ID numbers upon request by the Program Administrator.
- 4) With respect to information submitted by Approved Vendors into the ABP, the IPA and Program Administrator will provide confidential treatment to any commercially sensitive information submitted by Approved Vendors in connection with participation in the ABP. 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. Approved Vendors 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) in response to an appeal of the Agency's determination that such information should not be disclosed in response to a FOIA request.

### 3. Disciplinary Determinations and Process

#### A. Disciplinary Process

- 1) At a minimum, and with the exception of situations which the IPA deems an emergency, Approved Vendors or entities acting on behalf of Approved Vendors will be afforded the following:
  - a) In the event that the Program Administrator identifies that it believes an entity is not acting, or has not acted, in compliance with Program requirements in connection with the Program, the Program Administrator will notify the Approved Vendor through an e-mail that:
    - i) Outlines the problematic behavior
    - ii) Explains how the behavior is non-compliant with program requirements
    - iii) Requests more information about the issue
  - b) 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 the allegedly offending party having the opportunity to offer a written or oral explanation of the problematic behavior for review and analysis by the Program Administrator.
  - c) The Program Administrator reserves the right to contact an Approved Vendor's customers to understand the breadth of a disciplinary issue.
  - d) All disciplinary determinations made by the Program Administrator will be communicated through a written explanation of the determination featuring at least the following:
    - i) A brief explanation of the infractions for which the entity is being disciplined.
    - ii) A timeline of communications between the offending entity and the Program Administrator.
    - iii) Specific reference to which specific Program requirement(s)/guideline(s) the offending entity violated.
    - iv) 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.
    - v) An explanation regarding how the Approved Vendor and/or Designee can appeal the disciplinary determination to the IPA and the deadline for submission applicable to any appeal.
  - e) The Program Administrator's determinations of discipline may be appealed to the IPA, and the opportunity to appeal (as a well as a deadline by when such appeal should be made) will be communicated by the Program Administrator as part of its determination of discipline.
    - i) To appeal to the IPA, an Approved Vendor should provide to the IPA a request for reconsideration of discipline in writing on company letterhead explaining its rationale for why it believes the Program Administrator's determination is in error, as well as sharing any supporting information, documents, or communications.
    - ii) The IPA may request additional information and materials from the Approved Vendor, and/or seek to schedule a call or informal discussion with the Approved Vendor to learn more about the basis for the Approved Vendor's position.

Distributed Generation Marketing Guidelines

- f) The IPA will endeavor to issue final determinations on discipline, including a supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.
- g) Disciplinary actions will be listed on a publicly available [Disciplinary Actions Report](#).

## B. Consequences for Violation of Marketing Guidelines

- 1) Approved Vendors may be barred from ABP participation as Approved Vendors. Per Section 6.13.3 of the Long-Term Renewable Resources Procurement Plan, “Approved Vendors found by the Agency to have violated consumer protection standards may be subject, at minimum, to suspension or revocation of their Approved Vendor status by the Agency, and if in violation of local, state, or federal law, also potential civil or criminal penalties from other relevant authorities.”
- 2) Approved Vendors may also be subject to forms of progressive discipline. Such forms of progressive discipline include temporary suspension from Program participation, limitations on the extent of Program participation, a prohibition on the ability to serve as an Approved Vendor for customers below 25 kW in size, and other restrictions on program participation as deemed warranted by the Program Administrator or the IPA.
- 3) Approved Vendors may also be subject to conditional approval, or denial of status as Approved Vendors, upon the demonstration of a pattern of negative customer experiences or ongoing misrepresentations to customers (whether in Illinois or other jurisdictions) or violations of these requirements.
- 4) Approved Vendors may be subject to other limitations on program participation as the IPA deems appropriate based on the record supporting the disciplinary determination.
- 5) The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing, or other violations of Adjustable Block Program requirements that implicates 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.
- 6) Consumers are able to file complaints with the 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 Program Administrator are published in abridged format on the [Consumer Complaints Database](#). Complainant information is not made public in this database.

*\*\* 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 these Marketing Guidelines on December 27, 2018, or prior to the final publication of Distributed Generation Contract Requirements on January 23, 2019. 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 Marketing Guidelines and Contract Requirements.*

## 4. Waitlisted Projects

With the enactment of the Climate and Equitable Jobs Act ([Public Act 102-0662](#)) on September 15, 2021 additional blocks of capacity for the Adjustable Block Program will open on December 14, 2021. Projects submitted in paid batches through November 1, 2021 will be placed on waitlists and waitlisted projects will be processed prior to new project applications that are received when the new blocks of capacity open on December 14, 2021. Part I application submittals will not be accepted between and inclusive of November 2 and December 13, 2021. However, Disclosure Forms can still be generated during that time and project applications will be able to be submitted again starting on December 14, 2021. **Any Part I applications not submitted in a batch by the time of the portal's temporary closure on November 1 will be reset to Step 1 and become available again for editing and submittal upon the reopening of the portal on December 14, 2021. Additionally, no additional projects will be taken off Program waitlists for ICC submittal until the portal reopens.**

Projects placed on waitlists must be compliant with all existing and applicable new program requirements in order to be approved as part of the opening of new blocks. This includes, but is not limited to, requirements surrounding the distribution of the Illinois Shines brochure and the execution of the Disclosure Form prior to the installation contract. Please note, the Agency is currently working to update the Distributed Generation Disclosure Form. Disclosure Forms generated for customer signature prior to December 14, 2021 will not be impacted by this change and will still be eligible for use with a project application.

The Program Administrator will request that Approved Vendors confirm project application information is still valid and may require Approved Vendors to notify project hosts of significant changes to program requirements and REC prices applicable to their project.



## Appendix A

### Adjustable Block Program

#### Distributed Generation Project Application

##### Part II Attestation for Approved Vendors Pursuant to Sections 6.13 and 6.13.1 of the Long-Term Renewable Resources Procurement Plan

Approved Vendor: \_\_\_\_\_

Project Location: \_\_\_\_\_

Name of system host: \_\_\_\_\_

Date of installation contract execution: \_\_\_\_\_

Date of installation contract amendment (if any): \_\_\_\_\_

Date of project energization: \_\_\_\_\_

As part of the Approved Vendor's application of this project to the Adjustable Block Program, the Approved Vendor attests to all of the following:

- With respect to this project, any and all marketing activity that occurred after the IPA released its final Distributed Generation Marketing Guidelines on November 26, 2018 was fully compliant with those Guidelines.
- The installation contract signed between the Approved Vendor (or its agent) and the system host is fully consistent with information in the Standard Disclosure Form provided to the system host and Program Administrator.
- The installation contract signed between the Approved Vendor (or its agent) and the system host is fully compliant with all minimum contract requirements published by the IPA on January 23, 2019.

*\*\* If an installation contract was executed between the Approved Vendor (or its agent) and the system host prior to the IPA's publication of final Distributed Generation Contract Requirements on January 23, 2019, the Part II Attestation for Approved Vendors attached in the Marketing Guidelines released December 27, 2018 shall apply. The Part II Attestation for Approved Vendors attached to the initial Marketing Guidelines (dated December 27, 2018) provides compliance and attestation information for projects with an installation contracts executed prior to January 23, 2019.*



## Illinois Shines PV System Lease Disclosure Form

This form gives consumers who are considering contracting for a solar photovoltaic ("PV") system clear information about the system and their transaction. Execution of this form is required for the system to be eligible for Illinois Shines, a state-administered incentive program.

Illinois Shines (also known as the Adjustable Block Program) provides payments for the sale of Renewable Energy Credits ("RECs") produced by new PV systems. RECs are created when solar panels generate electricity; 1,000 kilowatt-hours of solar production equals one REC. RECs represent the environmental value of solar power. RECs are separate from the electricity and can be bought and sold separately; whoever owns the RECs has the legal right to say they used that solar power. Because the environmental attributes of generation are part of the sale of RECs, customers participating in the sale of RECs relinquish their right to claim they are receiving solar energy.

Through participation in Illinois Shines, for 15 years, all RECs from your system will be sold to Illinois utilities and used to meet a compliance obligation. Payments for these RECs may be used to offset the purchase price or financing cost for your PV system.

There are different ways for customers to contract for a PV system. Customers may (1) buy a system (system purchase), (2) lease a system (lease), or (3) contract to buy electricity generated by a system at an agreed price (power purchase agreement, or "PPA"). Under a system purchase, the customer pays for and owns the system. Under a lease, a customer enters into a service contract to pay scheduled, pre-determined payments to a solar leasing company, which owns the system on the customer's property. Under a PPA, a customer agrees to host a system and to buy electricity generated from it at a per-kilowatt-hour rate from a company that owns the system. The type of contract will impact the economics of your solar decision.

By participating in Illinois Shines, an installer or other vendor is required to provide you with this disclosure form so that you have accurate information about the PV system, including its size, cost, operations, warranties, and financial benefits. At the point when you decide to enter into a solar contract, you will be asked to sign this form indicating that the information in it has been provided to you. The form will be submitted to the Illinois Shines Program Administrator as part your system's application. The Program Administrator may contact you to verify that you received this form.

The installer or other vendor is also required to provide you with an Informational Brochure about Illinois Shines. Do not sign this disclosure form unless you have received and read that brochure because it provides you with important consumer protection information. The Brochure can be found at

<https://illinoisabp.com/wp-content/uploads/2018/12/Brochure.pdf>

## PV System Lease Disclosure Form

You are leasing a PV system. Another party will own the system installed on your property.

The purpose of this form is to provide you with clear and accurate information about terms of your lease, but this form is not a substitute for your contract. Do not rely exclusively on this form for your lease; You should read your contract closely before you sign it.

Because you will not own the PV system, you are not eligible to take the federal income tax credit for PV system owners, but you may receive an indirect benefit in the form of lower lease payments. You may want to consult a tax professional to understand any tax issues related to the system.

At the end of this form, the installer or other vendor will have an opportunity to provide additional details or explanations related to the information contained in the form.

You may rescind your system lease contract and receive a refund of any deposit you paid within three calendar days of signing the contract, by contacting the lessor of the PV system.

Approval from your local municipality will likely be needed for the PV installation.

If you have complaints related to the system or this lease process, first try to resolve the problem with your installer or Approved Vendor. If you can't agree with the company about how to solve the problem, you may contact the Illinois Shines Program Administrator by emailing [admin@illinoisshines.com](mailto:admin@illinoisshines.com) or by calling (877) 783-1820. If you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

Chicago

800-386-5438

TTY: 800-964-3013

Springfield

800-243-0618

TTY: 877-844-5461

Carbondale

800-243-0607

TTY: 877-675-9339

Spanish Language: 1-866-310-8398

Program website for more information: [www.illinoisshines.com](http://www.illinoisshines.com)

### Lessee Contact Information

Name:

Address:

Phone Number:

Email Address:

Electric Utility:

### System Lessor Contact Information

Name:

Address:

Phone Number:

Email Address:



## PV System Lease Disclosure Form

Form:

### Approved Vendor

Legal Name:

Name Used for Marketing (if different):

Address:

Phone Number:

Email Address:

### System Installer

Name:

Name Used for Marketing (if different):

Address:

Phone Number:

Email Address:

### System Warranty and/or Maintenance Provider

System Warranty and/or Maintenance Provider will be the same as the System Installer.

*\*The parties listed above are independent and are not representing, endorsed by, or acting on behalf of, a utility, a consumer group, or a governmental body except in those cases where they are a governmental body or consumer group.*

*\*Your lease may be assigned, sold, or transferred by the lessor to a third party who will be bound by the terms of your contract. If such a transfer occurs, you will be notified if this will change the address or phone number to use for questions, payments, maintenance, or repair requests.*

**Form:**

**System Lease Information**

- Total of all your estimated payments over the course of the lease, including any down payment, all lease payments, interest or escalators, service fees, and other fees:
  - Deposit, down payment, or initial amount owed at lease signing:
  - The term of the lease is    years and    months
  - Frequency of lease payments:
  - First Lease Payment:  
    The time the first lease payment is due:
  - Final Lease Payment:  
    The time the final lease payment is due:
  - Total number of lease payments over the term of the contract:
  - Annual escalation rate:

*\* Many lease contracts increase a lessee's monthly payments on an annual basis to account for inflation and projected annual increases in electricity rates. These escalation rates compound, meaning they apply not only to the initial lease payment rate, but also to the increases added annually.*

*\*Your lease payments may not constitute your total monthly amount for electric service from your utility. In addition to the lease payments, you may still receive an electricity bill.*

- You will receive ELECTRONIC invoices
- The expected value of the REC incentive payment(s) that will be received by the Approved Vendor for this PV system is:
  - Is PV system installation contingent upon selection for the Illinois Shines incentive?  
 Yes OR  NO
  - Will the pricing terms change if the project is not selected for the Illinois Shines incentive?  
 Yes OR  NO

*\*Selection for Illinois Shines is not guaranteed, but if the system is selected, the Approved Vendor, as the counterparty to a REC delivery contract with an Illinois electric utility, will receive payment(s) for your system's RECs. The value of these REC payments may be reflected in your overall lease payments.*

**Form:**

- Other tax incentives or rebates:

**Name of Incentive/Rebate**

**Party Directly Realizing the  
Benefit of the Incentive**

*\*In many cases, you will not be able to directly take advantage of incentives because the system is owned by a third party. Instead, the lessor or Approved Vendor will realize the incentive benefit. The benefit of these incentives may be passed on to you in the form of reduced costs.*

**Fees**

- If a payment is made more than 15 days after due date, you will be charged
- OR  
Late payments accrue interest at \_\_\_\_% annually
- Estimated system removal fee
- System maintenance fee paid one time
- Document preparation fees
- Non-connection to internet fee

*\*If you do not maintain a high-speed internet connection to facilitate the transmittal of generation data from your system for the purpose of creating RECs, you may be charged a fee by the lessor to cover the cost of such a connection.*

- Returned checks fee \$0.00
- Automated clearinghouse fee

*\*You may be required to enroll in a program in which your lease payments are made through an electronic transfer of funds cleared through an automated clearinghouse and there may be a fee associated with enrolling in an automated clearinghouse program.*

- Does the lessor intend to file a Uniform Commercial Code-1 filing statement?  
YES  OR NO 
  - If so, the Uniform Commercial Code Notice Removal and Re-filing fee is \$0.00

**Form:**

\*Some PV system lessors will file a Uniform Commercial Code-1 filing statement, often referred to as a 'fixture filing' or a 'UCC-1 filing,' which allows them to legally take possession of the system in the event that you breach your lease contract. A fixture filing can make it more complicated for you to refinance your mortgage or convey the real estate equipped with the PV system.

- The lessor WILL  OR WILL NOT  impose a fee or penalty for early termination of the lease by the customer.
  - If the lessor will impose an early termination fee or penalty, the amount of the fee/penalty will be \$\_\_\_\_ OR will be calculated as follows:  
An amount equal to the sum of the remaining Monthly Payments due to us during the Term, discounted by five percent.
- Any other fees (description, amount and when it is due)

<u>Fees</u>	<u>Amount</u>	<u>When Due</u>
-------------	---------------	-----------------

**System Installation Timing**

- The estimated start date of system installation will be 180 days from the date your contract is signed.
- The estimated completion date of system installation will be 180 days from the date your contract is signed.
- Does lessor plan to furnish a mechanic's lien waiver to the customer upon final payment rendered to installer and subcontractors?  
YES  OR NO 
  - If so, the approximate date when the installer is expected to furnish a mechanic's lien waiver to the customer will be \_\_\_\_\_ [date].
- YOU  OR LESSOR  OR INSTALLER  are responsible for submitting a system interconnection application to your utility.

\*The interconnection rules may vary based on location and utility service territory. Links to interconnection information are provided below for three electric utilities:

- Ameren Illinois:  
<https://www.ameren.com/illinois/electric-choice/distributed-generation>
- Commonwealth Edison Company:  
<https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx>
- MidAmerican Energy Company:  
<https://www.midamericanenergy.com/customer-generation.aspx>

If your system is in the service territory of an Illinois municipal electric utility or rural electric cooperative, you should contact them for their interconnection requirements.

**Form:**

**System Design Specifications**

- Size of system in kilowatts

*\*Any system size variations plus or minus more than 5% of the specifications listed above will require completion and submission of a new disclosure form.*

- Estimated gross annual electricity production in kilowatt-hours from your system in the first year:
- Estimated annual system production decrease:
- Expected life of the system:
- Expected overall percentage degradation over the life of the system:
- System will be ROOF-MOUNTED  OR GROUND-MOUNTED
- The manufacturer of your PV panels is \_\_\_\_\_.  
If it is not known at this time which manufacturer will provide the PV panels for your system, your panels will be provided by one of the following three manufacturers:
  - The manufacturer of your inverter is
  - The model of your inverter is

*\* To participate in Illinois Shines, your system must be connected to the distribution grid. Your electric utility remains responsible for the delivery of electric power to your premises and will continue to respond to any service calls and emergencies. A grid-connected PV system will not function in the case of an electricity outage unless you have an accompanying electricity storage system and the ability to 'island' (disconnect from the grid).*

**Form:**

**Net Metering**

\*Net metering allows you to receive credit from your energy supplier for electricity generated by your PV system. Your electricity bill will reflect the amount of electricity supplied to you, minus the excess electricity generated by the system and delivered to the grid. To participate in net metering, an application for net metering must be submitted to your electric supplier which is either your local utility or an Alternative Retail Electric Supplier.<sup>1</sup>

**System Operations, Maintenance, Warranties, and Guarantees**

- System maintenance (operational upkeep) IS  OR IS NOT  included as part of your contract.
  - If system maintenance is included, for    years by Lessor
- System repairs (actions required to fix a malfunctioning system) ARE  OR ARE NOT  included as part of your contract.
  - If system repairs are included, for    years by Lessor
- Is the system warrantied against issues related to improper installation? YES  OR NO  as part of your contract.
  - If so, this warranty is for    years by Lessor
- Do your solar panels come with a manufacturer's warranty? YES  OR NO  as part of your contract.
  - If so, this warranty is for    years.
- Does your system inverter come with a manufacturer's warranty? YES  OR NO  as part of your contract.
  - If so, this warranty is for    years.
- If your PV system is roof mounted, your roof IS  OR IS NOT  warrantied against leaks from the system installation.
  - If your roof is warrantied against leaks from system installation, for 10 years by Lessor

**Form:**

- The lessor WILL  OR WILL NOT  remove the PV system at the conclusion of the term of the lease
  - The lessor WILL  OR WILL NOT  return the system's site to its original condition upon the removal of the system (ordinary wear and tear excepted).
  - The lessor WILL  OR WILL NOT  offer you an option to own and retain the PV system after the term of the lease
  - The lessor WILL  OR WILL NOT  offer you an option for contract renewal after the initial term of the lease.
- The lessor WILL  OR WILL NOT  insure for loss or damage to the system of the lease
  - If the lessor will insure the system for any loss or damage, except under the following circumstances:

N/A

*\*You are responsible for any loss or damage to the PV system not covered under the lessor's obligations above. Consult an insurance professional to understand how to protect against the risk of loss or damage to the system.*

- The lessor is providing you with a:
  - \_\_\_ System performance or electricity production guarantee
  - X Other type of system guarantee (specify):  
Guarantee Payment is equal to the Guarantee Price multiplied by the Guaranteed Output minus Actual A
  - \_\_\_ No guarantee

*\*Unauthorized modification of your PV system, including the relocation of it, is prohibited under Illinois Shines.*

**Property Transfers**

- If you sell your home or business where the PV system is located, you MAY  OR MAY NOT  transfer the lease obligations to the purchaser(s) of the home or business.
  - If transfer of the lease is permitted, it will be subject to the following conditions:
    - Credit check of the home purchaser(s)
    - Minimum FICO score requirement: \_\_\_\_ (dependent upon lessor's credit criteria at the time of system transfer)
    - Transfer fee \$\_\_\_\_
    - Assumption of the lease agreement by the home purchaser(s)
    - Other

- If you sell your home or business where the PV system is located, you ARE  OR  ARE NOT required to purchase the system prior to the sale.

**Form:**

- In such event, the purchase price will be calculated as follows:

**New Cash Flow Estimate**

- Estimated total lease savings calculation:

NPV of Lease Over 15 Years:

NPV of Electricity Savings Over 15 Years (Low Estimate):

NPV of Electricity Savings Over 15 Years (Med Estimate):

NPV of Electricity Savings Over 15 Years (High Estimate):

\* The formula used for determining lease savings computes a net present value of all payments made under the lease and compares that value to a net present value of the electricity your system would produce using a starting price of \$124.80/MWh and an escalation rate of .5%, 1.7%, and 2.5% based on U.S. Energy Information Administration average retail price costs for Illinois. A discount rate of 5.5% is used in all cases and the calculation is made over the 15 year term of the Illinois Shines contract. The production figures are based on the first year production with a .5% annual degradation factor. The assumptions used in these calculations are based on past values so there is no guarantee that they will be indicative of future results and they may not match the assumptions you or your solar installer might use. However, the same assumptions are used in every disclosure form for Illinois Shines, allowing you to make an apples to apples comparison of competing offers.

**IMPORTANT NOTE: New project applications are being waitlisted.** Available program capacity for project applications has been filled and new project applications are currently being added to a waitlist. Due to funding unavailability, it is not presently possible to determine if or when a new project application may be selected from the waitlist and considered for an incentive. Please keep this in mind as you contemplate moving forward with the transaction described in this Disclosure Form.

\*PLEASE NOTE: In some cases, solar installers need to reissue Disclosure Forms for applications that have already secured funding through the Program. If you are receiving this Disclosure Form for that reason, have been told that your project already has secured a spot in the Program, and would like to confirm this, please contact the Program Administrator at (877) 783-1820 or [admin@illinoisabp.com](mailto:admin@illinoisabp.com).



**Form:**

*\*Nothing listed below shall alter, amend, repeal, or supersede the disclosure requirements contained in this form.*

\_\_\_\_\_

**Please Initial**

\_\_\_\_\_ The person or company presenting this Disclosure form also has provided me with a copy, either electronic or printed, of the Illinois Shines Distributed Generation Brochure, and I have had the opportunity to ask questions about it.

**Signature**

*\*By signing this form, you certify that you read and received this form.*

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Sample Disclosure Form



## Illinois Shines



### PV System Power Purchase Agreement Disclosure Form

This form gives consumers who are considering contracting for a solar photovoltaic ("PV") system clear information about the system and their transaction. Execution of this form is required for the system to be eligible for Illinois Shines, a state-administered incentive program.

Illinois Shines (also known as the Adjustable Block Program) provides payments for the sale of Renewable Energy Credits ("RECs") produced by new PV systems. RECs are created when solar panels generate electricity; 1,000 kilowatt-hours of solar production equals one REC. RECs represent the environmental value of solar power. RECs are separate from the electricity and can be bought and sold separately; whoever owns the RECs has the legal right to say they used that solar power. Because the environmental attributes of generation are part of the sale of RECs, customers participating in the sale of RECs relinquish their right to claim they are receiving solar energy.

Through participation in Illinois Shines, for 15 years, all RECs from your system will be sold to Illinois utilities and used to meet a compliance obligation. Payments for these RECs may be used to offset the purchase price or financing cost for your PV system.

There are different ways for customers to contract for a PV system. Customers may (1) buy a system (system purchase), (2) lease a system (lease), or (3) contract to buy electricity generated by a system at an agreed price (power purchase agreement, or "PPA"). Under a system purchase, the customer pays for and owns the system. Under a lease, a customer enters into a service contract to pay scheduled, pre-determined payments to a solar leasing company, which owns the system on the customer's property. Under a PPA, a customer agrees to host a system and to buy electricity generated from it at a per-kilowatt-hour rate from a company that owns the system. The type of contract will impact the economics of your solar decision.

By participating in Illinois Shines, an installer or other vendor is required to provide you with this disclosure form so that you have accurate information about the PV system, including its size, cost, operations, warranties, and financial benefits. At the point when you decide to enter into a solar contract, you will be asked to sign this form indicating that the information in it has been provided to you. The form will be submitted to the Illinois Shines Program Administrator as part your system's application. The Program Administrator may contact you to verify that you received this form.

The installer or other vendor is also required to provide you with an Informational Brochure about Illinois Shines. Do not sign this disclosure form unless you have received and read that brochure because it provides you with important consumer protection information. The Brochure can be found at

<https://illinoisabp.com/wp-content/uploads/2018/12/Brochure.pdf>

## PV System Power Purchase Agreement Disclosure Form

You are entering into a Power Purchase Agreement (PPA) to buy electricity generated by a PV system installed on your property; another party will own that PV system.

The purpose of this form is to provide you with clear and accurate information about terms of your PPA, but this form is not a substitute for your contract. Do not rely exclusively on this form for your PPA; You should read your contract closely before you sign it.

Because you will not own the PV system, you are not eligible to take the federal income tax credit for PV system owners, but you may receive an indirect benefit in the form of lower PPA payments. You may want to consult a tax professional to understand any tax issues related to the system.

At the end of this form, the installer or other vendor will have an opportunity to provide additional details or explanations related to the information contained in the form.

You may rescind your PPA contract and receive a refund of any deposit you paid within three calendar days of signing the contract, by contacting the owner of the PV system.

Approval from your local municipality will likely be needed for the PV installation.

If you have complaints related to the system or this PPA process, first try to resolve the problem with your installer or Approved Vendor. If you can't agree with the company about how to solve the problem, you may contact the Illinois Shines Program Administrator by emailing [admin@illinoisshines.com](mailto:admin@illinoisshines.com) or by calling (877) 783-1820. If you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

Chicago

800-386-5438

TTY: 800-964-3013

Springfield

800-243-0618

TTY: 877-844-5461

Carbondale

800-243-0607

TTY: 877-675-9339

Spanish Language: 1-866-310-8398

Program website for more information: [www.illinoisshines.com](http://www.illinoisshines.com)

### Customer Contact Information

Name:

Address:

Phone Number:

Email Address:

Electric Utility:

### System Owner Contact Information

Name:

Address:

Phone Number:

Email Address:

## PV System Power Purchase Agreement Disclosure Form

Form:

### Approved Vendor

Legal Name:

Name Used for Marketing (if different):

Address:

Phone Number:

Email Address:

### System Installer

Name:

Name Used for Marketing (if different):

Address:

Phone Number:

Email Address:

### System Warranty and/or Maintenance Provider

System Warranty and/or Maintenance Provider will be the same as the System Installer.

*\*The parties listed above are independent and are not representing, endorsed by, or acting on behalf of, a utility, a consumer group, or a governmental body except in those cases where they are a governmental body or consumer group.*

*\*Your PPA may be assigned, sold, or transferred by the PPA provider to a third party who will be bound by the terms of your contract. If such a transfer occurs, you will be notified if this will change the address or phone number to use for questions, payments, maintenance, or repair requests.*

**Form:**

**System Pricing Information**

- Total of all your estimated payments over the course of the PPA, including any down payment, all PPA payments, interest or escalators, service fees, and other fees:
  - Deposit, down payment, or initial amount owed at PPA signing:
  - The term of the PPA is    years and    months
  - Frequency of PPA payments: monthly
  - Initial PPA price per-kilowatt hour:  
    The time the first PPA payment is due:
  - Final PPA price per-kilowatt hour:  
    The time the final PPA payment is due:
  - Total number of PPA payments over the term of the contract:
  - Annual escalation rate:
  - This assumes that your system will produce    kWh of electricity per year.

*\*Many PPA contracts increase the per-kilowatt hour PPA price on an annual basis to account for inflation and projected annual increases in electricity rates. These escalation rates compound, meaning they apply not only to the initial PPA payment price, but also to the increases added annually. Under some PPA contracts, your PPA payments may be variable. For example, some PPA contracts may guarantee a certain amount of savings each month or they may be tied to some other pricing schedule. Make sure you understand how your PPA payments will be calculated over time.*

*\*Your PPA payments may not constitute your total monthly amount for electric service from your utility. In addition to the PPA payments, you may still receive an electricity bill.*

- You will receive ELECTRONIC invoices
- The expected value of the REC incentive payment(s) that will be received by the Approved Vendor for this PV system is:
  - Is PV system installation contingent upon selection for the Illinois Shines incentive?  
 Yes OR  NO

*\*Selection for Illinois Shines is not guaranteed, but if the system is selected, the Approved Vendor, as the counterparty to a REC delivery contract with an Illinois electric utility, will receive payment(s) for your system's RECs. The value of these REC payments may be reflected in your overall PPA payments.*

**Form:**

- Other tax incentives or rebates:

**Name of Incentive/Rebate**

**Party Directly Realizing the  
Benefit of the Incentive**

\* In many cases, a solar PPA customer will not be able to directly take advantage of incentives related to the PV system because the system is owned by a third party. Instead, the system owner or Approved Vendor will realize the incentive benefit. The benefit of these incentives may be passed on to you in the form of reduced costs.

**Fees**

- If a payment is made more than    days after due date, you will be charged
- OR  
Late payments accrue interest at    % annually
- Estimated system removal fee
- System maintenance fee
- Document preparation fees
- Non-connection to internet fee

\*If you do not maintain a high-speed internet connection to facilitate the transmittal of generation data from your system for the purpose of creating RECs, you may be charged a fee by the system owner to cover the cost of such a connection.

- Returned checks fee
- Automated clearinghouse fee

\*You may be required to enroll in a program in which your PPA payments are made through an electronic transfer of funds cleared through an automated clearinghouse and there may be a fee associated with enrolling in an automated clearinghouse program.

- Does the system owner intend to file a Uniform Commercial Code-1 filing statement?  
YES  OR NO
- If so, the Uniform Commercial Code Notice Removal and Re-filing fee is

**Form:**

\*Some PV system owners will file a Uniform Commercial Code-1 filing statement, often referred to as a 'fixture filing' or a 'UCC-1 filing,' which allows them to legally take possession of the system in the event that you breach your PPA contract. A fixture filing can make it more complicated for you to refinance your mortgage or convey the real estate equipped with the PV system.

- The PV system owner WILL  OR WILL NOT  impose a fee or penalty for early termination of the PPA by the customer.
  - If the PV system owner will impose an early termination fee or penalty, the amount of the fee/penalty will be \$\_\_\_\_\_ OR will be calculated as follows:  
\_\_\_\_\_

- Any other fees (description, amount and when it is due)

<u>Fees</u>	<u>Amount</u>	<u>When Due</u>
-------------	---------------	-----------------

**System Installation Timing**

- The estimated start date of system installation will be 20 days from the date your contract is signed or
- The estimated completion date of system installation will be 20 days from the date your contract is signed or
- Does seller plan to furnish a mechanic's lien waiver to the customer upon final payment rendered to installer and subcontractors?  
YES  OR NO 
  - If so, the approximate date when the installer is expected to furnish a mechanic's lien waiver to the customer will be [date].
- YOU  OR SELLER  OR INSTALLER  are responsible for submitting a system interconnection application to your utility.

\*The interconnection rules may vary based on location and utility service territory. Links to interconnection information are provided below for three electric utilities:

- Ameren Illinois:  
<https://www.ameren.com/illinois/electric-choice/distributed-generation>
- Commonwealth Edison Company:  
<https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx>
- MidAmerican Energy Company:  
<https://www.midamericanenergy.com/customer-generation.aspx>

If your system is in the service territory of an Illinois municipal electric utility or rural electric cooperative, you should contact them for their interconnection requirements.

## Form: System Design

### Specifications

- Size of system in kilowatts

*\*Any system size variations plus or minus more than 5% of the specifications listed above will require completion and submission of a new disclosure form.*

- Estimated gross annual electricity production in kilowatt-hours from your system in the first year:
- Estimated annual system production decrease:
- Expected life of the system:     years
- Expected overall percentage degradation over the life of the system:
- System will be ROOF-MOUNTED  OR GROUND-MOUNTED
- The manufacturer of your PV panels is \_\_\_\_\_
- The manufacturer of your inverter is \_\_\_\_\_
- The model of your inverter is \_\_\_\_\_

*\* To participate in Illinois Shines, your system must be connected to the distribution grid. Your electric utility remains responsible for the delivery of electric power to your premises and will continue to respond to any service calls and emergencies. A grid-connected PV system will not function in the case of an electricity outage unless you have an accompanying electricity storage system and the ability to 'island' (disconnect from the grid).*



**Form:**

**Net Metering**

\*Net metering allows you to receive credit from your energy supplier for electricity generated by your PV system. Your electricity bill will reflect the amount of electricity supplied to you, minus the excess electricity generated by the system and delivered to the grid. To participate in net metering, an application for net metering must be submitted to your electric supplier which is either your local utility or an Alternative Retail Electric Supplier.<sup>1</sup>

**System Operations, Maintenance, Warranties, and Guarantees**

- System maintenance (operational upkeep) IS  OR IS NOT  included as part of your contract.
  - If system maintenance is included, for \_\_\_\_ years by \_\_\_\_\_
- System repairs (actions required to fix a malfunctioning system) ARE  OR ARE NOT  included as part of your contract.
  - If system repairs are included, for \_\_\_\_ years by \_\_\_\_\_
- Is the system warrantied against issues related to improper installation? YES  OR NO  as part of your contract.
  - If so, this warranty is for \_\_\_\_ years by \_\_\_\_\_
- Do your solar panels come with a manufacturer's warranty? YES  OR NO  as part of your contract.
  - If so, this warranty is for 10 years.
- Does your system inverter come with a manufacturer's warranty? YES  OR NO  as part of your contract.
  - If so, this warranty is for 10 years.
- If your PV system is roof mounted, your roof IS  OR IS NOT  warrantied against leaks from the system installation.
  - If your roof is warrantied against leaks from system installation, for 10 years by installer

**Form:**

- The PV system owner WILL  OR WILL NOT  remove the PV system at the conclusion of the term of the PPA
  - The PV system owner WILL  OR WILL NOT  return the system's site to its original condition upon the removal of the system (ordinary wear and tear excepted).
  - The PV system owner WILL  OR WILL NOT  offer you an option to own and retain the PV system after the term of the PPA
  - The PV system owner WILL  OR WILL NOT  offer you an option for contract renewal after the initial term of the PPA.
- The PV system owner WILL  OR WILL NOT  insure for loss or damage to the system of the PPA
  - If the PV system owner will insure the system for any loss or damage, except under the following circumstances:

*\*You are responsible for any loss or damage to the PV system not covered under the PV system owner's obligations above. Consult an insurance professional to understand how to protect against the risk of loss or damage to the system.*

- The PV system owner is providing you with a:
  - \_\_\_ System performance or electricity production guarantee
  - \_\_\_ Other type of system guarantee (specify):
  - X No guarantee

*\*Unauthorized modification of your PV system, including the relocation of it, is prohibited under Illinois Shines.*

**Property Transfers**

- If you sell your home or business where the PV system is located, you MAY  OR MAY NOT  transfer the PPA obligations to the purchaser(s) of the home or business.
  - If transfer of the PPA is permitted, it will be subject to the following conditions:
    - Credit check of the home purchaser(s)
    - Minimum FICO score requirement: \_\_\_\_ (dependent upon lessor's credit criteria at the time of system transfer)
    - Transfer fee \$\_\_\_\_
    - Assumptions of the PPA contract by the home purchaser(s)
    - Other
- If you sell your home or business where the PV system is located, you ARE  OR  ARE NOT required to purchase the system prior to the sale.

**Form:**

- In such event, the purchase price will be calculated as follows:

**New Cash Flow Estimate**

- Estimated total PPA savings calculation:

NPV of PPA Over 15 Years:

NPV of Electricity Savings Over 15 Years (Low Estimate):

NPV of Electricity Savings Over 15 Years (Med Estimate):

NPV of Electricity Savings Over 15 Years (High Estimate):

\* The formula used for determining PPA savings computes a net present value of all payments made under the PPA and compares that value to a net present value of the electricity your system would produce using a starting price of \$124.80/MWh and an escalation rate of .5%, 1.7%, and 2.5% based on U.S. Energy Information Administration average retail price costs for Illinois. A discount rate of 5.5% is used in all cases and the calculation is made over the 15 year term of the Illinois Shines contract. The production figures are based on the first year production with a .5% annual degradation factor. The assumptions used in these calculations are based on past values so there is no guarantee that they will be indicative of future results and they may not match the assumptions you or your solar installer might use. However, the same assumptions are used in every disclosure form for Illinois Shines, allowing you to make an apples to apples comparison of competing offers.

**IMPORTANT NOTE: New project applications are being waitlisted.** Available program capacity for project applications has been filled and new project applications are currently being added to a waitlist. Due to funding unavailability, it is not presently possible to determine if or when a new project application may be selected from the waitlist and considered for an incentive. Please keep this in mind as you contemplate moving forward with the transaction described in this Disclosure Form.

\*PLEASE NOTE: In some cases, solar installers need to reissue Disclosure Forms for applications that have already secured funding through the Program. If you are receiving this Disclosure Form for that reason, have been told that your project already has secured a spot in the Program, and would like to confirm this, please contact the Program Administrator at (877) 783-1820 or [admin@illinoisabp.com](mailto:admin@illinoisabp.com).

**Form:**

*\*Nothing listed below shall alter, amend, repeal, or supersede the disclosure requirements contained in this form.*

\_\_\_\_\_

**Please Initial**

\_\_\_\_\_ The person or company presenting this Disclosure form also has provided me with a copy, either electronic or printed, of the Illinois Shines Distributed Generation Brochure, and I have had the opportunity to ask questions about it.

**Signature**

*\*By signing this form, you certify that you read and received this form.*

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Sample Disclosure Form



## Illinois Shines PV System Purchase Disclosure Form

This form gives consumers who are considering contracting for a solar photovoltaic ("PV") system clear information about the system and their transaction. Execution of this form is required for the system to be eligible for Illinois Shines, a state-administered incentive program.

Illinois Shines (also known as the Adjustable Block Program) provides payments for the sale of Renewable Energy Credits ("RECs") produced by new PV systems. RECs are created when solar panels generate electricity; 1,000 kilowatt-hours of solar production equals one REC. RECs represent the environmental value of solar power. RECs are separate from the electricity and can be bought and sold separately; whoever owns the RECs has the legal right to say they used that solar power. Because the environmental attributes of generation are part of the sale of RECs, customers participating in the sale of RECs relinquish their right to claim they are receiving solar energy.

Through participation in Illinois Shines, for 15 years, all RECs from your system will be sold to Illinois utilities and used to meet a compliance obligation. Payments for these RECs may be used to offset the purchase price or financing cost for your PV system.

There are different ways for customers to contract for a PV system. Customers may (1) buy a system (system purchase), (2) lease a system (lease), or (3) contract to buy electricity generated by a system at an agreed price (power purchase agreement, or "PPA"). Under a system purchase, the customer pays for and owns the system. Under a lease, a customer enters into a service contract to pay scheduled, pre-determined payments to a solar leasing company, which owns the system on the customer's property. Under a PPA, a customer agrees to host a system and to buy electricity generated from it at a per-kilowatt-hour rate from a company that owns the system. The type of contract will impact the economics of your solar decision.

By participating in Illinois Shines, an installer or other vendor is required to provide you with this disclosure form so that you have accurate information about the PV system, including its size, cost, operations, warranties, and financial benefits. At the point when you decide to enter into a solar contract, you will be asked to sign this form indicating that the information in it has been provided to you. The form will be submitted to the Illinois Shines Program Administrator as part your system's application. The Program Administrator may contact you to verify that you received this form.

The installer or other vendor is also required to provide you with an Informational Brochure about Illinois Shines. Do not sign this disclosure form unless you have received and read that brochure because it provides you with important consumer protection information. The Brochure can be found at

<https://illinoisabp.com/wp-content/uploads/2018/12/Brochure.pdf>

## PV System Purchase Disclosure Form

The purpose of this form is to provide you with clear and accurate information about your PV system, but this form is not a substitute for your contract. Do not rely exclusively on this form for your purchase; You should read your contract closely before you sign it.

Purchasing a PV system may have tax implications for you. You may want to consult a tax professional to understand any tax issues related to your system.

At the end of this form, the installer or other vendor will have an opportunity to provide additional details or explanations related to the information contained in the form.

You may rescind your PV system purchase contract and receive a refund of any deposit you paid within three calendar days of signing the contract, by contacting the seller of the PV system.

Approval from your local municipality will likely be needed for the PV installation.

If you have complaints related to the system or this sale process, first try to resolve the problem with your installer or Approved Vendor. If you can't agree with the company about how to solve the problem, you may contact the Illinois Shines Program Administrator by emailing [admin@illinoisshines.com](mailto:admin@illinoisshines.com) or by calling (877) 783-1820. If you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

Chicago  
800-386-5438

TTY: 800-964-3013

Spanish Language: 1-866-310-8398

Springfield  
800-243-0618

TTY: 877-844-5461

Carbondale  
800-243-0607

TTY: 877-675-9339

Program website for more information: [www.illinoisshines.com](http://www.illinoisshines.com)

### Customer Contact Information

Name:

Address:

Phone Number:

Email Address:

Electric Utility:

### System Seller Contact Information

Name:

Address:

Phone Number:

Email Address:

## PV System Purchase Disclosure Form

Form:

### Approved Vendor

Legal Name:

Name Used for Marketing (if different):

Address:

Phone Number:

Email Address:

### System Installer

Name:

Name Used for Marketing (if different):

Address:

Phone Number:

Email Address:

### System Warranty and/or Maintenance Provider

Name:

Name Used for Marketing (if different):

Address:

Phone Number:

Email Address:

*\*The parties listed above are independent and are not representing, endorsed by, or acting on behalf of, a utility, a consumer group, or a governmental body except in those cases where they are a governmental body or consumer group.*

*\*Your contract may be assigned, sold, or transferred by the system seller to a third party who will be bound by the terms of your contract. If such a transfer occurs, you will be notified if this will change the address or phone number to use for questions, payments, maintenance, or repair requests.*

**Form:**

**System Purchase Information**

- System Purchase Price:
  - Deposit or amount owed to the seller at contract signing:
  - The amount owed to seller at the start of system installation:
  - The amount of the final payment due to seller:  
The time the final payment is due: Construction complete
  - The amount of any other intermediary payments for the system:  
The time the other intermediary payments are due:
  
- The expected value of the REC incentive payment(s) that will be received by the Approved Vendor for this PV system is:
  - Is PV system installation contingent upon selection for the Illinois Shines incentive?  
 Yes OR  NO
  - Will the pricing terms change if the project is not selected for the Illinois Shines incentive?  
 Yes OR  NO

*\*Selection for Illinois Shines is not guaranteed, but if the system is selected, the Approved Vendor, as the counterparty to a REC delivery contract with an Illinois electric utility, will receive payment(s) for your system's RECs. The value of these REC payments may be reflected in your overall system purchase price.*

*\*You may be eligible for other federal and/or state incentives related to your PV system that are not included in your system purchase price. For example, the federal government provides an income tax credit to help with the cost of buying a residential solar system. (There is also a tax credit for businesses that purchase solar systems.) The residential income tax credit for PV systems is currently worth 30 percent of the total cost of the system. This tax credit does not have to be taken in the single tax year that your system is installed. If your income tax liability for that year is less than the value of the credit, you can reduce your income tax liability to \$0 for that year and carry the remainder of the credit forward to future tax years. The 30 percent tax credit is available for systems that commence construction by the end of 2019. For projects that commence construction in 2020, the tax credit will be 26 percent. For projects that commence construction in 2021, the tax credit will be 26 percent. Consult a tax professional to determine your eligibility.*

- Non-connection to internet fee:

*\*If you do not maintain a high-speed internet connection to facilitate the transmittal of generation data from your system for the purpose of creating RECs, you may be charged a fee by the seller to cover the cost of such a connection.*

- The total cost to be paid to seller, including any interest, installation fees, document preparation fees, service fees, or other fees:
  - All fees associated with the PV system (for example, interconnection fees, maintenance, fees, etc.) and the amount of each one and when it is due:



**Form:**

<u>Fees</u>	<u>Amount</u>	<u>When It Is Due</u>
None		

- If a payment for your system is made more than \_\_\_\_ days after due date, you will be charged \$ \_\_\_\_\_ OR  
Late payments accrue interest at \_\_\_\_\_ % annually
- Will the system be financed (for example, through a loan)?  YES OR  NO
  - If so, will the seller assist in financing the system?  YES OR  NO

*\*If your system is financed, carefully read any agreements and/or disclosure forms provided by your lender. This disclosure form does not contain the terms of your financing agreement.*

**System Installation Timing**

- The estimated start date of system installation will be 90 days from the date your contract is signed.
- The estimated completion date of system installation will be 120 days from the date your contract is signed.
- Does seller plan to furnish a mechanic's lien waiver to the customer upon final payment?  
 YES OR  NO
  - If so, the approximate date when the installer is expected to furnish a mechanic's lien waiver to the customer will be \_\_\_\_ [date].
- YOU  OR SELLER  OR INSTALLER  are responsible for submitting a system interconnection application to your utility.

*\*The interconnection rules vary based on location and utility service territory. Links to interconnection information are provided below for three electric utilities:*

- Ameren Illinois:  
<https://www.ameren.com/illinois/electric-choice/distributed-generation>
- Commonwealth Edison Company:  
<https://www.comed.com/MyAccount/MyService/Pages/DistributionLess10k.aspx>
- MidAmerican Energy Company:  
<https://www.midamericanenergy.com/customer-generation.aspx>

*If your system is in the service territory of an Illinois municipal electric utility or rural electric cooperative, you should contact them for their interconnection requirements.*

**System Design Specifications**

- Size of system in kilowatts

**Form:**

*\*Any system size variations plus or minus more than 5% of the specifications listed above will require completion and submission of a new disclosure form.*

- Estimated gross annual electricity production in kilowatt-hours from your system in the first year:
  
- Estimated annual system production decrease:
  
- Expected life of the system:
  
- Expected overall percentage degradation over the life of the system:
  
- System will be ROOF-MOUNTED  OR GROUND-MOUNTED
  
- The manufacturer of your PV panels is \_\_\_\_\_
  
- The manufacturer of your inverter is \_\_\_\_\_
- The model of your inverter is \_\_\_\_\_

*\*To participate in Illinois Shines, your system must be connected to the distribution grid. Your electric utility remains responsible for the delivery of electric power to your premises and will continue to respond to any service calls and emergencies. A grid-connected solar energy system will not function in the case of an electricity outage unless you have an accompanying electricity storage system and the ability to "island" (disconnect from the grid).*

**Net Metering**

*\*Net metering allows you to receive credit from your energy supplier for electricity generated by your PV system. Your electricity bill will reflect the amount of electricity supplied to you, minus the excess electricity generated by your PV system and delivered to the grid.*

*To participate in net metering, an application for net metering must be submitted to your electric supplier, which is either your local utility or an Alternative Retail Electric Supplier.*

**Form:**

**System Operations, Maintenance, Warranties, and Guarantees**

- System maintenance (operational upkeep) IS  OR IS NOT  included as part of your system purchase contract.
  - If system maintenance is included, for \_\_\_\_ years by \_\_\_\_\_
- System repairs (actions required to fix a malfunctioning system) ARE  OR ARE NOT  included as part of your system purchase contract.
  - If system repairs are included, for 25 years by System Seller
- Is the system warranted against issues related to improper installation? YES  OR NO  as part of your system purchase contract.
  - If so, this warranty is for 25 years by System Seller
- Do your solar panels come with a manufacturer's warranty? YES  OR NO  as part of your system purchase contract.
  - If so, this warranty is for 12 years.
- Does your system inverter come with a manufacturer's warranty? YES  OR NO  as part of your system purchase contract.
  - If so, this warranty is for 25 years.
- If your PV system is roof mounted, your roof IS  OR IS NOT  warranted against leaks from the system installation.
  - If your roof is warranted against leaks from system installation, for 5 years by System Seller

*\*You are responsible for obtaining insurance coverage for any loss or damage to the system not covered by the warranties listed above. Consult an insurance professional to understand how to protect against the risk of loss or damage to the system.*

- Seller is providing you with a:
  - \_\_\_ System performance or electricity production guarantee
  - X Other type of system guarantee (specify):  
Panel Performance Warranty
  - \_\_\_ No guarantee

*\*Unauthorized modification of your PV system, including the relocation of it, is prohibited under Illinois Shines.*

**Property Transfers**

- If you sell your home or business where the PV system is located, transfer of the system to the new owner requires (i.e., conditions required for the transfer of your PV system as part of a real estate transaction):

Form:

## Net Cash Flow Estimate

### Estimated total PV system savings calculations

Your Purchase Price:

NPV of Electricity Savings Over 15 Years (Low Estimate):

NPV of Electricity Savings Over 15 Years (Med Estimate):

NPV of Electricity Savings Over 15 Years (High Estimate):

*\*Consult a tax professional to determine your eligibility for the federal income tax credit for PV systems. If you are not eligible for the federal income tax credit, your savings will vary considerably from the estimates above*

\*The formula used for determining savings computes a net present value of all payments made to purchase and maintain your system and compares that value to a net present value of the electricity your system would produce using a starting price of \$124.80/MWh and an escalation rate of .5%, 1.7%, and 2.5% based on U.S. Energy Information Administration average retail price costs for Illinois. A discount rate of 5.5% is used in all cases and the calculation is made over the 15 year term of the Illinois Shines contract. The production figures are based on the first year production with a .5% annual degradation factor.

The assumptions used in these calculations are based on past values so there is no guarantee that they will be indicative of future results and they may not match the assumptions you or your solar installer might use. However, the same assumptions are used in every disclosure form for Illinois Shines, allowing you to make an apples to apples comparison of competing offers.

## NOTICE - TIMING OF INCENTIVE PAYMENTS BASED ON PROJECT SIZE

The timing of incentive payments under the Illinois Shines program differs depending on the size of the solar project. Approved Vendors for projects 10 kilowatts AC or smaller are paid 100% of the incentive value once the project is completed and verified by the Program Administrator, while for larger systems Approved Vendors are paid 20% of the incentive once the project is completed and verified, and 5% of the incentive amount quarterly for the subsequent four years. Please note that this is the schedule of payments disbursed from the contracting utility to your Approved Vendor and payments are made on a quarterly cycle. You may have an agreement with your Approved Vendor containing payment terms that vary from the timing above. In some cases, the Approved Vendor may use the REC incentive payments to reduce your lease payment or installation cost and may not pass the REC incentive directly on to you. For the timing of payments for your specific solar project, please read and review any agreement between you and your Approved Vendor and reach out to your Approved Vendor with any questions. You can find the size of your system in kilowatts AC in this document under the section titled "System Design Specifications", and the name and contact information of your Approved Vendor in this document under the section titled "Approved Vendor".

**It is important to understand the timing of your incentive payments, as this can affect other financial agreements related to installing solar, such as taking on a loan to finance your project.**

**Form:**

**IMPORTANT NOTE: New project applications are being waitlisted.** Available program capacity for project applications has been filled and new project applications are currently being added to a waitlist. Due to funding unavailability, it is not presently possible to determine if or when a new project application may be selected from the waitlist and considered for an incentive. Please keep this in mind as you contemplate moving forward with the transaction described in this Disclosure Form.

\*PLEASE NOTE: In some cases, solar installers need to reissue Disclosure Forms for applications that have already secured funding through the Program. If you are receiving this Disclosure Form for that reason, have been told that your project already has secured a spot in the Program, and would like to confirm this, please contact the Program Administrator at (877) 783-1820 or admin@illinoisabp.com.

\*Nothing listed below shall alter, amend, repeal, or supersede the disclosure requirements contained in this form.

**Please Initial**

\_\_\_\_\_ The person or company presenting this Disclosure form also has provided me with a copy, either electronic or printed, of the Illinois Shines Distributed Generation Brochure, and I have had the opportunity to ask questions about it.

**Signature**

\*By signing this form, you certify that you read and received this form.

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

## **FINAL DISTRIBUTED GENERATION CONTRACT REQUIREMENTS**

**January 23, 2019**

Section 6.13 of the Long-Term Renewable Resources Procurement Plan (“the Plan”) states that, for distributed generation installations, the Illinois Power Agency (“Agency”) and its Program Administrator will develop “a list of contract requirements” to be provided to Approved Vendors for the system purchase contract, lease, or power purchase agreement (“PPA”) between the Approved Vendor (or its agent) and the customer. That section also notes that “[a]t a minimum, Approved Vendors may also use model leases and model financing instruments provided by the Solar Energy Industries Association (“SEIA”), or other contracts that meet requirements provided by the Agency.”

Similarly, as described in Section 6.13.1 of the Plan, the Illinois Commerce Commission’s Order approving the Plan requires that, for systems already energized at the time of finalizing consumer protection requirements, the following is required:<sup>1</sup>

1. A signed contract amendment, that brings the contract or subscription agreement into full compliance with the minimum contract requirements from the Plan;
2. The disclosure form, signed by the customer post-contract execution; and
3. Proof that the brochure was provided to the customer.

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.

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<sup>1</sup> For systems already energized at the time Distributed Generation consumer protection requirements were finalized on December 27, 2018, Approved Vendors will have the opportunity at the Part I application to either provide proof of provision of the Disclosure Form and Informational Brochure to the system host, or else attest that good-faith, diligent efforts to provide the Disclosure Form and Informational Brochure to the system host after that date were unsuccessful. For systems that already had executed installation contracts with the respective system host as of the date hereof, Approved Vendors will have an opportunity at the Part II application to attest that a contract amendment bringing the contract into full compliance with the requirements in this document was signed by the system host, or else attest that good-faith, diligent efforts to amend the existing contract with the system host after the date hereof were unsuccessful.

### **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
  - 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
- 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



## **Adjustable Block Program Guidelines for Community Solar Marketing Materials and Marketing Behavior**

**FINALIZED: November 18, 2020**

This document provides marketing guidelines for Approved Vendors submitting community solar projects into the Illinois Power Agency's Adjustable Block Program ("ABP") and marketing community solar subscriptions to those projects.

Although distributed generation ("DG") projects are part of the ABP, this document applies specifically to the marketing of subscriptions to community solar projects and not to DG systems (a different set of guidelines has been published for DG systems). These guidelines apply to subscriptions of all sizes, except where it is specifically stated that certain provisions only apply to subscriptions under 25 kW.

As used herein, the term "Approved Vendor" covers not only the entity serving as an Approved Vendor within the ABP, but also that entity's affiliates, employees, contractors and subcontractors, agents (including subscription solicitation and management agents), installers, marketers, customer service liaisons, or any other person or entity acting in any way on the Approved Vendor's behalf in connection with the project receiving a REC delivery contract through the ABP. Approved Vendors may be disciplined for the failure of any of these entities to follow the ABP's Marketing Guidelines, including through suspension of that Approved Vendor's eligibility to receive REC delivery contracts through the Adjustable Block Program.

Relatedly, any of these non-Approved Vendor entities may themselves be suspended from performing services in connection with ABP projects for the violation of these Marketing Guidelines (through subjecting an Approved Vendor to automatic suspension by working with that entity). In assessing discipline, focus will generally be placed primarily on the entity responsible for the violation of Marketing Guidelines, but all entities involved in transactions supported by this state-administered program are ultimately required to ensure that these guidelines are faithfully followed.

Compliance with these guidelines is overseen on a day to day basis by the Program Administrator, InClima Solutions. These Marketing Guidelines outline the Program Administrator and Illinois Power Agency's anticipated roles in enforcement; however, nothing in these guidelines shall preclude the Agency from undertaking roles specified for the Program Administrator on an as-needed basis.

Illinois Shines is the brand name and consumer-facing brand of the Adjustable Block Program. All marketing guidelines that are applicable to the ABP apply to Illinois Shines as well. Consumer-facing information on the ABP can be found at [illinoisshines.com](http://illinoisshines.com).

This document outlines program guidelines for the following: 1) marketing materials, generally understood as promotional information or other messages transmitted by an Approved Vendor related to community solar subscription transactions under the ABP; 2) marketing behavior, generally understood as actions taken by an Approved Vendor as part of its promotion and sales process of a community solar subscription under the ABP; and 3) disciplinary determinations and process for violations of ABP requirements.

## Community Solar Marketing Guidelines

### 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). The ABP was established by the Future Energy Jobs Act (Public Act 99-0906, effective June 1, 2017). More information on the Adjustable Block Program can be found in Chapters 6 and 7 the Illinois Power Agency’s [Long-Term Renewable Resources Procurement Plan](#).
- **Adjustable Block Program Guidebook:** The [Adjustable Block Program Guidebook](#) describes the structure of the ABP and provides information about the program’s operation. Section 10 of the Guidebook provides a glossary of program terms. Please check the [illinoisabp.com](#) website for updates to the Program Guidebook.
- **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 Adjustable Block Program and to act as counterparty to the ABP contracts with the utilities. [Approved Vendor Requirements](#), originally released on October 30, 2018, provide information to be collected from prospective Approved Vendors and the evaluation criteria for Approved Vendors.
- **Community Solar Project:** A solar project which (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 2,000 kW AC in size. Also known as a photovoltaic “community renewable generation project.” 20 ILCS 3855/1-10. These guidelines apply to community solar projects under the ABP.
- **Community Solar Provider:** An entity which 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 may not be the same entity as the Approved Vendor for a community solar project.
- **Community Solar Informational Brochure:** Attached to the Community Solar Disclosure Form, the Community Solar Informational Brochure shares information about the ABP and informs consumers of their rights and procedures for filing complaints. Approved Vendors are required to distribute the Community Solar Informational Brochure along with the Community Solar Disclosure Form to customers prior to the execution of a contract with them. The Community Solar Informational Brochure is available in English and Spanish.
- **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 Marketing Guidelines

- **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.
- **Community Solar Disclosure Form:** The Community Solar Disclosure Form gives consumers who are considering subscribing to a community solar project clear information about their subscription offer. The Community Solar Disclosure Form is attached to the Community Solar Informational Brochure. Submission of a properly executed Community Solar Disclosure Form is required for each subscription to a Community Solar Project that is participating in the APB.
- **Consumer Complaint Database:** All ABP consumer complaints received by the Program Administrator are published in a [publicly available database](#). Consumer complaints may lead to Approved Vendors being determined to be 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.
- **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. This includes solar subscriber organizations, marketing firms, lead generators, and sales organizations. All Designees must register with the program and be listed on the program websites (both [www.illinoisabp.com](http://www.illinoisabp.com) and [www.illinoisshines.com](http://www.illinoisshines.com)) along with the Approved Vendor(s) with whom they are working. Registration also requires the assent of the Approved Vendor(s), and can be withdrawn by an Approved Vendor working with the Designee at discretion of the Approved Vendor, or by the IPA or Program Administrator if the Designee is found to have violated program guidelines and is suspended or has its registration terminated. See Section 6.9.1. of the Illinois Power Agency's [Long-Term Renewable Resources Procurement Plan](#).
- **Illinois Shines:** Illinois Shines is the consumer-facing brand name of the Adjustable Block Program. The Illinois Power Agency and its Program Administrator released an [ABP Branding Document](#), which includes information about the use of the "Illinois Shines" brand and logo.
- **Long-Term Renewable Resources Plan:** The Long-Term Renewable Resources Plan is a plan 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 is updated every two years. As of October 2020, the [final Revised Long-Term Renewable Resources Procurement Plan](#), released April 20, 2020, is the most recent version of the plan. The Long-Term Renewable Resources Plan describes the Adjustable Block Program in Chapters 6 and 7.
- **Program Administrator:** The Illinois Power Agency, under the authority of Section 1-75(c)(1)(M) of the IPA Act, has selected an expert consultant to manage the operations of the ABP. InClime has been designated the Program Administrator.
- **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, "project" is used synonymously with "system."
- **Renewable Energy Credits:** Renewable energy credits (RECs) represent the environmental value of the electricity generated from solar panels, but not the electricity itself. 20 ILCS 3855/1-10. Through



## Community Solar Marketing Guidelines

owning the environmental attributes of electricity generation, the entity that owns the RECs has the right to say that it used renewable energy.



## Community Solar Marketing Guidelines

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## Community Solar Marketing Guidelines

### 1. Guidelines for Marketing Materials

#### A. False and Misleading Statements

- 1) Approved Vendors shall accurately portray the nature of solar power, renewable energy credits (“RECs”), community solar, the ABP or Illinois Shines, and subscription offers for projects being funded through the ABP. Approved Vendors shall disclose their intent to sell the project’s RECs into the ABP. Approved Vendors shall not make any demonstrably false or misleading statements.
  - a) Should an Approved Vendor have any questions about whether a particular statement constitutes an accurate portrayal, the Approved Vendor should first submit that statement to the Program Administrator for review and the Program Administrator shall endeavor to respond within five (5) business days.
  - b) Below is a list of common questions that potential customers may have regarding the ABP and helpful answers that can be communicated to these potential customers.
    - i) What is the Adjustable Block Program?
      - (1) 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 qualifying community solar projects and other eligible PV systems.
    - ii) What is Illinois Shines?
      - (1) 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.
    - iii) What are RECs and why are they valuable?
      - (1) 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 say they used 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.
      - (2) If the RECs from a community solar project are transferred to a utility through the ABP, then neither the community solar provider nor the subscribers to that project should claim to be using clean or renewable electricity. Thus, consistent with the IPA’s understanding of Federal Trade Commission guidelines, Approved Vendors and their subcontractors should not suggest that customers subscribing to projects that sell RECs will receive or use renewable electricity.
  - c) Approved Vendors shall not make any demonstrably false or unsubstantiated statements about RECs.
    - i) Below are examples of statements Approved Vendors should not make related to the energy produced by the community solar system and the associated community solar net metering credits.
      - (1) “Your home will run on cleaner, greener energy.”
      - (2) “The sun will provide your electricity.”
    - ii) Below are examples of statements companies may make related to the energy produced by the community solar system and the associated community solar net metering credits.
      - (1) “The renewable attributes (“RECs”) of this electricity will be sold by us to keep the cost of your subscription affordable.”
      - (2) “This community solar project will create energy from the sun.”



## Community Solar Marketing Guidelines

- (3) “By subscribing to this community solar project, you will contribute to the development of new solar power.”
- (4) “Go green and support the installation of solar in Illinois.”

### B. Customer Savings

- 1) Approved Vendors shall accurately portray prospective customers’ anticipated costs and savings. Approved Vendors shall not make any demonstrably false or unsubstantiated statements about whether subscribing to a community solar project will save customers money, including false or unsubstantiated statements about levels of savings.
  - a) All terms and values in the marketing materials, including terms and values related to escalators, financing terms, and rates, must be consistent with terms and values used in the Community Solar Disclosure Form and the customer’s subscription contract.
  - b) All terms and values related to electricity production that are used to estimate the economic benefits for the customer in the Community Solar Disclosure Form must be consistent with the system production terms and values that are submitted to the Program Administrator and used to calculate the number of RECs that the system will produce.
  - c) All marketing materials must be generally consistent with the Illinois Shines Community Solar Informational Brochure, and, in particular, with the following items from the brochure:
    - i) Customers are not guaranteed to save money with solar unless the contract includes an explicit savings guarantee.
    - ii) It is acceptable to make claims about saving money. The Program Administrator reserves the right to inquire about any savings claims made in marketing materials for prospective Program participants.
  - d) All marketing materials must explain that the subscriber will remain a utility customer responsible for a utility bill.
  - e) Below are examples of statements that Approved Vendor shall not make related to whether subscribers will save money.
    - i) Statements that indicate that subscribers may eliminate or zero out their utility bill are inaccurate and not acceptable.
      - (1) “Eliminate your electric bill.”
      - (2) “Fire your utility.”
      - (3) “No more utility bills.”
      - (4) “Your electric bill will be reduced to \$0”
  - f) Approved Vendors shall not state that ABP community solar offers are “free”, “no cost”, or “\$0” in oral or written marketing or sales discussions unless the subscriber is guaranteed not to have a financial obligation for the subscription or the energy generated by the community solar project.
    - i) Free/no cost/\$0 may only refer to offers in which there is a guarantee the customer will not pay anything for the subscription (including, but not limited to 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 community solar, but a claim of “free solar” cannot be made unless the customer is guaranteed to not pay anything to the Approved Vendor/designee/subcontractor for their community solar subscription.
    - ii) A subscription offer shall not be advertised free/no cost/\$0 even if a monthly subscription payment is guaranteed to be less than the customers associated supply

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- credit unless the customer is guaranteed not to pay anything over the term of the subscription.
- g) Guarantees about customer savings are only permitted in marketing materials if a customer's contract includes an explicit savings guarantee. An Approved Vendor shall not state that a customer will be guaranteed to save money unless the provider guarantees that the customer will always pay less in subscription costs, as determined by taking into account all charges levied in connection with the subscription, than the customer would otherwise pay for that same amount of energy supplied at the default supply rate.
  - i) Below is an example of a statement that an Approved Vendor may only make conditionally if a customer's contract contains an explicit savings guarantee.
    - (1) "You are guaranteed to save money if you subscribe to this project."
      - (a) The Program Administrator may follow up with an Approved Vendor seeking supporting materials, including the customer's contract, to verify the veracity of this statement.
      - (2) "A customer who subscribes to a community solar project saves [x]% of their utility bill."
        - (a) This statement is only permitted in marketing materials if the contract includes an explicit savings guarantee which matches the claim offered in marketing materials.
        - (b) The Program Administrator may follow up with an Approved Vendor seeking supporting materials, including the customer's contract, to verify the veracity of this statement.
    - ii) Below are examples of acceptable marketing statements related to whether customers will save money.
      - (1) "Lower your electric bills."
      - (2) "Reduce your electric bill"
      - (3) "Save money by switching to solar."
      - (4) "We expect that community solar subscribers will save money."
      - (5) "Offset your electric bill."
  - h) In the context of marketing community solar subscriptions, the Program Administrator reserves the right to seek supporting materials (including customer subscription contracts) to demonstrate that even these claims are not false, unsubstantiated, or misleading. (For example, an Approved Vendor shall not provide a marketing claim of "Reduce your electric bill" while providing community solar subscriptions that are more expensive than the bill crediting received by the customer through the community solar project subscription.)
  - i) Approved Vendors should emphasize to prospective subscribers that value from a subscription agreement is primarily realized through net metering, and that enrollment in net metering will take place as part of the subscription enrollment process.
    - (1) Where possible, Approved Vendors should share that the value of net metering credits will depend on the subscriber's energy supply rate.
    - (2) Where possible, Approved Vendors should share that there may be a lag of 1-2 billing cycles before net metering credits appear on the subscriber's bill.
    - (3) Where possible, Approved Vendors marketing subscriptions to projects not yet energized should 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.
    - (4) The Approved Vendor should clearly communicate any charges to the subscriber that may be assessed prior to energization of the project.



## Community Solar Marketing Guidelines

### C. False Representation

- 1) Approved Vendors and their agents shall accurately portray their identities and affiliations. Approved Vendors and their agents shall not make false claims or create false impressions regarding their identity and/or affiliations.
  - a) Approved Vendors—including their agents, subcontractors, and Designees, unless such agent is in fact a municipality, village or other type of local government—shall not represent, make claims, or act on behalf of any government agency or program, including but not limited to the ABP or Illinois Shines.
    - i) Approved Vendors may reference a project participating in or receiving benefits from the ABP or Illinois Shines, but Approved Vendors shall not claim to represent or to be acting on behalf of the ABP or Illinois Shines.
      - (1) Below are examples of statements companies shall not make related to the ABP or Illinois Shines.
        - (a) “The ABP [or Illinois Shines] guarantees that you will save money.”
        - (b) “We represent the ABP [or Illinois Shines].”
      - (2) Below are examples of statements companies may make related to the ABP or Illinois Shines.
        - (a) “The ABP [or Illinois Shines] is a state program that provides an incentive for community solar systems.”
        - (b) “If you sign a contract with us, and our application to the ABP [or Illinois Shines] is successful, the community solar project you subscribe to will be part of the ABP [or Illinois Shines].”
    - b) An Approved Vendor and its Designees may state the fact that it is an Approved Vendor under the IPA’s ABP/Illinois Shines either with a text-based statement or by using a uniquely assigned Illinois Shines Approved Vendor logo as described below.



- i) The Illinois Shines Approved Vendor logo and the Illinois Shines Designee logo were created by the Program Administrator to help potential customers easily differentiate between Approved Vendors (and their Designees) and those companies that are not approved to submit applications to the ABP. The Program Administrator will provide



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- a unique Illinois Shines Approved Vendor or Designee logo containing identifying information to each Approved Vendor or Designee upon request.
- ii) Both the Illinois Shines Approved Vendor logo and the Illinois Shines Designee logo may be used only by an Approved Vendor or a registered Designee.
    - (1) Neither the Illinois Shines Approved Vendor logo nor 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/or its Program Administrator as described in Section 1.C.1).d).i).(1) below.
  - c) In the case that a governmental body (including, but not limited to, a municipality, group of municipalities, or county government) or consumer group is assisting an Approved Vendor in marketing or otherwise promoting a community solar subscription offer, project, or Approved Vendor, the specific requirements listed below apply.
    - i) As the governmental body or consumer group is acting as the agent of an Approved Vendor, all requirements as outlined in these Guidelines shall apply to governmental bodies or consumer groups assisting in the marketing of a community solar subscription that is being offered by an ABP Approved Vendor.
    - ii) Any community solar subscription that is marketed by a governmental body to its residents and businesses must make clear that the offer being marketed is not an exclusive offer and residents and businesses may choose offers from other Approved Vendors.
    - iii) Any endorsement or promotion made by the Approved Vendor or any agent operating on its behalf must strictly follow the authorized scope of endorsement or promotion provided by the governmental body or consumer group. The Program Administrator reserves the right to request documents and communications, including contracts or other authorizing agreements, outlining the scope of that authorization. The Approved Vendor must provide those materials to the Program Administrator as soon as practicable to facilitate the Program Administrator's review as to whether any such endorsement or promotional activity is indeed so authorized by the governmental body or consumer group.
  - d) Materials shall not state or otherwise imply that the Approved Vendor is employed by, representative of, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or consumer group program, or a governmental body, except in those cases where a) the Approved Vendor is in fact itself a consumer group or governmental body, or b) that endorsement or promotion is made in accordance with the provisions of Section 1.C.1).c). above.
    - i) An Approved Vendor shall not state or otherwise imply that it is endorsed by, represents, or is acting on behalf of the Illinois Commerce Commission ("ICC"), the Illinois Power Agency ("IPA"), the State of Illinois, the ABP, Illinois Shines, any municipality, or any other governmental agency in any manner.
      - (1) An Approved Vendor may only use the IPA logo or the general Illinois Shines logo on materials that have been created by the IPA, including the Illinois Shines Community Solar Informational Brochure and the Community Solar Disclosure Form. These materials must be provided in their entirety and not edited or modified by the Approved Vendor.
    - ii) Marketing materials shall not refer to the ICC, the IPA, the State of Illinois, the ABP, Illinois Shines, any municipality, or any other governmental agency or program in any manner that is deceptive or misleading, including, but not limited to, implying or

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otherwise leading a customer to believe that an Approved Vendor is soliciting on behalf of, or is an agent of, a utility, the ICC, or the IPA. An Approved Vendor *may* state the fact that it is an Approved Vendor under the IPA's ABP.

- iii) An Approved Vendor or its agent shall not utilize the name of a public utility in any manner that is deceptive or misleading, including, but not limited to, implying or otherwise leading a consumer to believe that the Approved Vendor or its agent is soliciting on behalf of or is an agent of a utility.
- iv) An Approved Vendor may use a utility name in describing the service area in which an offer is valid.
  - (1) Graphics, photographs, or other images that include a utility logo (for example, an image of a sample bill) are discouraged, and if utilized, must include a disclaimer that the Approved Vendor or its agent is not affiliated with or endorsed by the utility.
- v) An Approved Vendor or its agent shall not use the name, or any other identifying insignia, graphics or wording that has been used at any time to represent a public utility, or its services, to identify, label or define any of its offers.
  - (1) This prohibition is not intended to prohibit a utility from providing recovery of subscription costs on a customer's utility bill or to prohibit a utility from providing information about subscription offers for community solar projects within its service territory, assuming these practices are approved by the Illinois Commerce Commission.
  - (2) For other uses of a utility's name, insignia, graphics, or wording in marketing for which an Approved Vendor 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.

### D. Use of Testimonials

- 1) Approved Vendors may use testimonials to advertise customer experience, but any testimonial used shall be provided by an actual customer and must include a disclaimer that user experience may differ.
  - a) The use of testimonials is subject to the following conditions:
    - i) The Program Administrator may request documentation to validate the accuracy of testimonials including verification of the identity of the testifier.
    - ii) Testimonials shall not include language that make false claims or promise savings or otherwise violate of any of the restrictions mentioned in these Guidelines. (For example, using a utility executive or government official to endorse an Approved Vendor or a subscription offer or a customer saying that they eliminated their electric bill is prohibited).
    - iii) Any testimonial that references a customer experience from outside of Illinois must clearly state the location of the customer who had this experience.
    - iv) All testimonials on ABP-related marketing materials (including webpages that are Illinois-specific in scope) which offer subscription enrollment information for ABP-related projects may include testimonials only from customers located within Illinois.
  - b) The Program Administrator will address any requests for exceptions to these 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 believes an exception is



## Community Solar Marketing Guidelines

warranted and should be made via email to the Program Administrator at [admin@illinoisabp.com](mailto:admin@illinoisabp.com).

### E. Social Media

- 1) Marketing materials and content provided on social media must include information about the company or companies providing the underlying community solar subscription offer.
  - a) If an employee or agent posts marketing materials or offers a community solar subscription on a social media platform from a personal account, the post shall identify the entity or entities through which the offer is made.
- 2) The listing price for ABP-related offers on platforms such as Craigslist, Facebook Marketplace, and similar marketing platforms shall not be listed as “free”, “no cost”, or “\$0” unless they only refer to offers in which there is a guarantee the customer will not have any financial obligation for the community solar subscription as described in Section 1.B.1).f).i) above.

### F. Designees, Agents, and Subcontractors

- 1) Approved Vendors are responsible for ensuring compliance with these marketing guidelines by their Designees, agents, and subcontractors, and are expected to proactively review such materials and practices.
  - a) The Program Administrator may request to review all marketing materials created by Approved Vendors and their Designees, agents, and subcontractors that are relevant to the Illinois ABP and Illinois Shines.
    - i) The determination of whether to request materials rests with the Program Administrator and/or IPA and must be complied with by an Approved Vendor.
  - b) Upon review of marketing materials, the IPA or its Program Administrator may request that these materials be altered to ensure that the content of the materials are not deceptive, confusing, or misleading, and to further ensure that they do not feature misrepresentations about the relationship between the IPA, the ABP, Illinois Shines, and the Approved Vendor.
    - i) The determination of whether to require changes rests with the Program Administrator and/or IPA and must be complied with by an Approved Vendor.

### G. Language

- 1) Marketing materials shall be provided in a language in which the customer subject to the marketing is able to understand and communicate.

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### 2. Guidelines for Marketing Behavior

#### A. Compliance with Existing Laws, Rules, and Regulations

- 1) Approved Vendors must comply with all existing local, state, and federal laws, regulations, and ordinances.

#### B. Unfair, Deceptive, or Abusive Acts and Practices

- 1) Unfair, deceptive, or abusive acts or practices ("UDAAP") by Approved Vendors *are not* permitted in relation to their involvement in the Program.
  - a) Approved Vendors shall conduct all aspects of their business that address customers or their interests without any UDAAP.
  - b) Approved Vendors shall regularly examine and consider the possibility of UDAAP violations in all aspects of their business that touch on customers or their interests, including but not limited to marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.

#### C. Advertising

- 1) Advertising claims by Approved Vendor shall not be deceptive or misleading, whether by affirmative statement, implication or omission. This applies to all marketing claims, including those:
  - a) About products or services.
  - b) About pricing, quality, and performance.
  - c) Made in print, electronic, verbal, and/or through any other medium.
- 2) All claims made by Approved Vendors shall be based on factual, verifiable sources.
- 3) Approved Vendors should be familiar with all advertising laws, rules, regulations and guidance, including Federal Trade Commission guidance on advertising and marketing.

#### D. Sales and Marketing Interactions

- 1) Approved Vendors 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.
  - a) If an Approved Vendor becomes aware that a customer clearly misunderstands a material issue in a community solar subscription transaction, the Approved Vendor should correct that misunderstanding.
- 2) Approved Vendors shall inform customers the employee/agent is not affiliated with a utility, and that community solar is not a utility program. The employee/agent shall inform the customer that she/he will continue to be responsible for a utility bill, or, if the Approved Vendor will service the customer's entire electric bill, that the utility charges will be included on their bill.
- 3) The following materials and information shall be provided to the customer at the indicated steps of the process, regardless of customer class or subscription size:
  - a) Materials presented to a customer at first contact between the Approved Vendor and the customer during which information regarding community solar is presented shall include a link to [illinoisshines.com](http://illinoisshines.com), where the customer can find consumer-focused ABP materials.
  - b) A Community Solar Informational Brochure with a populated Community Solar Disclosure Form must be delivered to the customer before a subscription contract is signed. An

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electronic signature is permitted on the Community Solar Disclosure Form regardless of whether the sales interaction occurs in person or online. The Community Solar Disclosure Form must be signed by the customer prior to the customer's execution of a community solar subscription contract, although Disclosure Form execution may be part of the same customer interaction as execution of the subscription agreement.

- c) The Illinois Shines Community Solar Disclosure Form and the Community Solar Informational Brochure may be delivered to the customer electronically, but if presented electronically, must be delivered to the customer as an attachment or otherwise fully displayed for the customer's review, and shall not merely be hyperlinked for access.
  - i) Customers shall be presented with an option to download the Community Solar Disclosure Form and the Community Solar Informational Brochure from the full display, so that customers may save the document for their review.
  - ii) Prior to allowing for an electronic signature on the Disclosure Form, it is required that the customer must have scrolled to the end of the document.
- d) The Community Solar Disclosure Form must be generated by the Community Solar Provider either through the ABP Portal, or, and only with prior approval from the Program Administrator, may be generated outside of the portal so long as the Community Solar Disclosure Form contains the same content and information as the Community Solar Disclosure Form generated by the ABP portal and meets any other requirements developed by the Program Administrator to ensure that the integrity of the form and its execution is not compromised.<sup>1</sup>
- 4) Terms of the underlying contract between a customer and an Approved Vendor or its subcontractor must be consistent with terms of the required Community Solar Disclosure Form. Any statements made verbally must be consistent with the customer's contract and the Community Solar Disclosure Form.
- 5) The Program Administrator may follow up with customers to confirm that the customer received the Community Solar Informational Brochure and received and signed the Community Solar Disclosure Form. If, after the Program Administrator's reasonable investigation, and subject to affirmation by the IPA, a subscriber is found not to have received, understood, and signed the Community Solar Disclosure Form, the Approved Vendor may be subject to discipline for the violation of these Guidelines.

### E. Community Solar Disclosure Form – Project Identification

- 1) The Community Solar Disclosure Form offers two options for community solar project identification, each of which create separate marketing requirements.
  - a) To Be Determined – This option is for use when the terms of the subscription are set but the specific project for the subscription has not been determined by the Community Solar Provider.<sup>2</sup>
    - i) If the To Be Determined option is used for a customer's Community Solar Disclosure Form, the Community Solar Provider will be required to send a follow up communication that provides the customer with their project specifications once that

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<sup>1</sup> For more information on generating disclosure forms outside of the ABP portal, see Section 5.E.3 of the ABP Guidebook.

<sup>2</sup> The "To Be Determined" option is a new option which will become available on the revised Community Solar Disclosure Form, expected to be fully implemented in January 2021.

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- customer is subscribed to a community solar project. The requirements for this communication are explained further in Section 2.E.2 below.
- b) Project Specifications Included – This option can be utilized by Community Solar Providers when the Community Solar Provider knows which community solar project that customer will be subscribed to at the time of Disclosure Form generation.
    - i) If the Project Specifications Included option is used for a customer’s Community Solar Disclosure Form, the Community Solar Provider is required to provide project details in that form as required through the form template.
  - 2) If the To Be Determined option is used for inputting project details into a customer’s Community Solar Disclosure Form, the Community Solar Provider is required to send a follow up communication that provides the customer with details about that subscriber’s community project details once the customer is subscribed to a community solar project. Requirements applicable to the substance, manner, and process for that follow up communication are described below.
    - a) An e-mail communication containing project details shall be sent to the customer’s email address on file with the Community Solar Provider no later than 2 weeks after the customer is formally subscribed to the project.
    - b) Minimum project details required as part of this communication are the following:
      - i) Project address, including the county in which the project is located
      - ii) Project name (as that project’s name appears in the ABP portal)
      - iii) Project ABP identification number
      - iv) Project size (in kW AC)
      - v) Approved Vendor name and contact information, if different from the entity sending the communication
      - vi) Community Solar Subscription Provider name and contact information, if different from the Approved Vendor
      - vii) Project status (Completed and producing energy; Completed and awaiting final approval to operate; Under construction; Construction not yet commenced)
    - c) Beyond those details outlined in Section 2.E.2).b) above, the Community Solar Provider is permitted to provide additional project details as part of this follow up communication.

### F. In-person Solicitation<sup>3</sup>

- 1) An employee or agent conducting in-person marketing or solicitation 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”).
- 2) An Approved Vendor’s employee or agent conducting any in-person marketing or solicitation shall state that they represent a community solar provider, and shall not state or otherwise

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<sup>3</sup> As of the date of publishing these Marketing Guidelines, emergency in-person marketing restrictions enacted in response to the COVID-19 pandemic remain in effect. Those emergency restrictions are not preempted by any provisions contained herein. 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.

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- imply that they are employed by, representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or a consumer group program, or a governmental body or a program of a governmental body (unless the Approved Vendor is a governmental body or consumer group, or otherwise compliant with the process outlined in Section 1.C.1).c). above).
- 3) Approved Vendor agents or representatives who engage in in-person solicitation for 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:
    - a) The Approved Vendor agent's full name in a clear and reasonable size font;
    - b) An agent ID number;
    - c) A photograph of the Approved Vendor agent; and
    - d) The trade name and logo of the company the agent is representing.
  - 4) If the identification only includes the required information listed above (agent's name, agent's ID number, agent's photo, and trade name and logo of the company the agent is representing), this identification is not required to be submitted to the Program Administrator for review as marketing materials. If the identification displayed by Approved Vendor agents includes additional information, that identification is subject to Program Administrator review to ensure that it does not conflict with the guidelines for marketing materials.
  - 5) In the absence of local ordinances or requirements, Approved Vendors 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.
    - a) To the extent that local ordinances or requirements are more restrictive, those local ordinances or requirements must be followed.
  - 6) An Approved Vendor 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 without separate consent.
  - 7) An Approved Vendor's agent or representative making an in-person visit or solicitation shall immediately leave the premises at the customer's, owner's or occupant's first request.
  - 8) An Approved Vendor'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.
  - 9) Each Approved Vendor, or its subcontractor, shall perform criminal background checks on all employees and agents engaged in in-person solicitation.
    - a) An Approved Vendor shall maintain a record confirming that a criminal background check has been performed on its employees or agents in accordance with this Section.
    - b) 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 subcontractor should use their reasonable judgement 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



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not prohibited from otherwise employing persons with criminal records or using such persons for in-person solicitations.<sup>4</sup>

- c) For the avoidance of doubt, the IPA or Program Administrator may request documentation to demonstrate that Approved Vendors are operating in compliance with this requirement.

### G. Telemarketing

- 1) Approved Vendors shall comply with, and shall ensure that all of their 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:
  - a) Prohibitions against automatically dialed calls to cellular telephone numbers;
  - b) Call time restrictions;
  - c) Call curfews and banning calls to customers on statutory holidays or during a declared state of emergency;
  - d) Not autodialing or texting wireless numbers without prior express written consent;
  - e) Limitations on the length of time callers may allow phones to ring;
  - f) 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;
- 2) All Approved Vendors 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 and by requiring its subcontractors to maintain such lists.
  - a) Companies with “do-not-contact” lists that receive customer “do-not-contact” requests through an employee, agent or contractor shall add the customer to their “do-not-contact” lists.
  - b) Companies with “do-not-contact” lists shall ensure that employees, agents and contractors (e.g., solar lead generators) have access to up-to-date “do-not-contact” lists, and that they comply with all laws and ABP program guidelines regarding sales and marketing interactions.
  - c) Companies with “do-not-contact” lists shall have reasonable protocols to ensure that employees, agents and contractors do not initiate contact with customers on their “do-not-contact” lists.
  - d) For companies with “do-not-contact” lists, their agents and contractors may contact customers previously listed on a “do-not-contact” list who later initiate contact with Companies, their agents or contractors, but subject to all applicable local, state and federal limitations on the breadth of such contact.
- 3) In addition to complying with the Telephone Solicitations Act (815 ILCS 413), an Approved Vendor who contacts customers by telephone for the purpose of advertising or soliciting customers for community solar subscriptions shall provide the agent's name and a unique identification number that can be used to identify the agent. The Approved Vendor’s representative shall state that they represent a community solar provider, and shall not state

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<sup>4</sup> These guidelines are not intended to be inconsistent with Approved Vendors’ 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.

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or otherwise imply that they are employed by, representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or a consumer group program, or a governmental body or a program of a governmental body (unless the Approved Vendor is a governmental body or consumer group, or otherwise compliant with the process outlined in Section 1.C.1).c) above).

- 4) An Approved Vendor's agent or representative making a telephone call to a prospective customer shall terminate the phone call at the request of the prospective customer.
  - a) Call logs must be maintained for all outgoing marketing or solicitation calls. The logs shall be provided upon request to the Program Administrator.

### H. Language Used in Solicitations

- 1) 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. An Approved Vendor shall terminate a solicitation if the consumer subject to the marketing or solicitation is unable to understand and communicate in the language in which the marketing or solicitation is presented.
- 2) If any sales solicitation, agreement, contract, or verification is translated into another language and provided to a customer, all of the documents shall be provided to the customer in that other language.
- 3) 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, the Approved Vendor agent 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.
- 4) During a telephone solicitation, when it would be apparent to a reasonable person that a customer's English language skills are insufficient to allow the customer to understand a telephone solicitation in English, or the customer or another person informs the agent of this circumstance, the agent shall transfer the customer to a representative or interpreter who speaks the customer's language, if such a representative is available, or terminate the call.

### I. Conduct and Training of Agents, Representatives, and Contractors

- 1) Each Approved Vendor shall conduct training for individual representatives engaged in in-person solicitation and telemarketing to residential consumers on behalf of that Approved Vendor prior to conducting any such solicitations on the Approved Vendor's behalf.
  - a) Each Approved Vendor shall submit a copy of its training materials to the Program Administrator on an annual basis.
    - i) The Program Administrator and/or the IPA shall have the right to require updates or modifications to the material.
  - b) Training materials must feature content covering the applicable sections of these marketing guidelines.
  - c) The Approved Vendor shall document the training of its agents and representatives and provide a certification to the Program Administrator showing that an agent or representative completed the training program prior to an agent being eligible to market or sell community solar subscriptions under 25 kW to projects that will be part of the ABP.



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- d) After initial training, each Approved Vendor shall conduct refresher training for its individual representatives every six months.
  - e) Independent of its annual disclosure, upon request by the Program Administrator, an Approved Vendor shall provide requested training materials and training records within seven business days.
  - f) The IPA and the Program Administrator reserve the right to produce standardized training materials and to require Approved Vendors and their agents to use those materials to supplement whatever other materials they may use.
  - g) When an Approved Vendor contracts with an independent contractor or subcontractor vendor to solicit customers on the Approved Vendor's behalf, the Approved Vendor shall confirm that the contractor or vendor has provided training in accordance with this Section.
- 2) An Approved Vendor's agent or representative shall be knowledgeable about the requirements applicable to the marketing and sale of community solar subscriptions to the applicable customer class.
  - 3) All Approved Vendors' agents or representatives shall be familiar with the subscriptions that they sell, including the rates, payment and billing options, the customers' right to cancel, and applicable termination fees, if any.
  - 4) Approved Vendor's agents or representatives shall have the ability to provide the customer with a toll-free number for billing questions, disputes and complaints, as well as the Program Administrator's toll-free phone number for complaints.
  - 5) Approved Vendor agents and representatives shall not utilize false, misleading, materially inaccurate or otherwise deceptive language or materials in soliciting subscriptions or providing services.
  - 6) Each Approved Vendor shall monitor marketing and sales activities to ensure that its agents are providing accurate and complete information and complying with all laws and regulations, including these marketing guidelines.

### J. Online Marketing

- 1) The Approved Vendor's marketing material shall not make any statements that it is a representative of, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or a program run by a consumer group, a governmental body or a program run by a governmental body (unless the Approved Vendor is a governmental body or consumer group, or otherwise compliant with the process outlined in Section 1.C.1).c) above).
- 2) If sales representatives use their personal social media accounts to post online advertisements, any marketing and solicitation statements must identify the Community Solar Provider on whose behalf the sales representative is advertising
- 3) Approved Vendors 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.
- 4) Approved Vendors that utilize testimonials in their online marketing materials should reference Section 1.D above for the requirements to properly use testimonials to market their ABP offers to potential Program participants.

## Community Solar Marketing Guidelines

### K. Direct Mail

- 1) Statements in direct mail material shall not claim that the Approved Vendor represents, is endorsed by, or is acting on behalf of, a utility or a utility program, a consumer group or program, or a governmental body or program (unless the Approved Vendor is a governmental body or consumer group, or otherwise compliant with the process outlined in Section 1.C.1).c) above).

### L. Association with Specific Electric Suppliers

- 1) If a community solar subscription contract requires a customer to receive electric service from a specific, designated supplier, the requirement and the name of the designated electric supplier shall be disclosed to the customer. The initial energy supply rate that the customer will be charged must be disclosed on the Community Solar Disclosure Form.
  - a) If the community solar subscription contract requires a customer to receive electric service from an Alternative Retail Electric Supplier, the specific method and formula used to determine the energy supply rate over all the years of the community solar contract shall be disclosed to the customer in the Community Solar Disclosure Form. 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.
- 2) Utility account numbers may be collected incidental to collection of 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 service.
  - a) If the customer does not sign a contract with the Approved Vendor, the Approved Vendor must destroy all paper and electronic records and information related to and including that customer's account number as soon as reasonably possible after the customer has decided not to subscribe.

### M. Records

- 1) An Approved Vendor shall retain each customer's subscription contract for at least six months longer than the duration of the subscription.
  - a) Upon request by the IPA or Program Administrator, the Approved Vendor shall provide these records to the IPA or Program Administrator within twenty-one calendar days.
- 2) Upon the customer's request, the Approved Vendor shall provide the customer with a copy of that customer's fully executed subscription contract via e-mail, U.S. mail or facsimile within twenty-one calendar days. The Approved Vendor shall not charge a fee for the copies if a customer requests fewer than three (3) copies in a 12-month period.
- 3) Approved Vendors shall promptly provide a complete list of agent names and ID numbers upon request by the IPA.
- 4) With respect to information submitted by Approved Vendors into the ABP, the IPA and Program Administrator will provide confidential treatment to commercially sensitive information submitted by Approved Vendors in connection with participation in the ABP designated by Approved Vendors as confidential or proprietary. This includes the assertion of Freedom of Information Act ("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. Approved Vendors must expressly designate any commercially sensitive information as

## Community Solar Marketing Guidelines

“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) in response to an appeal of the Agency’s determination that such information should not be disclosed in response to a FOIA request.

### 3. Disciplinary Determinations and Process

#### A. Disciplinary Process

- 1) At a minimum, and with the exception of situations which the IPA deems an emergency, Approved Vendors or entities acting on behalf of Approved Vendors will be afforded the following:
  - a) In the event that the Program Administrator identifies that it believes an entity is not acting, or has not acted, in compliance with Program requirements in connection with the Program, the Program Administrator will notify the Approved Vendor through an e-mail that:
    - i) Outlines the problematic behavior
    - ii) Explains how the behavior is non-compliant with program requirements
    - iii) Requests more information about the issue
  - b) 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 the allegedly offending party having the opportunity to offer a written or oral explanation of the problematic behavior for review and analysis by the Program Administrator.
  - c) The Program Administrator reserves the right to contact an Approved Vendor’s customers to understand the breadth of a disciplinary issue.
  - d) All disciplinary determinations made by the Program Administrator will be communicated through a written explanation of the determination featuring at least the following:
    - i) A brief explanation of the infractions for which the entity is being disciplined.
    - ii) A timeline of communications between the offending entity and the Program Administrator.
    - iii) Specific reference to which specific Program requirement(s)/guideline(s) the offending entity violated.
    - iv) 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.
    - v) An explanation regarding how the Approved Vendor and/or Designee can appeal the disciplinary determination to the IPA and the deadline for submission applicable to any appeal.
  - e) The Program Administrator’s determinations of discipline may be appealed to the IPA, and the opportunity to appeal (as a well as a deadline by when such appeal should be made) will be communicated by the Program Administrator as part of its determination of discipline.
    - i) To appeal to the IPA, an Approved Vendor should provide to the IPA a request for reconsideration of discipline in writing on company letterhead explaining its rationale

## Community Solar Marketing Guidelines

- for why it believes the Program Administrator’s determination is in error as well as sharing any supporting information, documents, or communications.
- ii) The IPA may request additional information and materials from the Approved Vendor, and/or seek to schedule a call or informal discussion with the Approved Vendor to learn more about the basis for the Approved Vendor’s position.
  - f) The IPA will endeavor to issue final determinations on discipline, including a supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.
  - g) Disciplinary actions will be listed on a publicly available [Disciplinary Actions Report](#).

### B. Consequences for Violation of Marketing Guidelines

- 1) Approved Vendors may be barred from ABP participation as Approved Vendors. Per Section 6.13.3 of the Long-Term Renewable Resources Procurement Plan, “Approved Vendors found by the Agency to have violated consumer protection standards may be subject, at minimum, to suspension or revocation of their Approved Vendor status by the Agency, and if in violation of local, state, or federal law, also potential civil or criminal penalties from other relevant authorities.”
- 2) Approved Vendors may also be subject to forms of progressive discipline. Such forms of progressive discipline include temporary suspension from Program participation, limitations on the extent of Program participation, a prohibition on the ability to serve as an Approved Vendor, and other restrictions on program participation as deemed warranted by the IPA.
- 3) Approved Vendors may also be subject to conditional approval, or denial of status as Approved Vendors, upon the demonstration of a pattern of negative customer experiences or ongoing misrepresentations to customers (whether in Illinois or other jurisdictions) or violations of these requirements.
- 4) Approved Vendors may be subject to other limitations on program participation as the IPA deems appropriate based on the record supporting the disciplinary determination.
- 5) The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing, or other violations of Adjustable Block Program requirements that implicates 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.
- 6) Consumers are able to file complaints with the 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 Program Administrator are published in abridged format on the [Consumer Complaints Database](#). Complainant information is not made public in this database.

*\*\* Some community solar projects submitted into the Adjustable Block Program may involve marketing, sales, disclosures, contracts, and other arrangements that were completed prior to the publication of these Marketing Guidelines. In such cases, the final Community Solar Marketing Guidelines released January 31, 2019 shall apply.*



# Community Solar Standard Disclosure Form

This form gives consumers who are considering subscribing to a community solar project clear information about their subscription. While the purpose of this form is to provide you with clear and accurate information about terms of your community solar subscription, this form is not a substitute for your contract. Do not rely exclusively on this form; read your subscription contract closely before you sign it. The information on this form should be consistent with the contract offered to you.

Community solar is an arrangement by which multiple customers share the economic benefits from electricity produced by a solar photovoltaic (“PV”) system located in the same utility service territory as the subscribers. If you subscribe to a community solar project, you will receive bill credits (measured in dollars) from your energy supplier for the electricity output (measured in kilowatt-hours) attributable to your subscription.

**Do not sign this disclosure form unless you have received and read this form and the informational Illinois Shines brochure found on pages 1-2 of this document.**

## Contact Details

Subscriber	Community Solar Provider*
Name: <b>John Doe</b>	Legal Name: <b>ABC Solar</b>
Address: <b>123 First Street Chicago, IL 60667</b>	Business Address: <b>1018 Second Street Chicago, IL 60622</b>
Phone: <b>773-777-4444</b>	Phone: <b>773-555-8888</b>
Email: <b>john.doe@gmail.com</b>	Email: <b>abcsolar@abc.com</b>
Subscriber’s Electric Utility: <b>ComEd</b>	Name Used for Marketing: <b>N/A</b>
Subscriber’s Utility Account Number: <b>11111</b>	Approved Vendor Program ID # or Designee Program ID #: <b>101</b>
Subscriber’s Meter Number: <b>2345678</b>	Website: <b>ABCDSolar.com</b>
Subscriber’s Energy Supplier (if different from Electric Utility): <b>N/A</b>	

*\*Your Community Solar Provider is the entity that manages subscriptions to your community solar project and serves as your primary subscription contact. Your Community Solar Provider may not be the same entity as the owner/developer of your community solar project.*

## Project Specifications

Project Name:	<b>123 Solar Project – Lake County</b>
Located at:	<b>1512 Lake Street</b> [Address], <b>Mundelein</b> [Municipality] in <b>Lake County</b> [County], <b>Illinois</b> [State]
Estimated total size of the community solar project is:	<b>900 kW AC</b>
Has construction of the community solar project begun?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Has the community solar project been energized and granted permission to operate by the utility?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
The expected date of project energization is:	<b>June 21, 2021</b>
If the community solar project is not completed or energized by December 3, 2021 [date], you will receive a full, partial, or N/A refund of the sum of your community solar payments to date from your community solar provider:	<input checked="" type="checkbox"/> Full <input type="checkbox"/> Partial <input type="checkbox"/> N/A
Your refund will be issued:	<b>December 4, 2021</b> <i>Date or schedule for issuance</i>
Estimated annual production decrease of the community solar project:	<b>0.5 %</b>
Approved Vendor Name and ID # (if different from the Community Solar Provider):	<b>ABCD Solar, 101</b>  <i>The Approved Vendor is the entity that receives incentive payments from the Illinois Shines program to support the development of this community solar project.</i>

## Subscription Specifications

Size of subscription:	<b>8 kW AC</b>
Estimated first year annual electricity production for your subscription:	<b>12,000 kWh</b>
Is there a guaranteed minimum level of electricity production?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Term of your subscription:	<b>10 years and 10 months</b>



Estimated date when you will start receiving bill credits:	<b>July 21, 2021</b>
Deposit, down payment, or initial amount owed at contract signing:	<b>\$0.00</b>
Format of your invoices will be:	<input type="checkbox"/> Electronic <input checked="" type="checkbox"/> Paper <input type="checkbox"/> Choice between electronic or paper invoices

Your subscription is structured as a **per-kilowatt-hour rate schedule** for the bill credits generated from a portion of a community solar project over time.

The per kWh rate for each payment is:	<input checked="" type="checkbox"/> Known <input type="checkbox"/> Not yet known (i.e., variable)
If your per kWh rate is presently known:	<p>The first subscription payment is <b>5.262</b> cents/kWh and is due <b>30 days after system interconnection</b> (for example, 30 days after system interconnection).</p> <p>The final subscription payment is <b>5.262</b> cents/kWh and is due <b>10 years after the first subscription payment</b> (for example, 20 years after the first subscription payment).</p>
A full \$/kWh rate schedule for all subscription payments and when each payment is due is:	<b>Monthly</b>
The frequency of subscription payments is:	<b>Monthly</b>
Will there be an annual escalation rate?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If a payment is made more than 5 days after due date, you will be charged:	<b>\$20</b> OR late payments accrue interest at <b>5%</b> annually.
Is early termination of your subscription permitted for reasons other than moving outside of your electric utility service territory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The circumstances under which you are permitted to terminate your subscription early are:	<b>Change in electricity supplier.</b>
Your community solar provider will or will not impose a fee or penalty for early termination of the subscription?	<input type="checkbox"/> Will <input checked="" type="checkbox"/> Will not

All other fees associated with your community solar subscription, including the amount of each fee and when it is due:

Costs and Fees		
Fees:	Amount:	When It's Due:
Maintenance	\$10	First of month

Information regarding your subscription and your electricity provider and supply rate:

Does your subscription require you to receive service from a specific Alternative Retail Electric Supplier (ARES)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
The method and formula that will be used to determine the energy supply rate over the full term of your community solar subscription is:	Default supply rate for electric utility minus 10 percent

*\*Your subscription payments may not constitute your required payments for electric service from your utility. In addition to the subscription payments paid to the community solar provider, you may be billed for electricity distribution and related services.*

## Savings Estimates

Below is the current default supply rate for your electric utility:

Commonwealth Edison Company: 5.847 cents per kWh

If your electricity supplier is your utility, your subscription will offer you bill crediting at this default supply rate. If your electricity is supplied by an alternative supplier, your bill crediting will be at that alternative supplier's rate.

Your savings will be based on the difference between your subscription price (inclusive of any fees) versus the bill crediting rate. **Two examples are provided below:**

### Savings Examples

- 1) If your subscription price is 5 cents per kWh and you are a ComEd default supply customer, then you will be paying your community solar provider 5 cents per kWh while receiving a credit valued at 5.78 cents per kWh for each kilowatt hour generated by your community solar project subscription. Over one year, if your community solar project generates 5 MWh of energy (5000 kWh) associated with your subscribed share, you will have paid \$250 to your community solar provider while receiving bill credits worth approximately \$289.

- 2) If your subscription price is 10% lower than your supply price (as some subscriptions are structured) and you are a ComEd default supply customer, then you will be paying your community solar provider approximately 5.2 cents per kWh while receiving a credit valued at 5.78 cents per kWh for each kilowatt hour generated by your community solar project. Over one year, if your community solar project generates 5 MWh of energy (5000 kWh) associated with your subscribed share, you will have paid \$260 to your community solar provider while receiving bill credits worth approximately \$289.

**Before signing your subscription agreement, please read your subscription offer carefully to determine your expected savings.**

## Additional Information

Signing this form is required for Illinois Shines, a state-administered incentive program. If you decide to enter into a community solar contract, you will be asked to sign this form prior to signing your community solar subscription contract with your community solar provider, indicating that it has been provided to you. The form will be submitted to the Illinois Shines Program Administrator, and the Program Administrator may contact you to verify that you received and signed the form.

You may rescind your community solar subscription and receive a refund of any deposit paid within three calendar days of signing the contract by contacting your community solar provider.

Program website for more information: [www.illinoisshines.com](http://www.illinoisshines.com)

### Additional Details or Explanatory Information

*\*Nothing listed below shall alter, amend, repeal, or supersede the disclosure requirements contained in this form.*

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## Customer Signature

**Signature:** *By signing this form, you certify that you received and read this form.*

PRINTED NAME: John Doe

SIGN: John Doe DATE: 12/3/2020

Please save a copy of this document for your records.



05.10.2019

# Consumer Protections Guidelines

For Low-Income Distributed Generation Projects

VERSION 3.0

CONSUMER PROTECTIONS GUIDELINES  
FOR LOW-INCOME DISTRIBUTED GENERATION PROJECTS

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## Introduction

In addition to technical system requirements, Approved Vendors in the Illinois Solar for All (“ILSFA”) Program must work within prescribed guidelines that govern their interaction with the marketplace and potential and actual program participants. 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.

Program participants in the context of Low-income Distributed Generation are the property owners that host the photovoltaic (“PV”) system. These participants contract with the Approved Vendor or their agents and receive value from the energy the system produces. These guidelines require that the information shared with participants is clear and accurate to ensure a transparent and positive experience for participants and to mitigate these risks. Approved Vendors are required to indicate their adherence to these guidelines during registration. All aspects of consumer protections will be monitored by the Program Administrator during project and contract approval and are embedded into project approval processes.

These Illinois Solar for All Consumer Protections Guidelines apply to Approved Vendors, Approved Vendor Aggregators, and Aggregator Designees developing Low-income Distributed Generation projects. A separate document will be made available with consumer protections guidelines specifically for Low-income Community Solar projects. Single Project Approved Vendors, while not bound by these guidelines, will be required to follow Consumer Protections Guidelines for Low-income Community Solar when developing those projects.

These guidelines also apply to each Approved Vendor’s agents, subcontractors, and designees. All Approved Vendors are responsible for taking reasonable measures to ensure that agents and subcontractors comply with these guidelines. For example, Approved Vendors who work with installation or sales agents and subcontractors must ensure these entities fully understand and abide by these

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guidelines. Approved Vendor Aggregators who work with Designees, as well as installation, sales or other agents and subcontractors must also ensure these entities fully understand and abide by these guidelines.

For the purpose of the following guidelines, any reference to “Approved Vendor” should be understood to apply to all Approved Vendor types and to their Designees, agents, employees, contractors, and subcontracting or partnering solar installers and marketers. Approved Vendors are responsible for the activities of their agents or subcontractors related to meeting these guidelines and shall monitor marketing and sales activities to ensure that their agents are providing accurate and complete information and complying with all laws and regulations, including these guidelines.

## **Consequences for violation of consumer protections guidelines**

1. Approved Vendors found by the Program Administrator to have violated consumer protection standards may be subject, at minimum, to formal “Probation” status or suspension or revocation from the Illinois Solar for All Program and potentially the Adjustable Block Program, and if in violation of local, state, or federal law, also potential civil or criminal penalties from other relevant authorities. The Illinois Power Agency (“IPA” or “Agency”) reserves the right to refer possible cases of consumer fraud to the Office of the Attorney General of Illinois.
2. Approved Vendors may be subject to conditional approval and other forms of progressive discipline upon discovery of any problems related to consumer protection, including temporary or permanent suspension from program participation.
3. Approved Vendors 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.
4. The Program Administrator’s determinations of discipline due to violations of consumer protection deadlines may be appealed to the IPA, and the opportunity to appeal (as a well as a deadline by when such appeal should be made) will be communicated by the Program Administrator as part of its determination of discipline. To appeal to the IPA, an Approved Vendor should provide to the IPA a request for reconsideration of discipline in writing on company letterhead explaining its rationale for why it believes the Program Administrator’s

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determination is in error as well as sharing any supporting information, documents, or communications. The IPA may request additional information and materials from the Approved Vendor, and/or seek to schedule a call or informal discussion with the Approved Vendor to learn more about the basis for the Approved Vendor's position. The IPA will endeavor to issue final determinations on discipline, including a supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.

## Warranties, Maintenance, and System Removal

1. All Lease and Power Purchase Agreements must include 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, i.e. 15 years.
2. All Lease and Power Purchase Agreements must include an Operations and Maintenance agreement that covers system and component repairs for a period of at least the duration of the REC contract; i.e. greater than 15 years.
3. For lease agreements or power purchase agreements, contracts must provide Participants with the option at the end of their Lease or Power Purchase Agreement period that 1) the system components will be removed at no cost to the Participant, 2) the Participant may purchase the system at a price specified in the disclosure and contract, or 3) the Participant may renew the contract at terms specified in the disclosure and contract.

Agreements for system purchases must offer warranties, as well as operations and maintenance agreements, with any applicable fees and terms specified in the contract.

## Standard disclosures

1. Standard disclosures are required for all Low-income Distributed Generation projects. Disclosures are facilitated via the Approved Vendor portal at [www.illinoisfa.com](http://www.illinoisfa.com). Contract terms and system information are entered into the portal disclosure form, and an automated disclosure is created based on the financial model and project type.
2. Each program participant must receive the completed (i.e., with relevant fields in the disclosure form populated) standard disclosure form prior to contract execution. The Approved Vendor will be required to submit a signed copy (signed either physically or electronically by the participant) of the disclosure form when applying for a REC contract.
3. For Low-income Distributed Generation projects, participants must see standard disclosures at least seven days prior to contract execution.
4. The ILSFA Program Administrator may follow up with customers to confirm that the customer received, understood, and signed the ILSFA Standard Disclosure Form. If, after the Program Administrator's reasonable investigation and subject



CONSUMER PROTECTIONS GUIDELINES  
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to affirmation by the IPA, a customer is found not to have received or understood the ILSFA Standard Disclosure Form, yet signed the form, the Approved Vendor may be subject to discipline for the violation of marketing guidelines.

## Financial requirements

1. All Illinois Solar for All participants must have no up-front payments. In other words, required payments or fees may not begin until the project is energized and producing value for the participant.
2. Approved Vendors must demonstrate that any ongoing costs and fees paid by the participant will not exceed 50% of the value of energy generated by the participant's share of the system.
  - a. Value will be determined by the Participant'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.
  - b. 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.
  - c. Savings is calculated by dividing total system costs by total energy value; energy value will be based on either 1) an average statewide residential equivalent of \$0.1248 per kWh (including delivery and supply charges), or 2) the customers actual rate, determined by averaging the full retail rate 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.
  - d. Energy escalation can be calculated at no more than 1.7% per year.
  - e. Annual cost increases to Participants cannot exceed the energy escalation rate used in that customer's calculations.
3. Approved Vendors will ensure that loans for Low-income Distributed Generation systems will not be secured by the program participant's home or home equity.
4. 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>1</sup>

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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-gm-rule.pdf](http://files.consumerfinance.gov/f/201304_cfpb_compliance-guide_atr-gm-rule.pdf). Under the regulation (12 C.F.R. § 1026.43, issued under authority of 15 U.S.C. § 1639c),

## Participant Data and Income Verification

1. Approved Vendors are required to collect property and contact information for each program participant, including income verification information and limited personally identifiable information.
  - a. Approved Vendors will not initiate the income verification process for a customer without the customer first giving consent.
  - b. Participants must first certify their income eligibility before the Approved Vendor verifies their eligibility. Income qualifications levels by Illinois county/MSA are available on [www.illinoissfa.com](http://www.illinoissfa.com).
  - c. Income verification for ILSFA participants must be done in the prescribed manner detailed in 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 Participant Eligibility and Verification section of this manual.
  - d. All personally identifiable information related to income verification (SSN, income, etc.) will be deleted/destroyed once the participant has been approved by the Program Administrator.
2. The Approved Vendor 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.
3. Any data breach of participant information, including loss of control, compromise, unauthorized disclosure, acquisition or access of that data must be reported to the Program Administrator and affected Participants immediately.
4. Participant or project data may not be given or sold to anyone outside of the Approved Vendor organization or shared with subcontractors or agents other than to conduct the business of Illinois Solar for All project development.
5. In addition, Approved Vendors and their agents will ensure all parties related to ILSFA projects meet the requirements of the Illinois Personal Information Protection Act, 815 ILCS 530.
6. An Approved Vendor must retain each customer's sales or lease contract or power purchase agreement ("PPA") for fifteen years and six months after the energization of the system, or for six months longer than the duration of the lease or PPA, whichever is longer. Upon request by the IPA or Program

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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.

CONSUMER PROTECTIONS GUIDELINES  
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Administrator, the Approved Vendor shall provide these records within twenty-one calendar days.

7. Upon the customer's request, the Approved Vendor shall provide the customer a copy of the fully executed contract via e-mail, U.S. mail, or facsimile within twenty-one calendar days. The Approved Vendor shall not charge a fee for the copies if a customer requests no more than three copies in a 12-month period.

## Marketing materials requirements

1. Approved Vendors and their agents and subcontractors shall not make any demonstrably false or misleading statements.
2. Approved Vendors and their agents and subcontractors shall accurately portray the nature of solar power and renewable energy credits ("RECs"). Approved Vendors shall disclose their intent to sell the project's RECs into the ILSFA Program. Should an Approved Vendor have any questions about whether a statement constitutes accurate portrayal, the Approved Vendor should first submit that statement to the Program Administrator for review. The Program Administrator will endeavor to respond within 5 business days.<sup>2</sup>
  - a. What is the Illinois Solar for All Program?
    - i. 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.
    - ii. 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.
    - iii. Examples of statements companies may not make related to ILSFA.
      1. "We represent the ILSFA Program."
      2. "The ILSFA Program pays incentives to low-income households."
      3. "The ILSFA Program gives RECs to participants."
      4. "The ILSFA Program gives out free solar panels."
    - iv. Examples of statements companies may make related to the ILSFA Program.

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<sup>2</sup> For purposes of these Guidelines, non-business days are weekends and United States federal holidays.

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1. “The ILSFA is a state program that provides an incentive for solar PV systems that serve low-income and environmental justice communities.”
  2. “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.”
  3. “As a participant in ILSFA, you will attain net savings on your electric bill, based on your current supply rates.”  
(except for multifamily, master-metered buildings)
- v. Companies may not make any demonstrably false or unsubstantiated statements about the Illinois Solar for All Program.
- b. What are RECs and why are they valuable?
- i. RECs are created when renewable energy generation systems, including solar panels, generate electricity, but RECs are not the electricity itself. Instead, RECs represent the environmental attributes of that electricity. RECs can be bought and sold, and whoever owns the RECs has the legal right to say they used that “clean” or “renewable” energy.
  - ii. Under Illinois law, utilities are required to supply a certain amount of their energy from renewable sources through the purchase and retirement of RECs. If the RECs from a customer’s PV system are transferred to a utility or the IPA through the ILSFA Program, then that customer should not claim to be using clean or renewable electricity. Thus, Approved Vendors and their subcontractors may not suggest that customers participating in the ILSFA Program will receive or use renewable electricity.
  - iii. Examples of statements companies may not make related to RECs and the energy produced by the system.
    1. “Your home will run on cleaner, greener energy.”
    2. “The sun will provide your electricity.”
  - iv. Examples of statements companies may make related to RECs and the energy produced by the system<sup>3</sup>.
    1. “The renewable attributes (“RECs”) of this electricity will be sold by us to keep the cost of your panels affordable.”
    2. “Your PV system will help Illinois reach its solar goals.”
    3. “Your PV system will create energy from the sun.”

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<sup>3</sup> See 16 C.F.R. § 260.15(d), Ex. 5; also see Federal Trade Commission letter dated February 5, 2015, available at [https://www.ftc.gov/system/files/documents/public\\_statements/624571/150205gmpletter.pdf](https://www.ftc.gov/system/files/documents/public_statements/624571/150205gmpletter.pdf).

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4. “Your PV system will contribute to the development of solar power.”
- c. What is the relationship between the Adjustable Block Program (“ABP”) and the Illinois Solar for All Program?
  - i. The Illinois ABP, like the ILSFA Program, is an incentive program that supports the development of new solar photovoltaic (“PV”) systems in Illinois through the purchase of RECs. While the ABP enables the sale of RECs produced by PV systems to Illinois utilities, the ILSFA Program enables the sale of RECs produced by PV systems to both utilities and the Illinois Power Agency, depending on the source of funding.
  - ii. The ABP will purchase RECs from qualified projects serving any household, business or other entity. The ILSFA Low-income Distributed Generation sub-program specifically serves low-income households.
  - iii. The incentives (value of the RECs purchased) for the ILSFA program are measurably higher than in the ABP, to allow incentives to be passed on to qualified participants and help cover the additional costs associated with marketing, building, and maintaining photovoltaic (“PV”) systems in these communities.
  - iv. Companies may not make any demonstrably false or unsubstantiated statements about RECs.
3. ILSFA sets a goal of allocating 25% of incentives to environmental justice communities across the state. The designation of environmental justice communities is done using a method prescribed in the Long-Term Renewable Resources Procurement Plan (“Plan”).
  - a. This designation is used solely for establishing a mechanism for achieving this goal. The designation does not have specific or implicit purpose outside of this ILSFA allocation goal.
  - b. Further, households that reside within a designated environmental justice community are not qualified to participate in ILSFA because of this designation. Households must still qualify based on income.
  - c. Approved Vendors or their agents and subcontractors will not state that customers will qualify for ILSFA based on residing in an environmental justice community.
4. Approved Vendors are required to include contract provisions that ensure the financial terms between vendors and participants are clear, transparent, and protect participants against unsafe and unfair business practices.
  - a. Clear and transparent financial terms

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- i. Contracts and marketing materials must be presented in the language requested by the participant.
  - ii. All terms and values in the marketing materials, including terms and values related to escalators, financing terms, and rates, must be consistent with terms used in the ILSFA Standard Disclosure Form and the contract.
  - iii. All terms and values related to system production that are used to estimate the customer's financial return in the ILSFA Standard Disclosure Form must be consistent with the system production terms and values that are submitted to the Program Administrator and used to calculate the number of RECs that the system will produce.
  - iv. All marketing materials must be consistent with the ILSFA Informational Brochure.
- b. Talking about financial benefits
- i. Illinois Solar for All requires that all qualified participants see no upfront costs.
  - ii. ILSFA requires that all ongoing costs and fees to participants do not exceed 50% of the value of the energy generated for their share of the system. For Example:
    1. If a Low-income Distributed Generation participant receives \$1,000 of net metering credits on average on their electricity bill annually, their total costs and fees must be less than \$500 on average annually.
    2. If a property owner or manager of a qualified multifamily building that installs a Low-Income Distributed Generation project receives \$1,000 worth of net metering credits on the building's electricity bill annually, they must pass on no less than \$500 annually in additional services to tenants indirectly (through lowered rents, stabilized rents, or other services or improvements).
  - iii. Examples of statements that companies may not make related to whether or how customers will save money:
    1. "If you participate in ILSFA you will save 50% on your energy bills"
    2. "ILSFA guarantees savings on your energy bills."
    3. "ILSFA guarantees 50% savings for all participants."
  - iv. Examples of statements companies may make related to whether customers will save money:
    1. "The ILSFA Program requires that all participants see value from the energy the solar PV system generates."

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2. “ILSFA participants see value from their solar PV system in different ways, depending on the program, property type, or system size.”
      3. “The ILSFA Program ensures that you will pay fees totaling no more than half of whatever electric bill value you receive through the program.”
5. Approved Vendors and their agents shall accurately portray their identities and affiliations.
  - a. All materials shall reflect that the Approved Vendor, or the Approved Vendor’s agent, is not employed by, representing, endorsed by, or acting on behalf of the Illinois Power Agency, the Program Administrator, a utility or a utility program, a consumer group or consumer group program, or a governmental body, except in those cases where the Approved Vendor is a consumer group or governmental body. Approved Vendors and their agents shall refrain from making false claims or creating false impressions regarding their identity and/or affiliations.
  - b. Use of utility or government names and logos
    - i. All marketing materials produced by the Approved Vendor or their agents and subcontractors must be submitted to the Program Administrator for review upon request.
    - ii. Illinois Solar for All standard program brochures or marketing materials may be adapted by the Approved Vendor or their agents and subcontractors only upon review and approval of the Program Administrator.
    - iii. An Approved Vendor or its agent shall not use the logo of a public utility, the Illinois Commerce Commission (“ICC”), the Illinois Power Agency (“IPA”), the Program Administrator, the State of Illinois, the ILSFA Program, or the ABP in any manner, except the following:
      1. An Approved Vendor or its agents and subcontractors may use the IPA or Program Administrator logo only on materials that have been created by the IPA or Program Administrator, including the ILSFA Informational Brochure and the ILSFA Standard Disclosure Form.
      2. An Approved Vendor or its agents and subcontractors may use the Illinois Solar for All logo only on materials that have been created by the IPA or Program Administrator, including the ILSFA Informational Brochure and the ILSFA Standard Disclosure Form.
    - iv. An Approved Vendor or its agent shall not use the name of a public utility, the ICC, the IPA, the Program Administrator, or the State of Illinois in any manner that is deceptive or misleading, including, but not limited to, implying or otherwise leading a customer to believe that an Approved Vendor is soliciting on

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behalf of, or is an agent of, a utility, the ICC, the IPA, or the Program Administrator. For avoidance of doubt, an Approved Vendor can state the fact that it is an Approved Vendor under the IPA's Illinois Solar for All Program.

- v. An Approved Vendor or its agent shall not use the name, or any other identifying insignia, graphics, or wording that has been used at any time to represent a public utility company, the ICC, the IPA or the Program Administrator, or their services, to identify, label or define any of its offers. This does not, however, restrict use of a utility name in describing where an offer is valid.
- vi. IPA and the ILSFA Program Administrator will address any requests for exceptions on a case-by-case basis.

## Marketing behavior requirements

1. Approved Vendors shall comply with all existing local, state, and federal laws.
2. Complaints by Illinois Solar for All participants to the Approved Vendor or the agents or subcontractors related to work done for Illinois Solar for All project development must be reported to the Program Administrator.
3. Complaints issued to the Program Administrator by program participants should be acted upon promptly, with initial contact made within 24 hours of notice.
4. Customers shall not be required to sign up for a specific Alternative Retail Electric Supplier as part of their solar contract.
5. Unfair, deceptive, or abusive acts or practices
  - a. Approved Vendors shall conduct all aspects of their business that touch on customers or their interests without any unfair, deceptive, or abusive acts or practices ("UDAAP").
  - b. Approved Vendors shall regularly examine and consider the possibility of UDAAP violations in all aspects of their business that touch on customers or their interests, including but not limited to marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.
6. Advertising
  - a. No advertising claim by any Approved Vendor should be deceptive or misleading, whether by affirmative statement, implication, or omission, including claims:
    - i. About products or services.
    - ii. About pricing, quality and performance.
    - iii. About participant savings.
    - iv. About contract terms and conditions.
    - v. Or any other program related claims.
    - vi. Made in print, electronic, verbal, and any other medium.
  - b. All claims must be based on factual, verifiable sources.



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- c. Approved Vendors should be familiar with all advertising laws, rules, regulations, and guidance, including Federal Trade Commission guidance on advertising and marketing “green” or “solar” or “renewable” products.
  - d. Approved Vendors should avoid referring to a PV system as “free” in oral or written marketing or sales discussions unless the customer will not pay anything for the PV system or the energy it generates.
7. Sales and marketing interactions
- a. Approved Vendors 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, and any analogous state or local laws. This includes provisions related to:
    - i. Prohibitions against manually dialed calls to wireless numbers;
    - ii. Call time restrictions;
    - iii. Call curfews and banning calls to customers on statutory holidays or during a declared state of emergency;
    - iv. Not autodialing or texting wireless numbers without prior express written consent;
    - v. Limitations on the length of time callers may allow phones to ring;
    - vi. 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;
    - vii. All applicable email requirements, including properly identifying the type of email and opt out provisions.
  - b. Any company marketing, installing, or financing solar projects that will be part of the ILSFA Program must respect the wishes of customers who do not want to be contacted by maintaining accurate and current “do-not-contact” lists of such customers and by requiring its subcontractors to maintain such lists.
    - i. Companies with “do-not-contact” lists that receive customer “do-not-contact” requests through an employee, agent, or contractor must add the customer to their “do-not-contact” lists.
    - ii. Companies with “do-not-contact” lists must ensure that employees, agents and contractors (e.g., solar lead generators) have access to up-to-date “do-not-contact” lists, and that they comply with all laws and the ILSFA program guidelines regarding sales and marketing interactions.
    - iii. Companies with “do-not-contact” lists must have reasonable protocols to ensure that employees, agents, and contractors do not initiate contact with customers on their “do-not-contact” lists.

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- iv. For companies with “do-not-contact” lists, their agents and contractors may contact customers previously listed on a “do-not-contact” list who later initiate contact with companies, their agents, or contractors, but subject to all applicable local, state, and federal limitations on the breadth of such contact.
    - c. Approved Vendors and their agents and subcontractors must conduct business affairs with the goal of openness and transparency and not seek to take advantage of or otherwise exploit a customer’s lack of knowledge. If an Approved Vendor or its agent or subcontractor becomes aware that a customer clearly misunderstands a material issue in a solar transaction or that the system will not work as intended to be used by the customer, the Approved Vendor should correct that misunderstanding.
8. Using Illinois Solar for All Brochures
  - a. The relevant ILSFA Informational Brochure must be presented to the customer at the first contact or first contact after brochure release between the Approved Vendor and customer that occurs in person or online.
  - b. If first contact between an Approved Vendor and customer is by telephone or direct mail, the ILSFA Informational Brochure shall be included at first (if any) follow-up that takes place in person or online. A customer signature is not required at this stage.
  - c. The ILSFA Informational Brochure shall be given to the customer again prior to the execution of any contract, at the point in time at which the contract is executed.
  - d. The ILSFA Standard Disclosure Form is to be completed after system design, and a completed disclosure form must be delivered to the customer before the contract is signed. A representative of the Approved Vendor shall review the disclosure form with the customer before the customer signs it and provide the customer with an opportunity to ask questions about the disclosure form. An electronic signature is permitted.
  - e. The ILSFA Informational Brochure and ILSFA Standard Disclosure Form may be delivered to the customer electronically, but these two documents must be delivered to the customer (and not merely hyperlinked).
9. In-person solicitation
  - a. An Approved Vendor’s agent or representative shall state that he or she represents an independent seller or third-party owner (“TPO”) of PV systems and that he or she is not employed by, representing, endorsed by, or acting on behalf of, a utility, a utility program, a consumer group, a consumer group program, a governmental program, or government body (unless the Approved Vendor is a governmental body or consumer group). The agent shall state the company or organization they work for. If the

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- Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.
- b. In the absence of local ordinances or regulations, Approved Vendors and their agents or representatives 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.
  - c. The Approved Vendor agent or representative 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 without separate consent.
  - d. Each Approved Vendor and its subcontractors shall perform criminal background checks on all employees and agents engaged in in-person solicitation. The Approved Vendor shall maintain a record confirming that a criminal background check has been performed on its employees or agents in accordance with this Section. 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 subcontractor should use their reasonable judgement in evaluating the suitability of any other employees or agents with records for other offenses for in-person solicitations and is not prohibited from otherwise employing persons with criminal records or using such persons for in-person solicitations.<sup>4</sup>

10. Telemarketing

- a. In addition to complying with the Telephone Solicitations Act [815 ILCS 413], an Approved Vendor's agent or representative who contacts prospective participants or participants by telephone for the purpose of selling or leasing PV systems or signing up prospective participants or participants for PPAs shall provide the agent's name and identification number. The Approved Vendor agent shall state that they represent an independent seller or TPO of PV systems. An Approved Vendor's agent or representative shall not state or otherwise imply that they are employed by, representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or a consumer group program, or a governmental body or a program of a governmental body (unless the Approved Vendor is a governmental body or consumer group). If the Approved Vendor would like to inform potential customers of an

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<sup>4</sup> These guidelines are not intended to be inconsistent with Approved Vendors' 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 2-16-054.

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endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.

11. Direct Mail

- a. Statements in direct mail material shall not claim that the Approved Vendor represents, is endorsed by, or is acting on behalf of, a utility or a utility program, a consumer group or program, or a governmental body or program (unless the Approved Vendor is a governmental body or consumer group). If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.

12. Online Marketing

- a. Each Approved Vendor offering sale or lease of PV systems to prospective participants or participants online or seeking to sign up prospective participants or participants for PPAs online, shall clearly and conspicuously make available the ILSFA Informational Brochure. The Approved Vendor's marketing material shall not make any statements that it is a representative of, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or a program run by a consumer group, a governmental body or a program run by a governmental body (unless the Approved Vendor is a governmental body or consumer group). If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.

13. Conduct and training of agents, representatives, and contractors

- a. An Approved Vendor's agent or representative shall be knowledgeable of the requirements applicable to the marketing and sale of PV systems service to the applicable customer class.
- b. All Approved Vendor agents or representatives must be familiar with the PV systems that they sell, including the fundamentals of how the PV systems work, types of contracts offered (e.g., sale, lease, PPA), payment and billing options, the customer's right to cancel, and applicable termination fees, if any. In addition, the Approved Vendor agents must have the ability to provide the customer with a toll-free number for billing questions, disputes and complaints, as well as the Program Administrator's toll-free phone number for complaints.
- c. Approved Vendor agents and representatives shall not utilize false, misleading, materially inaccurate, or otherwise deceptive language or materials in soliciting or providing services. Should an Approved Vendor have any questions about whether certain language or materials would be considered false, misleading, inaccurate, or deceptive, please submit that statement to the Program Administrator for review.
- d. Account numbers can be collected incidental to collection of historical usage information. Account numbers or information obtained for this

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purpose shall not be used to solicit or offer any ARES supply service. If the customer does not sign a contract with the Approved Vendor or subcontractor, the Approved Vendor must delete all information related to and including that customer's account number.

- e. All Approved Vendor agents or representatives engaged in any solicitation behavior connected to systems participating in the ILSFA Program shall complete a training program conducted by the Approved Vendor (or their employee or agent) that covers the applicable Sections of these marketing behavior guidelines. The Approved Vendor shall document the training of its agents and representatives and provide a certification to the Program Administrator showing that an agent or representative completed the training program prior to an agent being eligible to market or sell PV systems under 25 kW that will be part of the ILSFA Program. Upon request by the Program Administrator or the IPA, an Approved Vendor shall provide requested training materials and training records within seven business days.
- f. The IPA and the Program Administrator reserve the right to produce standardized training materials and to require vendors to use those materials to supplement whatever other materials they may use.
- g. When an Approved Vendor contracts with an independent contractor or subcontractor vendor to solicit customers on the Approved Vendor's behalf, the Approved Vendor shall confirm that the contractor or vendor has provided training in accordance with this Section.

14. Customers not fluent in English

- a. Contracts and marketing materials must be presented in the language requested by the participant.
- b. If any sales solicitation, agreement, contract, or verification is translated into another language and provided to a customer, all the documents must be provided to the customer in that other language.
- c. 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, the Approved Vendor agent shall find another representative fluent in the customer's language, use an interpreter, or terminate the contact with the customer. When the use of an interpreter is necessary, a form consistent with Section 2N of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505) must be completed.
- d. During a telephone solicitation, when it would be apparent to a reasonable person that a customer's English language skills are insufficient to allow the customer to understand a telephone solicitation in English, or the customer or another person informs the agent of this circumstance, the agent must transfer the customer to a representative

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- or interpreter who speaks the customer's language, if such a representative is available, or terminate the call.
15. Respecting a customer's request to not be contacted or to terminate contact
    - a. An Approved Vendor's agent or representative making an in-person visit or solicitation shall immediately leave the premises at the customer's, owner's, or occupant's first request.
    - b. An Approved Vendor's agent or representative making a telephone call to a prospective customer shall terminate the phone call at the request of the prospective customer.
    - c. An Approved Vendor'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.
  16. Identification of salespeople
    - a. Approved Vendor agents or representatives who engage in in-person solicitation for PV systems under 25 kW shall display identification on an outer garment. This identification shall be visible at all times and prominently display the following:
      - i. The Approved Vendor agent's full name in a clear and reasonable size font
      - ii. An agent ID number;
      - iii. A photograph of the Approved Vendor agent; and
      - iv. The trade name and logo of the company the agent is representing.
    - b. If the identification only includes the required information listed above (agent's name, agent's ID number, agent's photo, and trade name and logo of the company the agent is representing), this identification is not required to be submitted to the Program Administrator for review as marketing materials. If the identification displayed by Approved Vendor agents includes additional information, that identification is subject to Program Administrator review to ensure that it does not conflict with the guidelines for marketing materials.
  17. The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing to the Office of the Illinois Attorney General, consumer protection groups, local authorities, and/or others.

## **Systems energized on or after June 1, 2017 and before these guidelines were issued**

1. Some Low-income Distributed Generation projects submitted as batches into the ILSFA Program will involve marketing, sales, disclosures, contracts, and other

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- arrangements that were completed prior to the full development and final publication of these guidelines.
2. For such systems, the Illinois Commerce Commission's Order in Docket No. 17-0838 requires the following for consumer protection:
    - a. A signed contract amendment, that brings the contract into full compliance with the ILSFA Distributed Generation minimum contract requirements issued by the Agency and Program Administrator pursuant to the Plan;
    - b. The ILSFA Standard Disclosure Form, signed by the customer post-contract execution; and
    - c. Proof that the ILSFA Informational Brochure was provided to the customer.
  3. The above-mentioned materials must be provided by the Approved Vendor at the time the project applies to the ILSFA Program.
  4. Approved Vendors and their agents and representatives shall ensure that if any prior statements or representations are inconsistent with these Guidelines, that they clearly update and correct those statements and representations with the Participant.
  5. Attached at the end of this document is an attestation form that Approved Vendors must complete at the Part I application stage for any Low-Income Distributed generation project, related to compliance with these Consumer Protection Guidelines, provision of a Standard Disclosure Form and ILSFA Informational Brochure, and compliance with ILSFA Distributed Generation Contract Requirements. For projects that were energized on or after June 1, 2017 and before the issuance of these final consumer protection guidelines, the attestation form is meant to allow for the possibility that the home or building owner is not responsive to good-faith attempts to contact him/her for this purpose or refuses to sign an amended contract or disclosure form. If the Approved Vendor claims that the customer could not be reached and/or refused to sign a revised contract or ILSFA Standard Disclosure Form, then the Program Administrator may attempt to contact that customer or system host to confirm this claim.
  6. The IPA and its Program Administrator retain the ability to exclude projects that, in their determination, represent deceptive marketing or bad faith business practices through complaints or other information brought to their attention (whether or not customers have signed contract amendments or disclosure forms), and will "monitor, to the extent possible, potential Approved Vendors' conduct to ensure good-faith attempts of compliance with the spirit of pending consumer protection requirements." (See ICC Order of April 3, 2018 at 107).

## Site Assessments and Inspections

1. Approved Vendors and their agents or subcontractors must ensure properties assessed for Low-income Distributed Generation are suitable for solar installation.
2. An installer's representative shall follow all technical system requirements as outlined in the Approved Vendor manual.
3. An installer's representative shall evaluate the site's azimuth, orientation, and shading before designing a system. The system must be designed before the customer signs a contract.
4. An installer's representative shall assess the property according to the Site Suitability Guidelines and attest that all roofing, structural, electrical, and health and safety requirements are met, or a mitigation plan is in place that ensures they will be met prior to installation.
5. The Site Suitability Report will be signed by the installer's representative and a copy delivered to the property owner or manager and the Program Administrator with project submission.
6. Approved Vendors and their installer representatives will ensure that photo documentation is provided according to established protocols, including for Part I and Part II project application stages.
7. Approved Vendors and their installer representatives will ensure that all property owners and managers are aware of onsite inspection requirements and that access is granted for these facility inspections as requested.
8. Approved Vendors and their installer representatives will comply with prescribed inspection schedules to be conducted by the Program Administrator, including 100% of the first five Approved Vendor installations, 30% of the next 10 Approved Vendor installations, and 20% of the remaining Approved Vendor installations selected randomly.
9. Inspections will follow best practices as prescribed in the Inspections section of the Approved Vendor manual, and this schedule of inspections can change based on quality of workmanship and program needs.



## Attestation

**ILLINOIS SOLAR FOR ALL PROGRAM  
LOW-INCOME DISTRIBUTED GENERATION PROJECT  
APPLICATION**

**PART I ATTESTATION FOR APPROVED VENDORS**

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Approved Vendor:

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Project Location:

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Name of system host:

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Date of installation contract execution:

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Date of installation contract amendment (if any):

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Date of project energization (if applicable):

As part of the Approved Vendor's application of this project to the Illinois Solar for All Program ("ILSFA"), the Approved Vendor attests to all of the following:

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## 1. MARKETING COMPLIANCE

With respect to this project, any and all marketing activity that occurred after the IPA released its final ILSFA Distributed Generation Consumer Protections Guidelines on **May 10, 2019** was fully compliant with those Guidelines.

## 2. DISCLOSURE FORM AND BROCHURE

*Please choose A or B*

A.  A Standard Disclosure Form signed by the system host, including an attestation that the ILSFA Distributed Generation Informational Brochure was received, is being provided with this application.

-or-

B.  This project was energized or went under contract for installation prior to the release of final consumer protection materials on **May 10, 2019**. With respect to this project, good-faith, diligent efforts after that date to provide the Standard Disclosure Form and the ILSFA Low-Income Distributed Generation Informational Brochure to the system host were unsuccessful or resulted in the system host's refusal to sign the disclosure.<sup>5</sup>

## 3. INSTALLATION CONTRACT

A.  The installation contract signed between the Approved Vendor (or its agent) and the system host is fully consistent with information in the Standard Disclosure Form provided to the system host and Program Administrator.

B.  The installation contract signed between the Approved Vendor (or its agent) and the system host provided the host with a 7-business\_day right to cancel the contract. [If the contract was executed prior to the date of publication of final Consumer Protection Guidelines on **May 10, 2019** and if no construction work had commenced prior to that date, the 7-business day

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<sup>5</sup> Please note that this attestation option cannot be exercised until 7 calendar days have passed after the disclosure form is generated and provided to the system host.

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rescission option could have been provided after that date; if construction work had commenced prior to that date, the rescission option is not required and this box may still be checked.]

*Please choose only one of C or D*

C.  The installation contract signed between the Approved Vendor (or its agent) and the system host is fully compliant with all ILSFA minimum Distributed Generation Contract Requirements published by the IPA on **April 12, 2019**.

**-or-**

D.  If an installation contract was executed between the Approved Vendor (or its agent) and the system host prior to the IPA’s publication of final ILSFA Distributed Generation Contract Requirements on **April 12, 2019**, please check **one** of the following:

The Approved Vendor (or its agent) has executed a signed contract amendment with the system host that brings the contract into full compliance with all minimum contract requirements published by the IPA on **April 12, 2019**.

The original installation contract was already fully compliant with the final contract requirements published by the IPA on **April 12, 2019**.

The Approved Vendor’s (or its agent’s) diligent, good-faith efforts to contact the system host using all known contact information, following the release of the IPA’s final ILSFA installation contract requirements, were unsuccessful.

The system host refused to sign the contract amendment.

Other (please explain):

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CONSUMER PROTECTIONS GUIDELINES  
FOR LOW-INCOME DISTRIBUTED GENERATION PROJECTS

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# Standard Disclosure Form

## Distributed Generation PV System Lease Option

### Before You Sign a Binding Contract

The proposed agreement described in this disclosure represents the terms for **leasing a photovoltaic (PV) system** that will be installed on your property. Another party will own the system. Because you will not own the PV system you are leasing, you are not eligible to take the federal income tax credit for PV system owners.

The purpose of this form is to provide you with clear and accurate information about the terms of your lease, but this form is not a substitute for your contract. Do not rely exclusively on this form for your lease agreement. You should read your lease agreement closely before you sign it. The Illinois Solar for All program requires that you are presented with this disclosure at least seven days before signing your lease agreement. You may want to discuss the information presented here with an accountant or financial professional during those seven days. You will have another seven days after signing the lease contract to terminate that contract.

**Please print and save this document for your records.**

Your Property	Your Seller	Your Approved Vendor
Name:	Name:	Name:
Street:	Street:	Street:
Apartment/Suite:	Apartment/Suite:	Apartment/Suite:
City:	City:	City:
State:	State:	State:
Zip:	Zip:	Zip:
Phone:	Phone:	Phone:
Email:	Email:	Email:

If you have questions after reviewing this Disclosure Form, contact your Approved Vendor or Seller (these may be different companies). You can also contact the Illinois Solar for All Program Administrator via email at [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or via phone at **1-888-970-ISFA (4732)**.



## Financial Summary

The following is a summary of important financial information you need to know about the PV system your Seller has designed for you. More detailed information about the system design, costs, and savings can be found further in this form.

### SYSTEM SIZE

		Any system size variations once submitted for approval that is plus or minus more than 5% of the specifications listed here will require completion and submission of a new Disclosure Form. The Disclosure Form should exactly match the contract.
kW DC	kW AC	

### SUMMARY OF COSTS AND SAVINGS

Estimated Monthly Savings	\$	The estimated average amount of total savings you will see monthly in dollars.
Upfront Costs	\$0	The amount you pay upfront, before the PV system starts producing energy <b>is always \$0</b> .
First Year Costs	\$	The estimated total costs and fees you pay over the first year of the contract.
First Year Energy Produced	kWh	The estimated amount of energy in kilowatt hours your system will produce in the first year.
First Year Energy Value	\$	The estimated amount of value in dollars your system will generate in the first year.
First Year Energy Value Savings Dollars	\$	The estimated amount of total savings you will see in the first year in dollars. This is calculated by subtracting the first-year costs from the energy value produced.
First Year Energy Value Savings Percent	%	The estimated amount of savings you will see in the first year as a percent. The total savings divided by the total energy value <b>must be at least 50%</b> .
Costs Over the Full Contract Term	\$	The estimated total costs and fees you pay over the full contract term of ___ years.
Energy Produced Over the Full Contract	kWh	The estimated number of kilowatt hours produced by your system over the full contract term (___ years).
Energy Value Over the Full Contract Term	\$	The estimated amount of value in dollars your system will earn you over the full term of the contract (___ years).
Energy Value Savings in Dollars	\$	The estimated amount of savings you will see over the term of the contract in dollars (___ years). This is calculated by subtracting total costs from total energy value produced.
Energy Value Savings as a Percent	%	The estimated amount of total savings you will see over the full contract term as a percent (___ years). The total savings divided by the total energy value <b>must be at least 50%</b> .



## Your Estimated Savings Over the Term of Your Contract

The following estimates provide an indication of projected savings over the full term of your contract. The variation in savings is based on different assumptions of how much energy costs will increase over this time. There are three savings amounts presented here, using a low annual energy cost increase assumption, as well as an average and a high increase.

	<b>per kWh</b>	Your Approved Vendor can use your relevant utility rate (\$.13093 per kWh for ComEd or \$.096271 per kWh for Ameren) or they can take your average electricity rate from 12 consecutive months of electricity bills.
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Energy Escalation Rate		Total Estimated Savings
Low Estimate	0.5%	\$
Average Estimate	1.7%	\$
High Estimate	2.5%	\$

## The Terms of Your Lease Agreement

You have selected to **lease** the PV system and will pay for your system in regular payments for a pre-determined length of contract of **no less than 15 years**. The lease agreement proposed for you requires that you pay \$\_\_\_\_\_ for a total of \_\_\_\_\_ payments, plus any additional fees listed below. Your payments will increase \_\_\_\_\_% each year. You will not be charged any costs or fees until your system is energized and you begin to see credits on your electricity bill. The following tables include important information about the terms of your lease agreement, along with projected costs and savings.

Terms of the Lease		
Upfront costs	<b>\$0</b>	The amount you are required to pay before you start receiving energy. <b>This is always \$0.</b>
Length of contract	<b>years months</b>	The length of time you are required to make lease payments.
Payment amount	<b>\$</b>	The dollar amount of each lease payment.
Frequency of lease payments		How often you make lease payments. For example, you may be required to pay monthly.
Payment increases <sup>1</sup>		The rate at which your payments will increase annually, if at all. Payments will increase by _____% every year.
First payment due		The date when your first payment is due. For example, 30 days after system is energized.
Contingent on Illinois Solar for All		Is this agreement contingent on the project being selected by the Illinois Solar for All program?

<sup>1</sup> Many lease contracts increase a lessee's payments on an annual basis to account for inflation and projected annual increases in electricity rates. These escalation rates compound, meaning they apply not only to the initial lease payment rate, but also to the increases added annually. The savings calculated for you in this Disclosure Form account for all these increases to give you a clear estimate of all your costs and savings over time. Your annual costs cannot increase more than the rate at which energy costs are projected to increase or no more than 2.5%.



## The Costs and Fees Associated with Your Lease Agreement

The following are the costs and fees associated with installing and maintaining your PV system over the full term of the lease. Some services may not have associated fees. Some costs or fees may or may not be included in your lease payments, and therefore may require payment separately. Some payments may be conditional, such as a late fee that will not be charged unless you have a late payment. Please read each item to understand what payments you are required to pay and when.

Costs and Fees				
System cost	Are you charged these fees? <b>Yes</b>	Are these fees included in your payment? <b>Yes</b>	\$	The total cost of the system, including design, components and equipment and installation is <b>always included in your payment.</b>
System warranty fee	The system warranty is included at no cost to the customer.			
System maintenance fee	System maintenance is included at no cost to the customer.			
Document preparation fees	Are you charged these fees?	Are these fees included in your payment?	\$	Any administrative costs associated with originating the lease agreement.
Internet non-connection fee	Are you charged these fees?	Are these fees included in your payment?	\$	If you do not maintain a high-speed internet connection to facilitate the transmittal of generation data from your system for creating RECs, you may be charged a fee by the lessor to cover the cost of such a connection.
Estimated system removal fee	System removal is included at no cost to the customer.			
Automated clearinghouse fee	Are you charged these fees?	Are these fees included in your payment?	\$	You may be required to make payments are made through an electronic transfer of funds that include enrollment fees.
Uniform Commercial Code Notice Removal and Re-filing fee	Are you charged these fees?	Are these fees included in your payment?	\$	A filing fee to protect the Seller's equipment. <sup>2</sup>

<sup>2</sup> Some PV system Sellers will file a Uniform Commercial Code-1 filing statement, often referred to as a "fixture filing" or a "UCC-1 filing," which allows them to legally take possession of the system if you breach your contract. A fixture filing can make it more complicated for you to refinance your mortgage or convey the value of the real estate equipped with the PV system.





Any Other Fees:			
	Included in lease payment:	\$	
	Included in lease payment:	\$	
	Included in lease payment:	\$	

Financial Fees:				
Returned checks fee	Are you charged these fees?	Are these fees included in your payment? <b>No</b>	\$	The fee charged each time a check is returned for insufficient funds when making a payment.
Late payment fee	Are you charged these fees?	Are these fees included in your payment? <b>No</b>	-	If a payment is made more than _____ days after due date, you will be charged \$_____ OR late payments accrue interest at _____% annually. These fees are not included in your lease payment.
Early termination fee	Are you charged these fees?	Are these fees included in your payment? <b>No</b>	See Description Below	If the lessor imposes an early termination fee or penalty, the amount of the fee/penalty will be calculated in the following way described below. This fee is not included in your lease payment.

**Early Termination Fee/Penalty Calculation Description:**

<p style="text-align: center; font-size: 2em; opacity: 0.5;">SAMPLE</p>
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Your lease payments will not constitute your total monthly payment amount for electric service from your utility. In addition to the lease payments, you will still receive an electricity bill from your current electricity provider. Even with two bills, you can still see significant savings. Below is an estimate of savings over 25 years.



## Installation

The PV system being installed is owned by \_\_\_\_\_. The installation of a PV system typically begins \_\_\_\_\_ days after your contract is signed and typically takes \_\_\_\_\_ days to complete.

The PV system being installed will be \_\_\_\_\_.

## System Assumptions and System Components

- Size of system in kilowatts (kW): \_\_\_\_\_ kW DC and \_\_\_\_\_ kW AC.
- Estimated gross annual electricity production in kilowatt-hours from your system in the first year: \_\_\_\_\_ kWh
- Estimated annual system production decrease (degradation): \_\_\_\_\_ %
- Expected life of the system: \_\_\_\_\_ years

The manufacturer of the PV Modules is \_\_\_\_\_ OR your modules will be provided by one of the following three manufacturers:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

An inverter is another important component of the PV system because it turns DC electricity into AC electricity that you can use for your property. The manufacturer of the inverter for this system is \_\_\_\_\_. The model of the inverter is \_\_\_\_\_ OR the PV system will use one of the following three inverter makes and models:

1. Make: \_\_\_\_\_ Model: \_\_\_\_\_
2. Make: \_\_\_\_\_ Model: \_\_\_\_\_
3. Make: \_\_\_\_\_ Model: \_\_\_\_\_

The lessor is providing you with a:

\_\_\_\_\_ : System performance or electricity production guarantee

\_\_\_\_\_ : Other type of system guarantee (please specify)

\_\_\_\_\_ : No system guarantee

Unauthorized modification of the PV system, including the relocation of it, is prohibited.



## System Operations, Maintenance, and Warranties

To ensure your system produces optimally, it will require routine maintenance, much like other parts of your home. Routine maintenance must be included as part of your agreement **at no extra cost**. The system maintenance will be provided by \_\_\_\_\_ for \_\_\_\_\_ years.

Are repairs to your system that go beyond routine maintenance covered by your system lease contract?

\_\_\_\_\_

If yes, \_\_\_\_\_ is responsible for making repairs to your PV system for \_\_\_\_\_ years.

Does the system include a **warranty for improper installation**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

Does this agreement include a manufacturer's **warranty for the PV modules**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

Does this agreement include a manufacturer's **warranty for the inverters**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

Does the system include a **warranty against roof leaks caused by installation**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years and is provided by \_\_\_\_\_.

Will the Lessor **insure for loss or damage to the system**? \_\_\_\_\_

If yes, except under the following circumstances:

It is important to understand that you may be responsible for obtaining insurance coverage for any loss or damage to the PV system that is not covered by the warranties listed above. Consult an insurance professional to understand how to protect yourself against the risk of loss or damage to the PV system. Unauthorized modification of your PV system, including the relocation of it, is prohibited under Illinois Solar for All.



## End of Lease, Renewal, and System Removal

At the end of the lease term, the Lessor must provide you with the following options:

**1. Removal of the system at no cost to you.**

*Will the Lessor return any portions of the system's site to its original condition upon the removal of the system (ordinary wear and tear excepted)? \_\_\_\_\_*

**2. Buy-out of the system. What are the terms of the transfer of ownership?**

**3. Renewal of the lease. What are the terms of the lease renewal?**

## If You Move

If you move, the Lessor must allow you the option to transfer the system or buy the system outright. *The transfer will be subject to the following conditions:*

\_\_\_\_\_ : Credit check of the home purchaser(s)

\_\_\_\_\_ : Minimum FICO score requirement: \_\_\_\_\_ (dependent upon the customer's credit criteria at the time of system transfer)

\_\_\_\_\_ : Transfer fee of \$ \_\_\_\_\_

\_\_\_\_\_ : Assumption of the PPA agreement by the home purchaser(s)

\_\_\_\_\_ : Other \_\_\_\_\_

\_\_\_\_\_ : No requirement to transfer

*The buy-out will be subject to the following conditions:*



## Default

If you default on your payments, the Lessor must allow you the option of 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. The following are the terms of the forbearance:

## How Much Will A PV System/Electricity Cost?

The amount you will pay will vary based on 1) the system size, 2) whether you purchase or lease the PV system or simply buy the electricity, and 3) the terms of your contract. Please read this Disclosure Form carefully to better understand all potential costs and values before you sign the contract. All savings are estimated based on your proposed contract terms, the system design, program requirements, and other important details are outlined in this Disclosure Form. Although many of the details described here are estimates, they provide a fair representation of what you can expect to pay and save. All participants in Illinois Solar for All are ensured a minimum amount of financial savings with all contracts, as well as important consumer protections.

## Important Solar Power Concepts

### RENEWABLE ENERGY CREDITS

Renewable Energy Credits (“RECs”) are created when PV systems generate electricity, but they are not the electrical energy itself. Instead, they represent the environmental value of the electricity generated from a PV system. RECs are important because they can be bought and sold separately from the energy. System owners can sell RECs to help pay for a solar installation. Illinois Solar for All makes solar affordable by allowing system owners to sell RECs and requires that those incentive dollars are used to pass savings on to participants. The following table outlines the details on the sale of the first 15 years of RECs of your proposed PV system.

RECs Generated	Value per REC	Total REC Value
	\$	\$
The estimated total number of RECs generated over 15 years.	The fixed price paid for each REC sold.	The estimated value of all RECs generated over 15 years.



## NET METERING

Net metering is an agreement between you and your electricity supplier. A net metering agreement allows you to sell back any excess energy to your supplier each month with each kilowatt-hour (kWh) you sell appearing as a credit on your electricity bill. With net metering, you are charged only for the net amount of energy you use during each billing period (i.e., the amount of energy delivered to you minus the excess amount you send back to your supplier). If you send more energy to your supplier than is delivered, you can receive credits on your bill.

## INTERCONNECTION

Interconnection is the process for getting approval to connect your PV system to the power grid. With Illinois Solar for All, your Approved Vendor, or their agent, will apply for interconnection on your behalf. A completed interconnection agreement must be in place before the PV system can be energized. The interconnection rules may vary based on location and utility service territory. If your system is in the service territory of an Illinois municipal electric utility or rural electric cooperative, you should contact them for their interconnection requirements.

- *This is who will submit the interconnection application on your behalf:*

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- *This is who will submit the net metering application on your behalf:*

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## Is Your Property Ready for Solar?

Before solar can be installed, it's important to determine whether your property is suitable for solar. Illinois Solar for All requires that your Approved Vendor or Installer inspects your property to ensure various conditions are met before installation can begin, including:

- The property roof is in good condition and has at least 15 years of life left.
- Your property has the structural capacity to hold the weight of a PV system.
- Your electrical systems are safe, meet local code requirements and the requirements of the proposed PV system.
- The areas where installation crews will work are free and clear of obstructions and hazardous materials.
- Your property has minimal obstructions that cause shading, like trees and taller buildings.
- For ground-mounted systems, the site has minimal obstructions, flooding or contamination.

The Seller or Installer will inspect your property before presenting a contract and will submit a Site Suitability Report to you and the Program Administrator. If issues are found that need to be corrected, this report will detail a corrective plan. If repairs are needed, the Illinois Solar for All Approved Vendor must identify the plan for the repairs and how they will be paid for, ensuring that such costs do not place an unsustainable financial burden on the participant.



## Complaints

If you have complaints related to the system or this lease process, first try to resolve the problem with your Installer or Approved Vender. If you can't agree with the company about how to solve the problem, you may contact the Illinois Solar for All Program Administrator by emailing [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or by calling 1-888-970-ISFA (4732). If you believe you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

Chicago  
800-386-5438  
TTY: 800-964-3013

Springfield  
800-243-0618  
TTY: 877-844-5461

Carbondale  
800-243-0607  
TTY: 877-675-9339

Spanish language support and information is available at 1-866-310-8398.

Visit the Illinois Solar for All website at [www.IllinoisSFA.com](http://www.IllinoisSFA.com) for more information or call the toll-free number at **1-888-970-ISFA (4732)**.

## Customer Signature

### Please Initial

\_\_\_\_\_ The person or company presenting this Disclosure Form as provided me with a copy, either electronic or printed, of the Illinois Solar for All Distributed Generation Brochure, and I have had the opportunity to ask questions about it.

### Signature

*\*By signing this form, you certify that you received and read this form.*

PRINTED NAME: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

**Please print and save this document for your records.**



# Standard Disclosure Form

## Distributed Generation PV System Power Purchase Agreement (PPA) Option Before You Sign a Binding Contract

The proposed agreement described in this disclosure represents the terms for a **power purchase agreement (PPA) for a photovoltaic (PV) system** that will be installed on your property. With a PPA, another party will own the system and you will purchase the electricity generated at a discounted, fixed rate. Because you will not own the PV system being installed, you are not eligible to take the federal income tax credit for PV system owners.

The purpose of this form is to provide you with clear and accurate information about the terms of your agreement, but this form is not a substitute for your contract. Do not rely exclusively on this form for your PPA agreement. You should read your PPA agreement closely before you sign it. The Illinois Solar for All program requires that you are presented with this disclosure at least seven days before signing your PPA agreement. You may want to discuss the information presented here with an accountant or financial professional during those seven days. You will have another seven days after signing the contract to terminate that contract.

**Please print and save this document for your records.**

Your Property	Your Seller	Your Approved Vendor
Name:	Name:	Name:
Street:	Street:	Street:
Apartment/Suite:	Apartment/Suite:	Apartment/Suite:
City:	City:	City:
State:	State:	State:
Zip:	Zip:	Zip:
Phone:	Phone:	Phone:
Email:	Email:	Email:

If you have questions after reviewing this Disclosure Form, contact your Approved Vendor or Seller (these may be different companies). You can also contact the Illinois Solar for All Program Administrator via email at [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or via phone at **1-888-970-ISFA (4732)**.





# Financial Summary

The following is a summary of important financial information you need to know about the PV system your Seller has designed for you. More detailed information about the system design, costs, and savings can be found further in this form.

## SYSTEM SIZE

		Any system size variations submitted for approval that is plus or minus more than 5% of the specifications listed here will require completion and submission of a new Disclosure Form. The Disclosure Form should exactly match what is presented in the contract.
kW DC	kW AC	

## SUMMARY OF COSTS AND SAVINGS

<b>Current Average Residential Electricity Rate</b>	\$ / kWh	The amount the average residential household pays for their electricity as a cost per kilowatt hour (kWh).
<b>PPA Starting Rate</b>	\$ / kWh	The starting rate at which you will buy electricity with this PPA agreement.
<b>Estimated Monthly Savings</b>	\$	The net estimated average amount of total savings you will see monthly in dollars. This is based on your total first year costs and total first year energy value.
<b>Upfront Costs</b>	\$0	The amount you pay upfront, before the PV system starts producing energy <b>is always \$0.</b>
<b>First Year Costs</b>	\$	The estimated costs and fees you pay over the first year
<b>First Year Energy Produced</b>	kWh	The number of kilowatt hours produced by your system in the first year.
<b>First Year Energy Value Savings Dollars</b>	\$	The estimated amount of savings you will see in the first year in dollars. <b>This must be at least 50%.</b>
<b>First Year Energy Value Savings Percent</b>	%	The estimated amount of total savings you will see in the first year as a percent. The total savings divided by the total energy value <b>must be at least 50%.</b>
<b>Costs Over the Contract Term</b>	\$	The estimated costs and fees you pay over the term of the contract.
<b>Energy Produced Over the Full Contract</b>	kWh	The estimated number of kilowatt hours produced by your system over the term of the contract.
<b>Energy Savings in Dollars</b>	\$	The estimated amount of savings in dollars you will see over the term of the contract.
<b>Energy Savings as a Percent</b>	%	The estimated amount of total savings you will see over the term of the contract as a percent. <b>This must be at least 50%.</b>

## The Terms of Your PPA Agreement

You have selected to purchase electricity through a **power purchase agreement (PPA)**. With a PPA, the PV system is installed on your property and owned by a third-party. You agree to purchase the electricity generated from that PV system at an agreed rate. This rate may change over time to account for the increased cost of energy. The PPA agreement proposed for you requires that you pay an initial rate of \$ \_\_\_\_\_ per kilowatt hour for all the electricity produced by the system paid \_\_\_\_\_ for a total of \_\_\_\_\_ years. This rate will increase annually at a rate of \_\_\_\_\_ %. You will not be charged any costs or fees until your system is energized and you see credits on your electricity bill. The following tables include important information about the terms of your PPA agreement, along with projected costs and savings.

Terms of the PPA		
Upfront costs	\$0	The amount you are required to pay before you start receiving energy from the installed PV system. <b>This is always \$0.</b>
Length of contract	years months	The length of time you are required to make payments.
Initial rate per kWh	\$	The amount you pay for energy produced by the system. This is always a <b>minimum of 15 years</b> .
Frequency of PPA payments		How often you make payments. For example, you may be required to pay monthly.
Annual payment increases <sup>1</sup>		The rate at which your cost per kilowatt hour will increase over time, if at all. Payments will increase by _____ % every year.
First payment due		The date when your first payment is due. For example, 30 days after the system is energized.
Contingent on Illinois Solar for All		Is this agreement contingent on the project being selected by the Illinois Solar for All program?

The amount you pay at regular payment periods (typically monthly) will vary based on the energy your system produces. You are paying a fixed rate for each kilowatt hour produced. But, the number of kilowatt hours that will be generated by the system can only be estimated.

## The Costs and Fees Associated with Your PPA Agreement

The following are the costs and fees associated with installing and maintaining your PV system over the full term of the PPA agreement. Most costs are included in your agreed electricity rate and some services may not have associated fees. Some costs or fees may or may not be included in your payments, and therefore may require payment separately. Some payments may be conditional, such as a late fee that will not be charged unless you have a late payment. Please read each item to understand what payments you are required to pay and when.

<sup>1</sup> Many PPA contracts increase the rate at which you purchase electricity on an annual basis to account for inflation and projected annual increases in electricity rates. These escalation rates compound, meaning they apply not only to the initial payment rate, but also to the increases added annually. The savings calculated for you in this Disclosure Form account for all these increases to give you a clear estimate of all your costs and savings over time.



Costs and Fees				
System warranty fee	The system warranty is included at no cost to the customer.			
System maintenance fee	System maintenance is included at no cost to the customer.			
Document preparation fees	Are you charged these fees?	Are these fees included in your payment?	\$	Any administrative costs, if any, associated with originating the PPA agreement.
Internet non-connection fee	Are you charged these fees?	Are these fees included in your payment?	\$	If you do not maintain a high-speed internet connection to facilitate the transmittal of generation data from your system for creating RECs, you may be charged a fee by the Seller to cover the cost of such a connection.
Estimated system removal fee	Are you charged these fees? <b>No</b>	Are these fees included in your payment? <b>Yes</b>	<b>\$0</b>	The estimated cost to remove the system equipment when it has reached the end of its useful life <b>is always \$0</b> . See below for end of life options.
Automated clearinghouse fee	Are you charged these fees?	Are these fees included in your payment?	\$	You may be required to enroll in a program in which your PPA payments are made through an electronic transfer of funds cleared through an automated clearinghouse and there may be a fee associated with enrolling.
Uniform Commercial Code Notice Removal and Re-filing fee	Are you charged these fees?	Are these fees included in your payment?	\$	A filing fee to protect the Seller's equipment. <sup>2</sup>

Any Other Fees:			
	Included in PPA payment:	\$	
	Included in PPA payment:	\$	
	Included in PPA payment:	\$	

<sup>2</sup> Some PV system Sellers will file a Uniform Commercial Code-1 filing statement, often referred to as a "fixture filing" or a "UCC-1 filing," which allows them to legally take possession of the system if you breach your PPA contract. A fixture filing can make it more complicated for you to refinance your mortgage or convey the value of the real estate equipped with the PV system.



Financial Fees:				
Returned checks fee	Are you charged these fees?	Are these fees included in your regular payment? <b>No</b>	\$	The fee charged each time a check is returned for insufficient funds when making a payment. These fees are not included in your PPA payment.
Late payment fee	Are you charged these fees?	Are these fees included in your regular payment? <b>No</b>	-	If a payment is made more than _____ days after due date, you will be charged \$ _____ OR late payments accrue interest at _____ % annually. These fees are not included in your payment.
Early termination fee	Are you charged these fees?	Is this fee included in your regular payment? <b>No</b>	See Description Below	If the Seller imposes an early termination fee or penalty, the amount of the fee/penalty will be calculated in the following way described below. This fee is not included in your PPA payment.

**Early Termination Fee/Penalty Calculation Description:**

Your PPA payments will not constitute your total monthly payment amount for electric service from your utility. In addition to the PPA payments, you will still receive an electricity bill from your current electricity provider. Even with two bills, you can still see significant savings. Below is an estimate of savings over 25 years.

## Your Estimated Savings Over the Term of Your Contract

The following estimates provide an indication of projected savings over the full term of your contract. The variation in savings is based on different assumptions of how much energy costs will increase over this time. There are three savings amounts presented here, using a low annual energy cost increase assumption, as well as an average and a high increase.

	<b>per kWh</b>	Your Approved Vendor can use your relevant utility rate (\$.13093 per kWh for ComEd or \$.096271 per kWh for Ameren) or they can take your average electricity rate from 12 consecutive months of electricity bills.
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Energy Escalation Rate		Total Estimated Savings
Low Estimate	0.5%	\$
Average Estimate	1.7%	\$
High Estimate	2.5%	\$

## Installation

The PV system being installed is owned by \_\_\_\_\_.  
The installation of the PV system typically begins \_\_\_\_\_ days after your contract is signed and typically takes \_\_\_\_\_ days to complete.

The PV system being installed will be \_\_\_\_\_.

## System Assumptions and System Components

- Size of system in kilowatts (kW): \_\_\_\_\_ kW DC and \_\_\_\_\_ kW AC.
- Estimated gross annual electricity production in kilowatt-hours from your system in the first year \_\_\_\_\_ kWh
- Estimated annual system production decrease (degradation) \_\_\_\_\_ %
- Expected life of the system \_\_\_\_\_ years

The manufacturer of the PV modules is \_\_\_\_\_  
OR your modules will be provided by one of the following three manufacturers:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

An inverter is another important component of the PV system because it turns DC electricity into AC electricity that you can use in your home. The manufacturer of the inverter for this system is \_\_\_\_\_.

OR the PV system will use one of the following three inverter makes and models:

1. Make: \_\_\_\_\_ Model: \_\_\_\_\_
2. Make: \_\_\_\_\_ Model: \_\_\_\_\_
3. Make: \_\_\_\_\_ Model: \_\_\_\_\_

The PPA Provider is providing you with a:

\_\_\_\_\_ : System performance or electricity production guarantee

\_\_\_\_\_ : Other type of system guarantee (please specify)

\_\_\_\_\_ : No system guarantee

Unauthorized modification of the PV system, including the relocation of it, is prohibited.

## System Operations, Maintenance, and Warranties

To ensure your system produces optimally, it will require routine maintenance, much like other parts of your home. Routine maintenance must be included as part of your agreement **at no extra cost**. The system maintenance will be provided by \_\_\_\_\_ for \_\_\_\_\_ years.

Are repairs to your system that go beyond routine maintenance covered by your PPA contract?

\_\_\_\_\_

If yes, \_\_\_\_\_ is responsible for making repairs to your PV system for \_\_\_\_\_ years.

Does the system include a **warranty for improper installation**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

Does this agreement include a manufacturer's **warranty for the PV modules**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

Does this agreement include a manufacturer's **warranty for the inverters**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

Does the system include a **warranty against roof leaks caused by installation**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years and is provided by \_\_\_\_\_.

Will the PPA Provider **insure for loss or damage to the system**? \_\_\_\_\_

If yes, except under the following circumstances:

It is important to understand that you may be responsible for obtaining insurance coverage for any loss or damage to the system that is not covered by the warranties listed above. Consult an insurance professional to understand how to protect yourself against the risk of loss or damage to the PV system. Unauthorized modification of your PV system, including the relocation of it, is prohibited under Illinois Solar for All.

## End of Contract Term, Renewal, and System Removal

At the end of the contract term, the PPA Provider must provide you with the following options:

**1. Removal of the system at no cost to you.**

*Will the PPA Provider return any portions of the system's site to its original condition upon the removal of the system (ordinary wear and tear excepted)?* \_\_\_\_\_

**2. Buy-out of the system. What are the terms of the transfer of ownership?**

**3. Renewal of the PPA. What are the terms of the PPA renewal?**

## If You Move

If you move, the PPA Provider must allow you the option to transfer the system or buy the system outright. *The transfer will be subject to the following conditions:*

\_\_\_\_\_ : Credit check of the home purchaser(s)

\_\_\_\_\_ : Minimum FICO score requirement \_\_\_\_\_ (dependent upon customer's credit criteria at the time of system transfer)

\_\_\_\_\_ : Transfer fee of \$ \_\_\_\_\_

\_\_\_\_\_ : Assumption of the PPA agreement by the home purchaser(s)

\_\_\_\_\_ : Other \_\_\_\_\_

\_\_\_\_\_ : No requirement to transfer

*The buy-out will be subject to the following conditions:*

## How Much Will APV System/Electricity Cost?

The amount you will pay will vary based on 1) the system size, 2) whether you purchase or lease the PV system or simply buy the electricity, and 3) the terms of your contract. Please read this Disclosure Form carefully to better understand all potential costs and values before you sign the contract. All savings are estimated based on your proposed contract terms, the system design, program requirements, and other important details outlined in this Disclosure Form. Although many of the details described here are estimates, they provide a fair representation of what you can expect to pay and save. All participants in Illinois Solar for All are ensured a minimum amount of financial savings in all contracts, as well as important consumer protections.

## Important Solar Power Concepts

### RENEWABLE ENERGY CREDITS

Renewable Energy Credits (RECs) are created when PV systems generate electricity, but they are not the electrical energy itself. Instead, they represent the environmental value of the electricity generated from a PV system. RECs are important because they can be bought and sold separately from the energy.

System owners can sell RECs to help pay for a solar installation. Illinois Solar for All makes solar affordable by allowing system owners to sell RECs and requires that those incentive dollars are used to pass savings on to participants.

The following table outlines the details on the sale of the first 15 years of RECs of your proposed PV system.

RECs Generated	Value per REC	Total REC Value
	\$	\$
The estimated total number of RECs generated over 15 years.	The fixed price paid for each REC sold.	The estimated value of all RECs generated over 15 years.

### NET METERING

Net metering is an agreement between you and your electricity supplier. A net metering agreement allows you to sell back any excess energy to your supplier each month with each kilowatt-hour (kWh) you sell appearing as a credit on your electricity bill. With net metering, you are charged only for the net amount of energy you use during each billing period (i.e., the amount of energy delivered to you minus the excess amount you send back to your supplier). If you send more energy to your supplier than is delivered, you can receive credits on your bill.



## INTERCONNECTION

Interconnection is the process for getting approval to connect your PV system to the power grid. With Illinois Solar for All, your Approved Vendor, or their agent, will apply for interconnection on your behalf. A completed interconnection agreement must be in place before the PV system can be energized. The interconnection rules may vary based on location and utility service territory. If your system is in the service territory of an Illinois municipal electric utility or rural electric cooperative, you should contact them for their interconnection requirements.

- *This is who will submit the interconnection application on your behalf:*

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- *This is who will submit the net metering application on your behalf:*

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## Is Your Property Ready for Solar?

Before solar can be installed, it's important to determine whether your property is suitable for solar. Illinois Solar for All requires that your Approved Vendor or Installer inspects your property to ensure various conditions are met before installation can begin, including:

- The property roof is in good condition and has at least 15 years of life left.
- Your property has the structural capacity to hold the weight of a PV system.
- Your electrical systems are safe, meet local code requirements, and the requirements of the proposed PV system.
- The areas where installation crews will work are free and clear of obstructions and hazardous materials.
- Your property has minimal obstructions that cause shading, like trees and taller buildings.
- For ground-mounted systems, the site has minimal obstructions, flooding, or contamination.

The Seller or Installer will inspect your property before presenting a contract and will submit a Site Suitability Report to you and the Program Administrator. If issues are found that need to be corrected, this report will detail a corrective plan. If repairs are needed, the Illinois Solar for All Approved Vendor must identify the plan for the repairs and how they will be paid for, ensuring that such costs do not place an unsustainable financial burden on the participant.

## Complaints

If you have complaints related to the system or this PPA process, first try to resolve the problem with your Installer or Approved Vender. If you can't agree with the company about how to solve the problem, you may contact the Illinois Solar for All Program Administrator by emailing [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or by calling 1-888-970-ISFA (4732). If you believe you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

Chicago  
800-386-5438  
TTY: 800-964-3013

Springfield  
800-243-0618  
TTY: 877-844-5461

Carbondale  
800-243-0607  
TTY: 877-675-9339

Spanish language support and information is available at 1-866-310-8398.

Visit the Illinois Solar for All website at [www.IllinoisSFA.com](http://www.IllinoisSFA.com) for more information or call the toll-free number at **1-888-970-ISFA (4732)**.

## Customer Signature

### Please Initial

\_\_\_\_\_The person or company presenting this Disclosure Form as provided me with a copy, either electronic or printed, of the Illinois Solar for All Distributed Generation Brochure, and I have had the opportunity to ask questions about it.

### Signature

*\*By signing this form, you certify that you received and read this form.*

PRINTED NAME: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

**Please print and save this document for your records.**



# Standard Disclosure Form

## Distributed Generation PV System Purchase Option

### Before You Sign a Binding Contract

The proposed agreement described in this disclosure represents the terms for **purchasing a solar photovoltaic (PV) system** that will be installed on your property. Because Illinois Solar for All requires that all participants see no upfront costs, your system may be financed through an installment agreement and paid for over time. Details about this agreement are contained in this Disclosure Form.

The purpose of this form is to provide you with clear and accurate information about the system being designed for you and the terms of the installation and delivery of the system. This form is not a substitute for your contract. You should read your PV purchase contract closely before you sign it. The Illinois Solar for All program requires that you are presented with this disclosure at least seven days before signing your contract. You may want to discuss the information presented here with an accountant or financial professional during those seven days. You will have another seven days after signing the contract to terminate that contract.

**Please print and save this document for your records.**

Your Property	Your Seller	Your Approved Vendor
Name:	Name:	Name:
Street:	Street:	Street:
Apartment/Suite:	Apartment/Suite:	Apartment/Suite:
City:	City:	City:
State:	State:	State:
Zip:	Zip:	Zip:
Phone:	Phone:	Phone:
Email:	Email:	Email:

If you have questions after reviewing this Disclosure Form, contact your Approved Vendor or Seller (these may be different companies). You can also contact the Illinois Solar for All Program Administrator via email at [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or via phone at **1-888-970-ISFA (4732)**.



## Financial Summary

The following is a summary of important financial information you need to know about the PV system your Seller has designed for you. More detailed information about the system design, costs, and savings can be found further in this form.

### SYSTEM SIZE

		Any system size variations plus or minus more than 5% of the specifications listed here will require completion and submission of a new Disclosure Form.
kW DC	kW AC	

### SUMMARY OF COSTS AND SAVINGS

<b>Estimated Monthly Savings</b>	\$	The estimated amount of savings you see based on the amount you pay monthly for system financing and the value of the energy you get from the PV system.
<b>Upfront Costs</b>	\$0	The amount you pay upfront, before the PV system starts producing energy <b>is always \$0</b> .
<b>Total System Costs</b>	\$	The total costs and fees to install your PV system.
<b>Total Amount Financed</b>	\$	The amount that will be financed.
<b>The Term of Loan</b>		How many years you will make payments.
<b>Monthly Payment Amount</b>	\$	The estimated monthly payment based on the defined terms in this disclosure.
<b>Frequency of Payments</b>		How often you make payments. For example, you may be required to pay monthly.
<b>Total Number of Payments</b>		The number of payments you will make over the term of the loan.
<b>Costs Over the Contract Term</b>	\$	The estimated total costs, fees, and interest you pay over 25 years.
<b>Energy Produced Over the Contract Term</b>	kWh	The estimated number of kilowatt hours produced by your system over 25 years.
<b>Energy Savings in Dollars</b>	\$	The estimated amount of savings you will see over the life of the system (approximately 25 years) in dollars.
<b>Energy Savings as a Percent</b>	%	The estimated amount of savings you will see over the life of the system (approximately 25 years) as a percent. <b>This must be at least 50%.</b>

Note that the term of your loan may be less than 25 years and your PV system may continue to produce energy as long as 25 years, with proper maintenance. So, the value you see could vary over the lifetime of the system.



## The Terms of Your Loan Agreement

You have selected to **purchase** the PV system and will pay for your system based on loan terms that include regular payments for a pre-determined contract length. The loan agreement proposed for you requires that you pay \$\_\_\_\_\_ for a total of \_\_\_\_\_ payments, plus any additional fees listed below. You will not be charged any costs or fees until your system is energized and you begin to see credits on your electricity bill. The following tables include important information about the terms of your loan agreement, along with projected costs and savings.

Terms of the Loan		
Upfront costs	<b>\$0</b>	The amount you are required to pay before you start receiving energy from the installed PV system. <b>This is always \$0.</b>
Term of the loan	<b>years months</b>	The length of time you are required to make loan payments.
Payment amount	<b>\$</b>	The dollar amount of each loan payment.
Frequency of loan payments	<b>Every for payments</b>	How often you make loan payments. For example, they are typically monthly.
First payment due		The date when your first payment is due. For example, 30 days after the system is energized.
Final payment due		The date when your last payment is due. For example, 180 months or 15 years after the first loan payment is due.
Contingent on Illinois Solar for All		Is this agreement contingent on the project being selected by the Illinois Solar for All program?

Your loan may be assigned, sold, or transferred by the lender to a third party who will be bound by the terms of your contract. You will be notified if such a transfer occurs and this will change the address or phone number to use for questions, payments, maintenance, or repair requests.

*The Seller will ensure there are no upfront costs with the loan.*

*The Seller will ensure there is no lien on the property to secure the loan.*

*The Seller will ensure that financing amounts, terms, and conditions are 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>*

<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).



## Your Estimated Savings Over the Term of Your Contract

The following estimates provide an indication of projected savings over the 25-year anticipated life of the PV system. The variation in savings is based on different assumptions of how much energy costs will increase over this time. These are represented as a range using low, average, and high energy escalation rates (see below). Note that the average PV systems will produce energy for 25 years, although at decreasing efficiency over time. Total lifetime savings may vary depending on maintenance of the system and when the system is removed.

	<b>per kWh</b>	Your Approved Vendor can use your relevant utility rate (\$.13093 per kWh for ComEd or \$.096271 per kWh for Ameren) or they can take your average electricity rate from 12 consecutive months of electricity bills.
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Energy Escalation Rate		Total Estimated Savings
Low Estimate	0.5%	\$
Average Estimate	1.7%	\$
High Estimate	2.5%	\$

## The Costs and Fees Associated with Your PV System Purchase

The following are the costs and fees associated with installing, maintaining and financing your PV system over the life of that system (approximately 25 years). Some services may not have associated fees. Some costs or fees may not be included in your loan payments and may require payment separately. Some payments may be conditional, such as a late fee that will not be charged unless you have a late payment. Please read each item to understand what payments you are required to pay and when.

Costs and Fees				
System cost	Are you charged these fees? <b>Yes</b>	Are these fees included in your payment? <b>Yes</b>	\$	The total cost of the system, including design, components and equipment and installation is <b>always included in your payment.</b>
System warranty fee	The system warranty is included at no cost to the customer.			
System maintenance fee	System maintenance is included at no cost to the customer.			
Document preparation fees	Are you charged these fees?	Are these fees included in your payment?	\$	Any administrative costs associated with originating the lease agreement.
Internet non-connection fee	Are you charged these fees?	Are these fees included in your payment?	\$	If you do not maintain a high-speed internet connection to facilitate the transmittal of generation data from your system for creating RECs, you may be charged a fee by the lessor to cover the cost of such a connection.



Any Other Fees:			
	Included in lease payment:	\$	
	Included in lease payment:	\$	
	Included in lease payment:	\$	

Financial Fees:				
Returned checks fee	Are you charged these fees?	Are these fees included in your regular payment? <b>No</b>	\$	The fee charged each time a check is returned for insufficient funds when making a payment. These fees are not included in your regular payment.
Late payment fee	Are you charged these fees?	Are these fees included in your regular payment? <b>No</b>	-	If a payment is made more than _____ days after due date, you will be charged \$_____ OR late payments accrue interest at _____% annually. These fees are not included in your regular payment.
Early termination fee	Are you charged these fees?	Is this fee included in your regular payment? <b>No</b>	See Description Below	If the lessor imposes an early termination fee or penalty, the amount of the fee/penalty will be calculated in the following way described below. This fee is not included in your regular payment.

**Early Termination Fee/Penalty Calculation Description:**

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Your loan payments will not constitute your total monthly payment amount for electric service from your utility. In addition to the loan payments, you will still receive an electricity bill from your current electricity provider. Even with two bills, you can still see significant savings.



## Installation

The installation of a PV system typically begins \_\_\_\_\_ days after your contract is signed and typically takes \_\_\_\_\_ days to complete.

The PV system being installed will be \_\_\_\_\_.

The Seller must furnish a mechanic's lien waiver **immediately after completion of installation**. The mechanic's lien waiver be delivered \_\_\_\_\_ days after contract installation.

## System Assumptions and System Components

- Size of system in kilowatts (kW): \_\_\_\_\_ kW DC and \_\_\_\_\_ kW AC.
- Estimated gross annual electricity production in kilowatt-hours from your system in the first year: \_\_\_\_\_ kWh
- Estimated annual system production decrease (degradation): \_\_\_\_\_ %
- Expected life of the system: \_\_\_\_\_ years

The manufacturer of the PV modules is \_\_\_\_\_  
OR your modules will be provided by one of the following three manufacturers:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

An inverter is another important component of the PV system because it turns DC electricity into AC electricity that you can use in your home. The manufacturer of the inverter for this system is \_\_\_\_\_ . The model of the inverter is \_\_\_\_\_ OR the PV system will use one of the following three inverter makes and models:

1. Make: \_\_\_\_\_ Model: \_\_\_\_\_
2. Make: \_\_\_\_\_ Model: \_\_\_\_\_
3. Make: \_\_\_\_\_ Model: \_\_\_\_\_

The Seller is providing you with a:

\_\_\_\_\_ : System performance or electricity production guarantee

\_\_\_\_\_ : Other type of system guarantee (please specify)

\_\_\_\_\_ : No system guarantee





## System Operations, Maintenance, and Warranties

To ensure your system produces optimally, it will require routine maintenance, much like other parts of your home. Routine maintenance must be included as part of your agreement **at no extra cost**. The system maintenance will be provided by \_\_\_\_\_ for \_\_\_\_\_ years.

Are repairs to your system that go beyond routine maintenance covered by your system purchase contract? \_\_\_\_\_

If yes, \_\_\_\_\_ is responsible for making repairs to your PV system for \_\_\_\_\_ years.  
The terms of this coverage are:

Does the system include a **warranty for improper installation**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

Does this agreement include a manufacturer's **warranty for the PV modules**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

Does this agreement include a manufacturer's **warranty for the inverters**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

Does the system include a **warranty against roof leaks caused by installation**? \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years and is provided by \_\_\_\_\_.

Will the Lender **insure for loss or damage to the system**? \_\_\_\_\_

If yes, except under the following circumstances:



It is important to understand that you may be responsible for obtaining insurance coverage for any loss or damage to the system that is not covered by the warranties listed above during the term of your loan. Consult an insurance professional to understand how to protect yourself against the risk of loss or damage to the PV system. Unauthorized modification of your PV system, including the relocation of it, is prohibited under Illinois Solar for All.

As the PV system owner, you will be responsible for removal of the system after the end of system life (typically 25 years). While Illinois Solar for All requires that roofs meet minimum condition requirements at the time of installation, unforeseen roof repairs may require that the system be partially or fully removed and reinstalled to facilitate repairs at your expense.

## If You Move

If you move, the Seller/Lender must allow you the option to re-assign the loan or to pay-off the loan early with no pre-payment penalties.

*The loan re-assignment will be subject to the following conditions:*

*The loan early pay-off will be subject to the following conditions:*

## Default

If you default on your payments, the Lessor must allow you the option of 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. The following are the terms of the forbearance:



## How Much Will APV System/Electricity Cost?

The amount you will pay will vary based on 1) the system size, 2) whether you purchase or lease the PV system or simply buy the electricity, and 3) the terms of your contract. Please read this Disclosure Form carefully to better understand all potential costs and values before you sign the contract. All savings are estimated based on your proposed contract terms, the system design, program requirements, and other important details outlined in this Disclosure Form. Although many of the details described here are estimates, they provide a fair representation of what you can expect to pay and save. All participants in Illinois Solar for All are ensured a minimum amount of financial savings with all contracts, as well as important consumer protections.

## Important Solar Power Concepts

### RENEWABLE ENERGY CREDITS

Renewable Energy Credits (“RECs”) are created when PV systems generate electricity, but they are not the electrical energy itself. Instead, they represent the environmental value of the electricity generated from a PV system. RECs are important because they can be bought and sold separately from the energy. System owners can sell RECs to help pay for a solar installation. Illinois Solar for All makes solar affordable by buying RECs from participating systems and requires that those incentive dollars are used to pass savings on to participants. The following table outlines the details on the sale of the first 15 years of RECs of your proposed PV system.

RECs Generated	Value per REC	Total REC Value
	\$	\$
The estimated total number of RECs generated over 15 years.	The fixed price paid for each REC sold.	The estimated value of all RECs generated over 15 years.

### NET METERING

Net metering is an agreement between you and your electricity supplier. A net metering agreement allows you to sell back any excess energy to your supplier each month with each kilowatt-hour (kWh) you sell appearing as a credit on your electricity bill. With net metering, you are charged only for the net amount of energy you use during each billing period (i.e., the amount of energy delivered to you minus the excess amount you send back to your supplier). If you send more energy to your supplier than is delivered, you can receive credits on your bill.



## INTERCONNECTION

Interconnection is the process for getting approval to connect your PV system to the power grid. With Illinois Solar for All, your Approved Vendor, or their agent, will apply for interconnection on your behalf. A completed interconnection agreement must be in place before the PV system can be energized. The interconnection rules may vary based on location and utility service territory. If your system is in the service territory of an Illinois municipal electric utility or rural electric cooperative, you should contact them for their interconnection requirements.

- *This is who will submit the interconnection application on your behalf:*

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- *This is who will submit the net metering application on your behalf:*

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## Is Your Property Ready for Solar?

Before solar can be installed, it's important to determine whether your property is suitable for solar. Illinois Solar for All requires that your Approved Vendor or Installer inspects your property to ensure various conditions are met before installation can begin, including:

- The property roof is in good condition and has at least 15 years of life left.
- Your property has the structural capacity to hold the weight of a PV system.
- Your electrical systems are safe, meet local code requirements and the requirements of the proposed PV system.
- The areas where installation crews will work are free and clear of obstructions and hazardous materials.
- Your property has minimal obstructions that cause shading, like trees and taller buildings.
- For ground-mounted systems, the site has minimal obstructions, flooding, or contamination.

The Seller or Installer will inspect your property before presenting a contract and will submit a Site Suitability Report to you and the Program Administrator. If issues are found that need to be corrected, this report will detail a corrective plan. If repairs are needed, the Illinois Solar for All Approved Vendor must identify the plan for the repairs and how they will be paid for, ensuring that such costs do not place an unsustainable financial burden on the participant.



## Complaints

If you have complaints related to the system or this purchase process, first try to resolve the problem with your Installer or Approved Vender. If you can't agree with the company about how to solve the problem, you may contact the Illinois Solar for All Program Administrator by emailing [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or by calling 1-888-970-ISFA (4732). If you believe you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

Chicago  
800-386-5438  
TTY: 800-964-3013

Springfield  
800-243-0618  
TTY: 877-844-5461

Carbondale  
800-243-0607  
TTY: 877-675-9339

Spanish language support and information is available at 1-866-310-8398.

Visit the Illinois Solar for All website at [www.IllinoisSFA.com](http://www.IllinoisSFA.com) for more information or call the toll-free number at **1-888-970-ISFA (4732)**.

## Customer Signature

### Please Initial

\_\_\_\_\_ The person or company presenting this Disclosure Form as provided me with a copy, either electronic or printed, of the Illinois Solar for All Distributed Generation Brochure, and I have had the opportunity to ask questions about it.

### Signature

*\*By signing this form, you certify that you received and read this form.*

PRINTED NAME: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

**Please print and save this document for your records.**

# Standard Disclosure Form

## Distributed Generation PV System Non-Profit/Public Facilities Option

### Before You Sign a Binding Contract

The purpose of this disclosure form is to provide you with clear and accurate information about the terms of your agreement to install a photovoltaic (PV) system on your property. This form is not a substitute for your contract. Do not rely exclusively on this form for your agreement. You should read your agreement closely before you sign it. The Illinois Solar for All program requires that you are presented with this disclosure, as well as the standard Non-Profit/Public Facilities brochure, before signing your contract.

**Please print and save this document for your records.**

Your Seller	Your Approved Vendor
Organization Name:	Organization Name:
Name:	Name:
Street:	Street:
Apartment/Suite:	Apartment/Suite:
City:	City:
State:	State:
Zip:	Zip:
Phone:	Phone:
Email:	Email:



Property Owner	Non-Profit/Public Agency
Organization Name:	Organization Name:
Name:	Name:
Street:	Street:
Apartment/Suite:	Apartment/Suite:
City:	City:
State:	State:
Zip:	Zip:
Phone:	Phone:
Email:	Email:

If you have questions after reviewing this Disclosure Form, contact your Approved Vendor or Seller (these may be different companies). You can also contact the Illinois Solar for All Program Administrator via email at [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or via phone at **1-888-970-ISFA (4732)**.

**SYSTEM SIZE**

		Any system size variations once submitted for approval that are plus or minus more than 5% of the specifications listed here will require completion and submission of a new Disclosure Form. The Disclosure Form should exactly match the contract.
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**Financial Summary**

Your Approved Vendor or Seller will offer one or more of the agreement types displayed in the chart below. Each financial model will have different payment terms, costs, and savings. Your payments will not constitute your total monthly payment amount for electric service from your utility. In addition to the proposed payments, you will still receive an electricity bill from your current electricity provider. Even with two bills, you can still see significant savings. Below is an estimate of savings over the first year and the entire term of your agreement.

Will the project owner apply for the Federal Investment Tax Credit?	<input type="checkbox"/> Yes  <input type="checkbox"/> No
---	---

	Power Purchase Agreement (PPA)		System Lease		System Purchase	
Payment Rate	\$	Per kWh	\$	Per	\$	Per
Term of the agreement	Years		Years		Years	
Upfront Costs (always \$0)	\$0		\$0		\$0	
<b>First Year Costs and Savings</b>						
<b>Projected first-year energy production</b> <i>Total estimated kilowatt hours produced by the system in the first year.</i>	kWh / year		kWh / year		kWh / year	
<b>Total First-Year Costs</b> <i>Total costs and fees you will pay in the first year.</i>	\$		\$		\$	
<b>Total First-Year Savings</b> <i>Total estimated savings in the first year; e.g. your total energy value from the system less the costs and fees.</i>	\$		\$		\$	
<b>Total First-Year Percent</b> <i>The estimated percent you will save; e.g. your total energy value divided by your total savings. <b>This must be at least 50%, except in the case where the project's owner is applying for the Federal Investment Tax Credit, then the savings must be at least 65%.</b></i>		%		%		%



	Power Purchase Agreement (PPA)	System Lease	System Purchase
<b>Total Costs and Savings Over the Term of the Agreement</b>			
<b>Projected Total Energy Production</b>  <i>Total estimated kilowatt hours produced by the system over the term of the agreement.</i>	kWh years	kWh years	kWh years
<b>Total Costs Over the Terms of Agreement</b>  <i>Total costs and fees you will pay over the term of the agreement.</i>	\$	\$	\$
<b>Total Savings Over the Term of the Agreement</b>  <i>Total estimated savings over the term of the agreement; e.g. your total energy value from the system less the costs and fees over the full term.</i>	\$	\$	\$
<b>Total Savings Over the Term of the Agreement as a Percent</b>  <i>The estimated percent you will save; e.g. your total energy value divided by your total savings. <b>This must be at least 50%, except in the case where the project's owner is applying for the Federal Investment Tax Credit, then the savings must be at least 65%.</b></i>	%	%	%

## The Costs and Fees Associated with Your Agreement

The following are the costs and fees associated with installing and maintaining your PV system over the full term of the lease. Some services may not have associated fees. Some costs or fees may or may not be included in your payments, and therefore may require payment separately. Some payments may be conditional, such as a late fee that will not be charged unless you have a late payment. Please read each item to understand what payments you are required to pay and when.

Costs and Fees				
Type of fee:	Are you charged these fees?	Are these fees included in your payment?	How much are these fees?	Description:
System cost	Yes	Yes	\$	The total cost of the system, including design, components and equipment and installation is <b>always included in your payment.</b>
System warranty fee	The system warranty is <b>included at no cost</b> to the customer.			
System maintenance fee	System maintenance is <b>included at no cost</b> to the customer.			
Document preparation fees			\$	Any administrative costs associated with originating the agreement.
Internet non-connection fee			\$	If you do not maintain a high-speed internet connection to facilitate the transmittal of generation data from your system for creating RECs, you may be charged a fee by the Seller to cover the cost of such a connection.
Estimated system removal fee	System removal is included at no cost to the customer.			
Automated clearinghouse fee			\$	You may be required to make payments are made through an electronic transfer of funds that include enrollment fees.
Uniform commercial code notice removal and re-filing fee			\$	A filing fee to protect the Seller's equipment.

<b>Any Other Fees:</b>			
<i>Type of Fee:</i>	<i>Is this fee included in your payment?</i>	<i>How much is this fee?</i>	<i>Description:</i>
		\$	
		\$	
		\$	

<b>Financial Fees:</b>				
<i>Type of fee:</i>	<i>Are you charged these fees?</i>	<i>Are these fees included in your payment?</i>	<i>How much are these fees?</i>	<i>Description:</i>
Returned checks fee		<b>No</b>	\$	The fee charged each time a check is returned for insufficient funds when making a payment.
Late payment fee		<b>No</b>	\$	If a payment is made more than _____ days after due date, you will be charged \$_____ OR late payments accrue interest at _____ % annually. These fees are not included in your payment.
Early termination fee		<b>No</b>	<b>See Description Below</b>	If the lessor imposes an early termination fee or penalty, the amount of the fee/penalty will be calculated in the following way described below. This fee is not included in your payment.

**If Early Termination fees apply, these are the terms and calculations used to determine that fee.**

## Installation

The PV system being installed is owned by \_\_\_\_\_. The installation of a PV system typically begins \_\_\_\_\_ days after your contract is signed and typically takes \_\_\_\_\_ days to complete.

The PV system being installed will be \_\_\_\_\_.

## System Assumptions and System Components

- Size of system in kilowatts (kW): \_\_\_\_\_ kW DC and \_\_\_\_\_ kW AC.
- Estimated gross annual electricity production in kilowatt-hours from your system in the first year: \_\_\_\_\_ kWh
- Estimated annual system production decrease (degradation): \_\_\_\_\_ %
- Expected life of the system: \_\_\_\_\_ years

The manufacturer of the PV Modules is \_\_\_\_\_

OR your modules will be provided by one of the following three manufacturers:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

An inverter is another important component of the PV system because it turns DC electricity into AC electricity that you can use for your property.

The manufacturer of the inverter for this system is \_\_\_\_\_. The model of the inverter is \_\_\_\_\_ OR the PV system will use one of the following three inverter makes and models:

1. Make: \_\_\_\_\_ Model: \_\_\_\_\_
2. Make: \_\_\_\_\_ Model: \_\_\_\_\_
3. Make: \_\_\_\_\_ Model: \_\_\_\_\_

The lessor is providing you with a:

\_\_\_\_\_ : System performance or electricity production guarantee

\_\_\_\_\_ : Other type of system guarantee (please specify)

\_\_\_\_\_ : No system guarantee

Unauthorized modification of the PV system, including the relocation of it, is prohibited.

## System Operations, Maintenance, and Warranties

To ensure your system produces optimally, it will require routine maintenance, much like other parts of your home. Routine maintenance must be included as part of your agreement **at no extra cost**. The system maintenance will be provided by \_\_\_\_\_ for \_\_\_\_\_ years.

*Are repairs to your system that go beyond routine maintenance covered by your system lease contract?*

\_\_\_\_\_  
If yes, \_\_\_\_\_ is responsible for making repairs to your PV system for \_\_\_\_\_ years.

*Does the system include a **warranty for improper installation**?* \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

*Does this agreement include a manufacturer's **warranty for the PV modules**?* \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

*Does this agreement include a manufacturer's **warranty for the inverters**?* \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years.

*Does the system include a **warranty against roof leaks caused by installation**?* \_\_\_\_\_

If yes, the warranty lasts for \_\_\_\_\_ years and is provided by \_\_\_\_\_.

*Will the Lessor **insure for loss or damage to the system**?* \_\_\_\_\_

If yes, except under the following circumstances:

It is important to understand that you may be responsible for obtaining insurance coverage for any loss or damage to the PV system that is not covered by the warranties listed above. Consult an insurance professional to understand how to protect yourself against the risk of loss or damage to the PV system. Unauthorized modification of your PV system, including the relocation of it, is prohibited under Illinois Solar for All.

## End of Lease, Renewal, and System Removal

At the end of the lease term, the Lessor must provide you with the following options:

1. **Removal of the system at no cost to you.**

*Except for ordinary wear, will the Lessor return the system site to its original condition upon removal of the system? \_\_\_\_\_*

2. **Buy-out of the system. What are the terms of the ownership transfer?**

3. **Renewal of the lease. What are the terms of the lease renewal?**

## If You Move

If you move, the Seller must allow you the option to transfer the system or buy the system outright. *The transfer will be subject to the following conditions:*

- \_\_\_\_\_ Transfer fee of \_\_\_\_\_
- \_\_\_\_\_ PPA agreement assignment by the property purchaser
- \_\_\_\_\_ Lease agreement assignment by the property purchaser
- \_\_\_\_\_ Other \_\_\_\_\_
- \_\_\_\_\_ No requirement to transfer

*The buy-out will be subject to the following conditions:*

## How Much Will A PV System/Electricity Cost?

The amount you will pay will vary based on 1) the system size, 2) whether you purchase or lease the PV system or simply buy the electricity through a Power Purchase Agreement (PPA), and 3) the terms of your contract. Please read this Disclosure Form and your contract carefully to better understand all potential costs and savings before you sign the contract. All savings are estimated based on your proposed contract terms, the system design, program requirements, and other important details are outlined in this Disclosure Form. Although many of the details described here are estimates, they provide a fair representation of what you can expect to pay and save. All participants in Illinois Solar for All are ensured a minimum amount of financial savings with all contracts, as well as important consumer protections.

## Important Solar Power Concepts

### RENEWABLE ENERGY CREDITS

Renewable Energy Credits (RECs) are created when PV systems generate electricity, but they are not the electrical energy itself. Instead, they represent the environmental value of the electricity generated from a PV system. RECs are important because they can be bought and sold separately from the energy. System owners can sell RECs to help pay for a solar installation. Illinois Solar for All makes solar affordable by allowing system owners to sell RECs and requires that those incentive dollars are used to pass savings on to participants. The following table outlines the details on the sale of the first 15 years of RECs of your proposed PV system.

RECs Generated	Value per REC	Total REC Value
	\$	\$
The estimated total number of RECs generated over 15 years.	The fixed price paid for each REC sold.	The estimated value of all RECs generated over 15 years.

### NET METERING

Net metering is an agreement between you and your electricity supplier. A net metering agreement allows you to sell back any excess energy to your supplier each month with each kilowatt-hour (kWh) you sell appearing as a credit on your electricity bill. With net metering, you are charged only for the net amount of energy you use during each billing period (i.e., the amount of energy delivered to you minus the excess amount you send back to your supplier). If you send more energy to your supplier than is delivered, you can receive credits on your bill.

## INTERCONNECTION

Interconnection is the process for getting approval to connect your PV system to the power grid. With Illinois Solar for All, your Approved Vendor, or their agent, will apply for interconnection on your behalf. A completed interconnection agreement must be in place before the PV system can be energized. The interconnection rules may vary based on location and utility service territory. If your system is in the service territory of an Illinois municipal electric utility or rural electric cooperative, you should contact them for their interconnection requirements.

*This is who will submit the interconnection application on your behalf:*

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*This is who will submit the net metering application on your behalf:*

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## Is Your Property Ready for Solar?

Before solar can be installed, it's important to determine whether your property is suitable for solar. Illinois Solar for All requires that your Approved Vendor or Installer inspects your property to ensure various conditions are met before installation can begin, including:

- The property roof is in good condition and has at least 15 years of life left.
- Your property has the structural capacity to hold the weight of a PV system.
- Your electrical systems are safe, meet local code requirements and the requirements of the proposed PV system.
- The areas where installation crews will work are free and clear of obstructions and hazardous materials.
- Your property has minimal obstructions that cause shading, like trees and taller buildings.
- For ground-mounted systems, the site has minimal obstructions, flooding or contamination.

The Seller or Installer will inspect your property before presenting a contract and will submit a Site Suitability Report to you and the Program Administrator. If issues are found that need to be corrected, this report will detail a corrective plan. If repairs are needed, the Illinois Solar for All Approved Vendor must identify the plan for the repairs and how they will be paid for, ensuring that such costs do not place an unsustainable financial burden on the participant.



## Complaints

If you have complaints related to the system or this lease process, first try to resolve the problem with your Installer or Approved Vender. If you can't agree with the company about how to solve the problem, you may contact the Illinois Solar for All Program Administrator by emailing [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or by calling 1-888-970-ISFA (4732). If you believe you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

Chicago  
800-386-5438  
TTY: 800-964-3013

Springfield  
800-243-0618  
TTY: 877-844-5461

Carbondale  
800-243-0607  
TTY: 877-675-9339

Spanish language support and information is available at 1-866-310-8398.

Visit the Illinois Solar for All website at [www.IllinoisSFA.com](http://www.IllinoisSFA.com) for more information or call the toll-free number at **1-888-970-ISFA (4732)**.

## Customer Signature

### Please Initial

\_\_\_\_\_ The person or company presenting this Disclosure Form as provided me with a copy, either electronic or printed, of the Illinois Solar for All Distributed Generation Brochure, and I have had the opportunity to ask questions about it.

### Signature

*\*By signing this form, you certify that you received and read this form.*

PRINTED NAME: \_\_\_\_\_

SIGN: \_\_\_\_\_

DATE: \_\_\_\_\_

**Please print and save this document for your records.**

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

**June 8, 2021**

Section 6.13 of the Revised Long-Term Renewable Resources Procurement Plan (“the Plan”) states that, for distributed generation installations, the Illinois Power Agency (“Agency”) and its Program Administrator have developed “a list of required contract terms (and in limited cases, specific contract requirements)” to be provided to Approved Vendors for the system purchase contract, lease, or power purchase agreement (“PPA”) between the Approved Vendor (or its agent) and the customer.<sup>1</sup> That section also notes that “[a]t a minimum, Approved Vendors may also use model leases and model financing instruments provided by the Solar Energy Industries Association (“SEIA”), or other contracts that meet requirements provided by the Agency.”

Similarly, as described in Section 6.13.1 of the Plan, the Illinois Commerce Commission’s Order approving the Plan requires that, for systems already energized at the time of finalizing consumer protection requirements, the following is required:<sup>2,3</sup>

1. A signed contract amendment, that brings the contract or subscription agreement into full compliance with the minimum contract requirements from the Plan;
2. The disclosure form, signed by the customer post-contract execution; and
3. Proof that the brochure was provided to the customer.

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 Low-income Distributed Generation projects and Non-profit/Public Facilities projects within ILSFA, except in some noted cases where requirements apply only to Low-income Distributed Generation (low-income residential customers). 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.

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<sup>1</sup> While this provision in Section 6.13 is expressly applicable to the Adjustable Block Program; Section 8.14 of the Plan states that consumer protections found in Section 6.13 “will also apply to the Illinois Solar for All Program.”

<sup>2</sup> Pages 22-24 of the Low-income Distributed Generation Marketing Guidelines (<https://www.illinoisifa.com/app/uploads/2019/05/ILSFA-Consumer-Protections-Guidelines-DG- v3.pdf>) contains an attestation for Approved Vendors to submit to the Program Administrator related to these requirements for such projects.

<sup>3</sup> For systems already energized at the time Distributed Generation consumer protection requirements are finalized, Approved Vendors will have the opportunity at the Part I application to either provide proof of provision of the Disclosure Form and Informational Brochure to the system host, or else attest that good-faith, diligent efforts to provide the Disclosure Form and Informational Brochure to the system host after that date were unsuccessful. For systems that already had executed installation contracts with the respective system host as of the date of publication of the final Distributed Generation Contract Requirements, Approved Vendors will have an opportunity at the Part I application to attest that a contract amendment bringing the contract into full compliance with the requirements in this document was signed by the system host, or else attest that good-faith, diligent efforts to amend the existing contract with the system host after the date hereof were unsuccessful.

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, as stated in Section 8.14 of the Plan, 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.
- 1 - 4 unit Low-income Distributed Generation 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:
  - 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, 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>4</sup>
- Right of rescission within seven business days after contract execution (only for Low-Income Distributed Generation; not for Non-profits/Public Facilities)
- System design specification:
  - Site plan or equivalent drawing
  - 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.

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<sup>4</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.

- Allocation of responsibility for harm to property, materials, and workers during construction
- 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



05.10.2019

# Consumer Protections Guidelines

For Low-income Community Solar Projects

VERSION 2.0



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## Introduction

In addition to technical system requirements, Approved Vendors in the Illinois Solar for All (“ILSFA”) Program must work within prescribed guidelines that govern their interaction with the marketplace and potential and actual program participants. Low-income communities have historically been underserved by programs that offer resources and incentives for energy and housing, and access to capital. They have generally had very low participation in the clean energy economy. This has created an information gap and a high level of distrust of the institutions and programs designed to help these communities. Low-income communities have often been targeted with false or deceptive marketing practices, predatory sales, unfair contracts, and poor-quality workmanship.

Program participants in the context of Low-income Community Solar are the subscribers participating in community solar projects funded by Illinois Solar for All. These participants contract with the Approved Vendor or their agents and receive value from the energy the system produces. These guidelines require that the information shared with participants is clear and accurate to ensure a transparent and positive experience for participants and to mitigate these risks. Approved Vendors are required to indicate their adherence to these guidelines during registration. All aspects of consumer protections will be monitored by the Program Administrator during project and contract approval and are embedded into project approval processes.

These Illinois Solar for All Consumer Protections Guidelines for Low-income Community Solar Projects apply to Approved Vendors (including Single Project Approved Vendors), Approved Vendor Aggregators, and Aggregator Designees developing Low-income Community Solar projects; the Guidelines cover how they recruit subscribers.

A separate document is available with consumer protections guidelines specifically for Low-income Distributed Generation projects.

These guidelines also apply to each Approved Vendor’s designees, agents, and subcontractors. All Approved Vendors are responsible for taking reasonable measures to ensure agents and subcontractors comply with these guidelines. For example, Approved Vendors who work with subscriber management

CONSUMER PROTECTIONS GUIDELINES  
FOR LOW-INCOME COMMUNITY SOLAR PROJECTS

organizations, sales agents, and/or subcontractors must ensure these entities fully understand and abide by these guidelines. Approved Vendor Aggregators who work with Designees, as well as sales agents and subcontractors must also ensure these entities fully understand and abide by these guidelines.

For the purpose of the following guidelines, any reference to “Approved Vendor” should be understood to apply to all Approved Vendor types and to their Designees, agents, employees, contractors, and subcontracting or partnering solar installers and marketers (including those responsible for recruiting and signing up project subscribers). Approved Vendors are responsible for the activities of their agents or subcontractors related to meeting these guidelines and shall monitor marketing and sales activities to ensure that their agents are providing accurate and complete information and complying with all laws and regulations, including these guidelines.

## **Consequences for violation of consumer protections guidelines**

1. Approved Vendors found by the Program Administrator to have violated consumer protection standards may be subject to, at minimum, formal “Probation” status or suspension from the Illinois Solar for All Program and potentially from the Adjustable Block Program, and if in violation of local, state, or federal law, also potential civil or criminal penalties from other relevant authorities. The Illinois Power Agency (“IPA” or “Agency”) reserves the right to refer possible cases of consumer fraud to the Office of the Attorney General of Illinois.
2. Approved Vendors may be subject to conditional approval and other forms of progressive discipline upon discovery of any problems related to consumer protection, including temporary or permanent suspension from program participation.
3. Approved Vendors 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.
4. The Program Administrator’s determinations of discipline due to violations of consumer protection guidelines may be appealed to the IPA, and the opportunity to appeal (as a well as a deadline by when such appeal should

be made) will be communicated by the Program Administrator as part of its determination of discipline. To appeal to the IPA, an Approved Vendor should provide to the IPA a request for reconsideration of discipline in writing on company letterhead explaining its rationale for why it believes the Program Administrator's determination is in error as well as sharing any supporting information, documents, or communications. The IPA may request additional information and materials from the Approved Vendor, and/or seek to schedule a call or informal discussion with the Approved Vendor to learn more about the basis for the Approved Vendor's position. The IPA will endeavor to issue final determinations on discipline, including a supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.

## Standard disclosures

1. Standard disclosures are required for all Low-income Community Solar project subscriptions. Disclosures are facilitated via the Approved Vendor portal at [www.illinoisfa.com](http://www.illinoisfa.com). Contract terms and system information are entered into the portal disclosure form and an automated disclosure form is created based on the financial model and project type.
2. Each subscriber to a participating project must receive the completed, standard disclosure prior to contract execution. The Approved Vendor will be required to submit a signed copy (signed either physically or electronically by the participant) when applying for a REC contract.
3. The ILSFA Program Administrator may follow up with customers to confirm that the customer received, understood, and signed the ILSFA Standard Disclosure Form. If, after the Program Administrator's reasonable investigation and subject to affirmation by the IPA, a customer is found not to have received or understood the ILSFA Standard Disclosure Form, yet signed the form, the Approved Vendor may be subject to discipline for the violation of consumer protections guidelines.

## Financial requirements

1. All Illinois Solar for All Low-income Community Solar subscribers must have no up-front payments or up-front subscription fees. In other words, required payments or fees may not begin until the project is energized and

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- producing value for the participant, and the customer has a subscription in place to realize value from the project.
2. Approved Vendors must demonstrate that any ongoing costs and fees paid by the participant will not exceed 50% of the value of energy generated by the participant's share of the system.
    - a. Value will be determined by the Participant's net metering credits as represented by anticipated bill credits from their energy supplier.
    - b. 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.
    - c. Savings is calculated by dividing total subscription costs by total energy (supply) value; energy value will be based on either 1) an average statewide residential equivalent of \$0.06 per kWh, or 2) the customers actual rate, determined by averaging the supply rate over a 12-month period using actual bills. Copies of bills will be submitted at Part II project application. This rate will be used as an average net metering offset or credit value.
    - d. Energy escalation can be calculated at no more than 1.7% per year.
    - e. Annual cost increases to Participants cannot exceed the energy escalation rate for that customer's calculations.
  3. Approved Vendors will ensure that loans for the purchase of a share in the Low-income Community Solar project will not be secured by the program participant's home or home equity.
  4. 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>.
  5. Contracts for loans to purchase panels as part of qualified Low-income Community Solar projects, or lease subscription contracts, must offer terms that include forbearance. If a program participant can show good

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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-gm-rule.pdf](http://files.consumerfinance.gov/f/201304_cfpb_compliance-guide_atr-gm-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.

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.

## Participant data and Income Verification

1. Approved Vendors are required to collect property and contact information for each subscriber, including income verification information and limited personally identifiable information.
  - a. Approved Vendors will not initiate the income verification process for a customer without the customer first giving consent.
  - b. Participants must first certify their income eligibility before the Approved Vendor verifies their eligibility. Income qualifications levels by Illinois county/MSA are available on <https://www.illinoisfa.com>.
  - c. Income verification for ILSFA subscriber participants must be done in the prescribed manner detailed in 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 Participant Eligibility and Verification section of the Approved Vendor Manual.
  - d. All personally identifiable information related to income verification (Social Security number, income, etc.) will be deleted/destroyed by the Approved Vendor once the participant has been approved by the Program Administrator.
2. The Approved Vendor 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.
3. Any data breach of participant information, including loss of control, compromise, unauthorized disclosure, acquisition or access of that data must be reported to the Program Administrator and affected Participants immediately.
4. Participant or project data may not be given or sold to anyone outside of the Approved Vendor organization or shared with subcontractors or agents other than to conduct the business of Illinois Solar for All project development.

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5. In addition, Approved Vendors and their agents will ensure all parties related to ILSFA projects meet the requirements of the Illinois Personal Information Protection Act, 815 ILCS 530.
6. An Approved Vendor must retain each customer's subscription contract for a minimum of six months longer than the duration of the subscription. Upon request by the IPA or Program Administrator, the Approved Vendor shall provide these records within twenty-one calendar days.
7. Upon the customer's request, the Approved Vendor shall provide the customer a copy of the fully executed contract via e-mail, U.S. mail, or facsimile within twenty-one calendar days. The Approved Vendor shall not charge a fee for the copies if a customer requests no more than three copies in a 12-month period.

## Marketing materials requirements

1. Approved Vendors and their agents and subcontractors shall not make any demonstrably false or misleading statements.
2. Approved Vendors and their agents and subcontractors shall accurately portray the nature of solar power and renewable energy credits ("RECs"), community solar, and the Illinois Solar for All Program. Approved Vendors shall disclose their intent to sell the project's RECs into the ILSFA Program. Should an Approved Vendor have any questions about whether a statement constitutes accurate portrayal, the Approved Vendor should first submit that statement to the Program Administrator for review. The Program Administrator will endeavor to respond within 5 business days.
  - a. What is the Illinois Solar for All Program?
    - i. 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.
    - ii. 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.
    - iii. Examples of statements companies may not make related to ILSFA:
      1. "We represent the ILSFA Program."

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2. “The ILSFA Program pays incentives to low-income households.”
3. “The ILSFA Program gives RECs to participants.”
4. “The ILSFA Program gives out free solar panels.”
- iv. Examples of statements companies may make related to the ILSFA Program:
  1. “The ILSFA is a state program that provides an incentive for solar PV systems that serve low-income and environmental justice communities.”
  2. “If you sign a contract with us, and our application to ILSFA is approved, our community solar PV system will be part of the ILSFA Program.”
  3. “As a subscriber to a project that participates in ILSFA, you will attain net savings on your electric bill, based on your current supply rates.”
- v. Companies may not make any demonstrably false or unsubstantiated statements about the Illinois Solar for All Program.
- b. What are RECs and why are they valuable?
  - i. RECs are created when renewable energy generation systems, including solar panels, generate electricity, but RECs are not the electricity itself. Instead, RECs represent the environmental attributes of that electricity. RECs can be bought and sold, and whoever owns the RECs has the legal right to say they used that “clean” or “renewable” energy.
  - ii. Under Illinois law, utilities are required to supply a certain amount of their energy from renewable sources through the purchase and retirement of RECs. If the RECs from a community solar project are transferred to a utility or the IPA through the ILSFA Program, then the subscriber should not claim to be using clean or renewable electricity. Thus, Approved Vendors and their subcontractors may not suggest that customers subscribing to projects participating in the ILSFA Program will receive or use renewable electricity.
  - iii. Examples of statements companies may not make related to RECs and the energy produced by the system:
    1. “Your home will run on cleaner, greener energy.”
    2. “The sun will provide your electricity.”



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- iv. Examples of statements companies may make related to RECs and the energy produced by the system:<sup>2</sup>
  - 1. “The renewable attributes (“RECs”) of this electricity will be sold by us to keep the cost of your subscription affordable.”
  - 2. “This community solar project will help Illinois reach its solar goals.”
  - 3. “This community solar project will create energy from the sun.”
  - 4. “By subscribing to this community solar project, you will contribute to the development of new solar power.”
- v. Companies may not make any demonstrably false or unsubstantiated statements about RECs.
- c. What is the relationship between the Adjustable Block Program (“ABP”) and the Illinois Solar for All Program?
  - i. The Illinois ABP, like the ILSFA Program, is an incentive program that supports the development of new solar photovoltaic systems in Illinois through the purchase of RECs, including community solar projects. While the ABP enables the sale of RECs produced by PV systems to Illinois utilities, the ILSFA Program enables the sale of RECs produced by PV systems to both utilities and the Illinois Power Agency, depending on the source of funding.
  - ii. The ABP will purchase RECs from qualified projects serving any type of household, business, or other entity. The ILSFA Low-income Community Solar sub-program specifically serves low-income households.
  - iii. The incentives (value of the RECs purchased) for the ILSFA program are measurably higher than in the ABP to allow incentives to be passed on to qualified participants and help cover the additional costs associated with marketing, building, and maintaining PV systems in these communities.
- 3. ILSFA sets a goal of allocating 25% of incentives to environmental justice communities across the state. The designation of environmental justice

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<sup>2</sup> See 16 C.F.R. § 260.15(d), Ex. 5; also see Federal Trade Commission letter dated February 5, 2015, available at [https://www.ftc.gov/system/files/documents/public\\_statements/624571/150205gmpletter.pdf](https://www.ftc.gov/system/files/documents/public_statements/624571/150205gmpletter.pdf).

- communities is done using a method prescribed in the Long-Term Renewable Resources Procurement Plan.
- a. This designation is used solely for establishing a mechanism for achieving this goal. The designation does not have specific or implicit purpose outside of this ILSFA allocation goal.
  - b. Further, households that reside within a designated environmental justice community are not qualified to participate in ILSFA because of this designation. Households must still qualify based on income.
  - c. Approved Vendors or their agents and subcontractors will not state that customers will qualify for ILSFA based on residing in an environmental justice community.
4. Approved Vendors are required to include contract provisions that ensure the financial terms between vendors and participants are clear, transparent, and protect participants against unsafe and unfair business practices.
- a. Clear and transparent financial terms
    - i. Contracts and marketing materials must be presented in the language requested by the participant.
    - ii. All terms and values in the marketing materials, including terms and values related to escalators, financing terms, and rates, must be consistent with terms used in the ILSFA Community Solar Standard Disclosure Form and the contract.
    - iii. All terms and values related to system production that are used to estimate the customer's financial return in the ILSFA Community Solar Standard Disclosure Form must be consistent with the system production terms and values that are submitted to the Program Administrator and used to calculate the number of RECs that the system will produce.
    - iv. All marketing materials must be consistent with the ILSFA Community Solar Informational Brochure.
  - b. Talking about financial benefits
    - i. Illinois Solar for All requires that all qualified participants see no upfront costs or subscription fees.
    - ii. Community solar marketing agents shall emphasize to prospective subscribers that value from their subscription agreement is primarily realized through electricity bill

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- credits, and that enrollment in net metering for community solar will take place as part of the subscription enrollment process. The value of community solar net metering bill credits will depend on the subscriber's energy supply rate. There may be a lag of 1-2 billing cycles before net metering credits appear on the subscriber's bill.
- iii. ILSFA requires that all ongoing costs and fees to participants do not exceed 50% of the value of the energy generated for their share of the system. For example:
    1. If a Low-income Community Solar subscriber receives \$500 of bill credits on average on their electricity bill annually, their total costs and fees must not exceed \$250 on average annually.
  - iv. A community solar provider cannot state that a customer will be guaranteed to save money unless the provider guarantees that the customer will always pay fees on a per-kWh basis equaling less than the utility's default supply rate.
  - v. Examples of statements that companies may not make related to whether or how customers will save money:
    1. "If you subscribe to an ILSFA community solar project you will save 50% on your energy bills."
    2. "ILSFA guarantees savings on your energy bills."
    3. "ILSFA guarantees 50% savings for all community solar subscribers."
  - vi. Examples of statements companies may make related to whether customers will save money:
    1. "The ILSFA Program requires that all subscribers see value from the energy the solar PV system generates."
    2. "ILSFA community solar subscribers see value from their solar PV system in different ways, depending on the rate you pay for your electricity supply and your share of the community solar system."
    3. "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 initiating the subscription) through the program."
5. Approved Vendors and their agents shall accurately portray their identities and affiliations.

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- a. All materials shall reflect that the Approved Vendor, or the Approved Vendor's agent, is not employed by, representing, endorsed by, or acting on behalf of the Illinois Power Agency, the Program Administrator, a utility or a utility program, a consumer group or consumer group program, or a governmental body, except in those cases where the Approved Vendor is a consumer group or governmental body. Approved Vendors and their agents shall refrain from making false claims or creating false impressions regarding their identity and/or affiliations.
- b. Use of utility or government names and logos
  - i. All marketing materials produced by the Approved Vendor or its agents and subcontractors must be submitted to the Program Administrator for review upon request.
  - ii. Illinois Solar for All standard program brochures or marketing materials may be adapted by the Approved Vendor or their agents and subcontractors only upon review and approval of the Program Administrator.
  - iii. An Approved Vendor or its agent shall not use the logo of a public utility, the Illinois Commerce Commission ("ICC"), the Illinois Power Agency, the Program Administrator, the State of Illinois, the ILSFA Program, or the ABP in any manner, except the following:
    1. An Approved Vendor or their agents and subcontractors may use the IPA or Program Administrator logo only on materials that have been created by the IPA or Program Administrator, including the ILSFA Community Solar Informational Brochure and the ILSFA Standard Disclosure Form.
    2. An Approved Vendor or their agents and subcontractors may use the Illinois Solar for All logo only on materials that have been created by the IPA or Program Administrator, including the ILSFA Community Solar Informational Brochure and the ILSFA Standard Disclosure Form.
  - iv. An Approved Vendor or its agent shall not use the name of a public utility, the ICC, the IPA, the Program Administrator, or the State of Illinois in any manner that is deceptive or misleading, including, but not limited to, implying or otherwise leading a customer to believe that an Approved Vendor is soliciting on behalf of, or is an agent of, a utility,

the ICC, the IPA, or the Program Administrator. For avoidance of doubt, an Approved Vendor can state the fact that it is an Approved Vendor under the IPA's Illinois Solar for All Program.

- v. An Approved Vendor or its agent shall not use the name, or any other identifying insignia, graphics, or wording that has been used at any time to represent a public utility company, the ICC, the IPA, or the Program Administrator, or their services, to identify, label or define any of its offers. This does not, however, restrict use of a utility name in describing where an offer is valid.
- vi. IPA and the ILSFA Program Administrator will address any requests for exceptions on a case-by-case basis.

## Marketing behavior requirements

1. Approved Vendors shall comply with all existing local, state, and federal laws.
2. Complaints by Illinois Solar for All community solar subscribers to the Approved Vendor or the agents or subcontractors related to Illinois Solar for All projects must be reported to the Program Administrator by the Approved Vendor.
3. Complaints by program participants directed or conveyed to Approved Vendors should be acted upon promptly, with initial contact made by the Approved Vendor within 24 hours of notice.
4. If a community solar subscription contract requires a customer to receive service from a specific Alternative Retail Electric Supplier (ARES), then the initial energy supply rate that the customer will be charged by the ARES must be disclosed on the Standard Disclosure Form, as well as disclosure of 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 to be a sufficient disclosure of the method and formula used to determine the energy supply rate.
5. Unfair, deceptive, or abusive acts or practices
  - a. Approved Vendors shall conduct all aspects of their business that touch on customers or their interests without any unfair, deceptive, or abusive acts or practices ("UDAAP").

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- b. Approved Vendors shall regularly examine and consider the possibility of UDAAP violations in all aspects of their business that touch on customers or their interests, including but not limited to marketing, sales, origination, contract terms, contract options, installation, servicing, and loss mitigation.
6. Advertising
  - a. No advertising claim by any Approved Vendor should be deceptive or misleading, whether by affirmative statement, implication, or omission, including claims:
    - i. About products or services.
    - ii. About pricing, quality, and performance.
    - iii. About subscriber savings.
    - iv. About contract terms and conditions.
    - v. Or any other program related claims.
    - vi. Made in print, electronic, verbal, and any other medium.
  - b. All claims must be based on factual, verifiable sources.
  - c. Approved Vendors should be familiar with all advertising laws, rules, regulations, and guidance, including Federal Trade Commission guidance on advertising and marketing “green” or “solar” or “renewable” products.
  - d. Approved Vendors should avoid referring to a community solar subscription as “free” in oral or written marketing or sales discussions unless the customer will not pay anything for the benefits they receive from the community solar subscription contract.
7. Sales and marketing interactions
  - a. An Approved Vendor 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, and any analogous state or local laws. This includes provisions related to:
    - i. Prohibitions against manually dialed calls to wireless numbers;
    - ii. Call time restrictions;
    - iii. Call curfews and banning calls to customers on statutory holidays or during a declared state of emergency;
    - iv. Not autodialing or texting wireless numbers without prior express written consent;

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- v. Limitations on the length of time callers may allow phones to ring;
  - vi. 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;
  - vii. All applicable e-mail requirements, including properly identifying the type of e-mail and opt out provisions.
- b. Any community solar provider for a project that is, or seeks to be, part of the ILSFA Program must respect the wishes of customers who do not want to be contacted by maintaining accurate and current “do-not-contact” lists of such customers and by requiring its subcontractors to maintain such lists.
- i. Companies with “do-not-contact” lists that receive customer “do-not-contact” requests through an employee, agent or contractor must add the customer to their “do-not-contact” lists.
  - ii. Companies with “do-not-contact” lists must ensure that employees, agents and contractors (e.g., solar lead generators) have access to up-to-date “do-not-contact” lists, and that they comply with all laws and the ILSFA program guidelines regarding sales and marketing interactions.
  - iii. Companies with “do-not-contact” lists must have reasonable protocols to ensure that employees, agents, and contractors do not initiate contact with customers on their “do-not-contact” lists.
  - iv. For companies with “do-not-contact” lists, their agents and contractors may contact customers previously listed on a “do-not-contact” list who later initiate contact with companies, their agents, or contractors, but subject to all applicable local, state and federal limitations on the breadth of such contact.
- c. Approved Vendors and their agents and subcontractors must conduct business affairs with the goal of openness and transparency and not seek to take advantage of or otherwise exploit a customer’s lack of knowledge. If an Approved Vendor or its agent or subcontractor becomes aware that a customer clearly misunderstands a material issue in a solar transaction, the Approved Vendor should correct that misunderstanding.
8. Using Illinois Solar for All Brochures

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- a. The ILSFA Community Solar Informational Brochure must be presented to the customer at the first contact or first contact after brochure release between the Approved Vendor and customer that occurs in person or online and during which community solar is discussed or information regarding community solar is presented. A customer signature is not required at this stage.
  - b. If first contact between an Approved Vendor and customer during which community solar is discussed or information regarding community solar is presented is by telephone or direct mail, the ILSFA Community Solar Informational Brochure shall be included at first (if any) follow-up that takes place in person or online. A customer signature is not required at this stage.
  - c. The ILSFA Community Solar Informational Brochure shall be given to the customer again prior to the execution of any contract, at the point in time at which the contract is executed.
  - d. The ILSFA Standard Disclosure Form is to be completed after a consumer's subscription size is agreed upon, and a completed disclosure form must be delivered to the customer before the subscription contract is signed. A representative of the Approved Vendor shall review the disclosure form with the customer before the customer signs it and provide the customer with an opportunity to ask questions about the disclosure form. An electronic signature is permitted.
  - e. The ILSFA Informational Brochure and ILSFA Standard Disclosure Form may be delivered to the customer electronically, but these two documents must be delivered to the customer. (and not merely hyperlinked).
9. In-person solicitation
- a. An Approved Vendor's agent or representative shall state that he or she represents an independent seller or third-party owner ("TPO") of a community solar provider. An Approved Vendor's agent or representative shall not state or otherwise imply that he or she is employed by, representing, endorsed by, or acting on behalf of, a utility, a utility program, a consumer group, a consumer group program, a governmental program, or government body (unless the Approved Vendor is a governmental body or consumer group). The agent shall state the company or organization they work for. If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the



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Approved Vendor can request permission from the Program Administrator to do so.

- b. In the absence of local ordinances or regulations, Approved Vendors and their agents or representatives 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.
- c. The Approved Vendor agent or representative 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 without separate consent.
- d. Each Approved Vendor and its subcontractors shall perform criminal background checks on all employees and agents engaged in in-person solicitation. The Approved Vendor shall maintain a record confirming that a criminal background check has been performed on its employees or agents in accordance with this Section. 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 subcontractor should use their reasonable judgement in evaluating the suitability of any other employees or agents with records for other offenses for in-person solicitations and is not prohibited from otherwise employing persons with criminal records or using such persons for in-person solicitations.<sup>3</sup>

#### 10. Telemarketing

- a. In addition to complying with the Telephone Solicitations Act [815 ILCS 413], an Approved Vendor's agent or representative who contacts prospective participants or participants by telephone for the purpose of signing up customers for community solar subscriptions shall provide the agent's name and identification number. The Approved Vendor agent shall state that they represent a community solar provider. An Approved Vendor's

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<sup>3</sup> These guidelines are not intended to be inconsistent with Approved Vendors' 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 2-16-054.

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agents or representatives shall not state or otherwise imply that they are employed by, representing, endorsed by, or acting on behalf of, a utility or a utility program, a consumer group or a consumer group program, or a governmental body or a program of a governmental body (unless the Approved Vendor is a governmental body or consumer group). If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.

11. Direct Mail

- a. Statements in direct mail material shall not claim that the Approved Vendor represents, is endorsed by, or is acting on behalf of, a utility or a utility program, a consumer group or program, or a governmental body or program (unless the Approved Vendor is a governmental body or consumer group). If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.

12. Online Marketing

- a. Each Approved Vendor offering subscription agreements to community solar projects online shall clearly and conspicuously make available the ILSFA Community Solar Informational Brochure. The Approved Vendor's marketing material shall not make any statements that it is a representative of, endorsed by, or acting on behalf of a utility or a utility program, a consumer group or a program run by a consumer group, a governmental body or a program run by a governmental body (unless the Approved Vendor is a governmental body or consumer group). If the Approved Vendor would like to inform potential customers of an endorsement by a governmental body or consumer group, the Approved Vendor can request permission from the Program Administrator to do so.

13. Conduct and training of agents, representatives, and contractors

- a. An Approved Vendor's agent or representative shall be knowledgeable of the requirements applicable to the marketing and sale of community solar subscriptions to the applicable customer class.
- b. All Approved Vendor agents or representatives must be familiar with PV systems generally, and the community solar subscription services that they sell, including how community solar systems share energy, the types of contracts offered, rates, payment and

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- billing options, the customer's right to cancel, and applicable termination fees, if any. In addition, the Approved Vendor agents must have the ability to provide the customer with a toll-free number for billing questions, disputes, and complaints, as well as the Program Administrator's toll-free phone number for complaints.
- c. Approved Vendor agents and representatives shall not utilize false, misleading, materially inaccurate, or otherwise deceptive language or materials in soliciting or providing services. Should an Approved Vendor have any questions about whether certain language or materials would be considered false, misleading, inaccurate, or deceptive, please submit that statement to the Program Administrator for review.
  - d. Account numbers can be collected incidental to collection of historical usage information. Account numbers or information obtained for this purpose shall not be used to solicit or offer any ARES supply service. If the customer does not sign a contract with the Approved Vendor or subcontractor, the Approved Vendor must delete all information related to and including that customer's account number.
  - e. All Approved Vendor agents or representatives engaged in any solicitation behavior connected to systems participating in the ILSFA Program shall complete a training program conducted by the Approved Vendor (or their employee or agent) that covers the applicable Sections of these marketing behavior guidelines. The Approved Vendor shall document the training of its agents and representatives and provide a certification to the Program Administrator showing that an agent or representative completed the training program prior to an agent being eligible to market or sell community solar subscriptions that will be part of the ILSFA Program. Upon request by the Program Administrator or the IPA, an Approved Vendor shall provide requested training materials and training records within seven business days.
  - f. The IPA and the Program Administrator reserve the right to produce standardized training materials and to require vendors to use those materials to supplement whatever other materials they may use.
  - g. When an Approved Vendor contracts with an independent contractor or subcontractor vendor to solicit customers on the Approved Vendor's behalf, the Approved Vendor shall confirm that the contractor or vendor has provided training in accordance with this Section.

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14. Customers not fluent in English

- a. Contracts and marketing materials must be presented in the language requested by the participant.
- b. If any sales solicitation, agreement, contract, or verification is translated into another language and provided to a customer, all the documents must be provided to the customer in that other language.
- c. 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, the Approved Vendor agent shall find another representative fluent in the customer's language, use an interpreter, or terminate the contact with the customer. When the use of an interpreter is necessary, a form consistent with Section 2N of the Illinois Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505) must be completed.
- d. During a telephone solicitation, when it would be apparent to a reasonable person that a customer's English language skills are insufficient to allow the customer to understand a telephone solicitation in English, or the customer or another person informs the agent of this circumstance, the agent must transfer the customer to a representative or interpreter who speaks the customer's language, if such a representative is available, or terminate the call.

15. Respecting a customer's request to not be contacted or to terminate contact

- a. An Approved Vendor's agent or representative making an in-person visit or solicitation shall immediately leave the premises at the customer's, owner's, or occupant's first request.
- b. An Approved Vendor's agent or representative making a telephone call to a prospective customer shall terminate the phone call at the request of the prospective customer.
- c. An Approved Vendor'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.

16. Identification of salespeople

- a. Approved Vendor agents or representatives who engage in in-person solicitation for community solar subscriptions shall display

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identification on an outer garment. This identification shall be visible at all times and prominently display the following:

- i. The Approved Vendor agent's full name in a clear and reasonable size font
  - ii. An agent ID number;
  - iii. A photograph of the Approved Vendor agent; and
  - iv. The trade name and logo of the company the agent is representing.
- b. If the identification only includes the required information listed above (agent's name, agent's ID number, agent's photo, and trade name and logo of the company the agent is representing), this identification is not required to be submitted to the Program Administrator for review as marketing materials. If the identification displayed by Approved Vendor agents includes additional information, that identification is subject to Program Administrator review to ensure that it does not conflict with the guidelines for marketing materials.
17. The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing to the Office of the Illinois Attorney General, consumer protection groups, local authorities, and/or others.

## **Systems energized on or after June 1, 2017 and before these guidelines were issued**

1. Some Low-income Community Solar projects submitted into the ILSFA Program may involve marketing, sales, disclosures, contracts, and other arrangements that were completed prior to the full development and final publication of these guidelines.
2. Approved Vendors and their agents and representatives shall ensure that if any prior statements or representations are inconsistent with these Guidelines, that they clearly update and correct those statements and representations with any entity that subsequently becomes a subscriber to their community solar project.
3. For such systems the Illinois Commerce Commission's Order in Docket No. 17-0838 requires the following for consumer protection:
  - a. A signed subscription contract amendment, that brings the contract into full compliance with the minimum contract requirements from the Plan;

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- b. The ILSFA Community Solar Standard Disclosure Form, signed by the customer after subscription contract execution; and
  - c. Proof that the ILSFA Community Solar Informational Brochure was provided to the customer.
4. The above-mentioned materials must be provided by the Approved Vendor at the time the project applies to the ILSFA Program.
5. Attached at the end of this document is an attestation form that Approved Vendors must complete at the Part II application stage for any Low-Income Community Solar project, related to compliance with these Consumer Protection Guidelines, provision of a Standard Disclosure Form and ILSFA Community Solar Informational Brochure, and compliance with ILSFA Low-income Community Solar Contract Requirements. For projects that were energized or executed subscription contracts with subscribers on or after June 1, 2017 and before the issuance of these final Low-Income Community Solar Consumer Protection Guidelines on May 10, 2019, the attestation form is meant to allow for the possibility that the subscriber is not responsive to good-faith attempts to contact him/her for this purpose or refuses to sign an amended contract or disclosure form. If the Approved Vendor claims that the customer could not be reached and/or refused to sign a revised contract or ILSFA Standard Disclosure Form, then the Program Administrator may attempt to contact that customer or system host to confirm this claim.
6. The IPA and its Program Administrator retain the ability to exclude projects that, in their determination, represent deceptive marketing or bad faith business practices through complaints or other information brought to their attention (whether or not subscribers have signed contract amendments or disclosure forms), and will “monitor, to the extent possible, potential Approved Vendors’ conduct to ensure good-faith attempts of compliance with the spirit of pending consumer protection requirements.” (See ICC Order of April 3, 2018 at 107).

## Attestation

### ILLINOIS SOLAR FOR ALL PROGRAM LOW-INCOME COMMUNITY SOLAR PROJECT APPLICATION

#### PART II ATTESTATION FOR APPROVED VENDORS

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Approved Vendor

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Project Location

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Date of project energization (if applicable)

As part of the Approved Vendor's application of this project to the Illinois Solar for All Program ("ILSFA"), the Approved Vendor attests to all of the following:

#### 1. MARKETING COMPLIANCE

With respect to this project, any and all marketing activity that occurred after the IPA released its final ILSFA Low-income Community Solar Consumer Protections Guidelines on May 10, 2019 was fully compliant with those Guidelines.

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## 2. DISCLOSURE FORM AND BROCHURE

*Please choose A or B*

A.  A Standard Disclosure Form signed by each subscriber identified in this Part II application, including an attestation that the ILSFA Low-income Community Solar Informational Brochure was received, is being provided with this application.

**-or-**

B.  This project went under contract for community solar subscription for certain subscriber(s) prior to the release of final ILSFA Low-income Community Solar consumer protection materials on May 10, 2019. With respect to this project, good-faith, diligent efforts after that date to provide the Standard Disclosure Form and the ILSFA Low-Income Community Solar Informational Brochure to each of the following subscribers were unsuccessful or resulted in the subscriber's refusal to sign the disclosure.<sup>4</sup> [List affected subscribers]

## 3. COMMUNITY SOLAR SUBSCRIPTION CONTRACT

A.  The community solar subscription contract signed between the Approved Vendor (or its agent) and each subscriber identified in this Part II application is fully consistent with information in the Standard Disclosure Form provided to the system host and Program Administrator.

B.  The subscription contract signed between the Approved Vendor (or its agent) and each subscriber identified in this Part II application provided the subscriber with a 3-day right to cancel the contract. [If the subscription contract was executed prior to the date of publication of final Low-income Community Solar Consumer Protection Guidelines on May 10, 2019, the 3-day rescission option could have been provided after that date.]

*Please choose only one of C or D*

C.  The Low-income Community Solar subscription contract signed between the Approved Vendor (or its agent) and each subscriber identified in this Part II

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<sup>4</sup> Please note that this attestation option cannot be exercised until 7 days have passed after the disclosure form is generated and provided to the subscriber.



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application is fully compliant with all ILSFA minimum Low-income Community Solar Contract Requirements published by the IPA on May 10, 2019.

**-or-**

D.  If a Low-income Community Solar subscription contract was executed between the Approved Vendor (or its agent) and a subscriber prior to the IPA's publication of final ILSFA Low-income Community Solar Contract Requirements on May 15, 2019, please list the name of each such subscriber here and, for each subscriber, check **one** of the following:

The Approved Vendor (or its agent) has executed a signed contract amendment with the subscriber that brings the contract into full compliance with all minimum contract requirements published by the IPA on May 15, 2019.

The original Low-income Community Solar subscription contract was already fully compliant with the final contract requirements published by the IPA on May 15, 2019.

The Approved Vendor's (or its agent's) diligent, good-faith efforts to contact the subscriber using all known contact information, following the release of the IPA's final ILSFA Low-income Community Solar subscription contract requirements, were unsuccessful.

The subscriber refused to sign the contract amendment.

Other (please explain):

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# Standard Disclosure Form

## Community Solar

### Read this Form Before You Sign a Binding Subscription Contract

#### ABOUT ILLINOIS SOLAR FOR ALL

Illinois Solar for All (ILSFA) is a state-administered program that provides income-qualified members of low-income and environmental justice communities with access to solar energy projects. To be an income-qualified ILSFA participant, your household's income must be 80% or less of the Area Median Income, which is based on where you live. If your household income qualifies you for ILSFA, you can save money and will have no upfront participation costs. ILSFA participants also benefit from important consumer protections included in the program.

For subscriptions to ILSFA community solar projects, income-qualified subscribers must complete the ILSFA Basic Information Form and provide all required documentation in addition to reviewing and signing this Disclosure Form. Subscribers that are not income-qualified may still subscribe to projects and see measurable savings. More information can be found on the ILSFA website:

[IllinoisSFA.com/programs/community-solar](https://IllinoisSFA.com/programs/community-solar).

Illinois Shines (also called the Adjustable Block Program) is a similar state program that also provides access to solar energy projects. However, participants don't have to be income-qualified and are not guaranteed to save money on their electricity costs. **Please be aware of whether the project you are considering subscribing to is an Illinois Shines community solar project or an Illinois Solar for All community solar project.**

#### ABOUT COMMUNITY SOLAR

Community solar allows many customers served by the same electrical utility to subscribe to shares of a single solar project. If you subscribe to a community solar project, you may pay a monthly fee for your subscription and, in turn, you'll receive credits on your electric bill (in dollars) for the electricity produced by your share of the community solar project. Your subscription size may be limited by how much electricity you typically use. If you subscribe to a community solar project through ILSFA's Low-Income Community Solar sub-program, your subscription is guaranteed to save you money on your electricity costs.

#### ABOUT THIS DISCLOSURE FORM

The purpose of this disclosure form is to provide you with clear and correct information about your subscription to an ILSFA community solar project before you sign your subscription contract, including your contract's length and your costs and savings.



You must enter into a **subscription contract** with a **Community Solar Provider** to participate in an ILSFA community solar project. The Community Solar Provider is the company that signs up subscribers and is your main contact for the project.

**This form is not your subscription contract – it is a resource to help you understand your community solar subscription.** Your Community Solar Provider must give you this completed disclosure form and the ILSFA Low-Income Community Solar brochure before you sign your subscription contract. If you decide to sign a subscription contract, you must also sign this disclosure form. **Read this disclosure form and your subscription contract closely before signing them.**

Your Community Solar Provider will submit this disclosure form to the ILSFA **Program Administrator**, a non-profit organization called Elevate Energy, who may contact you to verify that you have received it. You may cancel your subscription contract within three days of signing it with no cost or penalties by contacting your Community Solar Provider. Subscribers not qualified by household income will receive a full refund if they cancel within three days.

## Contact Details

Community Solar Provider*	Approved Vendor*	Subscriber
Name:	Name:	Name:
Street:	Street:	Street:
Apartment/Suite:	Apartment/Suite:	Apartment/Suite:
City:	City:	City:
State:	State:	State:
Zip:	Zip:	Zip:
Phone:	Phone:	Phone:
Email:	Email:	Email:
		Utility:
		Electricity Supplier:



\*Note that the **Approved Vendor** is registered with the Illinois Solar for All Program as the organization responsible for project development and for meeting the requirements of the Illinois Solar for All Program. The Approved Vendor may contract the management and/or enrollment of subscribers to different organizations, referred to here as the Community Solar Provider.

The **Community Solar Provider** is the organization that you, the subscriber, will interact with as a representative of the community solar project you are subscribing to. In some instances, the Approved Vendor and the Community Solar Provider will be the same organization.

If you have questions after reviewing this Disclosure Form, contact your Approved Vendor or Community Solar Provider. You can also contact the ILSFA Program Administrator via email at [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or via phone at **1-888-970-ISFA (4732)**.

## Financial Summary

Your Community Solar Provider will offer one of the subscription contract types displayed below. Each type of offer may have different payment terms, costs, and savings, although all offers must include the minimum savings required by the ILSFA Program. If you subscribe to an ILSFA community solar project, you may receive two bills: one from your utility company featuring a discount on your electricity costs due to your subscription, and one from your Community Solar Provider for your subscription's cost.<sup>1</sup> Your Community Solar Provider can only bill you for up to half of the value of electricity that your subscription produced. This means that even though you will receive two bills per month, the combined bills will show a savings compared to not being a part of this program. See the Net Metering/Bill Crediting section later in this disclosure for more information.

**SUBSCRIPTION SIZE**

\_\_\_\_\_ kW AC

Check your contract to see if the subscription size noted here is the same. System sizes that are more than 5% smaller or larger require that you be given an updated disclosure form with a subscription size that matches your contract.

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<sup>1</sup> In some instances, you may also have a separate bill from your Electricity Supplier. See the Net Metering section of this disclosure for more information.



Financial Summary	
<p><b>Subscription Contract Type</b></p> <p><input type="checkbox"/> <b>Per kWh Rate - Fixed</b>  <i>You pay a fixed amount per kWh of electricity generated by your subscription. For example, you may pay \$0.03 per kWh and receive a \$0.06 per kWh hour bill credit. Your rate may increase with inflation over time.</i></p> <p><input type="checkbox"/> <b>Per kWh Rate – Percent Savings</b>  <i>This option refers to a guaranteed percent savings, even if your cost of energy changes. For example, a 50% guaranteed savings might refer to a rate of \$0.03 per kWh when your electricity supply cost is \$0.06 per kWh. If your supply rate changes to \$0.08 per kWh, your community solar rate increases to \$0.04 per kWh. If your electricity supply rate decreases, then the community solar subscription rate you pay decreases.</i></p> <p><input type="checkbox"/> <b>Lease of System Share</b>  <i>You pay a fixed cost per month to lease a portion of the system and are credited for all the electricity generated by that portion each month. Your bill credits will change seasonally as system production changes.</i></p> <p><input type="checkbox"/> <b>Purchase of System Share</b>  <i>You purchase a portion of the system outright and are credited for all the electricity generated by that portion each month. Your bill credits will change seasonally as system production changes. Purchases of system shares are typically paid via a loan over the first years of the contract, but you will continue to receive bill credits for the life of the system (up to 25 years).</i></p>	
<input type="checkbox"/> <b>Payment Rate (For Lease or Purchase Contracts)</b>	\$ _____ <b>Per</b> _____ (time period)
<input type="checkbox"/> <b>Payment Rate (For Per kWh Rate Fixed Contracts)</b>	\$ _____ <b>Per kWh</b> _____ <b>kWh estimated per month</b> \$ _____ <b>per month</b>
<input type="checkbox"/> <b>Guaranteed Savings Percent Rate (For Per kWh Rate Percent Savings Contracts)</b>	_____ %
<p><b>Estimated Net Metering (Bill Credit) Rate</b>  <i>This is the rate at which you will be credited on your electric bill for each kWh generated from your share of the system.</i></p>	<p>\$ _____ <b>per kWh</b>            3.956¢ per kWh for Ameren Customers,            6.25¢ per kWh for ComEd Customers, or            a custom rate<sup>2</sup></p>
<b>Term of the agreement</b>	_____ <b>Years</b>
<b>Upfront Costs (always \$0)</b>	<b>\$0</b>

<sup>2</sup> A custom rate that better reflects the subscriber’s Supply Net Metering rate can be used, supported by 12 months of customer’s recent bills.



<b>First Year Costs and Savings</b>	
<p><b>Estimated First-Year Energy Production</b></p> <p><i>Total first-year estimated kilowatt hours produced by your share of the community solar system.</i></p>	<p>_____ kWh/year</p>
<p><b>Total First-Year Costs</b></p> <p><i>Total costs and fees you will pay in the first year.</i></p>	<p>\$ _____</p>
<p><b>Estimated Total First-Year Savings</b></p> <p><i>Total estimated savings in the first year; e.g. your total energy value from bill credits minus the costs and fees.</i></p>	<p>\$ _____</p>
<p><b>Estimated Total First-Year Savings Percent</b></p> <p><i>The estimated percent you will save; e.g. your total savings divided by your total energy value from bill credits.</i></p>	<p>_____ %</p> <p><b><i>For income-qualified households, this must be at least 50%.</i></b></p>
<b>Total Estimated Costs and Savings Over the Term of the Agreement</b>	
<p><b>Estimated Total Energy Production</b></p> <p><i>Total estimated kilowatt hours produced by the system over the term of your subscription contract.</i></p>	<p>_____ kWh over _____ years</p>
<p><b>Estimated Costs Over the Terms of Agreement</b></p> <p><i>Total costs and fees you will pay over the term of your subscription contract.</i></p>	<p>\$ _____</p>
<p><b>Estimated Savings Over the Term of the Agreement in Dollars</b></p> <p><i>Total estimated savings over the term of your subscription contract; e.g. your total energy value from bill credits minus your costs and fees.</i></p>	<p>\$ _____</p>
<p><b>Estimated Savings Over the Term of the Agreement as a Percent</b></p> <p><i>The estimated percent you will save; e.g. your total savings divided by your total energy value from bill credits.</i></p>	<p>_____ %</p> <p><b><i>For income-qualified households, this must be at least 50%.</i></b></p>

## The Costs and Fees Associated with Your Agreement

There may be additional costs and fees for your community solar subscription other than your subscription cost. If these costs or fees are not applicable to your contract, they will appear as blank or “\$0” below. Some costs or fees that you are required to pay may be included on your regular (monthly) community solar bill. Others may require a separate payment, which is also indicated below. Some fees may only be conditional, such as a late fee that will not be charged unless you make a late payment. Please read each item to understand what payments you are required to pay and when.

Costs and Fees			
Type of Fee:	Is this fee included in your regular payment?	How much is this fee?	Description:
	<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ [ ]	
	<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ [ ]	
	<input type="checkbox"/> YES <input type="checkbox"/> NO	\$ [ ]	

Financial Fees				
Type of fee:	Are you charged these fees?	Are these fees included in your payment?	How much are these fees?	Description:
Returned checks fee	<input type="checkbox"/> YES <input type="checkbox"/> NO	No	\$ [ ]	The fee charged each time a check is returned for insufficient funds when making a payment.
Late payment fee	<input type="checkbox"/> YES <input type="checkbox"/> NO	No	\$ [ ]	If a payment is received more than _____ days after due date, you will be charged \$__OR late payments accrue interest at _____% annually. These fees are <b>not</b> included in your regular payment.
Early termination fee	<input type="checkbox"/> YES <input type="checkbox"/> NO	No	See Description Below	If the lessor imposes an early termination fee or penalty, the amount of the fee/penalty will be calculated in the way described below. This fee is <b>not</b> included in your regular payment.

If Early Termination fees apply, these are the terms and calculations used to determine that fee:

## Income Verification

Please confirm that the correct option below has been selected to indicate whether your household is subscribing as an income-qualified participant of the Illinois Solar for All Program.

Eligibility Status
<input type="checkbox"/> This household <b>is</b> an income-qualified subscriber through ILSFA
<input type="checkbox"/> This household is <b>not</b> income-qualified
<input type="checkbox"/> Not applicable; non-residential subscriber

Income-qualified subscribers are required to complete the ILSFA Basic Information Form, which describes the various Income Verification Types, and provide all required documentation. Your Community Solar Provider will work with you to determine the easiest way to verify your income using one of the forms or documentation methods listed below. Please confirm that the correct option has been selected to indicate which income verification type is being used to determine your household’s eligibility for Illinois Solar for All. Subscribers that are not income-qualified can still participate, if allowed by the Community Solar Provider. If you are subscribing as a non-income qualified household, the “not applicable; not an income-qualified household” option will be selected in the Income Verification Type dropdown below.

Income Verification Type
<input type="checkbox"/> Qualified Census Tract with Income Affidavit
<input type="checkbox"/> Qualified Low-Income Program Participant Documentation
<input type="checkbox"/> Tax Transcripts (a summary of your tax return and any tax forms/schedules filed with the IRS)
<input type="checkbox"/> Tax Returns or Pay-stubs
<input type="checkbox"/> Not applicable; not an income-qualified household

## Project Details

- The community solar project you are subscribing to is located at:  
 \_\_\_\_\_  
 \_\_\_\_\_
- The estimated total size of the community solar project is: \_\_\_\_\_ kW AC
- The community solar project is owned by: \_\_\_\_\_
- Your community solar subscription is managed by: \_\_\_\_\_
- Has the construction of the community solar project been completed? \_\_\_ Yes \_\_\_ No
  - If no, the approximate date of project completion will be: \_\_\_\_\_





- If yes, has the community solar project been energized and granted permission to operate by the utility? \_\_\_ Yes \_\_\_ No
  - If no, what is the expected date of energization? \_\_\_\_\_
- The anticipated date you will start receiving net metering bill credits is: \_\_\_\_\_  
(please see Net Metering section below for more information)
- The anticipated date you make your first payment is: \_\_\_\_\_

## Your Subscription Details

- The size of your subscription is: \_\_\_\_\_ kW AC
- The estimated annual electricity produced from your subscription is projected to be \_\_\_\_\_ kWh in the first year.
- For Panel Purchase or Panel Lease agreements, your panels are estimated to **produce 0.5% less energy each year**.
- For Panel Lease or Panel Purchase options, will your Community Solar Provider guarantee a minimum level of electricity production from your share? \_\_\_ Yes \_\_\_ No
  - If yes, the minimum production guarantee is: \_\_\_\_\_
- Your estimated monthly payment is: \$ \_\_\_\_\_
- For customers whose savings are **not** tied to their existing rate, will your payments increase annually? \_\_\_ Yes \_\_\_ No
  - If yes, your payment will increase by \_\_\_ % each year.
- For customers whose savings **are tied** to their existing rate, your payment will increase at the rate your energy costs are anticipated to increase. This is estimated to be \_\_\_ % each year. Note that your savings will increase as well.

## End of Subscription Contract and Renewal

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

## Transferring Your Subscription

You have the right to transfer your subscription to another customer if the new subscriber lives in the same utility service area. You cannot be charged for transferring your subscription. The new subscriber will receive a disclosure like this one and will take over the responsibility of your payments and contract. Your Community Solar Provider will assist you with the transfer. If you terminate your contract prior to the agreed end date without transferring to another subscriber, you may be charged fees. Please see the Early Termination section above for these rules. If you move within the same utility service area, you may choose to keep your subscription. The terms of subscription may require changes if your electricity usage changes.

## Net Metering / Bill Crediting

### WHAT IS NET METERING AND WHO PROVIDES MY BILL CREDITS?

Net metering allows you to receive a monetary credit each month on your electricity bill for the electricity your community solar subscription produces. As part of your subscription, you will automatically be enrolled in net metering.

In Illinois, you have the option to select an electricity supplier that is different than your utility company. As part of your ILSFA community solar subscription, your Community Solar Provider may require that you sign up for a specific electricity supply plan. It may be helpful to understand that your electricity supplier sells electricity. Your local utility company delivers that electricity. Each may send monthly bills separately. When you use the utility company's default electricity supplier, or when your supplier bills you through your utility company's bills, you will only have one bill for your electricity. Your Community Solar Provider is required to share your community solar electricity production details with your utility each month. Your utility subtracts your community solar bill credits (a monetary credit) from your electricity bills each month. These credits are based upon the electricity produced by your subscribed share of the community solar project.

You should review your electricity bill each month. If you have any questions about your community solar net metering credits, you should contact your electricity supplier or your Community Solar Provider. After the community solar project generates electricity in a given month, there may be a lag of a month or two before your net metering credits appear on your bill. Under the Illinois Solar for All program, your Community Solar Provider cannot bill you until your net metering credits are activated. If you change your electricity supplier, you will be re-enrolled in net metering with the new supplier.

### MY ESTIMATED SAVINGS WITH NET METERING

For the purpose of estimating your savings, as described below, the assumed rate at which you will be credited for each kilowatt hour your subscription generates can be determined by using an average rate for your utility or by using a rate based on a review of your current electric bills. The rate used for determining your savings is:

- Average electricity supply for **Ameren** customers: 3.956¢ per kWh
- Average electricity supply for **ComEd** customers: 6.25¢ per kWh
- A rate established using your monthly bills: \$\_\_\_\_\_ per kWh

Your estimated savings are detailed on the first few pages of this disclosure. Below is a summary of your anticipated savings over the full term of your subscription contract. These are estimated savings based on everything known today. One important factor in determining your costs and savings is the rate at which your electricity costs will change over time. Typically, electricity costs increase with inflation. Your Community Solar Provider has assumed your electricity costs will increase at a rate of \_\_\_\_\_% on average each year. ILSFA requires that this estimated rate can be **no more than 1.7% annually** and that your community solar subscription payments cannot increase at an annual rate greater than the energy escalation rate assumed. This requirement helps to ensure that the assumptions made are realistic and reflect likely savings. The actual rate at which electricity costs will increase (or decrease) is not known. The table below shows your estimated savings with different assumptions on how much your electricity costs will increase over time.

Energy Escalation Rate		Total Estimated Savings
Low Estimate	0.5%	\$
Average Estimate	1.7%	\$
High Estimate	2.5%	\$

## Complaints

If you have a complaint, first try to solve the problem with your Community Solar Provider or Approved Vendor. If you can't agree with the company about how to solve the problem, contact the Illinois Solar for All Program Administrator at [info@IllinoisSFA.com](mailto:info@IllinoisSFA.com) or by calling **1-888-970-ISFA (4732)**. If you believe you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers can contact the Illinois Attorney General's office by calling one of the following hotlines:

Chicago  
 800-386-5438  
 TTY: 800-964-3013

Springfield  
 800-243-0618  
 TTY: 877-844-5461

Carbondale  
 800-243-0607  
 TTY: 877-675-9339

*Para obtener información y asistencia en español, llame al 1-866-310-8398.*

Visit the Illinois Solar for All website at [www.IllinoisSFA.com](http://www.IllinoisSFA.com) for more information or call the toll-free number at **1-888-970-ISFA (4732)**.

## Customer Signature

**Please Initial \_\_\_\_\_**: The person or company presenting this Disclosure Form has provided me with a copy, either electronic or printed, of the Illinois Solar for All Community Solar Brochure, and I have had the opportunity to ask questions about it.

**Signature:** *By signing this form, you certify that you received and read this form.*

PRINTED NAME: \_\_\_\_\_

SIGN: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**May 13, 2019**

Section 7.6.2 of the Long-Term Renewable Resources Procurement Plan (“the Plan”) provides a list of subscription contract requirements for Adjustable Block Program and Illinois Solar for All (“ILSFA”) Program community solar projects. Additionally, Section 8.14 of the Plan includes additional consumer protections applicable to ILSFA projects generally. The contract requirements listed beginning on page 3 below constitute the full Low-income Community Solar subscription contract requirements for ILSFA.<sup>1</sup>

As described in Section 6.13.1 of the Plan,<sup>2</sup> the Illinois Commerce Commission’s Order approving the Plan requires that, for systems already energized at the time of finalizing consumer protection requirements, the following is required:<sup>3,4</sup>

1. A signed contract amendment, that brings the contract or subscription agreement into full compliance with the minimum contract requirements from the Plan;
2. The disclosure form, signed by the customer post-contract execution; and
3. Proof that the brochure was provided to the customer.

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

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<sup>1</sup> Items (a) through (w) are from Section 7.6.2 of the Plan, and the subsequent items are from Section 8.14 or developed pursuant to the Plan.

<sup>2</sup> Section 8.14 of the Plan states that consumer protections found in Section 6.13 “will also apply to the Illinois Solar for All Program.”

<sup>3</sup> Pages 24-26 of the Low-income Community Solar Consumer Protection Guidelines (<https://www.illinoissfa.com/app/uploads/2019/05/ILSFA-Consumer-Protections-Guidelines-CS- v.2.pdf>) contains an attestation for Approved Vendors to submit to the Program Administrator related to these requirements for such projects.

<sup>4</sup> For systems already energized at the time Low-income Community Solar consumer protection requirements are finalized, Approved Vendors will have the opportunity at the Part II application to either provide proof of provision of the Disclosure Form and Informational Brochure to the subscriber, or else attest that good-faith, diligent efforts to provide the Disclosure Form and Informational Brochure to the subscriber after that date were unsuccessful. For systems that already had executed subscription contracts with the respective subscriber as of the date of publication of the final Community Solar Requirements, Approved Vendors will have an opportunity at the Part II application to attest that a contract amendment bringing the contract into full compliance with the requirements in this document was signed by the subscriber, or else attest that good-faith, diligent efforts to amend the existing contract with the subscriber after the date hereof were unsuccessful.

compliance with the below requirements) for every subscription upon application; however, as stated in Section 8.14 of the Plan, 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.

**All ILSFA Low-Income Community Solar subscription agreements must include the following terms:**

- (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:
  - (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:
  - (i) The amount of the security deposit;
  - (ii) A description of when and under what circumstances the security deposit will be returned;
  - (iii) A description of how the security deposit may be used; and
  - (iv) A description of how the security deposit will be protected.
- (h) A description of any fee or charge and the circumstances under which a customer may incur a fee or charge;
- (i) 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;
- (j) A statement that the customer may terminate the contract early, including:
  - (i) Amount of any early cancellation fee;
- (k) A statement describing contract renewal procedures, if any;
- (l) A dispute procedure;
- (m) The Agency's and Commission's phone number and Internet address;
- (n) A billing procedure description;
- (o) The data privacy policies of the Project Developer;
- (p) A description of any compensation to be paid for underperformance;
- (q) Evidence of insurance;
- (r) A description of the project's long-term maintenance plan;

- (s) Current production projections and a description of the methodology used to develop production projections;
- (t) Contact information for the Project Developer for questions and complaints;
- (u) A statement that the Project Developer does not make representations or warranties concerning the tax implications of any bill credits provided to the subscriber;
- (v) 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.
- (w) Any other terms and conditions of service.
- (x) 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..
- (y) The contract must be in the language requested by the customer.
- (z) 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>5</sup>
- (aa) Right of rescission within three days after contract execution
- (bb) The subscriber cannot be required to provide an upfront payment prior to energization.
- (cc) No prepayment penalties (for a lease or a loan for purchasing a project share) are allowed.
- (dd) 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

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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.

- 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