

# **Standard Disclosure Form**

### Distributed Generation PV System <u>Purchase</u> 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.

Installation site information	Customer Contact information
Site Owner Name	Name
Street	Street
Apartment/Suite	Apartment/Suite
City	City
State	State
ZIP	ZIP
Phone	Phone
Email	Email
Electric Utility	
Number of Units	
in Building	

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** or via phone at **1-888-970-ISFA (4732)**.



Seller	Approved Vendor	endor	
Name	Name		
Street	Street		
Apartment/Suite	Apartment/Suite		
City	City		
State	State		
ZIP	ZIP		
Phone	Phone		
Email	Email		

#### **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		
k	kW DC kW AC		of a new Disclosure Form.

#### SUMMARY OF COSTS AND SAVINGS

Estimated Monthly Savings	\$	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.
Upfront Costs	\$0	The amount you pay upfront, before the PV system starts producing energy is always \$0.
Total System Costs	\$	The total costs and fees to install your PV system.
Total Amount Financed	\$	The amount that will be financed through the proposed loan agreement.
The Term of Loan		How many years you will make payments.
Monthly Payment Amount	\$	The estimated monthly payment based on the defined terms in this disclosure.
Total Number of Payments		The total number of payments you will make over the term of the loan.
25-Year Costs	\$	The estimated total costs, fees, and interest you pay over 25 years.

25-Year Energy Production	kWh	The estimated number of kilowatt hours produced by your system over 25 years.
25-Year Energy Value	\$	The estimated amount of value your system will earn you over 25 years.
25-Year Energy Value Savings in Dollars	\$	The estimated amount of total savings you will see over 25 years in dollars. This is calculated by subtracting 25-year costs from the 25-year costs energy value produced.
25-Year Energy Value Savings Percentage	%	The estimated amount of total savings you will see over 25 years as a percent. The total value of the energy your system produces divided by your Energy Value Savings <b>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.

### What Is Illinois Solar for All?

The Illinois Solar for All program provides incentives that help make solar power more affordable to low-income households, non-profit organizations, and public facilities across the state. The Illinois Solar for All program is made possible by Public Act 99-0906 (also known as the Future Energy Jobs Act), and is administered by Elevate Energy on behalf of the Illinois Power Agency ("IPA").

### 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 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.

<b>RECs Generated</b>	Value per REC	Total REC Value
	\$	\$
The estimated total number of	The fixed price paid	The estimated value of all RECs
RECs generated over 15 years.	for each REC sold.	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. Links to interconnection information are provided below for three Illinois electric utilities:

- Ameren Illinois: <u>Ameren.com/Illinois/Residential/Supply-</u> choice/Renewables/Distributed-generation
- Commonwealth Edison Company: <u>ComEd.com/MyAccount/MyService/Pages/SmallerGenerators.aspx</u>

• MidAmerican Energy Company: <u>MidAmericanEnergy.com/customer-generation.aspx</u>

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:
- <u>This is who will submit the net metering application on your behalf:</u>

### 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.

## Your Approved Vendor and Other Companies Working on Your PV System Installation

The following businesses will play a role in installing and maintaining your PV system. The businesses listed are independent and are not representing, endorsed by, or acting on behalf of a utility, a consumer group, or a governmental body.

Approved Vendor:	
Name	The company responsible for
Street	ensuring your system is
Apartment/Suite	installed and meets the
City	requirements of Illinois Solar
State	for All. The company that
ZIP	qualifies to sell the RECs and
Phone	receive the incentives on the
Email	system owner's behalf.

Seller:	
Name	
Street	The company that designs
Apartment/Suite	and sells you your system,
City	and with who you sign a
State	contract. This is often, but
ZIP	not always, the Approved
Phone	Vendor.
Email	

System Installer:	
Name	
Street	
Apartment/Suite	The company responsible for
City	ensuring your system is installed and meets the
State	installation requirements of
ZIP	Illinois Solar for All.
Phone	
Email	



If the system Installer is not known at this time, one of the following will be selected to install your system:

1st Potential Installer:	
Name	One of the companies that
Street	may be selected to install
Apartment/Suite	your system. If selected, this
City	company will be responsible
State	for ensuring your system is
ZIP	installed and meets the
Phone	installation requirements of
Email	Illinois Solar for All.

2nd Potential Installer:	
Name	One of the companies that
Street	may be selected to install
Apartment/Suite	your system. If selected, this
City	company will be responsible
State	for ensuring your system is
ZIP	installed and meets the
Phone	installation requirements of
Email	Illinois Solar for All.

3rd Potential Installer:	
Name	One of the companies that
Street	may be selected to install
Apartment/Suite	your system. If selected, this
City	company will be responsible
State	for ensuring your system is
ZIP	installed and meets the
Phone	installation requirements of
Email	Illinois Solar for All.

Maintenance Provider:	
Name	Long-term maintenance of
Street	your system may be
Apartment/Suite	provided by the Installer or a
City	separate company. See the
State	details below to see if
ZIP	maintenance is included, the
Phone	period the system is
Email	maintained, and any
	associated costs.

### **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 \$[\_] every [\_] 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	\$0	The amount you are required to pay before you start receiving energy from the installed PV system. This is always \$0.
Term of the loan	[ ] years [ ] months	The length of time you are required to make loan payments.
Payment Amount	\$ <mark>[]</mark>	The dollar amount of each loan payment.
Frequency of loan payments	Every [ <mark>-</mark> ] for [ <mark>-</mark> ] payments	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	🗆 Yes 🗆 No	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>&</sup>lt;sup>1</sup> See Consumer Financial Protection Bureau, April 10, 2013. Ability-to-Repay and Qualified Mortgage Rule, Small Entity Compliance Guide, <u>http://files.consumerfinance.gov/f/201304\_cfpb\_compliance-guide\_atr-qm-rule.pdf</u>.

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

The following are the costs and fees associated with installing and maintaining your PV system over the full term of the loan or 15 years, whichever is greater. Some services may not have associated fees. Some costs or fees may or may not be included in your loan 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 regular payment? Yes	\$	The total cost of the system, including design, components and equipment and installation is always included in your payment.
System <b>warranty</b> fee	Are you charged these fees? <b>No</b>		\$0	The cost of the warranty for your system <b>is always \$0</b> and included in your payments. See the details below of the terms of this warranty.
System <b>maintenance</b> fee	Are you charged these fees? <b>No</b>		\$0	The cost of the long-term maintenance of your system is always \$0 and included in your payments. See the details below of the terms of this maintenance.
Document preparation fees	Are you charged these fees? • Yes • No	Are these fees included in your regular payment? □ Yes □ No	\$	Any administrative costs associated with originating the lease agreement.
Internet non- connection fee	Are you charged these fees? □ Yes □ No	Are these fees included in your regular payment? □ Yes □ No	\$	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:		
Description	Included in lease payment:	\$
Description	Included in lease payment:	\$
Description	Included in lease payment:	\$

Financial Fees:				
Returned checks fee	Are you charged these fees? □ Yes □ No	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? □ Yes □ No	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? □ Yes □ No	Is this fee included in your regular payment? <b>No</b>		If the lessor imposes an early termination fee or penalty, the amount of the fee/penalty will be calculated in the following way: []. This fee is not included in your regular payment.

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. Below is an estimate of savings over 15 years.

#### **Your Estimated 25-Year Savings**

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.

Current 2019\$0.1248Per Kilowatt HourAverage Residential Energy Rate used:\$0.1248Per Kilowatt Hour	e itial Energy	Average Residentia
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	Energy Escalation Rate	Total estimated 25-Year Savings to Customer from Solar Energy
Low Estimate	0.5%	\$
Average Estimate	1.7%	\$
High Estimate	2.5%	\$

• The formula used for determining **Total Savings** is calculated by subtracting *Total Costs* and *Fees over 25 years* from the *Projected Energy Value over 25 years*.

Projected 25-year Energy Value - Total Costs and Fees over 25 years = Total Savings \$

• The Savings Percent is based on dividing the *Projected Energy Value over 25 years* by the Total Savings over the same period.

Total Savings \$	= Total
Projected Energy Value over 25 years	Savings %

• **Total Costs and Fees** are calculated by multiplying your total payments by the frequency of payments over the entire period of the loan, and then adding any additional, non-recurring fees. Financial penalties, late fees, or returned check fees are not included in the formula.

#### (Payment Amount x Number of Payments) + Additional Non-recurring Fees = Total Cost

• The **Projected Energy Value** is determined by multiplying the first year's projected energy output in kilowatt hours (kWh) by 25 years, then multiplying that by the projected cost of energy for each of 25 years. The cost of energy is escalated each year based on the energy escalation rates outlined above.



- **kWh** = Projected energy in kWh produced over 25 years, each year decreasing by a pre-determined rate
- **Rate** = Current average residential energy rate (\$0.1248), increasing at a predetermined rate (this rate cannot be higher than the energy escalation rate)

#### Energy

Escalation = Projected percent increase in energy costs annually

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(kWh x Rate) x (1+Escalation)<sup>25</sup> = 25-Year Energy Value
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(kWh x Rate) x (1+Escalation)<sup>15</sup> = **15-Year Energy Value** 

#### Installation

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

Your system includes a warranty for [] years at **no additional cost** and is provided by [].

The PV system being installed will be  $\Box$  ROOF-MOUNTED or  $\Box$  GROUND-MOUNTED [].

The Seller must furnish a mechanic's lien waiver **immediately after completion of installation**. How many days after contract installation will the mechanic's lien waiver be delivered? [] days.

#### 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 solar 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 Seller is providing you with a:

□ YES or □ NO System performance or electricity production guarantee (please specify)

□ YES or □ NO Other type of system guarantee (please specify)

 $\hfill\square$  YES or  $\hfill\square$  NO 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 [1] for [1] years.

<u>Are repairs to your system that go beyond routine maintenance covered by your system</u> <u>purchase contract?</u> YES □ or NO If so, [] is responsible for making repairs to your PV system for [] years. The terms of this coverage are:

<u>Does the system include a warranty for improper installation?</u>  $\Box$  YES or  $\Box$  NO. If so, the warranty lasts for [] years.

<u>Does this agreement include a manufacturer's warranty for the PV modules?</u>  $\Box$  YES or  $\Box$  NO. If so, the warranty lasts for [] years.

<u>Does this agreement include a manufacturer's warranty for the inverters?</u>  $\Box$  YES or  $\Box$  NO. If so, the warranty lasts for [] years.

<u>Does the system include a warranty against roof leaks caused by installation?</u>  $\Box$  YES or  $\Box$  NO. If so, the warranty lasts for [] years and is provided by [].

<u>Will the Lender insure for loss or damage to the system?</u> 
□ YES or □ NO [ROW 293]. If so, except under the following circumstances: [ROW 294]

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, financers 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.

#### **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 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	Springfield	Carbondale
800-386-5438	800-243-0618	800-243-0607
TTY: 800-964-3013	TTY: 877-844-5461	TTY: 877-675-9339

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

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



#### 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: \_\_\_\_\_

SIGNED: \_\_\_\_\_\_

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