



**OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS**

Kwame Raoul
ATTORNEY GENERAL

November 15, 2019

VIA ELECTRONIC MAIL

Elevate Energy
Program Administrator
322 S. Green St., Suite 300
Chicago, IL 60607
comments@IllinoisSFA.com

Re: Request for Comments, Community Solar Standard Disclosure Form

On behalf of the Office of the Illinois Attorney General, we are writing to provide our response to the Illinois Power Agency's Request for Comments dated November 1, 2019, regarding the proposed Community Solar Standard Disclosure Form. These comments were prepared by the Public Utilities Bureau.

- 1.) There is a lack of clarity between "Community Solar Project Owner," "Approved Vendor," and "Community Solar Subscription Manager." These terms should be defined to mitigate customer confusion. "Community Solar Provider" should also be defined, or eliminated and replaced with one of the preceding terms if appropriate, so language is consistent throughout the document.
- 2.) The Form should define "Purchase Power Agreement" and use it throughout the document for consistency because it is a generally accepted business term. Otherwise, the form should use alternative and clear language (e.g. "per kilowatt hour rate") so that the word choice is consistent throughout the document. The document should not "toggle" between more than one term when referring to the same concept. Please see pages 3 and 6.

Sincerely,

Abigail Miner
Programs Specialist
Public Utilities Bureau

Susan L. Satter
Bureau Chief
Public Utilities Bureau

Standard Disclosure Form

Community Solar

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 subscribe to a community solar project that participates in the Illinois Solar for All Program. A community solar project consists of an array of multiple solar photovoltaic (PV) panels that convert energy from the sun into electricity. A community solar project has multiple subscribers who enjoy the economic benefits of the electricity produced by the project.

If you subscribe to a community solar project you will receive monetary credits on your electricity bill. The amount of the credits will be based on the amount of electricity generated by your community solar subscription. The size of your subscription will be determined based on your electricity usage and needs. The electricity produced is measured in units called kilowatt hours.

To participate in an IL Solar for All community solar project, you must enter into a contract with a community solar provider. This form is not a substitute for your contract. Do not rely exclusively on this form for your agreement. You should read your contract closely before you sign it. The Illinois Solar for All (ILSFA) program requires that your Community Solar Provider or Approved Vendor present you with this **Community Solar Standard Disclosure**, as well as the standard **ILSFA Low-Income Community Solar brochure**, before you sign a contract. This disclosure form provides you with information about your subscription, and, if you decide to enter into a community solar contract, you will be asked to sign this disclosure form to indicate that it has been provided to you. This form will be submitted to the ILSFA Program Administrator. The Program Administrator may contact you to verify that you received this form.

You may rescind your community solar subscription and, for not-income-eligible subscribers, receive a refund of any deposit paid by contacting your Community Solar Provider within three (3) calendar days of signing the contract.

Please confirm that the correct box below has been checked to indicate whether or not your household is subscribing as an income-eligible participant of the Illinois Solar for All program. Income-eligible subscribers should also have completed the **ILSFA Basic Information Form** and provided all program-required supporting documentation to verify eligibility. Income-eligible subscribers are required to receive the savings dictated by the Illinois Solar for All program, as well as



Illinois Solar For All

a number of important consumer protections. Residential households, whether property owners or renters, qualify as income-eligible subscribers if they meet the income requirement of 80% or less Area Median Income. Income-eligibility and savings requirements can be referenced here: IllinoisSFA.com/programs/community-solar. Subscribers that are not income-eligible can still participate and see measurable savings in certain community solar projects that participate in the ILSFA program.

Participant ILSFA Status
<input type="checkbox"/> This household is an income-eligible participant through ILSFA
<input type="checkbox"/> This household is not income-eligible
<input type="checkbox"/> Not applicable; non-residential subscriber

Contact Details

Community Solar Provider	Approved Vendor	Community Solar Subscription Manager*	Your Subscription Details
Name:	Name:	Name:	Name:
Street:	Street:	Street:	Street:
Apartment/Suite:	Apartment/Suite:	Apartment/Suite:	Apartment/Suite:
City:	City:	City:	City:
State:	State:	State:	State:
Zip:	Zip:	Zip:	Zip:
Phone:	Phone:	Phone:	Phone:
Email:	Email:	Email:	Email:

*Note that the Community Solar Provider and the Approved Vendor may be different organizations, and that your Approved Vendor may contract the management of your subscription to a different 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 or via phone at **1-888-970-ISFA (4732)**.

SUBSCRIPTION SIZE

_____ **kW AC**

Check your contract to see if the subscription size in your final contract has a difference of more than 5% from this number. If it does, you should review and sign a new, updated disclosure form with a subscription size that matches your final contract.

Financial Summary

Your Approved Vendor or Community Solar Provider will offer one of the subscription agreement types displayed below. Each type of offer may have different payment terms, costs, and savings, although all will include the minimum savings required by the ILSFA program. Your estimated monthly payment (See Subscription Details Section below) will not constitute your total monthly payment for electric service because you will still have a bill from your utility, in addition to the bill from your Community Solar Provider. The two bills in total, however, must should reflect the estimated savings you see represented in this disclosure.

Financial Summary	
Subscription Agreement Type	<input type="checkbox"/> Per Kilowatt-Hour Rate ¹ <input type="checkbox"/> Lease of System Share <input type="checkbox"/> Purchase of System Share
Payment Rate (system lease or purchase)	\$ _____ Per _____ (time period)
Payment Rate (PPA)	\$ _____ Per kWh _____ kWh per month \$ _____ per month
Net Metering Rate <i>This is the rate at which you will be credited on your electric bill for each kilowatt hour generated from your share of the system.</i>	\$ _____ per kWh (\$0.06 or custom rate) ²
Term of the agreement	_____ Years
Upfront Costs (always \$0)	\$0
First Year Costs and Savings	
Projected First-Year Energy Production <i>Total estimated kilowatt hours produced by share of system in the first year.</i>	_____ kWh/year
Total First-Year Costs <i>Total costs and fees you will pay in the first year.</i>	\$ _____
Total First-Year Savings <i>Total estimated savings in the first year; i.e. your total</i>	\$ _____

¹ Some vendors may refer to this arrangement as a “Power Purchase Agreement,” although it is not the same as actually purchasing electricity.
² \$0.06 per kWh is used as an average, statewide residential rate. A custom rate that better reflect the subscriber’s Supply Net Metering rate can be used, supported by 12 months of customer’s recent bills.

<i>energy value from the system minus the costs and fees.</i>	
Total First-Year Savings Percent <i>The estimated percent you will save; i.e. . your total savings divided by your total energy value. For income-eligible households, this must be at least 50%.</i>	_____ %
Total Costs and Savings Over the Term of the Agreement	
Projected Total Energy Production <i>Total estimated kilowatt hours produced by the system over the term of the agreement.</i>	_____ kWh over _____ years
Total Costs Over the Terms of Agreement <i>Total costs and fees you will pay over the term of the agreement.</i>	\$ _____
Total Savings Over the Term of the Agreement <i>Total estimated savings over the term of the agreement; i.e., your total energy value from the system minus your costs and fees over the full term.</i>	\$ _____
Total Savings Over the Term of the Agreement as a Percent <i>The estimated percent you will save; i.e. your total savings divided by your total energy value. For income-eligible households, this must be at least 50%.</i>	_____ %

The Costs and Fees Associated with Your Agreement

The following are the costs and fees associated with your community solar subscription, if applicable. Some costs or fees may or may not be included on your regular (monthly) community solar bill, and therefore may require a separate payment to your Community Solar Provider. 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:	Is this fee included in your regular payment?	How much is this fee?	Description:
[OPEN TEXT FIELD]	[YES/NO]	\$ [____]	[OPEN TEXT FIELD]
[OPEN TEXT FIELD]	[YES/NO]	\$ [____]	[OPEN TEXT FIELD]
[OPEN TEXT FIELD]	[YES/NO]	\$ [____]	[OPEN TEXT FIELD]

Financial Fees				
<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	[YES/NO]	No	\$ [_____]	The fee charged each time a check is returned for insufficient funds when making a payment.
Late payment fee	[YES/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 not included in your regular payment.
Early termination fee	[YES/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 not included in your regular payment.

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

[OPEN TEXT FIELD]

Project Details

- The community solar project you are subscribing to is located at:
[PROJECT ADDRESS] _____

- 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 not, what is the expected date of energization? _____



- The anticipated date you will start receiving net metering (please see Net Metering section below for explanation of net metering) bill credits is: _____

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, how much is my annual energy production expected to decrease 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: \$ _____
- Will your payments increase annually? ____ Yes ____ No
 - If yes, your payment will increase by _____ % each year.

End of Lease and Renewal

At the end your contract term for Panel Lease and PPA agreements, your Community Solar Provider will provide you with the following terms for renewal or end of contract:

Transferring Your Subscription

You have a right to assign or sell your subscription to another customer for any reason, as long as the new subscriber lives in the same utility territory as the community solar project. There can be no fees associated with re-assigning or selling your subscription. The transferee will receive a disclosure like this one and will take over the responsibility of your payments and contract once the assignment has transferred. Your Community Solar Provider will assist you with processing the transfer after you find the new subscriber.

If you move within the same utility territory, you can choose to keep your subscription and the terms of your agreement will not change.

*Net Metering

WHAT IS NET METERING?

Net metering allows you to receive a monetary credit from your energy supplier for the electricity generated under your community solar subscription. In Illinois, your energy supplier might be different than your utility. As part of your subscription, you will automatically be enrolled in net metering. Your electricity supplier provides the bill credit amounts and your utility adds your net metering credits to your electricity bill each month. These credits are based upon the energy generated from your share of the community solar project and the rate you pay for your electricity supply each month. ILSFA uses a statewide average of \$0.06 per kWh. A custom rate may be used instead that is calculated based on 12 months of recent customer electricity bills. You should review your electricity bill each month to ensure you are receiving your net metering credits. If you have any questions about your community solar net metering credits, you should contact your electricity supplier or your Community Solar Provider. The Illinois Solar for All Program Administrator can also answer general questions about net metering. 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. As part of the Illinois Solar for All program, your Community Solar Provider cannot bill you until your bill/net metering credits are activated. If you change your electricity supplier, you will be re-enrolled in net metering with the new supplier.

MY SAVINGS WITH NET METERING

The assumed rate at which you will be credited for each kilowatt hour your subscription generates is:



Average Statewide Residential Rate of \$0.06 per kWh or Custom Rate

\$ _____ per kilowatt hour

Your estimated savings was detailed on the first few pages of this disclosure. Below is a summary of your anticipated savings over the full term of your contract. These are projected savings based on everything we know today. One important factor in determining your costs and savings is the rate at which your electricity costs will change over time. Typically, energy costs increase with inflation. Your Community Solar Provider has assumed an annual increase rate of _____%³. The actual energy escalation rate may be different. The table below shows what your savings would be 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%	\$



³ ILSFA rules require that the escalation rate assumed here can be no more than 2.5% annually and the your payment can not increase more than the energy escalation rate used.

Complaints

If you have complaints related to the community solar system or this subscription process, first try to resolve the problem with your installer, Community Solar Provider, or Approved Vendor. 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
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 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: _____

Please print and save this document for your records.

Standard Disclosure Form

Community Solar

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 subscribe to a community solar project that participates in the Illinois Solar for All Program. 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 that the customers (called subscribers) reside in.

If you subscribe to a community solar project you will receive credits on your electricity bill (measured in dollars) from your energy supplier for the electricity output (measured in kilowatt-hours) attributable to your subscription. Community solar subscriptions can be arranged in many ways, with different terms, payment arrangements, and durations.

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 (ILSFA) program requires that you are presented with this disclosure, as well as the standard ILSFA Low-Income Community Solar brochure, before signing your contract. This disclosure form provides you with information about your subscription, and, if you decide to enter into a community solar contract, you will be asked to sign this form to indicate that it has been provided to you. This form will be submitted to the ILSFA Program Administrator. The Program Administrator may contact you to verify that you received this 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.

Please confirm that the correct box below has been checked to indicate whether or not your household is subscribing as an income-eligible participant of the Illinois Solar for All program. Income-eligible subscribers should also have completed the ILSFA Basic Information Form and provided all program-required supporting documentation to verify eligibility. Income-eligible subscribers are required to receive the savings dictated by the Illinois Solar for All program, as well as a number of important consumer protections. Residential households, whether property owners or renters, qualify as income-eligible subscribers if they meet the income requirement of 80% or less Area Median Income. Income-eligibility and savings requirements can be referenced here: IllinoisSFA.com/programs/community-solar. Subscribers that are not income-eligible can still participate and see measurable savings in certain community solar projects that participate in the ILSFA program.

Participant ILSFA Status
<input type="checkbox"/> This household is an income-eligible participant through ILSFA
<input type="checkbox"/> This household is not income-eligible
<input type="checkbox"/> Not applicable; non-residential subscriber

Suggest indication basis of qualification - at least Method A/B/C/HUD. Also, suggest disclosing to subscriber that they will need to provide documentation and keep documentation current over term

Community Solar Project Owner	Approved Vendor	Community Solar Subscription Manager*	Your Subscription Details
Name:	Name:	Name:	Name:
Street:	Street:	Street:	Street:
Apartment/Suite:	Apartment/Suite:	Apartment/Suite:	Apartment/Suite:
City:	City:	City:	City:
State:	State:	State:	State:
Zip:	Zip:	Zip:	Zip:
Phone:	Phone:	Phone:	Phone:
Email:	Email:	Email:	Email:

Suggest include subscriber's utility name (Ameren/ConEd, etc) as account number / meter number)

Community Solar Provider and the Approved Vendor may be different organizations, and that your Approved Vendor may contract the management of your subscription to a different organization. Of the first three columns above, two or three may be the same (which will be indicated). 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 or via phone at **1-888-970-ISFA (4732)**.



SUBSCRIPTION SIZE

_____ kW AC

If the subscription size in your final contract has a difference of more than 5% from this number, you should review and sign a new, updated disclosure form.

Financial Summary

Your Approved Vendor or Community Solar Provider will offer one of the subscription agreement types displayed below. Each type of offer may have different payment terms, costs, and savings, although all will include the minimum savings required by the ILSFA program. Your payments may not constitute your total monthly payment for electric service because you will still have a bill from your utility company for your community solar provider. The two bills in total, however, should be represented in this disclosure.

Suggest allow "fixed rate" (we expect to service low-income subscribers at no cost - i.e., fixed \$0 rate). Maybe this is Lease of System Share.

Table with 2 columns: Agreement Type, Payment Rate, Net Metering Rate, Term of the agreement, Upfront Costs, First Year Costs and Savings, Projected First-Year Energy Production, Total First-Year Costs, Total First-Year Savings.

Can term be annual, renewable subject to qualification confirmation?

1 Some vendors may refer to this arrangement as a "Power Purchase Agreement," although it is not the same as actually purchasing electricity. 2 \$0.06 per kWh is used as an average, statewide residential rate. A custom rate that better reflect the subscriber's Supply Net Metering rate can be used, supported by 12 months of customer's recent bills.



Total First-Year Savings Percent <i>The estimated percent you will save; e.g. your total savings divided by your total energy value. For income-eligible households, this must be at least 50%.</i>	_____ %
Total Costs and Savings Over the Term of the Agreement	
Projected Total Energy Production <i>Total estimated kilowatt hours produced by the system over the term of the agreement.</i>	_____ kWh over _____ years
Total Costs Over the Terms of Agreement <i>Total costs and fees you will pay over the term of the agreement.</i>	\$ _____
Total Savings Over the Term of the Agreement <i>Total estimated savings over the term of the agreement; e.g. your total energy value from the system minus your costs and fees over the full term.</i>	\$ _____
Total Savings Over the Term of the Agreement as a Percent <i>The estimated percent you will save; e.g. your total savings divided by your total energy value. For income-eligible households, this must be at least 50%.</i>	_____ %

The Costs and Fees Associated with Your Agreement

The following are the costs and fees associated with your community solar subscription, if applicable. Some costs or fees may or may not be included on your regular (e.g. monthly) bill, and therefore may require a separate payment to your community solar provider. 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:	Is this fee included in your regular payment?	How much is this fee?	Description:
[OPEN TEXT FIELD]	[YES/NO]	\$ [____]	[OPEN TEXT FIELD]
[OPEN TEXT FIELD]	[YES/NO]	\$ [____]	[OPEN TEXT FIELD]
[OPEN TEXT FIELD]	[YES/NO]	\$ [____]	[OPEN TEXT FIELD]

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	[YES/NO]	No	\$ [_____]	The fee charged each time a check is returned for insufficient funds when making a payment.
Late payment fee	[YES/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 not included in your regular payment.
Early termination fee	[YES/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 not included in your regular payment.

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

[OPEN TEXT FIELD]

Project Details

- The community solar project you are subscribing to is located at:
[PROJECT ADDRESS] _____

- 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 not, what is the expected date of energization? _____

- The anticipated date you will start receiving net metering* bill credits is: _____

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, how much is my annual energy production expected to decrease 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: \$ _____
- Will your payments increase annually? ____ Yes ____ No
 - If yes, your payment will increase by _____ % each year.

End of Lease and Renewal

At the end your contract term for Panel Lease and PPA agreements, the community solar provider will provide you with the following terms for renewal or end of contract:

Transferring Your Subscription

Continuation of lease is subject to continuing validation of subscriber's qualifying for the subscription under ILSFA

You have a right to assign or sell your subscription to another customer for any reason, as long as the new subscriber lives in the same utility territory. There can be no fees associated with re-assigning or selling your subscription. The transferee will receive a disclosure like this one and will take over the responsibility of your payments and contract once the assignment has transferred. Your community solar provider will assist you with processing the transfer after you find the new subscriber.

If you move within the same utility territory, you can choose to keep your subscription and the terms of your agreement will not change.

*Net Metering

WHAT IS NET METERING?

Net metering allows you to receive a credit from your energy supplier for the electricity generated under your community solar subscription. In Illinois, your energy supplier might be different than your utility. As part of your subscription, you will automatically be enrolled in net metering. Your electricity supplier provides the bill credit amounts and your utility adds your net metering credits to your electricity bill each month. These credits are based upon the energy generated from your share of the community solar project and the rate you pay for your electricity supply each month. ILSFA uses a statewide average of \$0.06 per kWh. A custom rate may be used, supported by 12 months of recent customer electricity bills. 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. The Illinois Solar for All Program Administrator can also answer general questions about net metering. 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. As part of the Illinois Solar for All program, your community solar provider cannot bill you until your bill/net metering credits are activated. If you change your electricity supplier, you will be re-enrolled in net metering with the new supplier.

MY SAVINGS WITH NET METERING

The assumed rate at which you will be credited for each kilowatt hour your subscription generates is:

[] Average Statewide Residential Rate of \$0.06 per kWh or [] Custom Rate

\$ _____ per kilowatt hour

Your estimated savings was detailed on the first few pages of this disclosure. Below is a summary of your anticipated savings over the full term of your contract. These are projected savings based on everything we know today. One important factor in determining your costs and savings is the rate at which your electricity costs will change over time. Typically, energy costs increase with inflation. Your provider has assumed an annual increase rate of _____%³. This rate may be different. The table below shows what your savings would be 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%	\$

³ ILSFA rules require that the escalation rate assumed here can be no more than 2.5% annually and the your payment can not increase more than the energy escalation rate used.

Complaints

If you have complaints related to the system or this subscription 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 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
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 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: _____

Please print and save this document for your records.



November 15, 2019

Program Administrator
Illinois Solar For All

Via Electronic Mail

Re: Response to the Program Administrator's Request for Comments Regarding the Illinois Solar for All Standard Disclosure Form

To the Program Administrator:

Thank you for the opportunity to provide comments regarding Illinois' proposed Solar for All (IL-SFA) standard disclosure form.

Nexamp was founded over a decade ago, and since that time has grown from a small residential solar installer to a fully integrated solar development company with 165 projects totaling 150 MW of solar installations in seven states. With a company mission of building the future of energy so that it is clean, simple, and accessible, the growth and success of our program can be attributed to our fair and equitable subscription program. Our program was designed to ensure that everyone – regardless of income, credit history, dwelling or geographic location – can participate in community solar. We do not run credit checks on prospective customers, there is no cost to join our program and no penalty for leaving the program (we ask for 90 days' notice), and we offer a stable, guaranteed discount off of (a percentage of) the value of credits applied to customers' bills. Even as rates change over time, our customers are guaranteed the same fixed discount for as long as they choose to participate in one of our community solar farms.

We are proud of the program we have built and the access to clean, renewable energy that it has afforded residents, small businesses, non-profits and others. We own and manage solar projects with reserved offtake for low and moderate income customers in Maryland and New York State, and are excited to now be able to extend our offering to Illinois residents. In that spirit, we have offered specific suggested changes below, along with a call for consistency between the IL-SFA and Illinois Shines (IS) program disclosure forms, and a request that a workshop be held to work through how best to incorporate stakeholders' feedback into the final version of the IL-SFA disclosure form.

Suggested Changes to the Disclosure Form

With an eye toward ensuring equal access to community solar for all Illinois residents, creating a SFA disclosure form that is clear, informative and user-friendly is paramount to facilitating residents' participation in community solar. In this vein, we have several concerns with the SFA disclosure in its current form, for which we have offered suggested changes below.

One such concern is that certain questions are not applicable to Nexamp and other Approved Vendors' (AVs) program design, and will therefore be confusing to customers considering such programs. We would request that the Program Administrator work to reduce language in the form that is inapplicable to our and other programs, to avoid customer confusion and make the process of participating in the clean energy economy simpler for eligible residents. Secondly, the IL-SFA disclosure form includes a number of questions that AVs will be unable to answer due to factors out of vendors' control, such as

future changes in electricity supply rates. We would request that such questions be removed or revised to ensure the accuracy of all information being provided to customers through this form. Thirdly, there are several instances of inconsistent terminology throughout the form – we would encourage the use of consistent language throughout the document to reduce customer confusion. Lastly, we have several minor but critical clarifying language additions, and one clarifying question.

Removing or Revising Inapplicable and/or Unanswerable Questions

There are several questions throughout the form that are inapplicable, and several others that AVs will be unable to answer, due to how community solar subscriptions are structured or otherwise. We would request that this language be removed, and where necessary replaced with applicable language.

- On page 2, under “Contact Details,” we would ask that “Project Owner” be removed, to ensure consistency with the IS standard disclosure form, which names the Community Solar Provider and the Approved Vendor only.
- On page 3, under “Financial Summary,” with regards to the “Net Metering Rate,” this is a variable rate, not set by AVs. We cannot, therefore, provide this information. We would suggest that this language be removed. Further, we would suggest that for vendors with programs offering guaranteed discounts (as is the case with our program), there be a question pertaining to what percentage discount the AV offers.
- We would ask that the section, “The Costs and Fees Associated with your Agreement,” (pp. 4-5) be removed for those AVs for whom the section is inapplicable. While we can certainly write in “\$0” for the cost of all fees in this section, it adds significant length to an already lengthy form.
- On page 6, under “Your Subscription Details,” we would suggest that the question of “Your estimated monthly payment” should be accompanied by an option for companies that provide a percentage discount of the customers’ total bill credit value. The language as it stands is not applicable to our program. The dollar amount paid each month depends on a number of factors, including how much the solar farm produces in a given month.
- On page 6, under “Your Subscription Details,” the questions “Will your payments increase annually?” and “If yes, your payment will increase by __ % each year” are misleading and should be removed. As mentioned above, our program offers a stable percentage discount. Payments may or may not increase annually depending on changes in default electricity supply rates. AVs cannot determine whether or by how much rates will change, and therefore cannot answer these questions.
- On page 7, under “Net Metering,” the section pertaining to energy escalation charges should be eliminated, as here again, the AV cannot know this information. The vendor would be required to estimate what the annual default electricity supply rate increase would be, and we cannot know this.

Ensure Terminology is Consistent Throughout the Form

There are several instances of inconsistent terminology throughout the disclosure form:

- On page 2, under the “Contact Details” section of the form, it is unclear what entity the form is referring to with the term “community solar provider.” Is this referring to the Community Solar Project Owner or Community Solar Subscription Manager? We would ask that consistent terminology be used here to avoid confusion.
- The terms “bill credit,” “energy value,” and “net metering value” are used interchangeably within the form. We would ask that one term be selected and used consistently throughout the form.

Adding Clarifying Language to Costs and Savings Details

To ensure clarity around the terms of the agreement and the value to customers of their participation in community solar, we suggest the following language be added to the form:

- On page 3, under the “Financial Summary” section, we request that a % discount be an option, rather than only the \$ per kWh, or kWh per month, or \$ per month options shown currently.
- On pages 3 and 4, under the “Financial Summary” section, we suggest that the word “Projected” be added before each of the following: “Total First-Year Costs;” “Total First-Year Savings;” “Total Costs Over the Term of Agreement;” and “Total Savings Over the Term of the Agreement.” AVs cannot determine exact first-year and cumulative costs and savings for a given customer (due to varying solar electricity generation and varying net metering rates based on utility rates), but we can estimate projected costs and savings.
- Under that same section, we suggest that “of bill credit value” be added after “For income eligible households, this must be at least 50%,” under both “Total First-Year Savings Percent” and “Total Savings over the Term of the Agreement as a Percent.” This additional language is critical to ensuring that the customer understands that savings received are a percentage of the bill credit value in a given month, not a percentage of the customer’s overall electricity bill for that month.

Question for the Program Administrator

Lastly, a clarifying question pertaining to the “Net Metering” section on page 7:

- This section states that “ILSFA uses a statewide average of \$0.06 per kWh.” Is this a statewide average that Alternative Retail Electric Suppliers (ARES) will be required to use to determine credit value? If so, is the intent that this specific rate will be required to be used by ARES for the length of a customer’s contract with an AV?

Consistency Between Disclosure Forms

We would suggest that Illinois’ Solar For All and IS customer disclosure forms be consistent with each other, as both seek to achieve the same goals of consumer protection, and clarity and transparency regarding participation in community shared solar. While we have submitted comments and suggested

changes to the IS form to the Program Administrator, we would strongly encourage consistency between the final version of the two forms.

Subscriber Contact Information

In ensuring equal access to community solar, it is important to recognize that not all Illinois residents have an email address. Though we are happy to see that this is not a required field within the IL-SFA disclosure form, the IS standard disclosure form does currently require input of an email address. We have already encountered several prospective customers who do not have email accounts and presumably, who do not wish to create them. Requiring input of an email address will prevent a number of Illinois residents from participating in Solar for All (and community solar more broadly) and is not in keeping with the spirit of ensuring that all Illinois residents have access to community solar. Email addresses should not be a required input on either disclosure form, but rather, providing a physical address for such customers should constitute sufficient contact information.

Establishment of a Disclosure Form Workshop

Lastly, given the detailed nature of our concerns with and suggested changes to the current IL-SFA disclosure form, we would encourage the Program Administrator to consider hosting a stakeholder workshop. This would provide an opportunity for developers, Approved Vendors, Elevate, the Illinois Power Agency and other relevant parties to collaborate in establishing a final version of the IL-SFA disclosure form that is informative, clear and accessible to Illinois residents.

Thank you again for this opportunity for comment and for your consideration of our concerns and suggestions as we work together to create a robust and consumer-friendly solar market in Illinois.

Sincerely,

A handwritten signature in black ink that reads 'Kelsey Fiori'.

Kelsey Fiori
kfiori@nexamp.com

Trajectory Energy Partners, LLC
P.O. Box 310
Highland Park, IL 60035

November 15, 2019

To: Program Administrator, Illinois Solar for All

Re: Illinois Solar For All – Community Solar **Disclosure Form Comments**

Trajectory Energy Partners, LLC (“Trajectory”) appreciates the opportunity to provide comments on the Community Solar Standard Disclosure Form released for review on November 1, 2019.

Trajectory would request that the Program Administrator consider the following principles in reviewing the Standard Disclosure Form for the use in Solar for All Community Solar projects:

- Consistency. Both consumers and Approved Vendors will be better served, and the likelihood of confusion reduced, if the Disclosure Forms are consistent across Illinois’ community solar programs.
- Applicable Sections and Product Offerings. Some of the sections in the disclosure form do not match either the pricing, fee, or other subscription details that may be offered to SFA customers in compliance with the SFA program. We would recommend that the Program Administrator work with Approved Vendors to provide additional flexibility to either adjust or remove inapplicable sections from the standard Disclosure Form.

In addition, we believe it would be productive for the Program Administrator to host a public meeting to consider the disclosure forms so that relevant parties and stakeholders are able to effectively engage with the varying considerations around the goals, costs, and benefits of disclosure form decisions.

Thank you for your consideration.