

Illinois Shines Community Solar Standard Disclosure Form

This form gives consumers who are considering subscribing to a community solar project clear information about their system and their 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. Execution of this form is required for Illinois Shines, a state-administered incentive program.

Illinois Shines (also known as the Adjustable Block Program) provides payments for the sale of Renewable Energy Credits (“RECs”) produced by new 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 Illinois Shines, all RECs from the community solar project that you subscribe to will be sold to Illinois utilities for 15 years. The community solar provider may use the money from REC sales to reduce the cost of your subscription.

If you subscribe to a community solar project, you will receive bill credits (measured in dollars) from your energy supplier for the electricity output (measured in kilowatt-hours) attributable to your subscription. Community solar subscriptions can be arranged in many different ways, with different terms, payments arrangements, and durations. These include: 1) as a single, upfront payment for bill credits generated from a portion of a community solar project, 2) as a series of scheduled, pre-determined payments for all the bill credits generated from a portion of a community solar project, 3) as an agreement to buy the bill credits from a portion of a community solar project at an agreed per-kilowatt-hour rate, or 4) through potentially some other structure. The particular community solar subscription contract you enter into will impact the economics of your decision and your rights and obligations.

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

The community solar provider is also required to provide you with an Illinois Shines Community Solar Informational Brochure. 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; 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 subscription and receive a refund of any deposit paid within three calendar days of signing the contract by contacting your 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 Illinois Shines Program Administrator by emailing admin@illinoisshines.com or by calling (877) 783-1820. If you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

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

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

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

Spanish Language: 1-866-310-8398

Program website for more information: www.illinoisshines.com

Subscriber's Contact Information

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

Other Parties' Contact Information

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

Approved Vendor (per Illinois Shines program rules)
Legal Name:
Name Used for Marketing (if different):
Business Address:
Phone Number:
Email Address:

* The parties listed above 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 or municipality], Illinois
- Estimated total size of the community solar project is ____ kW AC
- Has construction of the community solar project begun? Yes OR No
 - If no:
 - The approximate start date of project construction will be ____ [date]
 - If yes:
 - 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]
 - If the community solar project is not completed or energized by ____ [date], 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]
- Estimated annual production decrease of the community solar project: ____%

Subscription Specifications

- Size of your subscription ____ kW AC
- Estimated gross annual electricity production in kilowatt-hours from your subscription in the first year ____ kWh
- Will the community solar provider guarantee you a minimum level of electricity production from the project? YES OR NO
 - If so, the community solar provider guarantees \$ _____ of bill credits for your subscription on a _____ (for example, yearly) basis.

- The term of your subscription (the duration for which you will receive bill credits for your subscription) is ____years and ____months
- The estimated month when you will start receiving bill credits through your community solar subscription is ____ [date]
- The deposit, down payment, or initial amount owed at contract signing is \$ ____
- You will receive ELECTRONIC OR PAPER invoices OR you will be able to choose between receiving electronic or paper invoices
- Your subscription is structured as:
 - 1) a single, upfront payment
OR
 - 2) a series of payments over time

If your subscription is structured as a single upfront payment:

- The total upfront payment \$ ____ and the time it is due ____ (for example, 30 days after system interconnection).
- If you relocate outside your electric utility service territory or are otherwise unable to take advantage of your full subscription:
 - Will you be able to 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 ____.

If your subscription is structured as a series of payments over time:

- Is your subscription structured as:
 - 1) a series of scheduled, pre-determined payments for bill credits (in dollars) for electricity output generated by a portion of a community solar project over time
OR
 - 2) a per-kilowatt-hour rate schedule for the bill credits generated from a portion of a community solar project over time

If your subscription is structured as a series of scheduled, pre-determined payments for bill credits (in dollars):

- The first subscription payment is \$ ____ and is due _____ (for example, 30 days after system interconnection)
- The final subscription payment is \$ ____ and is due _____ (for example, 20 years after the first subscription payment)
- A full schedule with each payment amount and when it is due is:

If your subscription is structured as a per-kilowatt-hour rate schedule (in \$/kWh):

- The per kWh rate for each payment is known OR is not yet known (i.e., variable).

If your per kWh rate is presently known:

- The first subscription payment is ____ \$/kWh and is due _____ (for example, 30 days after system interconnection).
- The final subscription payment is ____ \$/kWh and is due _____ (for example, 20 years after the first subscription payment).
- A full \$/kWh rate schedule for all subscription payments and when each payment due is:

If your subscription is tied to a variable pricing schedule:

- Your payments are calculated using (explain the method or formula for calculating payments throughout the term of the subscription):

- The total number of payments over the term of the subscription is ____
- The frequency of subscription payments is ____ (for example, monthly) _____
- Will there be an annual escalation rate? Yes OR No
 - If yes, are you able to avoid annual escalation rates by pre-paying some or all of your subscription payments? Yes OR No
- 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 yes, 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 customer 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. The transferee will receive a disclosure form like this one. Your community solar provider will assist you with processing the transfer after you find the new subscriber.

* 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
	\$	

	\$	
	\$	
	\$	

- Does your subscription require you to receive service from a specific Alternative Retail Electric Supplier (ARES)? Yes OR No
 - If so, the energy supply rate you will initially be charged is ____.
 - Is your supply rate’s price fixed OR variable
 - Does your supply rate feature a rate escalator? Yes OR No
 - If so, the supply rate escalator rate is ____.
- The method and formula that will be used to determine the energy supply rate over the full term of your community solar subscription is:

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

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 electricity supplier will calculate your net metering credits based upon your energy 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 electricity suppliers, you will be re-enrolled in net metering with the new supplier.*

Net Cash Flow Estimates

[Here, the full cost of the subscription will be displayed based on form inputs in net present value. That cost will be shown alongside three electricity costs forecasts—with low, middle, and high future electricity rate forecasts connected to the current default electricity supply price—to allow the subscriber to assess potential savings under the subscription. Where a subscription is tied to a variable pricing schedule (and therefore the total cost of the subscription is not presently known) this section will display the low, middle, and high future electricity rate forecasts along with an explanation of how the subscriber’s costs will be determined.]

**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.*

Signature

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

Printed Name _____

Signed _____

Date _____

Sample Community Solar Disclosure Form