

## **Draft Illinois Adjustable Block Program Community Solar Disclosure Form**

This form gives consumers who are considering subscribing to a community solar project clear information about the transaction. Community solar is an arrangement by which multiple customers share the economic benefits from electricity produced by a solar photovoltaic ("PV") system located in the same utility service territory as the subscribers.

The community solar provider must give you this form as part of the subscription enrollment process in order for the community solar project to participate in the Adjustable Block Program, a state-administered incentive program. The Adjustable Block Program provides payments for the sale of Renewable Energy Credits ("RECs") produced by new PV systems, including community solar projects. RECs are created when solar panels generate electricity; 1,000 kilowatt-hours of solar production equals one REC. RECs represent the environmental value of solar power. RECs are separate from the electricity and can be bought and sold separately; whoever owns the RECs has the legal right to say they used that solar power.

Through participation in the Adjustable Block Program, for 15 years, all RECs from the community solar project that you subscribe to will be sold to Illinois utilities and used to meet a compliance obligation. The community solar provider may use the money from REC sales to reduce the cost of your subscription. Because the environmental attributes of generation are part of the sale of RECs, customers subscribing to community solar projects that sell their RECs relinquish their right to claim they are receiving solar energy.

If you subscribe to a community solar project, you will receive credits on your electricity bill for a portion of that project's energy generation. Community solar subscriptions can be arranged in many different ways, with different terms, payments arrangements, and durations. Community solar subscriptions may be structured 1) as an upfront payment for a portion of the electricity produced by a community solar project over time, 2) as a contract to pay scheduled, pre-determined payments for the electricity generated by a portion of a community solar project, or 3) as a contract to buy a fixed portion of the electricity generated from a community solar project at an agreed per-kilowatt-hour rate. The particular community solar contract you enter into will impact the economics of your decision and your rights and obligations.

This disclosure form provides you with standardized information about your subscription. At the point when you decide to enter into a community solar contract, you will be asked to sign this form, indicating that the information in it has been provided to you. The form will be submitted to the Adjustable Block Program Administrator. The Program Administrator may contact you to verify that you received this form.

The community solar provider is also required to provide you with a Community Solar Informational Brochure about the Adjustable Block Program. Do not sign this disclosure form unless you have received and read that brochure because it provides you with important consumer protection information.

**Community Solar Disclosure Form**

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

At the end of this form, the community solar provider will have an opportunity to provide additional details or explanations related to the information contained in the form.

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

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

Chicago 800-386-5438 TTY: 800-964-3013	Springfield 800-243-0618 TTY: 877-844-5461	Carbondale 800-243-0607 TTY: 877-675-9339
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Spanish Language: 1-866-310-8398

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

**Subscriber's Contact Information**

<b>Subscriber</b>
Name:
Address:
Phone Number:
Email Address:
Subscriber's Electric Utility:
Subscriber's Energy Supplier (if different):

**Other Parties' Contact Information**

<b>Community Solar Provider</b>
Legal Name:
Name Used for Marketing (if different):
Business Address:
Phone Number:
Email Address:

<b>Approved Vendor</b> (per Illinois Adjustable Block Program rules)
Legal Name:
Name Used for Marketing (if different):
Business Address:
Phone Number:
Email Address:

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

*\* Your community solar subscription may be assigned, sold, or transferred by the community solar provider to another party who will be bound by the terms of your contract. If such a transfer occurs, you will be notified if this will change the address or phone number to use for questions or complaints.*

### Project Specifications

- The community solar project you are subscribing to is located at \_\_\_\_ [address] in \_\_\_\_ [county], Illinois
- The total size of the community solar project is \_\_\_\_ kW AC
- Size of your subscription \_\_\_\_ kW AC
- Estimated gross annual electricity production in kilowatt-hours from your subscription in the first year \_\_\_\_ kWh
- Estimated annual production decrease of the community solar project: \_\_\_\_ %
- Expected life of the community solar project \_\_\_\_ years
- Expected overall percentage degradation over the life of the community solar project \_\_\_\_ %

**Note: Any other subscription models envisioned by community solar developers can be brought to the Program Administrator for evaluation for inclusion into the disclosure form.**

**Note: These three sections of the form will only be filled out if the particular subscription structure applies.**

Community solar subscription structured as an upfront payment:

- Total payments due: \$ \_\_\_\_\_
  - Deposit or amount owed at contract signing \$ \_\_\_\_\_
  - The amount owed at the start of system installation \$ \_\_\_\_\_
  - The amount of the final payment due \$ \_\_\_\_\_ and the time it is due \_\_\_\_\_ (for example, 30 days after system interconnection).
  - The amount of any other intermediary payments for the system \$ \_\_\_\_\_ and the time they are due \_\_\_\_\_
  - If a payment is made more than \_\_\_\_\_ days after due date, you will be charged \$ \_\_\_\_\_

*OR*

Late payments accrue interest at \_\_\_\_ % annually.

- All other fees associated with your community solar subscription (for example, interconnection fees, maintenance fees, etc.) and the amount of each one and when it is due:

Fees	Amount	When It Is Due
	\$	
	\$	
	\$	
	\$	

- If you relocate outside your electric utility service territory or are otherwise unable to take advantage of your full subscription:
  - Will you be able recoup any of the cost of your subscription?  Yes OR  No
    - If so, the amount you will be able to recoup will be \$\_\_\_\_ OR will be calculated as follows\_\_\_\_\_.

*\* You have the right to assign or sell the subscription to another person within your original utility service territory (if you move out of your utility service territory or for any other reason) without having to pay a fee to the community solar provider.*

*\* If you move within your utility service territory and wish to retain your community solar subscription, your community solar provider must facilitate retention of your subscription.*

Community solar subscription structured as a contract to pay scheduled, pre-determined payments for the electricity generated by a portion of a community solar project over the term of the subscription:

- Total of all your payments over the course of the subscription, including any down payment, all other payments, interest or escalators, and all fees: \$\_\_\_\_\_
  - Deposit, down payment, or initial amount owed at contract signing \$\_\_\_\_
  - The term of the subscription is \_\_\_\_ years and \_\_\_\_ months
  - Frequency of subscription payments (for example, monthly) \_\_\_\_\_
  - Annual escalation rate \_\_\_\_\_
  - First subscription payment \$\_\_\_\_ and the time it is due \_\_\_\_\_ (for example, 30 days after system interconnection).
  - Final subscription payment \$\_\_\_\_ and the time it is due \_\_\_\_\_ (for example, 20 years after the first lease payment).
  - Total number of payments over the term of the subscription \_\_\_\_\_
  - Are you able to avoid annual escalation rates by pre-paying some or all of your subscription payments?  Yes OR  No

*\* Some community solar subscription contracts may increase a customer's monthly payments on an annual basis to account for inflation and projected increases in electricity rates. These escalation rates compound, meaning they apply not only to the initial subscription payment rate, but also to the increases added annually. Please carefully review any escalation provisions in your contract.*

- A full schedule of all subscription payments

- If a payment is made more than \_\_\_\_ days after due date, you will be charged \$\_\_\_\_ OR late payments accrue interest at \_\_\_\_% annually
- Is early termination of your subscription permitted for reasons other than moving outside of your electric utility service territory?  Yes OR  No
  - If so, the circumstances under which you are permitted to terminate your subscription early are:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Your community solar provider WILL  OR WILL NOT  impose a fee or penalty for early termination of the subscription.
  - If the community solar provider will impose an early termination fee or penalty, the amount of the fee/penalty will be \$\_\_\_\_ OR will be calculated as follows: \_\_\_\_\_.

*\* You have the right to assign or sell the subscription to another person within your original utility service territory (if you move out of your utility service territory or for any other reason) without having to pay a fee to the community solar provider.*

*\* If you move within your utility service territory and wish to retain your community solar subscription, your community solar provider must facilitate retention of your subscription.*

- All other fees associated with your community solar subscription (for example, interconnection fees, maintenance fees, etc.) and the amount of each one and when it is due:

Fees	Amount	When It Is Due
	\$	
	\$	
	\$	
	\$	

Community solar subscription structured as a contract to buy a portion of the electricity generated from a community solar project at an agreed per-kilowatt-hour rate over the term of the subscription:

- The total of all your estimated payments over the course of the subscription, including any down payment, all payments, interest or escalators, and all fees: \$\_\_\_\_
  - Deposit, down payment, or initial amount owed at contract signing \$\_\_\_\_
  - The term of the subscription is \_\_\_\_ years and \_\_\_\_ months
  - Frequency of subscription payments (for example, monthly) \_\_\_\_\_
  - Annual escalation rate \_\_\_\_\_
  - Initial subscription price per-kilowatt hour \$\_\_\_\_.
    - The first subscription payment is due \_\_\_\_\_ (for example, 30 days after system interconnection).
  - The final subscription price per kilowatt hour is \$\_\_\_\_.

- The time the final subscription payment is due \_\_\_\_\_ (for example, 15 years after the first subscription payment).
- Total number of subscription payments over the term of the contract \_\_\_\_\_
- Are you able to avoid annual escalation rates by pre-paying some or all of your subscription payments?  Yes OR  No

*\*Some community solar subscription contracts increase a customer's monthly payments on an annual basis to account for inflation and projected annual increases in electricity rates. These escalation rates compound, meaning they apply not only to the initial subscription payment rate, but also to the increases added annually. Please carefully review any escalation provisions in your contract.*

*Under some community solar subscriptions, your per kilowatt-hour rate may be variable. For example, some contracts may guarantee a certain amount of savings each month or they may be tied to some other pricing schedule. Make sure you understand how your subscription payments will be calculated over time.*

- A full schedule of the price per kilowatt-hour for all subscription payments. (Where per kilowatt-hour rate subscription payments are variable, an explanation of how all subscription payments will be calculated throughout the term of the contract is provided below.)
- If a payment is made more than \_\_\_\_\_ days after due date, you will be charged \$\_\_\_\_\_. OR late payments accrue interest at \_\_\_\_% annually
- Is early termination of your subscription permitted for reasons other than moving outside of your electric utility service territory?  Yes OR  No
  - If so, the circumstances under which you are permitted to terminate your subscription early are:
   
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Your community solar provider WILL  OR WILL NOT  impose a fee or penalty for early termination of the subscription.
  - If the community solar provider will impose an early termination fee or penalty, the amount of the fee/penalty will be \$\_\_\_\_\_. OR will be calculated as follows: \_\_\_\_\_.

*\*You have the right to assign or sell the subscription to another person within your original utility service territory (if you move out of your utility service territory or for any other reason) without having to pay a fee to the community solar provider.*

*\* If you move within your utility service territory and wish to retain your community solar subscription, your community solar provider will facilitate retention of your subscription.*

- All other fees associated with your community solar subscription (for example, interconnection fees, maintenance fees, etc.) and the amount of each one and when it is due:

Fees	Amount	When It Is Due
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	\$	
	\$	
	\$	
	\$	

\* \* \* \* \*

\*Your subscription payments are unlikely to constitute your total monthly amount for electric service from your utility. In addition to the subscription payments, you will still receive an electricity bill.

- You will receive ELECTRONIC  OR PAPER  invoices
- Has the community solar project you are subscribing to already been selected for the Adjustable Block Program incentive?  Yes OR  No

**Note: These prompts will only be provided if the “No” box is checked for whether the community solar project has already been selected for the Adjustable Block Program incentive.**

- Is your subscription to the community solar project contingent upon selection for the Adjustable Block Program incentive?  Yes OR  No
  - If the community solar project is not contingent, will the pricing terms change if the project is not selected for the Adjustable Block Program incentive?  Yes OR  No

\*Selection for the Adjustable Block Program is not guaranteed, but if the community solar project is selected by the Illinois Power Agency, the Approved Vendor, as the counterparty to a REC delivery contract with an Illinois electric utility, will receive payment(s) for the RECs associated with your subscription. The value of these REC payments may be reflected in the cost of your subscription.

- If the community project is not constructed or commissioned, you will receive a  FULL OR  PARTIAL refund of the sum of your community solar payments to date from your community solar provider.
  - If you will receive a partial refund, it will be calculated by \_\_\_\_\_
  - If you will receive a refund, either full or partial, it will be issued \_\_\_\_\_ [date or schedule for issuance]
- Has the community solar project you are subscribing to already been constructed?  Yes OR  No
  - If not, the approximate start date of project construction will be \_\_\_\_\_ [date]
  - If so, has the community solar project been energized and granted permission to operate by the utility?  Yes OR  No
    - If not, the expected date of project energization is \_\_\_\_\_ [date]
- The estimated month when you will start being credited on your electricity bill for the value of the electricity produced through your community solar subscription \_\_\_\_\_ [date]

## Net Metering

*\*Net metering allows you to receive credit from your energy supplier for the electricity generated under your subscription to a community solar project. As part of your subscription to a community solar project, you will be automatically enrolled in net metering. Your supplier will calculate your net metering credits based upon your supply rate and the generation from your share of the community solar project. You may want to review your electric bill to ensure the accuracy of those calculations. If you have questions about your community solar net metering credits or value, you should contact your electricity supplier. There may be a lag of a month or two before your net metering credits appear on your electric bill. If you change suppliers, you will be reenrolled in net metering with the new supplier.*

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

- The community solar provider guarantees a minimum level of production YES  OR NO 
  - If so, the community solar provider guarantees \_\_\_\_\_ electricity production for your subscription on an annual basis  OR a monthly basis

### **Net Cash Flow Estimate**

- Estimated total subscription savings calculations:  
[Here, three savings estimates will be presented to the customer—with low, middle, and high future electricity rate forecasts. The savings calculations will depend on how the community solar subscription is structured and will rely on the current default electricity supply price as the starting point with different potential future electricity rates and inflation forecasts. The savings estimates will be automated based on form inputs.]

*\*The savings calculations above are estimates based on a standard forecast for retail electricity prices, using the following assumptions:*

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=  
=

*Actual retail electricity rates may vary. For further information regarding your electricity rates, please review your electric bill or contact your electric supplier.*

### **Additional Details or Explanatory Information**

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

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### **Signature**

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

Printed Name \_\_\_\_\_  
Signed \_\_\_\_\_  
Date \_\_\_\_\_