Illinois Power Agency

Consumer Protection Handbook

for Illinois Shines (Adjustable Block Program) & Illinois Solar for All

COMPLIANCE REQUIRED FOR THE PROGRAM YEAR BEGINNING JUNE 2025*

*The Illinois Solar for All Program Year begins June 1, 2025. The Illinois Shines Program Year begins June 2, 2025. This document was published by each respective Program Administrator at least 45 days in advance of the date by which compliance is required, in accordance with the Final Order in ICC Docket No. 19-0995 at 56, 62.

IPA ILLINOIS POWER AGENCY | Illinois Shines | Illinois Solar for All

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Introduction

This document provides consumer protection requirements for Approved Vendors and Designees that participate in the Illinois Power Agency's Illinois Shines[1] program and/or Illinois Solar for All ("ILSFA") program.

All requirements discussed in this Consumer Protection Handbook ("Handbook") apply to both Programs, and apply to distributed generation ("DG") and community solar projects of any size, unless otherwise indicated. The Handbook includes a dark blue vertical bar in the left margin to help the reader identify requirements that do not apply universally (e.g., requirements that only apply to one Program or offer type). When used without a modifier, the term "Program" applies to both the Illinois Shines and the Illinois Solar for All programs.

Additional information about Illinois Shines can be found at www.illinoisshines.com and additional information about ILSFA can be found at https://www.illinoissfa.com/.

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

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

1 Previously, the Program was formally referred to as the Adjustable Block Program, with "Illinois Shines" being the public-facing brand. The Program has now been rebranded under a single name, Illinois Shines. The Program continues to be referred to as the Adjustable Block Program in the Illinois Power Agency Act.

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

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

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

- Requiring Approved Vendors or Designees to submit marketing or training materials, Disclosure Forms, customer contracts, amendments to customer contracts, financing agreements and related documents, Uniform Commercial Code statements filed by Approved Vendors or Designees, required records, or other documents for review;

- Requiring Approved Vendors or Designees to revise materials to ensure compliance with consumer protection or other Program requirements; and

- Performing investigations or spot-checks to determine compliance, which may include contacting and requesting information from customers.

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

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

Referenced Terms and Documents

Specific terms and documents are used and referenced throughout this Handbook. These terms and documents are described and/or linked to below:

Adjustable Block Program: Adjustable Block Program ("ABP") is the name used in the Illinois Power Agency Act, and formerly used publicly, for the program that is now branded as "Illinois Shines."

Agency or **IPA:** The Illinois Power Agency is a State agency tasked with the administration of incentives for qualifying photovoltaic projects through the Illinois Shines and ILSFA programs. *See* 20 ILCS 3855/1-1 *et. seq*.

Approved Vendor: An entity approved by the Program Administrator to submit project applications to Illinois Shines or ILSFA and to act as counterparty to the REC contracts. For Illinois Shines, the Program Guidebook provides information about the Approved Vendor application process. Registration as an Approved Vendor with Illinois Shines is a prerequisite to registering as an ILSFA Approved Vendor. Registering as an ILSFA Approved Vendor requires the entity to provide specific information describing its relevant experience, anticipated work with ILSFA, and plans for meeting all Program requirements.

Approved Vendor Manual (ILSFA): The Approved Vendor Manual provides detailed guidance for Approved Vendors on the intent, requirements, and processes of the ILSFA program. The Approved Vendor Manual is available in the ILSFA Resource Library (https://www.illinoissfa.com/resource-library/).

Community Solar Project: A solar project that (1) is interconnected to an electric utility, a municipal utility, or a rural electric cooperative, (2) allows subscribers to pay for shares or some other "interest" in the project, receiving bill credits in exchange, and (3) does not exceed 5,000 kW AC in size. Also known as a photovoltaic "community renewable generation project." 20 ILCS 3855/1-10.

Community Solar Provider: An entity that works to acquire original subscribers for a community solar project, and/or acquires replacement subscribers over the lifetime of a community solar project, and/or manages subscribers for a community solar project. A Community Solar Provider might not be the same entity as the Approved Vendor for a community solar project.

Community Solar Subscriber: A person who (1) takes delivery service from an electric utility, municipal utility, or rural electric cooperative, and (2) has a subscription of no less than 200 watts to a community renewable generation project that is located in the utility's service area.

Community Solar Subscription: An interest in a community renewable generation project expressed in kilowatts, which is sized primarily to offset part or all of the subscriber's electricity usage.

Consumer Complaint Reports: All consumer complaints regarding activity in both Illinois Shines and ILSFA received by the Program Administrators are published in publicly available reports on the respective Program websites. Complaints can be found in the Consumer Protection section of each Program's website (https://illinoisshines.com/violations-report-cp-complaint-report/ and https://www.illinoissfa.com/consumer-protection-complaints/). Consumer complaints may lead to determinations that Approved Vendors or Designees are in violation of Program requirements or in violation of local, state, or federal laws, which could result in disciplinary action against the Approved Vendor or Designee.

Contract Requirements: Consistent with Section 9.4 of the Long-Term Renewable Resources Procurement Plan, Approved Vendors and Designees must comply, as applicable, with Illinois Shines Distributed Generation Contract Requirements, Illinois Shines Community Solar Contract Requirements, ILSFA Residential Solar and Non-Profit and Public Facilities Contract Requirements, and ILSFA Community Solar Contract Requirements. For Illinois Shines distributed generation projects, Approved Vendors must attest to compliance with these contract requirements as part of a project's application in the Program Portal. For ILSFA, Approved Vendors attest to compliance with contract requirements during registration as Approved Vendors.

Designee: Any third-party entity (i.e., non-Approved Vendor) that has direct interaction on behalf of the Approved Vendor (or on behalf of another Designee) with end-use customers under Illinois Shines or ILSFA. This includes, but is not limited to, installers, entities that perform maintenance and repair, community solar subscriber agents, marketing firms, lead generators, and sales organizations. All Designees must register with the relevant Program. Each Program publishes a list of registered Designees.

Disclosure Form: The Disclosure Form provides clear and consistent information to customers who are considering an offer under Illinois Shines or Illinois Solar for All. An Approved Vendor or Designee must submit a completed and properly executed Disclosure Form for each distributed generation project or community solar subscription.

Distributed Generation ("DG"): A photovoltaic system that is located on-site, behind a customer's meter, and used primarily to offset a single customer's load; it cannot exceed 5,000 kW AC in size.

Illinois Shines: Illinois Shines 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").

Illinois Solar for All (ILSFA): The Illinois Solar for All program promotes development of new photovoltaic distributed generation and new community renewable generation projects that serve income-eligible households, and non-profits and public facilities that serve and are located in environmental justice communities or income-eligible communities.

Informational Brochure: The Informational Brochures provide important information about the Programs and inform customers of their rights and procedures for filing complaints. Approved Vendors must provide the relevant Informational Brochure to customers. There are two Informational Brochures for Illinois Shines—one each for Distributed Generation and Community Solar. There are three Informational Brochures for ILSFA—one for Residential Solar, one for Community Solar, and

one for Non-Profits and Public Facilities. Each Informational Brochure is available in English and Spanish.

Long-Term Renewable Resources Plan: The Long-Term Renewable Resources Plan is developed by the Illinois Power Agency pursuant to the provisions of Sections 1-56(b) and 1-75(c) of the Illinois Power Agency Act and Section 16-111.5 of the Public Utilities Act and updated every two years. The Long-Term Renewable Resources Plan describes the Adjustable Block Program (Illinois Shines) in Chapter 7, describes ILSFA in Chapter 8, and discusses consumer protection in Chapter 9.

Nested Designee: Entities that have direct interaction with end-use customers related to the Program or projects intended to be applied to the Program on behalf of Designees; in other words, a Designee "nested" under another Designee. This may include solar installers, marketing firms, lead generators, and sales organizations. Nested Designees must clarify in their registration the Designee under which they are registering.

Program Administrator: The Illinois Power Agency, under the authority of Section 1-75(c)(1)(M) and Section 1-56(b)(5) of the IPA Act, has selected expert consultants to manage the operations of Illinois Shines and ILSFA as Program Administrators.

Program Guidebook (Illinois Shines): The Illinois Shines Program Guidebook describes the structure of Illinois Shines and provides information about the Program's operation. The Illinois Shines Program Guidebook is available on the Program Documents page of the Illinois Shines website (https://illinoisshines.com/program-documents/).

Program Portal: The secure website where Approved Vendors generate Disclosure Forms, enter project application data, and otherwise manage projects. The Illinois Shines Portal may be accessed at https://portal.illinoisabp.com/ and the ILSFA Approved Vendor Portal Login may be accessed at https://elevateenergy.force.com/ApprovedVendor/s/login/.

Project: A project refers to a solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. Under Illinois Shines and ILSFA, "project" is used synonymously with "system."

Renewable Energy Credits: Renewable Energy Credits ("RECs") represent the environmental attributes of the energy produced from renewable energy resources, but not the energy itself (as defined in the Illinois Power Agency Act, 20 ILCS 3855/1-10). The owner of the RECs has the right to make claims regarding the use of that renewable electricity.

System: A system refers to a solar photovoltaic array and all associated equipment necessary for its generation of electricity and connection to the distribution grid. Under Illinois Shines and ILSFA, "system" is used synonymously with "project."

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

A. General Requirements

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

Approved Vendors and Designees shall not make any claim that is false, deceptive, or misleading, whether by affirmative statement, implication, or omission. This applies to all claims about the Program or offers made as part of the Program, whether made in print, electronic means, verbal, or through any other medium. All claims shall be based on factual, verifiable sources. If an Approved Vendor or Designee has any questions about whether a particular statement constitutes an accurate portrayal, the Approved Vendor or Designee should submit that statement to the Program Administrator for review and the Program Administrator will endeavor to respond within five business days.[2]

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

2 Business days are Monday through Friday, excluding state holidays.

Q: What is Illinois Shines?

A: Illinois Shines is a state-administered incentive program for new solar photovoltaic ("PV") systems. The program provides payments in exchange for delivery of Renewable Energy Credits ("RECs") generated by PV systems over 15 or 20 years, dependent upon system type.

Q: What is the Adjustable Block Program?

A: The Adjustable Block Program is the legislative name for Illinois Shines, and the name used for the program in the Illinois Power Agency Act. Participation in the Adjustable Block Program is the same thing as participation in Illinois Shines.

Q: What is Illinois Solar for All?

A: Illinois Solar for All is a state program that brings the benefits of solar energy to income-eligible households, non-profit organizations, and public facilities. Eligible participants can receive affordable solar installations and save money on electric bills.

Q: What are RECs and why are they valuable?

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

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

An act or practice is unfair if:

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

An act or practice is abusive if:

- It materially interferes with the ability of a consumer to understand a term or condition of the offer or contract; or

- It takes unreasonable advantage of (1) a customer's lack of understanding of risks, costs, or conditions of the offer or contract or (2) the inability of the consumer to protect their interests in accepting an offer.

If an Approved Vendor or Designee becomes aware that a customer misunderstands a material issue in a solar transaction or that the solar project or offer will not operate as intended to be used by the customer, the Approved Vendor or Designee should correct that misunderstanding. Approved Vendors and Designees must accurately explain to each customer the type of agreement that the customer is entering into and the duration of that agreement. For example, an entity that is marketing an offer and/or providing the contract to the customer must explain if the contract is for a 15-year lease, or a 20-year PPA, or if the customer is signing both an installation contract and a 10-year loan agreement.

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

Approved Vendors and Designees must comply with all contractual obligations to customers and with all obligations arising under their REC Delivery Contracts. Approved Vendors and Designees must provide truthful information, to the best of their knowledge, to the Program Administrator and the Agency, including in materials submitted and in any investigations. Approved Vendors and Designees must cooperate with the Agency and Program Administrator on investigations related to complaints and possible Program violations, provide requested information in a timely manner, and comply with any directions from the Program Administrator or the Agency.

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

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

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

Approved Vendors and Designees shall accurately portray the nature of solar power, renewable energy credits ("RECs"), and the applicable Program. Approved Vendors and Designees shall disclose their intent to sell the project's RECs through the applicable Program. Because the RECs from a

project enrolled in the Programs are transferred to a utility or to the IPA, the project host, owner, and/or end-user of electricity should not claim to be using clean or renewable electricity. Thus, consistent with the IPA's understanding of Federal Trade Commission guidance, (https://www.ftc.gov/news-events/media-resources/truth-advertising/green-guides), customers or subscribers of solar projects that sell RECs should generally not state that they are using renewable energy.

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

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

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

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

C. Statements about Customer Savings and the Nature of Offers

1. General Requirements

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

All offer terms stated or reflected in marketing materials, including costs and fees, escalators for costs and fees, and financing terms, must be consistent with terms used in the standard Disclosure Form and the customer's contract.

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

Any written marketing to residential customers that mentions the federal investment tax credit (FITC) for solar projects must include a clear disclaimer that not all customers are eligible for the FITC. For example, marketing that describes the existence or mechanism of the FITC and/or includes an estimate of the final "net" cost of a project that includes savings from the FITC must include this disclaimer. The disclaimer must be located on all pages that mention the FITC (including web pages), and the disclaimer must be the same font size as the text discussing the FITC. If the disclaimer is not directly adjacent to the text discussing the FITC, there must be a clear indicator (such as a footnote number) near the FITC-related text that directs the customer to the disclaimer.

When marketing to residential customers through either verbal or written communications, Approved Vendors and Designees may not provide a monetary estimate of any depreciation tax benefits or deductions that are solely available to businesses. If the marketing materials provide a residential customer with an estimate of the final "net" cost of a project after various savings mechanisms have been applied, the estimate may not include any potential savings from depreciation tax benefits or deductions that are solely available to businesses.

Marketing materials that discuss the customer's relationship with their electric service utility, including online materials and social media posts, must explain that the customer will remain a utility customer responsible for a utility bill. Approved Vendors and Designees shall not make statements that indicate that customers may eliminate or zero out their utility bill. The following and similar statements are inaccurate and not acceptable:

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

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

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

2. Savings Claims for Illinois Shines

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

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

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

- "Lower your electric bills."
- "Reduce your electric bill."
- "Save money by going solar."
- "We expect that by installing solar you will save money."
- "Offset your electric bill."
- "The installation of your leased system may be covered by your forfeiture of federal and state incentives."
- "Your system will have no upfront costs, but you will pay a monthly fee for the use of your panels."

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

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

- "The ILSFA Program pays incentives to income-eligible households." *(Incentives are not paid to income-eligible households, but rather to Approved Vendors, with required savings levels for the customer)*
- "The ILSFA Program gives RECs to participants." *(RECs are not given to customers and the customer cannot keep the RECs from a project if they participate in ILSFA)*
- "The ILSFA Program gives out free solar panels." *(ILSFA does not give out free solar panels)*
- "If you participate in ILSFA you will save 50% on your energy bills." *(The required savings for income-eligible qualified customers does not reduce overall energy bills by 50%)*

- "ILSFA guarantees 50% savings for all participants." (*Savings statement is too vague*)

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

Approved Vendors and Designees may make the following statements:

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

4. Disclosures about Community Solar Offers (both Illinois Shines and ILSFA)

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

- Customers receive financial benefit from a community solar subscription agreement through community solar credits on their electricity bill, and customers will be signed up to receive bill credits when they are enrolled in community solar;
- The value of community solar bill credits will depend on the utility Price to Compare; and
- There may be a lag of one to three billing cycles before community solar bill credits appear on the subscriber's bill.

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

For Illinois Shines community solar, the Approved Vendor or Designee shall clearly communicate any charges to the subscriber that may be assessed prior to energization of the project. ILSFA does not allow charges to be assessed prior to the delivery of bill credits.

D. Representations about Identity and Affiliates

1. General Requirements

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

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

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

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

If a governmental body, government program, regulated or municipal utility, electric cooperative, or consumer group is an agent of an Approved Vendor or assisting in the marketing of a solar offer that is offered by or through an Approved Vendor, the provisions of this Handbook apply in full, including registration as an Approved Vendor or Designee. Any solar offer that is marketed by, affiliated with, or endorsed by a governmental body to its residents and businesses or a utility or electric cooperative to its customers must make clear that those residents and businesses may choose offers from other Approved Vendors. Any solar offer marketed by, affiliated with, or endorsed by a utility or electric cooperative to its customers must make clear that acceptance of the solar offer is not a required condition for receiving electric service from the utility or cooperative.

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

- "We represent Illinois Shines [or ILSFA]."
- "We are offering solar on behalf of Illinois Shines [or ILSFA or IPA]."
- "Illinois Shines [or ILSFA] guarantees that you will save money."

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

- "Illinois Shines [or ILSFA] is a state program that provides an incentive for solar projects."
- "If you sign a contract with us, and our application to Illinois Shines (or ILSFA) is successful, the solar project we install on your roof will be part of Illinois Shines (or ILSFA)."
- "You will be subscribed to a community solar farm that is part of Illinois Shines (or ILSFA)."

An Approved Vendor or Designee shall not represent themselves as an Equity Eligible Contractor unless the entity has been certified as such by the Illinois Shines Program Administrator.

2. Logos for Illinois Shines Approved Vendors, Designees, and Equity Eligible Contractors

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

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

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

A certified Equity Eligible Contractor ("EEC") registered as an Approved Vendor, Designee, or EEC Subcontractor may request that the Program Administrator provide an EEC logo for marketing use (samples below). Only a certified EEC may use an EEC logo or represent that it is an EEC.

The Illinois Shines Approved Vendor, Designee, and EEC logos may not be modified. Approved Vendors and Designees shall not use other forms of the Illinois Shines logo. This restriction does not apply to dissemination of materials created by the IPA and its Program Administrator.

3. Use of Other Logos and Utility Names

An Approved Vendor or Designee shall not use the logo of the Illinois Commerce Commission ("ICC"), the Illinois Power Agency ("IPA"), the Program Administrator, the State of Illinois, or the Illinois Shines Program in any manner except to the extent these logos are included in materials created by the IPA, including the Informational Brochures and the standard Disclosure Forms. The ILSFA Program logo may only be used by ILSFA Approved Vendors and Designees with approval in advance from the ILSFA Program Administrator.

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

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

E. Use of Testimonials

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

All testimonials must be provided by an actual customer of the entity using the testimonial and include a disclaimer that individual customers' experience may differ.

If the testifying customer received payment or other incentive to provide the testimony, the testimony must include a disclaimer stating that the customer received payment or incentive.

Testimonials shall not make false claims, promise savings, or otherwise violate any Program requirements. (For example, a customer saying that they eliminated their electric bill is prohibited.)

Any testimonial that references a customer experience from outside of Illinois must clearly state the location of the customer who had this experience.

The Program Administrator will address any requests for exceptions to the requirements related to the use of testimonials on a case-by-case basis. Any request for an exception should provide an explanation of why the Approved Vendor or Designee believes an exception is warranted and should be made via email to the Illinois Shines Program Administrator at admin@illinoisshines.com or to the ILSFA Program Administrator at info@illinoissfa.com.

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

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

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

II. Requirements for All Marketing Channels

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

- The identity of the entity making the offer and, if different, the name of the Approved Vendor for the project;

- The Approved Vendor, Designee, or marketing entity (including individual sales agents) is not affiliated with a utility (unless the entity has authority to state that it has such an affiliation, and such claim is approved in advance by the Program Administrator, as explained in Section I.D.1 and, if applicable, Section 7.5 of the ILSFA Approved Vendor Manual);

- The offer is not affiliated with a utility or part of a utility program (unless the entity has authority to state that it has such an affiliation, and such claim is approved in advance by the Program Administrator, as explained in Section I.D.1 and, if applicable, Section 7.5 of the ILSFA Approved Vendor Manual); and

- The customer, if they accepted the offer, would continue to be responsible for a utility bill (or, if the Approved Vendor or Designee will service the customer's entire electric bill, that the utility charges will be included on their bill).

III. Requirements for Specific Marketing Channels

A. Requirements that Apply to All In-Person Marketing

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

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

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

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

1. Identification

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

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

2. Criminal Background Checks

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

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

These guidelines are not intended to be inconsistent with, and do not limit, Approved Vendors' or Designees' obligations under the Equity Accountability System (20 ILCS 3855/1-75(c-10)),[3] nor are these guidelines intended to discourage Equity Eligible Persons (defined in 20 ILCS 3855/1-10), including formerly incarcerated individuals, from participating in the Programs.

3. Door-to-Door Solicitations to Residential Dwellings

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

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

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

B. Requirements that Apply to Telemarketing

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

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

At the beginning of every outbound telemarketing call, the sales agent shall provide their name and a unique identification number that can be used to identify the agent. The employee or agent shall also state the name of the company they represent. If that company is an Approved Vendor, they shall state that the company is an Illinois Shines Approved Vendor. If the company is a Designee, they shall identify the name of the Approved Vendor (for example, "I represent ACME Solar; we are a Designee of Illinois Shines Approved Vendor ABC Aggregator.")

An Approved Vendor or Designee's employee or agent conducting any in-person marketing or solicitation shall state that they represent an independent seller or third-party owner of solar projects and that they are not employed by, representing, endorsed by, or acting on behalf of, any governmental body, government program, utility, electric cooperative, or consumer group (unless the Approved Vendor or Designee is a governmental body, utility electric cooperative, or consumer group, or has authority from such entity to make this claim, and is in compliance with the requirements of Section I.D.1). A sales agent shall terminate the phone call at the request of the prospective customer.

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

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

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

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

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

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

IV. Requirements for Language Used in Solicitations

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

- If the Approved Vendor or Designee agent is not fluent in the customer's language, they shall find another representative fluent in the customer's language, use an interpreter, or terminate contact with the customer.

- When the use of an interpreter is necessary, a form consistent with Section 2N of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2N) must be completed.

The Approved Vendor or Designee must provide all written marketing materials or documents related to the offer in a language in which the customer is able to understand and communicate. If the Approved Vendor or Designee is unable to do so, they must immediately terminate the solicitation. If any marketing is performed or documents are provided in a language other than English, all written materials and documents must be provided to the customer in that other language.

V. Standard Disclosure Forms and Requirements for Contract Execution

A. General Requirements

An Approved Vendor or Designee must follow the below steps, in order, for execution of customer contracts for both distributed generation and community solar offers. An Approved Vendor that markets a distributed generation system must design the solar project, taking into consideration the site's azimuth, orientation, and shading, before beginning these steps.

1. **Disclosure Form:** The Approved Vendor or Designee must provide a copy of the applicable standard Disclosure Form, with all relevant fields completed, to the customer, including the relevant Informational Brochure attached as the first two pages.

    - The Informational Brochure and Disclosure Form must be provided in their entirety and not be edited or modified.

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

    - If the offer includes a battery for energy storage, the costs and fees associated with that battery must be provided on the Disclosure Form.

- For in-person contract execution, the agent must review the Disclosure Form with the customer and provide the opportunity to ask questions. For online contract execution, the platform must provide a phone number or online chat function for customer questions.

- The Approved Vendor or Designee must provide the completed standard Disclosure Form, and the customer must sign that Disclosure Form, before the customer signs a contract.[4] An electronic signature is permitted only if the Approved Vendor or Designee uses a third-party commercially available e-signature platform to collect the signatures. In addition, the platform must require the customer to scroll through the entire document before signing. The signatory on the Disclosure Form must be the holder of the relevant utility account, or, if the account holder is a company or organization, an individual authorized to sign on behalf of the account holder.

- If the customer does not have an email account to which the sales agent may send the Disclosure Form and/or contract for signature using a third-party commercially available e-signature platform, the sales agent must either discontinue the sales process or follow the below steps:

    - Provide hard copies of all required documents, including the relevant Informational Brochure (and if applicable the Going Solar flyer), the Disclosure Form, and any contract(s) for wet signature; and

    - Have the customer sign the email address waiver, available at https://illinoisshines.com/wp-content/uploads/2023/08/DisclosureFormEmailWaiver.pdf. The Approved Vendor or Designee may then either (1) combine the signed waiver with the signed Disclosure Form into a single file before uploading the Disclosure Form, or (2) upload the waiver with the Part I application.

  Under no circumstances may a sales agent facilitate the creation of a new email account for the customer.

- The Approved Vendor or Designee must generate the relevant standard Disclosure Form through the Program Portal unless the Approved Vendor or Designee received prior approval from the Program Administrator to generate Disclosure Forms outside of the Portal through an application programming interface ("API"). Any standard Disclosure Form generated outside of the portal through the API must contain the same content and information as the standard Disclosure Form generated by the Program Portal and meet any other requirements developed by the Program Administrator to ensure that the integrity of the form and its execution is not compromised.[5]

2. **Going Solar Flyer:** For any Illinois Shines distributed generation offer where some, or all, of the REC incentive value is paid to the customer after system energization, the Approved Vendor or Designee must provide a copy of the Going Solar flyer, review it with the customer, and provide the customer with an opportunity to ask questions.

4 A limited exception to the Disclosure Form timing requirements for Illinois Shines, referred to as a "leniency period" (https://illinoisabp.com/wp-content/uploads/2022/08/August-26-2022-ABP-final-for-publication.pdf) was in effect only for projects for which the customer contract was signed between June 30, 2022 and June 1, 2023 (for DG) or June 30, 2023 (for community solar).

5 For more information on generating Disclosure Forms outside of the Program portal, see Sections 5.A and 5.E of the Illinois Shines Guidebook or Section 8.2 of the ILSFA Approved Vendor Manual.

3. **Customer Contract:** After completion of the preceding steps, the Approved Vendor or Designee may present the customer contract for execution.

    - All terms of the contract between a customer and an Approved Vendor or its Designee must be consistent with information in the standard Disclosure Form provided to the customer.

    - All terms and information in the contract and Disclosure Form must be consistent with any marketing claims made to the customer.

    - All customer contracts must include the applicable minimum Contract Requirements.

4. **Presenting Copies to the Customer:** After execution of the customer contract, the Approved Vendor or Designee shall provide to the customer a copy of the signed Disclosure Form, installation contract or subscription agreement, and any other contracts or agreements that the customer signed as part of accepting the offer.

    - For documents signed electronically by the customer, the Approved Vendor or Designee must provide the signed copies by electronic means. At the request of the customer, the Approved Vendor or Designee must also provide hard copies of the signed documents.
    - For documents where the customer signed a hard copy, the Approved Vendor or Designee must give the customer the option of receiving the signed copy electronically or as a hard copy.
    - Electronic copies must be sent or available to the customer within 24 hours of signing. For electronic means, the documents may be provided by email, through an online portal, or through the e-signature platform (as long as the documents can be accessed at any time after they have been signed, and are not only accessible during the signing process).
    - Hard-copy documents sent by mail must be sent by United States Postal Service first class (or equivalent) and must be properly addressed, with adequate postage, and postmarked within 2 business days. Hard-copy documents that are hand-delivered must be provided to the customer within 3 business days.

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

A limited modification to the above steps 1-4 may be used when a Community Solar Provider contracts with customers whose supply has been declared competitive pursuant to Section 16-113 of the Public Utilities Act as of July 1, 2011 (generally large commercial and industrial customers) for community solar services that would encompass multiple electricity accounts held by the same customer. In these circumstances, the customer may execute a single Disclosure Form prior to the execution of the overarching subscription agreement. The Disclosure Form may list a placeholder estimate of the total aggregated subscription size, rather than listing out the subscription size for each individual subscription, provided that the Community Solar Provider explains to the customer that the listed size is a placeholder estimate. After the contract is finalized and the parties determine

the subscription size for individual electricity accounts, the customer must sign a fully complete and accurate Disclosure Form for each community solar subscription (that is, for each individual electricity account to which community solar bill credits will be applied). Signature "bundling," as described in Section 5.A of the Program Guidebook, may be available.

In some situations, the information presented in the Disclosure Form may become outdated or otherwise inaccurate due to changes in the project design or other developments. In general, if information provided to the customer in their Disclosure Form substantively changes, a new Disclosure Form must be provided to, and signed by, the customer. For Illinois Shines, please refer to the most recent version of the resource titled, "Circumstances Requiring New DF Issuance and Signature" (available on the Vendor Disclosure Form Resources page) for details and exceptions to this general requirement. If changes necessitate the generation and/or signing of a new Disclosure Form, the new Disclosure Form should be generated and signed contemporaneously with the change in relevant information. For example, if the project design and size of the project changes, the Approved Vendor or Designee should promptly generate and have the customer sign an updated Disclosure Form, and not wait to update the Disclosure Form until submission of the project application.

B. Requirements for Community Solar Offers when Specific Project is "To Be Determined"

1. Requirements for Illinois Shines "To Be Determined" Offers

An Approved Vendor or Designee may select the "To Be Determined" option in the Disclosure Form for an Illinois Shines community solar offer when the terms of the subscription are set but the specific project for the subscription has not been determined. The "To Be Determined" option is only available in connection with Traditional Community Solar projects; it cannot be used in connection with Community-Driven Community Solar projects. That is, if a Community Solar Provider is marketing and offering subscriptions to a Community-Driven Community Solar project, it may not provide "To Be Determined" Disclosure Forms for these subscriptions. Nor may a customer who signs a "To Be Determined" Disclosure Form be subscribed to a Community-Driven Community Solar project.

If the "To Be Determined" option is selected in completing the standard Disclosure Form, the Approved Vendor or Designee must send a follow-up communication (by email or hard-copy mail, at the customer's choice) that provides the customer with their project specifications no later than two weeks after the customer is subscribed to a community solar project. The communication must provide the following details:

- Project location, including the county in which the project is located;
- Project name (as that project's name appears in the Illinois Shines portal);
- Project Illinois Shines identification number;
- Project size (in kW AC);

- Approved Vendor name and contact information, if different than the entity sending the communication;
- Community Solar Provider name and contact information, if different than the Approved Vendor; and
- Project status (Completed and producing energy; Completed and awaiting final approval to operate; Under construction; Construction not yet commenced).

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

See Section X.B for information on Approved Vendor management of Designees who use "To Be Determined" Disclosure Forms.

2. Requirements for Illinois Solar for All "To Be Determined" Offers

An Approved Vendor or Designee may select the "To Be Determined" option in the Disclosure Form for an Illinois Solar for All community solar offer when the terms of the subscription are set but the specific project for the subscription has not been determined. Each "To Be Determined" Disclosure Form must list a portfolio of between two and five community solar projects to which the "To Be Determined" subscriber will ultimately be assigned. The Disclosure Form must also list the location of each project in the portfolio. Each portfolio may only include community solar projects owned by the same Approved Vendor, or separate Single Project Approved Vendors under a common parent company. An Approved Vendor or Designee may use different portfolios of projects for different customers, as long as the other requirements are met.

An Approved Vendor must assign "To Be Determined" subscribers to a specific community solar project within the portfolio listed on the customer's Disclosure Form within 180 days of the date that the customer signed the Disclosure Form. An Approved Vendor may request a 30-day extension of this deadline. Extension requests should be "batched" to cover all unassigned subscribers who signed their Disclosure Form within the same calendar month. Only one extension may be requested for each "batch" of subscribers. If a "To Be Determined" subscriber is not assigned to a project at the end of 180 days (and no extension request is made and approved), or if the customer is still not assigned to a project at the end of the 30-day extension period, this will be considered a violation of Program requirements and the Approved Vendor may be subject to the responses laid out in the Program Violation Response Matrix in Section X.D.

An extension request shall be submitted in a form to be prescribed by the ILSFA Program Administrator and comply with the following:

- The Approved Vendor or Designee must describe the steps that have been taken toward assigning the subscribers to specific projects;
- The Approved Vendor or Designee must provide a table that lists all the subscribers covered by the request, along with the Disclosure Form signature date for each subscriber;
- The Approved Vendor or Designee must provide sample language that it would use to notify each subscriber of the 30-day extension; and
- The Approved Vendor or Designee must submit the extension request to the Program Administrator at least 14 days prior the lapse of 180 days from the Disclosure Form signature date for any subscriber covered by the request.

The Program Administrator will review the request and grant it if the request is complete and in compliance with these requirements.

Requirements about information that Approved Vendors and Designees must provide to "To Be Determined" subscribers are provided below:

- The Approved Vendor or Designee must provide a list of two to five community solar projects, including the location of each project (city or town if known, or county otherwise), on each Disclosure Form;
- The Approved Vendor or Designee must provide an update to "To Be Determined" subscribers on their subscription status every 30 days until the subscriber is assigned to a specific project (by email or hard-copy mail, at the customer's preference);
- The Approved Vendor or Designee must provide an update to the subscriber when they are assigned to a specific project (by email or hard-copy mail, at the customer's preference) no later than 14 days after the customer is subscribed to a community solar project. The communication must provide the following details:
    - Project location, including the county in which the project is located;
    - Project name (as that project's name appears in the ILSFA portal);
    - Project ILSFA identification number;
    - Project size (in kW AC);
    - Approved Vendor name and contact information, if different than the entity sending the communication;
    - Community Solar Provider name and contact information, if different than the Approved Vendor; and
    - Project status (Completed and producing energy; Completed and awaiting final approval to operate; Under construction; Construction not yet commenced).

If the "To Be Determined" subscriber is not assigned to a specific project within 180 days of signing their Disclosure Form plus any approved extension, the Approved Vendor or Designee must notify the customer of their ability to cancel their subscription contract. If the customer elects to cancel their subscription contract, the Approved Vendor or Designee must provide the customer with a document maintained by the Program Administrator containing relevant ILSFA Community Solar offers by other Approved Vendors, if an offer to which the customer could subscribe is currently available.

See Section X.B for information on Approved Vendor management of Designees who use "To Be Determined" Disclosure Forms.

C. Community Solar Subscription Assignments

If a community solar customer seeks to assign their subscription to a new customer, the Community Solar Provider shall generate and provide a Disclosure Form to the assignee. The Approved Vendor or Designee shall provide the Disclosure Form electronically or provide a hard copy mailed to the assignee, at the option of the assignee. If the assignee fails to sign the Disclosure Form, the Approved Vendor or Designee shall not complete the assignment.

A Community Solar Provider may apply any subscriber eligibility requirements, such as a minimum credit score or execution of an automatic payment agreement, that would apply to *a new subscriber at the time of the assignment*, to the assignee. A Community Solar Provider may not apply stricter eligibility requirements to an assignee than it would apply to a new customer at the time of the assignment. A Community Solar Provider may require that community solar subscription assignments retain the original subscription size and may reject an assignment that would require the subscription size to be adjusted. A Community Solar Provider may also reject a community solar subscription assignment if the original customer was a small subscriber and the new customer would not be a small subscriber.[6]

6 Note that a Community Solar Provider may need to address assignments in its contract with the customers; the Consumer Protection Handbook addresses what is allowable from a Program perspective and does not address whether individual contracts permit a Community Solar Provider to reject the assignment of a subscription agreement.

VI. Substantive Requirements for Program Offers

A. Substantive Requirements for Distributed Generation Projects

Approved Vendors and Designees may not offer solar projects that cannot be interconnected to the electric distribution system. Project interconnection is a strict Program requirement set out in Illinois law.

1. Illinois Shines DG Projects in Municipal Utility and Rural Electric Cooperative Territories

Approved Vendors and Designees may offer installation contracts for distributed generation projects that are not eligible for net meter crediting under Section 16-107.5 of the Public Utilities Act because they are located in municipal utility or rural electric cooperative territories. For projects located in municipal utilities and rural electric cooperatives (and Mount Carmel Public Utility), the current Illinois Shines Distributed Generation Disclosure Form requires the Approved Vendor or Designee to disclose how the relevant utility will credit the end-use customer for electricity sent back to the grid. Prior to January 2025, this information was not included in the Disclosure Form, and Approved Vendors and Designees were required to obtain the customer's signature on the Net Metering Unavailability Customer Acknowledgment Form if the relevant utility's crediting mechanism was not comparable to net metering as set out in Section 16-107.5. Use of the Acknowledgement Form is no longer required if the customer receives a Disclosure Form generated after January 7, 2025.

2. DG Projects Where a REC Incentive Payment Is Passed Through to the Customer

For DG contracts that include a direct payment or payments by the Approved Vendor to the customer that passes through some or all of the value of the REC payment(s), the following requirements apply

and noncompliance may be grounds for disciplinary action (these requirements do not apply where the value of the REC payment is passed through indirectly, such as in lower PPA or lease payments):

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

Pursuant to Section 9.4.2.1.2 of the 2024 Long-Term Renewable Resources Procurement Plan and as explained further below in Section XII.B, the Agency is developing an escrow process for use in Illinois Shines when there is a high likelihood that the Approved Vendor would not pass through promised REC incentive payments to customers. Under this process, the contracting utility will make REC incentive payments to an escrow agent, instead of directly to the Approved Vendor. The escrow agent will then pass through the funds as appropriate to the customer and Approved Vendor.

B. Substantive Requirements for Community Solar Projects

1. Insurance and Maintenance Requirements

For community solar projects for which the Part I application is submitted on or after June 1, 2023, a Community Solar Provider must, for the duration of its participation in either Program:

- Hold full cost-of-replacement insurance; and
- Have and implement a maintenance plan that ensures no unreasonable decrease in production.

For community solar projects for which a Part I application was submitted prior to June 1, 2023, Community Solar Providers may choose to comply either with the community solar insurance and maintenance requirements as they existed before June 1, 2023 (that is, including evidence of insurance and a description of the project's long-term maintenance plan in the subscription contract) or the current requirements as stated above.

2. Delayed Billing Notices and Payment Plans

For community solar subscriptions with regular (e.g., monthly) bills, where the customer receives a bill from the Community Solar Provider (i.e., does not pay for the subscription on their utility bill), the following requirements apply if there are disruptions in the normal timing of bills. If a Community Solar Provider believes that its particular circumstances or billing methods would make compliance

unreasonably burdensome, it may submit a formal request for an exception to the Program Administrator.

- If a community solar subscription bill is going to be provided to the subscriber more than 15 days later than the normal bill statement date, the Community Solar Provider must provide notice to the subscriber, using the same method of delivery (e.g., email, United States Postal Service mail, etc.) as the customer's bills, that:
    - Explains that the bill is delayed;
    - States whether the customer may be billed for multiple billing cycles at one time;
    - Provides any additional available information about the timing of the bill;
    - States that if the customer is billed for three or more billing cycles (for Illinois Shines customers) or for two or more billing cycles (for ILSFA customers) at one time (or within a single 30-day period), the customer may contact the Community Solar Provider to enroll in a payment plan;
    - Provides contact information for customers to request a payment plan; and
    - Explains that enrolling in a payment plan will not require interest payments or other penalties.
- If a Community Solar Provider is unable to provide the customer a bill for multiple billing cycles, it must provide the above notice for each month during which the bill will be provided more than 15 days later than the normal bill statement date.
- If a Community Solar Provider bills a customer for three or more billing cycles (for Illinois Shines customers) or for two or more billing cycles (for ILSFA customers) at one time (or within a single 30-day period), the Community Solar Provider must provide the customer with the opportunity to enroll in a bill payment plan. The bill payment plan must allow the customer to spread the bill payments over at least the same number of billing cycles (for Illinois Shines customers) or double the number of billing cycles (for ILSFA customers) as are being billed at one time (or within a single 30-day period). For example, if a customer is billed for three billing cycles at once, they must be provided with the opportunity to spread the payment over three billing cycles for Illinois Shines, or six billing cycles for ILSFA. The Community Solar Provider shall not charge interest or other penalties for subscription fees that are delayed due to enrollment in a payment plan.
- A Community Solar Provider may choose to provide an entirely voluntary option to community solar customers to pre-pay an estimate of their bill amount if the billing information from the utility is delayed. Any communications about such an option must clearly and conspicuously disclose that pre-payment is entirely voluntary.

Also note that an additional restriction on billing for previous months for ILSFA community solar projects is provided in Section XI.B.

3. Information Requirements when Community Solar Provider Manages Customer's Utility Account and Provides a Consolidated Bill

The following requirements apply to Community Solar Providers that take over management of the customer's electric utility account and that provide a single bill to the customer, which includes electric utility and community solar charges. The Community Solar Provider must:

- Provide a link in the community solar billing statement to a copy of the customer's electric utility bill, or include an attached copy of the electric utility bill;
- Include language in the community solar billing statement that is substantively the same as the following: "[Name of community solar provider] is your community solar provider and also manages your [name of utility] electric utility account. You may view your electric utility bill, which [name of community solar provider] will pay on your behalf, by [insert instructions for viewing electric utility bill]."
- Include the following information in each community solar billing statement:
    - The customer's kilowatt-hour usage for the billing period;
    - The customer's kilowatt-hour rate, or if the rate varies throughout the billing period, the average kilowatt-hour rate during that billing period;
    - The name of the customer's electric supplier (utility or Alternative Retail Electric Supplier);
    - The kilowatt-hour generation from the community solar subscription and dollar value of the credits for the billing period; and
    - The amount of the accumulated community solar credits (if any) that will roll over to the next billing period; and
- Promptly provide the customer with the new electric utility account log-in information if the Community Solar Provider changes the customer's utility account log-in credentials.

4. Single Bill Requirement for ILSFA Community Solar

Both ComEd and Ameren are required by law to offer an option where community solar subscription fees can be included on the customer's electric utility bill, rather than the Community Solar Provider needing to bill the customer separately. This provides a more simplified and straight-forward experience for the customer. For ILSFA Community Solar projects approved in the 2023-24 Program Year and beyond, the Community Solar Providers must utilize the single bill option.

VII. Sales Agent Training

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

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

- Illinois Shines or ILSFA distributed generation projects under 25 kW AC
- Illinois Shines community solar subscriptions under 25 kW AC
- All ILSFA community solar subscriptions

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

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

The annual renewal process for Approved Vendor application or Designee registration, as detailed in Section 2 of the Illinois Shines Program Guidebook and Section 3.8 of the ILSFA Approved Vendor Manual, may require the submission of training materials. In addition, upon request by the Program Administrator, an Approved Vendor or Designee shall provide requested training materials and training records within seven business days. The IPA and the Program Administrator reserve the right to produce standardized training materials and to require Approved Vendors and Designees to use those materials to supplement whatever other materials they may use.

VIII. Association with Alternative Retail Electric Suppliers

No distributed generation offers (under Illinois Shines or ILSFA) shall require the customer to sign up for service from an Alternative Retail Electric Supplier ("ARES"). ILSFA Approved Vendors and Designees may not market a retail electric supply offer to residential customers in the same in-person interaction, or in the same marketing communication, as an ILSFA distributed generation offer.

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

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

Designee may not market or offer a retail electric supply product in the same in-person interaction, or in the same marketing communication, as an ILSFA community solar offer.

Any ILSFA Approved Vendor or Designee that also markets or offers retail electric supply products must sign an attestation acknowledging understanding of, and agreement to comply with, Program restrictions related to retail electric supply offers.

IX. Records

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

If a customer requests a copy of their contract (in addition to the one provided to them according to the procedures outlined in Section V.A.4), the Approved Vendor or Designee shall provide the customer with a copy of that customer's fully executed contract via e-mail, U.S. mail, or facsimile within seven business days. The Approved Vendor or Designee shall not charge a fee for the copies if a customer requests no more than three copies in a 12-month period.

Approved Vendors and Designees shall promptly provide a complete list of agent names and ID numbers upon request by the Program Administrator.

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

from disclosure by a reviewing body (such as a reviewing court or the state's Public Access Counselor).

X. Customer Complaints, Designee Management, and Disciplinary Determinations and Process

A. Customer Complaints

Consumers may file complaints with the Illinois Shines Program Administrator using the webform at the Consumer Complaint Center webpage (https://illinoisshines.com/consumer-complaint-center/), by emailing complaints@illinoisshines.com, or by calling (877) 708-3456. Consumer complaints that are received by the Illinois Shines Program Administrator are published in abridged format in the Consumer Complaint Center. Complainant information is not made public in this database.

Customers may file complaints with the ILSFA Program Administrator by filling out the webform at https://www.illinoissfa.com/consumer-protection-complaints/ or by calling 1-888-970-ISFA.

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

B. Designee Management

1. Designee Management Plans

As explained in the Introduction, Approved Vendors are responsible for managing and actively supervising their Designees (including nested Designees) and ensuring compliance with all Program requirements. Every Approved Vendor that works with or uses Designees is required to have and follow a Designee Management Plan. The Designee Management Plan should include the following elements:

- A process and criteria for vetting new Designees;
- A plan for onboarding and setting expectations for new Designees;
- A process and criteria for reviewing Designee marketing materials, scripts, and channels;
- A process and criteria for reviewing Designees' customer contracting or subscription enrollment processes (including generation and signing of Disclosure Forms and execution of contracts);
- A process for ensuring adequate training of Designee employees and agents (including training on Program requirements and updates);
- A plan for regular communications and/or check-ins between the Approved Vendor and Designees;
- A process and guidelines for when Designees need to update the Approved Vendor on material changes to the Designee's marketing materials or channels, customer contracting or subscription enrollment processes, or other business practices;
- [For Approved Vendors that offer distributed generation projects] Requirements to ensure Designees submit project application materials to the Approved Vendor in a timely manner;
- A process for Designees to report customer complaints to the Approved Vendor; and
- A plan for responding to Designees' violations of Program requirements or applicable requirements of the Designee Management Plan.

If a specific element listed above is not applicable based on the Approved Vendor's use of Designees, it may be omitted. For example, if an Approved Vendor does not have any Designees that do marketing on its behalf, it does not need a process for reviewing Designee marketing materials. Approved Vendors that are assisting "stranded customers" (customers whose original Approved Vendor was unable or unwilling to complete the project application process) will not be held responsible for the actions or conduct of Designees or other Approved Vendors with whom the Approved Vendor did not have a relationship at the time of the action or conduct.

Affiliated Approved Vendors may develop a joint Designee Management Plan, provided that the content is appropriately tailored to the management of Designees across all affiliates.

Approved Vendors should review their Designee Management Plan at least annually and update it as needed.

Approved Vendors must submit their Designee Management Plan to the Program Administrator or Agency upon request. Failure to have and follow a Designee Management Plan that includes applicable elements identified above will be considered a violation of Program requirements.

2. Management of Designees that Use "To Be Determined" Disclosure Forms

An Approved Vendor has responsibility for managing and supervising a Designee that markets community solar and enrolls customers using a business model where the specific community solar project and Approved Vendor is not determined at the time of the customer's enrollment. (See Section V.B for additional information on distinct requirements applicable to the use of "To Be Determined" Disclosure Forms in Illinois Shines and ILSFA.) In this situation, any Approved Vendor to which the prospective customer might ultimately be assigned is responsible for any marketing, enrollment, and other Designee activities that occur prior to the assignment of the customer to a specific project. As such, multiple Approved Vendors may have responsibility for a Designee's actions during marketing and enrollment using a "To Be Determined" Disclosure Form. The Approved Vendor for the project to which the customer is ultimately subscribed continues to have responsibility for the Designee's ongoing activities, including timely compliance with any deadlines.

C. Process for Consumer Protection Violations and Potential Violations

1. Informal Outreach and Notice of Potential Violation

If the Program Administrator believes an Approved Vendor, Designee, or other entity is not acting, or has not acted, in compliance with consumer protection Program requirements in connection with the Program, the Program Administrator may use informal outreach or send the entity a Notice of Potential Violation ("NOPV").

The Program Administrator may choose informal outreach rather than the more formal NOPV if it is the entity's first potential violation of Program requirements, and if the potential violation is less serious (that is, if confirmed, the response would likely not rise to the level of a warning). If the entity resolves the issue, no further steps are required. If the entity decides to not resolve the issue (for example, if it believes there is not a violation) or would like a formal process, and the Program Administrator still believes that there may be a violation, the Program Administrator may send an NOPV.

If the Program Administrator sends an NOPV, the letter will:

- Identify the problematic behavior;
- Explain how the behavior is or may be non-compliant with Program requirements;
- Request more information about the issue; and
- Include information on possible penalties

For Designees, a copy of the NOPV will be sent to the Designee's Approved Vendor(s). For Nested Designees, a copy will also be sent to the Designee under which the entity receiving the NOPV is nested.[7]

With the limited exception of emergency situations requiring immediate action (as determined at the discretion of the IPA), the Program Administrator will allow a reasonable time for the entity to respond before determining what action to take. The default time period is five business days, but the Program Administrator may shorten or lengthen this period if appropriate. The Program Administrator may contact an Approved Vendor's or Designee's customers to understand the breadth of a potential disciplinary issue.

If an Approved Vendor or Designee is not responsive to the Program Administrator during the investigation of a complaint or potential Program violation, or responds unsatisfactorily, the Program Administrator may limit the Approved Vendor or Designee's access to portal functions, including the ability to generate Disclosure Forms or submit Part I applications. Portal access may be restored once the entity begins responding in a satisfactory manner.

After the entity has had an opportunity to respond to the NOPV, the Program Administrator will review all relevant information and either (a) confirm a Program violation, (b) confirm no violation occurred, or (c) determine that the Program Administrator does not have sufficient information to find that a violation occurred. The Program Administrator will inform the entity of the finding.

2. Responses to Program Violations

If the Program Administrator determines that the Approved Vendor or Designee has violated a consumer protection Program requirement, the Program Administrator will select the appropriate response from the Program Violation Response Matrix ("Matrix"), based on the specific circumstances and facts. The Matrix is intended to be used specifically for consumer protection violations, but the Agency will follow a similar approach for other types of Program violations. Determinations to approve or reject an Approved Vendor application are outside the scope of the Matrix. In some instances, multiple options may be used in combination, and in some situations—such as where the entity has already resolved the issue—the Program Administrator may not require any further action.

The following is a non-exhaustive list of factors that may be considered when determining the appropriate response to a consumer protection Program violation:

- Number of customers affected;
- Breadth, scope, and/or duration of issue;

7 If a Designee is registered under multiple Approved Vendors or parent Designees, the Program Administrator will copy the relevant Approved Vendor or Designee upon whose behalf the entity was acting in the specific situation out of which the complaint or other issue arose, If the Program Administrator cannot make a reasonable determination about which Approved Vendor or parent Designee the entity was acting on behalf of, the Program Administrator will send copies to all potentially relevant Approved Vendors and/or parent Designees.

- Nature and degree of actual or potential harm to customers, including negative customer experience;
- Whether the conduct attempted to take advantage of vulnerable individuals or groups of customers;
- Whether the entity self-reported the violation and sought assistance in resolving it;
- Whether the entity takes responsibility and promptly works to resolve the issue;
- Harm to the Program, including actual or potential harm to the Program's reputation or consumer / public trust in the Program;
- Entity's history of, or contemporaneous, similar or other violations or consumer protection issues;
- Whether the entity was truthful and cooperative in any investigation of the issue; and/or
- With respect to a response for the Approved Vendor (or primary Designee) based on the conduct of a Designee (or Nested Designee), whether the Approved Vendor (or primary Designee) knew or should have known of the conduct and/or had processes in place to prevent it.

Corrective Action

The Program Administrator may respond to a confirmed Program violation by requiring the Approved Vendor or Designee to take an action to correct the violation and/or resolve related issues or harm. The Program Administrator will notify the entity of the Corrective Action and for Designees (and Nested Designees), will copy communications to the Approved Vendor (and Designee under which the entity is nested, if applicable).[8]

Compliance Plan

The Program Administrator may respond to a confirmed Program violation by requiring the Approved Vendor or Designee to follow a Compliance Plan. The Program Administrator will notify the entity of the Compliance Plan and may work with the entity to develop the details of the Compliance Plan. For Designees (and Nested Designees), the Program Administrator will copy communications to the Approved Vendor (and Designee under which the entity is nested, if applicable).[9]

Warning

The Program Administrator may respond to a confirmed Program violation by sending a formal warning. All formal warning letters for consumer protection violations will include the following:

- A brief explanation of the infractions for which the entity is being warned;

8 See footnote 7.
9 See footnote 7.

- A timeline of communications between the offending entity and the Program Administrator;
- Reference to which specific Program requirement(s) the entity violated; and
- An explanation regarding how the Approved Vendor and/or Designee can appeal the formal warning to the IPA and the deadline for an appeal.

For Designees, a copy of the warning letter will be sent to the Designee's Approved Vendor(s). For Nested Designees, a copy will also be sent to the Designee under which the entity receiving the warning letter is nested.[10]

Suspensions and Revocations

The Program Administrator may respond to a confirmed Program violation by suspending an entity or revoking its status in the Program. All formal disciplinary actions (suspensions or revocation of Approved Vendor / Designee status) taken by the Program Administrator for consumer protection violations will be communicated through a written explanation of the determination that includes the following:

- A brief explanation of the infractions for which the entity is being disciplined;
- A timeline of communications between the offending entity and the Program Administrator;
- Reference to which specific Program requirement(s) the entity violated;
- An explanation of any disciplinary action, including what specific conduct is no longer permitted in connection with the Program through the length of the suspension;
- An explanation of the process and terms for reinstatement (only for suspensions); and
- An explanation regarding how the entity can appeal the disciplinary determination to the IPA and the deadline for an appeal.

A copy of the letter will be sent to all Approved Vendors and Designees that are linked in the Portal, or otherwise registered as acting in partnership, with the entity that is suspended or whose status is revoked.

As discussed below in Section X.D, the Program Administrator may, in its discretion, apply formal disciplinary action to affiliates of the entity that violated Program requirements. In this case, the Program Administrator will notify the affiliate and provide a copy of the disciplinary letter. In the case of affiliate companies that apply to become an Approved Vendor or attempt to register as a Designee after the disciplinary action, the Program Administrator may reject the application or registration.

10 See footnote 7.

3. Restricted Portal Access

If an entity is nonresponsive to the Program Administrator and/or Agency, the Program Administrator may restrict the entity's access to portal functions (if applicable) until the entity becomes responsive. The Program Administrator will notify the entity of the restricted access and will lift the restriction once the entity becomes responsive.

4. Appeals

An Approved Vendor or Designee may appeal a decision or action of the Program Administrator. To appeal to the IPA, an Approved Vendor or Designee should submit a document to the IPA at IPA.Solar@illinois.gov for appeals related to Illinois Shines and IPA.ILSFA@illinois.gov for appeals related to ILSFA. Appeals should be submitted on company letterhead and request review of the Program Administrator's determination, explain why the entity believes the determination is in error, and provide any supporting information, documents, or communications. Unless otherwise specified by the Program Administrator, the deadline to submit an appeal is two weeks after the determination. An appealing Approved Vendor or Designee may submit a request to the Agency for a stay of an action or decision pending a resolution of its appeal. The Agency may grant or deny this request and will consider, among other factors, the likelihood of customer harm from such a stay, whether the conduct that resulted in the suspension is ongoing, and the likelihood that the appealing entity may prevail. As part of its appeal, an Approved Vendor or Designee may also suggest alternative resolutions or means to address violations (other than the action that is being appealed).

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

5. Publication

If an Approved Vendor or Designee receives a formal warning letter, is suspended, or has their Approved Vendor or Designee status revoked, this fact, along with a summary of the Program violations, will be published on the website(s) for the Program(s) in which the Approved Vendor or Designee participates or participated. On a quarterly basis, the Program Administrator will remove warning letter summaries that were issued more than 12 months prior from the relevant Program website. In addition, an Approved Vendor or Designee that is issued a warning letter but has addressed the underlying violations may request documentation from the Program Administrator confirming the resolution of the Program violations. This documentation will be provided at the Program Administrator's discretion, considering whether and to what extent the violation(s) has actually been resolved. The requesting entity is responsible for providing evidence of resolution of the violation(s).

6. Referrals to Other Agencies

The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing, or other violations of Program requirements that implicate the jurisdiction or

interests of other entities, to agencies or organizations including the Office of the Illinois Attorney General, the Illinois Commerce Commission, consumer protection groups, local authorities, and/or others.

D. Consequences for Violations of Program Requirements

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

The Program Violation Response Matrix ("Matrix"), shown below, lays out the various responses that the Program Administrator may take in response to customer complaints and potential and actual consumer protection Program violations. The Matrix includes information on when each type of response is used, the process provided, communications around the action, publication, and appeals.

As noted above, the Matrix is intended to be used specifically for consumer protection violations, but the Agency will follow a similar approach for other types of Program violations. Determinations to approve or reject an Approved Vendor application are outside the scope of the Matrix; please see the Illinois Shines Program Guidebook or the ILSFA Approved Vendor Manual for information on the Approved Vendor application process.

Program Violation Response Matrix

Action Category	Response	Description	When Response Is Used	Process Before Action	Communication Of Action and Recordkeeping	Publication	Appeal Process
No Apparent Violation of Program Requirements	**Informal Mediation**	Program Admin works with the customer and entity to attempt to informally resolve the customer's concerns / issues	For disputes / customer concerns where there does not appear to be a Program violation	None	Program Admin retains records of communications	None	None
Potential Violation of Program Requirements	**Informal Outreach**	Program Admin informally explains the concern to the relevant entity; if the entity fixes the issue, no further steps; if the entity believes there is not a violation or would like a formal process, move to NOPV	May be used as an alternative to NOPV if it is the entity's first identified potential violation of Program requirements and the apparent violation, if confirmed, would likely not lead to a response more severe than a corrective action or compliance plan	None	Program Admin retains records of communications	None	None
	Notice of Potential Violation (NOPV)	Program Admin issues the entity a letter outlining the potential Program violation and the facts supporting the apparent violation and requests a response from the entity	For apparent violations of Program requirements identified during complaint investigations or otherwise; in some situations, informal outreach may be used instead of or before issuing an NOPV	Informal outreach may be used prior to issuing an NOPV but is not required	Program Admin communicates NOPV to entity; retains copy of communications in internal database; in the case of Designees (and Nested Designees), Program Admin copies Approved Vendor ("AV") (and Designee under which the entity is nested, if applicable)[11]	None	None

11 See footnote 7.

Action Category	Response	Description	When Response Is Used	Process Before Action	Communication Of Action and Recordkeeping	Publication	Appeal Process
Non-Disciplinary Action to Address Violations	**Corrective Action**	Direction from Program Admin to entity to take specific action to correct a Program violation; may include remedial actions not explicitly set out in or required by Program documents (such as notice to affected customers)	For discrete and/or less serious violations, which can be corrected on an ad hoc basis; requirement to take corrective action can also be required for more serious violations in combination with other responses	Program Admin issues Notice of Potential Violation and allows reasonable time for response.* Program Admin follows notice with discussion with entity if necessary / appropriate to determine whether a violation or other consumer protection issue exists; discusses and develops corrective action and may consider input from entity	Program Admin communicates required corrective action to entity; retains copy of communications in internal disciplinary database; in the case of Designees (and Nested Designees), Program Admin sends copy of notice of Corrective Action (if applicable) and Corrective Action to AV (and Designee under which the entity is nested, if applicable)[12]	None	Appeal permitted to the IPA - default deadline is 2 weeks
	Compliance Plan	Direction from Program Admin to take affirmative ongoing actions beyond those set out in Program documents to ensure and/or monitor compliance on an ongoing basis, may also include reporting requirements	For systemic or pervasive violations that are less serious in nature; compliance plan can also be required for more serious violations in combination with other responses	Program Admin issues Notice of Potential Violation and allows reasonable time for response.* Program Admin follows notice with discussion with entity if necessary / appropriate to determine whether a violation or other consumer protection issue exists; discusses and develops compliance plan and may consider input from entity	May be multiple drafts / revisions - Program Admin to send final Compliance Plan to entity; retain copy of communications; in the case of Designees (and Nested Designees), Program Admin sends copy of notice of Compliance Plan and/or communications with entity regarding development of Compliance Plan (if applicable) and final Compliance Plan to AV (and Designee under which the entity is nested, if applicable)[13]	None	Appeal permitted to the IPA - default deadline is 2 weeks
Formal Warning; Continued noncompliance will lead to disciplinary action	**Warning**	Program Admin sends formal Warning Letter to entity regarding Program violation(s)	For recurring or more serious violations or issues such that something more is appropriate than simply having entity correct the issue, or entity is unable or unwilling to correct the issue, but not rising to the severity that would warrant suspension; generally used in combination with requiring corrective action / compliance plan (unless violative conduct has already ceased)	Program Admin issues Notice of Potential Violation and allows reasonable time for response* (advance notice may not be provided in emergency situations). Program Admin has discussion with entity if necessary / appropriate to determine whether a violation or other consumer protection issue exists	Program Admin will send written Warning Letter that includes explanation of violation, timeline of communications, reference to specific Program requirements, explanation of disciplinary action, information on appeal process; in the case of Designees (and Nested Designees), Program Admin sends copy of NOPV and Warning Letter to AV (and Designee under which the entity is nested, if applicable)[14]; an Approved Vendor or Designee that is issued a warning letter but has addressed the underlying violations may request documentation from the Program Administrator confirming the resolution of the Program violations	Summary of warning letter published on public website; on a quarterly basis, the Program Admin will remove the published summary of warning letters that are more than 12 months old	Appeal permitted to the IPA - default deadline is 2 weeks

* a default deadline for response of 5 business days will be used in most situations; however, the Program Administrator retains the discretion to shorten or lengthen this time period

12 See footnote 7.
13 See footnote 7.
14 See footnote 7.

Action Category	Response	Description	When Response Is Used	Process Before Action	Communication Of Action and Recordkeeping	Publication	Appeal Process
Formal Disciplinary Action	**Suspension**	Suspension from participation in the Program in 3-month increments, including marketing the Program, enrolling new customers, etc.; may allow limited activities as necessary to allow resolution of outstanding issues / to avoid harm to existing customers. Projects with Disclosure Forms executed prior to suspension may continue to completion, unless nature of infraction is such that it requires a pause on project completions. Time duration determined by severity of infraction. Suspensions may be extended if terms of suspension are violated and/or additional violations are found or occur during the suspension period	For even more serious violations / Consumer Protection issues, considering actual or potential harm to customers or the Program, responsiveness of entity / willingness to resolve the issue, and duration / repetition of same or similar issues or other Consumer Protection issues; may be of varying duration depending on nature and severity of violation; may include reinstatement requirements upon the end of the suspension term, including resolution of outstanding issues and complaints and/or actions to ensure compliance, may also require Corrective Actions or a Compliance Plan	Program Admin issues Notice of Potential Violation and allows reasonable time for response* (advance notice may not be provided in emergency situations). Program Admin has discussion with entity if necessary / appropriate to determine whether a violation or other consumer protection issue exists	Program Admin will send written Suspension Letter including explanation of violation, timeline of communications, reference to specific Program requirements, explanation of disciplinary action, explanation of process and terms for reinstatement, information on appeal process; the Program Admin will notify all AVs and Designees that are linked in the Portal to the entity being suspended and provide a copy of the Suspension Letter	Summary of suspension published on public website	Appeal to IPA - default deadline is 2 weeks; will entertain request for stay of suspension pending appeal
		Permanent expulsion from participation in the Program	For the most serious violations / Consumer Protection issues and/or repeated / enduring violations of Program requirements with no reasonable expectation of resolution or future compliance	Program Admin issues Notice of Potential Violation and allows reasonable time for response* (advance notice may not be provided in emergency situations). Program Admin has discussion with entity if necessary / appropriate to determine whether a violation or other consumer protection issue exists	Program Admin will send written Revocation Letter including explanation of violation, timeline of communications, reference to specific Program requirements, explanation of disciplinary action, information on appeal process; the Program Admin will notify all AVs and Designees that are linked in the Portal to the entity whose status is being revoked and provide a copy of the Suspension Letter	Summary of revocation of status on public website	Appeal to IPA - default deadline is 2 weeks; will entertain request for stay of revocation pending appeal
Paired with Non-Disciplinary and/or Disciplinary Actions	**Restricted Portal Access**	Entity's access to portal functions is restricted	If an entity fails to respond to a Program Admin inquiry or investigation in a timely manner or by the stated deadline, the Program Admin may restrict the entity's access to portal functions until the entity becomes responsive	Program Admin issues Notice of Potential Violation and allows reasonable time for response*; if entity fails to respond, the Program Admin may restrict the entity's access to portal functions	Program Admin will send written notice of restricted access; in the case of Designees (and Nested Designees), Program Admin sends copy of notice to AV (and Designee under which the entity is nested, if applicable)[15]	None	Appeal to IPA - default deadline is 2 weeks; will entertain request for stay of revocation pending appeal

* a default deadline for response of 5 business days will be used in most situations; however, the Program Administrator retains the discretion to shorten or lengthen this time period

15 See footnote 7.

If an Approved Vendor or Designee is suspended or has their Approved Vendor or Designee status revoked in the Illinois Shines program, the Approved Vendor or Designee will immediately be suspended or have their status revoked in the Illinois Solar for All Program, and vice versa.

In addition, the Program Administrator may, when warranted based on the specific situation, apply formal discipline (that is, suspension or permanent revocation of an entity's Approved Vendor or Designee status) to affiliate companies that share at least 25% ownership or have at least 50% common management. The discipline may apply to existing Approved Vendors or Designees, or to future applicants (such that they may not enter the Programs). The Agency does not intend that the discipline would be applied to affiliates that are only linked by a common third-party financing company that is entirely uninvolved in the management of the companies. The ability to appeal the discipline is available to the primary entity being disciplined, as well as to any affiliates to whom the discipline is also applied.

Approved Vendors and Designees are prohibited from working with suspended entities in any manner that violates the prohibitions or requirements of the applicable suspension.

As described in Chapter XII, the Agency is developing a Solar Restitution Program to provide economic assistance to customers who have been harmed by the conduct of an Approved Vendor or Designee in Illinois Shines or Illinois Solar for All. If an Approved Vendor or Designee's conduct leads to a successful Restitution Program claim by a customer, this may impact the Approved Vendor or Designee's ability to participate in the Program (for example, by requiring a suspended entity to repay the Restitution Program for the amount of the restitution payment made to the customer in order to be eligible for reinstatement).

XI. Additional Requirements for Illinois Solar for All

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

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

All ILSFA distributed generation offers (including Energy Sovereignty projects) must include a warranty or guarantee, or other agreement, at no additional cost to participants, that meets the following requirements:

- Duration of at least 15 years or the length of the REC Contract (whichever is longer);
- Includes maintenance and repairs (including parts and labor) such that the full system and all components are operating to industry standards;
- Ensures no degradation of generation beyond 15% over the first 15 years;
- Specifies any limitation on the coverage of the warranty, guarantee, or agreement;

- Specifies the remedy for the participant in the case of underperformance or other issue and how to file a claim; and

- Specifies what entity is responsible for the warranty, guarantee, or agreement.

Leases and Power Purchase Agreements must include an option at the end of the lease or Power Purchase Agreement period for the customer to choose either that (1) the system components will be removed at no cost to the customer, (2) the customer may purchase the system at a price specified in the Disclosure Form and contract, or 3) the customer may renew the contract at terms specified in the Disclosure Form and contract.[16]

B. Financial Requirements

All Illinois Solar for All Residential (Small) and Community Solar participants must have no up-front payments, except for community solar projects that are organized as cooperatives. For ILSFA Residential (Small), required payments or fees may not begin until the project is energized and producing value for the participant. For ILSFA community solar customers, required payments or fees may not begin until the customer starts receiving net-metering or comparable bill credits.

If ILSFA community solar subscribers begin receiving community solar bill credits from a project before the Community Solar Provider begins billing the subscribers, the provider may not later charge subscribers for a subscription fee for previous months before billing began.

Approved Vendors and Designees must demonstrate that all ILSFA offers meet the 50% savings requirement, except that if the owner of a project in the Non-Profit and Public Facilities sub-program is applying for any of the federal tax credits available under the Inflation Reduction Act of 2022 in relation to the project installation, then the savings level for the participating host of the project must be 65% rather than 50%. For details on the savings requirement and associated calculations, please see Chapter 5 of the ILSFA Approved Vendor Manual.

Approved Vendors and Designees must ensure that loans to support customers' participation in ILSFA will not be secured by the customers' home or home equity. Financing amounts, terms, and conditions must be based on an assessment of the Program participant's ability to repay the debt, as defined by Regulation Z, which is a federal rule that implements aspects of the Truth in Lending Act and the Dodd-Frank Act.[17]

Contracts that include ongoing payments must offer terms that include forbearance. If an ILSFA customer can show good cause in a request for forbearance, and/or a residential income-eligible customer defaults on an installation contract, financiers and project owners must offer at least one

16 Note that removal and renewal options are not required for Energy Sovereignty projects that provide for a transfer of the solar project to the customer at the end of the lease or PPA.

17 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. 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.

of the following options, as applicable: a) suspension of total payments for up to three months, b) a suspension of interest payments for up to six months, or c) a reduction in interest rates for up to twelve months. Missed revenues may be recovered later in the stage of the contract, but no interest may be applied.

C. Participant Data and Income Verification

Approved Vendors and Designees are required to collect property and contact information for each customer who participates in ILSFA, including income verification information and limited personally identifiable information. Approved Vendors and Designees shall not initiate the income verification process for a customer until and unless the customer first (1) gives consent and (2) certifies their income eligibility.

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

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

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

XII. Consumer Protection Initiatives from the 2024 Long-Term Plan

In the IPA's 2024 Long-Term Plan, the Agency proposed the development of three new consumer protection initiatives: a solar restitution program, an escrow process for Illinois Shines Approved Vendors that are not passing through promised REC incentive payments to customers, and a stranded customer REC adder. While the details of some of these initiatives are still in development at the time of the publication of this document, available information is provided here and additional updates will be available at https://illinoisshines.com/consumer-protection-initiatives/.

The escrow process and the stranded customer REC adder both require the development and execution of an amendment to the Program REC Contracts (between the Approved Vendors and utilities) prior to launching the initiatives. The final REC Contract amendment was published in February 2025 and Approved Vendors are expected to sign the amendment by May 26, 2025.

A. Solar Restitution Program

The IPA is developing a Solar Restitution Program to provide economic assistance to customers who have been harmed through their participation in Illinois Shines or Illinois Solar for All.

1. Funding

The restitution payments will be made from the general Renewable Portfolio Standard collections fund held by the public utilities, and specifically will be made first from forfeited collateral from solar projects that sought to participate in an IPA procurement program.

2. Eligibility and Other Limitations on Claims

Customers will be required to submit a complaint to the Program Administrator and cooperate with the normal complaint investigation procedure in order to be eligible for the Solar Restitution Program. At a minimum, the following determinations will be required for customer eligibility:

- The customer was financially harmed by an Approved Vendor's or Designee's violation of Program requirements (or the violation of an unregistered entity acting on behalf of an Approved Vendor or Designee with whom the customer contracted);
- The customer filed a complaint regarding the relevant harm no later than two years after the latter of (1) the occurrence of the harm, or (2) the Restitution Program opening for that type of harm;
- The complaint was closed as unresolved and there is no reasonable likelihood that the Approved Vendor or Designee who caused the harm will make the customer whole; and
- The customer filed a restitution claim within six months of the latter of (1) the complaint being closed as unresolved, or (2) the opening of the Restitution Program for the relevant type of harm.

Restitution payments will not be available to customers who are harmed by entities that are not registered Approved Vendors or Designees in the Illinois Shines or Illinois Solar for All programs, unless the entity the customer contracted with was a registered Approved Vendor or Designee and *that registered entity* was responsible for the involvement of the entity that harmed the customer. The customer will also have to assign their rights to any legal claim against the Approved Vendor or Designee in the same amount that the customer receives in a restitution payment. Customers are not required to obtain a court judgment in order to be eligible for assistance from the Restitution Program.

Customers are not eligible for a restitution payment if they were a 5% or greater owner, or a member of the highest-level management team, of the entity whose conduct caused the harm, during the time that the entity's conduct was ongoing. Family members who live in the same household as a 5% or greater owner or member of the highest-level management team are also ineligible.

The amount of the restitution payment is limited to actual economic damages. Customers are expected to take reasonable actions to limit or mitigate harms, and additional harms that arise that could have reasonably been prevented may not be eligible for inclusion in a restitution payment. The amount of actual damages may be discounted if a customer did not take reasonable actions to limit the harm. For example, if a solar installer damages the customer's roof, which causes a large and noticeable leak into the home's interior, and the customer waits a week or two before notifying the installer or taking other action to address the leak, the customer may not receive payment that covers harm that could have been avoided by promptly addressing the issue. In addition, if another entity involved in the transaction mitigates the economic harm or makes the customer whole, the Program Administrator can take that into consideration when determining the amount of economic damages.

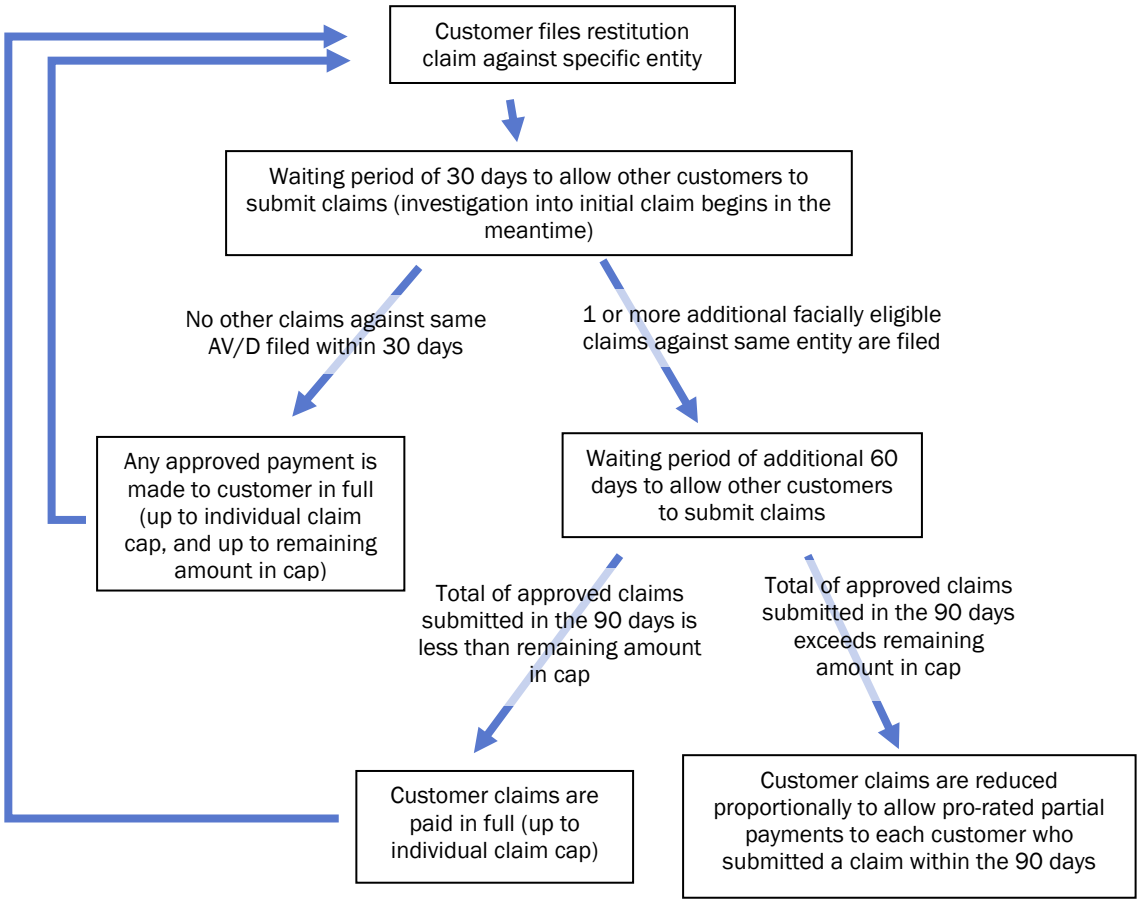
The Solar Restitution Program will be implemented in stages. **In the first phase, the program will only be available for customers who were promised a direct REC payment lump-sum pass-through and did not receive it.** The first phase will be open to residential and commercial customers with projects in both the Small DG and Large DG categories.

3. Payment Caps and Claim Prioritization

The Restitution Program incorporates caps on the amount of payments. The following caps will be implemented when the Restitution Program opens, but may be revisited in the future:

- $30,000 cap per solar project
- $200,000 cap for harm arising out of the conduct of a single Approved Vendor or Designee[18]

In determining the prioritization of claims in the event that multiple claims are filed based on the conduct of a single Approved Vendor or Designee, the following process will be followed:



If a customer submits a claim but does not answer follow-up questions or provide required information or documentation in a reasonable amount of time, the Program Administrator may "close

18 The $200,000 cap will be applied *per Program*. That is, if an entity participates in both Illinois Shines and ILSFA, the cap will be $200,000 per Approved Vendor or Designee for customers whose projects were intended to be applied in Illinois Shines, and a separate cap of $200,000 for customers whose projects were intended to be applied in ILSFA.

out" that request and prioritize the payment of other later-filed claims. The Program Administrator will provide at least 30 days for customers to respond to follow-up questions or requests for information.

4. Restitution Claim Process

As explained above, before a customer can submit a restitution claim, they must file a complaint, cooperate with the complaint investigation, and the Program Administrator must close out the complaint as unresolved.

The customer may then submit a claim to the Restitution Program using a form that the Agency and Program Administrator will develop. The Program Administrator will review the claim and determine whether the claim meets threshold eligibility requirements. If so, the Program Administrator will notify the relevant entity or entities of the claim. If the harm was caused by an Approved Vendor or Designee, that Approved Vendor or Designee will be notified. If the harm was caused by an unregistered entity, both that entity and the Approved Vendor or Designee that brought the entity onto the project will be notified. If the claim does not meet threshold eligibility requirements, the Program Administrator will notify the customer of that determination. The customer will be allowed to appeal that determination to the Agency.

If the threshold eligibility requirements are (or at least appear to be) met, the Program Administrator will review the claim and perform any necessary investigation, which may include on-site inspections and requests for information or documents from relevant parties. The Program Administrator will develop a recommendation that includes whether the claim should be funded and in what amount (if applicable). The payment amount may be reduced if the Program Administrator determines that the customer did not take reasonable action to prevent or mitigate harm.

The Program Administrator will then submit the recommendation to the Agency and provide copies to the customer and Approved Vendor or Designee (and unregistered entity, if applicable). The customer and Approved Vendor or Designee (and unregistered entity, if applicable) may contest the recommendation by written submission within two weeks of the recommendation. The Agency will review the recommendation and may seek additional information if necessary. The Agency will then either approve, reject, or modify the recommended payment amount.

If a payment is approved, the Program Administrator will provide a document for the customer to sign that, upon receipt of the restitution payment by the customer, provides for the assignment of the customer's rights against the Approved Vendor or Designee (or other entity) to the Restitution Program in the amount of the payment to be made. If the restitution payment does not make the customer whole for any reason, the assignment of rights is not intended to limit the customer's legal rights to seek compensation beyond that provided through the restitution program for other harms not covered.

Each month, recently approved restitution claims will be included on the memorandum sent to the Illinois Commerce Commission for approval. The Program Administrator will then include approved restitution claims on invoices to be sent to the utilities. The invoices will direct payment to be made to a third-party payment processing agent, which will in turn mail checks to the individual customers.

B. Escrow Process

The IPA is also developing an escrow process for Illinois Shines in which utility REC payments to certain Approved Vendors may be placed in escrow if the Program Administrator determines that the Approved Vendor is not passing through promised REC payments to customers. The Illinois Shines Program Administrator will use these escrow funds to pay customers their promised pass-through payments according to the procedures described below. Remaining funds (after customers receive their promised payment) will be disbursed to the Approved Vendor.

1. Activation

The escrow process will be activated in situations where there is a high likelihood that an Illinois Shines Approved Vendor will not pass through some or all of its future promised REC incentive payments to customers. The escrow process will only be implemented if the following requirements are established:

- The Program Administrator receives credible reports about the Approved Vendor failing to meet its promise to directly pass through part or all of the REC incentive payment customers (more details below);
- The Approved Vendor has projects participating in the Program for which some or all of the REC incentive payments(s) have not yet been paid to the Approved Vendor; and
- The contracting utility agrees or does not object to the implementation of the escrow process for the specific Approved Vendor.

One of the following two situations is required to meet the first element listed above:

1. The Program Administrator receives at least five facially credible complaints within a 180-day time period from customers who state that they did not receive their promised REC incentive payment from the Approved Vendor. The complaints must all be active within the 180-day period; if one of the customers receives their promised payment, the complaint is no longer active.
2. The Program Administrator receives a credible report from a former or current employee or representative of the Approved Vendor that the Approved Vendor has not been making pass-through payments. The Program Administrator will also reach out to reportedly affected customers in order to confirm that at least five customers did not receive their pass-through payments within a 180-day period.

Although one of these situations must occur prior to the implementation of the escrow process, the Program Administrator and the Agency may, at their discretion, choose not to implement the escrow process even if one of these situations has occurred.

If the Program Administrator decides to move forward with the escrow process, the Program Administrator will first issue a Notice of Potential Violation to the Approved Vendor and will notify the Approved Vendor of the possibility of implementing the escrow process. The notice will provide the Approved Vendor with a reasonable opportunity to respond and demonstrate why the escrow process should not be implemented. After the Approved Vendor's response, if the Program Administrator still believes it is appropriate to move forward with the escrow process, the Program Administrator will provide an opportunity for the relevant utility to object. If the utility does not object, the Program

Administrator will notify the Approved Vendor that the escrow process will be implemented, and the Approved Vendor will then have two weeks to appeal the decision to the Agency. If the Approved Vendor declines to appeal the decision or if the Agency denies the appeal, the escrow process will be implemented according to the procedures described below in Section B.2.

Throughout the preliminary and implementation steps for escrow process for a particular Approved Vendor, the Program Administrator may, at its discretion, temporarily pause the generation of invoices and/or the verifying of an Approved Vendor's Part II project applications. This pause may occur 1) during the Program Administrator's investigation into whether the circumstances that would lead to the implementation of the escrow process have occurred, 2) during the appeal period or determination of an appeal that the escrow process should be activated, or 3) during the implementation of the escrow process.

Once the escrow process has been implemented for an Approved Vendor, it may submit a request to the Program Administrator to reverse the implementation of the escrow process and no longer have its payments diverted to the escrow agent. An Approved Vendor may not make such a request more than once in a 12-month period. In the request, the Approved Vendor must demonstrate to a reasonable degree of certainty that it will not fail to pass through future promised REC incentives.

Finally, if the escrow process is implemented for an Approved Vendor, the Program Administrator may, at its discretion, implement the escrow process for affiliates of the Approved Vendor if the Program Administrator determines that, based on the totality of the circumstances, there is a significant risk that the affiliated Approved Vendor will also fail to pass through promised REC incentive payments.

2. Implementation

After the escrow process is initiated for a particular Approved Vendor, the Approved Vendor will submit its invoices to the utility as normal (with the "payee" listed as the escrow agent), and the utility will make payments under the relevant REC Contract to the escrow agent instead of to the Approved Vendor. The escrow process will be implemented at the contract, or invoice, level. In other words, the utility will pay the entire invoice to the escrow agent, even if part or all of the escrowed amount for a particular invoice is ultimately paid to the Approved Vendor.

The Program Administrator will determine how much money from each invoice paid to the escrow agent should be paid to customers and how much money will be paid to the Approved Vendor. For projects for which the Disclosure Form indicates the amount of the pass-through payment to the customer,[19] there will be a rebuttable presumption that the customer should receive that amount. For projects for which the Disclosure Form does not indicate the amount of pass-through payment to the customer, the Program Administrator will collect information from both the Approved Vendor and the customer in order to determine the pass-through payment. The amount of the pass-through payment will be limited to the total REC payment associated with the customer's project.

19 Disclosure Forms generated in or after June 2023 will have this field.

In either case, the Program Administrator will develop procedures to make the payment determination in as fair a manner as possible, and it will provide adequate notice and opportunity for a response from both the Approved Vendor and the customer regarding the amount of the pass-through payment. If the Program Administrator is waiting on information from the customer, including information about where to send the payment, the Program Administrator will wait at least 30 days for a response. If the Program Administrator does not have adequate information to determine an amount owed to the customer, the Program Administrator may direct the escrow agent to send the entire payment to the Approved Vendor. In this situation, the payment of the entire amount to the Approved Vendor would not be intended to discharge any legal or other obligation between the Approved Vendor and customer.

After the Program Administrator makes a determination regarding the amount of the pass-through payment to the customer, it will submit the determination to the Agency and notify the customer and Approved Vendor of the determination. There will be a two-week period in which the customer and/or Approved Vendor can contest the determination. The Agency will review the determination and any further argument or documentation submitted by the customer and/or Approved Vendor and make a final decision. The Program Administrator will then direct the escrow agent to make the appropriate payments to the customer and the Approved Vendor via check. Because the Agency will have already reviewed the Program Administrator's payment determination, there will be no additional opportunity for either the Approved Vendor or the customer to appeal the determination.

C. Stranded Customer REC Adder

The Agency is developing an economic incentive in the form of a REC adder to incentivize Approved Vendors and Designees to take on customers who have been stranded—that is, customers whose original Approved Vendor and/or Designee is no longer able or willing to move forward with the customer's solar project or its application or participation in the Program. The REC adder will be available in both Illinois Shines and ILSFA.

The REC Adder will be available for projects on prior year REC Contracts through the REC Contract amendment. The REC Adder will not be available for projects that were already assigned to a new Approved Vendor prior to the launch of the REC Adder.

1. Project Eligibility and Stranded Customer Categories

The Agency is finalizing the specific categories of stranded customers whose projects will be eligible for the stranded customer REC adder. Once finalized, the categories will be published on the Program websites. Each category will be associated with a low, medium, high, or very high REC adder value. In general, a solar project will be eligible in the following circumstances:

- The customer contracted with the Approved Vendor for the installation of the project and the Approved Vendor becomes unavailable and either installation work has started or the original Approved Vendor has started the Part I project application.

- The customer contracted for the solar project installation directly with the installer Designee (and the Approved Vendor was only playing the role of aggregator), and the installer Designee becomes unavailable after installation work has started.

- The customer contracted for the solar project installation directly with the installer Designee (and the Approved Vendor was only playing the role of aggregator), and the Approved Vendor becomes unavailable after the Approved Vendor started the Part I project application.

In general, a solar project will NOT be eligible in the following circumstances:

- The customer contracted with the Approved Vendor for the installation of the project and the Approved Vendor becomes unavailable, installation work has not started, and the original Approved Vendor has not started the Part I project application.

- The customer contracted with the Approved Vendor for the installation of the project and a Designee becomes unavailable.

- The customer contracted with the installer Designee and the Designee become unavailable before installation work began, or the Approved Vendor become unavailable before it started the Part I project application.

The following dollar amounts will be the starting REC adder values for projects less than 100 kW AC in size. The Agency may revisit these values in the future. If a customer meets the circumstances for multiple categories (for example, because both the Approved Vendor and Designee have become unavailable), the higher REC adder value will apply.

	Illinois Shines	Illinois Solar for All
Low	$3.00	$4.00
Medium	$6.00	$8.00
High	$9.00	$12.00
Very High	$12.00	$16.00

For projects 100 kW AC and larger in size, the below caps will limit the total REC adder value per project for both Illinois Shines and ILSFA projects:

	Project size 100 kW AC or larger, but less than 1 MW AC	Project size 1 MW AC or larger
Low	$10,000	$12,500
Medium	$20,000	$25,000
High	$30,000	$37,500
Very High	$40,000	$50,000

In addition, the applicable REC adder category (low, medium, high, or very high) will be adjusted based on how many years of the REC Contract have already elapsed for that specific project. If five years have elapsed since the delivery date of the first REC, the project will be eligible for the category one level lower than it would otherwise be eligible for (for example, a project that would other receive the “high” value would instead receive the “medium” value). If ten years have elapsed, the REC value will be reduced by two levels. The value of the REC adder cannot be reduced below the “low” level, regardless of time elapsed.

2. Process to Request Stranded Customer REC Adder and Invoicing

The Agency and Program Administrators are still developing the processes for projects to apply for the REC Adder and for the Program Administrator to review and make determinations on these requests. An Approved Vendor will be able to appeal to the Agency if it disagrees with the determination made by the Program Administrator with respect to the applicable REC Adder value.

Once the REC adder determination has been finalized, the assignment of the project to the new Approved Vendor can be processed, which will include re-approval by the Illinois Commerce Commission. The amount of collateral required for the re-approved project will not be affected by the REC Adder, as under the REC Contract amendment, the definition for collateral excludes the REC Adder from the Contract Price for the purposes of calculating collateral. After ICC approval, the approach to invoicing will depend on whether any REC payments were already made to the original Approved Vendor. If any (or all) REC payments were already made, the new Approved Vendor will submit an invoice for a "true up," with the payment equal to the number of RECs already paid for multiplied by the REC adder value. Then going forward, the REC adder will be applied to the REC price on any subsequent invoices. If no payments had been made to the original Approved Vendor, then the REC adder will simply be added to the REC price on the project invoices. Schedules A and B to Exhibit A will have specific line items that indicate whether or not a stranded customer REC adder is applied and, if so, the amount.