

## **Rationale Document:**

### **Consumer Protection Proposals #1-13** (published for comment on December 2, 2022)

### **New DG Disclosure Forms – Project Performance (“Efficiency”) Disclosure** (published for comment on March 2, 2023)

The Agency expresses its appreciation and gratitude to all of the stakeholders who submitted written public comments on the consumer protection proposals, as well as those who provided verbal comments during the expanded Consumer Protection Working Groups and Grassroots Educator Workshops. The Agency carefully reviewed and considered all public comments submitted. The Agency made numerous changes to its proposals, although this document does not list every change or respond directly to every comment. The Agency appreciates the time and thought that went into the public comments, even when the Agency ultimately decided to take a different approach.

#### **Proposal #1: Disclosure Forms**

The Agency is making a number of both significant and minor changes to the Disclosure Forms as put out for comment.

First, the Agency is adopting a variety of wording changes in response to public comments to make the text more clear, consistent, and accurate. The Agency is also adopting modifications to some specific Disclosure Form fields.

Some of the more significant changes include the following:

- Revisions to the section on Net Metering, including correcting information about how to apply for net metering, simplifying the information provided, and adding a sentence directing customers to an online resource for more information on net metering. The Agency believes an online resource for detailed information on net metering (including for customers in different utility territories and in different rate classes) is a better option than trying to present detailed information for a variety of different customer types on the Disclosure Form.
- Revisions to the section on the Smart Inverter (Distributed Generation) Rebate, including deletion of the fields for the customer’s initial net metering and net metering rate if the customer did not take the Smart Inverter (Distributed Generation) Rebate. The Agency believes that trying to provide this information for all customer types would prove to be overly complicated and that, again, an online resource would be a better option.
- A new field on community solar Disclosure Forms where the Approved Vendor or Designee discloses what payment types the community solar provider accepts (e.g., check, credit card, ACH, etc.), if auto-pay is required, or whether community solar charges will be included on the customer’s electric utility bill. The Agency has received feedback that the method of payment is something that customers may have concerns about, and this field also allows a place for community solar (“CS”) providers to let customers know if they will be charged for their CS subscription on their normal utility bill.
- Eliminating the “energy supplier” field from the community solar Disclosure Form, as the Agency agreed with public comments that it is no longer necessary.

- Because of the complications of estimating the value of electricity generated by Distributed Generation (“DG”) solar projects sited at commercial and industrial customers and public schools, and because of the relative sophistication of these customers, the value of electricity and savings section will not appear on Illinois Shines Disclosure Forms for commercial and industrial customers and for public school projects for DG Disclosure Forms.
- Changing the length of time used for calculating the value of electricity for Illinois Solar for All (“ILSFA”) projects using a lease or a project purchase agreement (“PPA”). The Agency agrees with public comments that the Disclosure Forms should calculate the value of electricity based on the length of the specific lease or PPA, rather than using a set 25-year period, since a lease or PPA could use a different time period.
- Changing the visual presentation of low, medium, and high estimates for the value of electricity on ILSFA DG and CS forms and Illinois Shines DG forms to use a horizontal bar showing the “range” of estimates. This is intended to help customers understand that they should not expect to receive the exact value of the low, medium, or high estimate, but rather that the estimates set out the possible range of values. This is in response to comments that customers often focus on the exact numbers and that a different presentation may increase understanding.
- For Illinois Shines DG purchases, the Agency is retaining the proposal approach of calculating the value of electricity over 15 years. Some commenters suggested using a longer period of time; however, 15 years matches the calculation of electricity value to the length of the REC contract under the Program. However, in response to public comments, the Agency is adding a statement that projects may continue to generate electricity, and economic value, beyond 15 years, and that the assumptions used to calculate the estimated value of electricity generated by the solar project are provided by Illinois Shines in order to facilitate an apples-to-apples comparison between Disclosure Forms (and that documents provided by a project seller may use different assumptions).

Two commenters noted that the Disclosure Form statements regarding forbearance for ILSFA projects appears to be inconsistent with the ILSFA Contract Requirements. There was an update in the 2022 Consumer Protection Handbook to create more standardized ILSFA forbearance requirements that inadvertently was not also incorporated into the Contract Requirements. The Consumer Protection Handbook published July 14, 2022, states:

Contracts that include ongoing payments must offer terms that include forbearance. If a program participant can show good cause in a request for forbearance, financiers must offer a) suspension of total payments for up to three months, b) a suspension of interest payments for up to six months, or c) a reduction in interest rates for up to twelve months.

The forbearance requirements therefore will now apply to all ILSFA customer types and to all offers that have ongoing payments. The Agency does recognize that options (b) and (c) are likely not relevant to leases, PPAs, or community solar subscriptions, because those options generally do not include interest payments. The Agency has updated the Consumer Protection Handbook to note that financiers and project owners must offer one of the three options, *as applicable*, and that the forbearance options must be available if a low-income residential customer defaults on payment on an installation or subscription contract. In addition, the Disclosure Forms will be updated so that

only option (a) is discussed on Disclosure Forms for DG leases and PPAs. Finally, the Contract Requirements have been updated to be consistent with the Consumer Protection Handbook requirements. The Agency appreciates the commenters identifying this issue.

There were a number of comments suggesting the incorporation of additional information into the Disclosure Forms, including a glossary, the formulas used for calculations, additional information on net metering credits, etc. A primary goal in redesigning the Disclosure Forms was to streamline and shorten the forms. The Agency has received consistent feedback from a variety of stakeholders that the forms need to be shorter and simpler to be effective. The Agency intends the Disclosure Forms to provide customers with the most key information about the offer and to “flag” other issues. At the same time, the Agency understands that some customers may want more detailed information. The Agency will therefore be developing an online resource to provide additional information as a companion resource to the Disclosure Forms.

Some commenters suggested that the ILSFA Disclosure Forms should use the “low” estimate of the value of electricity rather than the “medium” estimate to calculate estimated customer savings. This suggestion goes beyond the information contained in the Disclosure Forms and to a substantive Program requirement. The “medium” savings estimate reflects an assumed electricity price escalation rate of 1.7%, which is the maximum electricity price escalation rate permitted under the ILSFA Approved Vendor Manual for calculating savings.

One commenter recommended that the Disclosure Forms should use fewer significant figures / round numbers more. The commenter also suggested that the ILSFA Disclosure Forms should not disclose that a customer’s savings must be at least 50% of the value of the electricity generated because rounding might lead to the savings percentage being less than 50%. The Agency disagrees, and find that this actually supports the decision to retain the amount of rounding used in the current Disclosure Forms for the new Disclosure Forms. The Agency believes changing the number of significant figures adds complexity to the Disclosure Forms without clear benefits. Instead, the Disclosure Forms will emphasize that estimated figures are just that—estimates.

One commenter suggested that community solar Disclosure Forms should use a “generic savings example” because the customer’s subscription size may not be determined at the time of enrollment, resulting in a generic savings example. The Agency addresses this comment to explain that if a community solar provider has not yet determined the appropriate size of a community solar subscription, then it is too early to have the customer sign a Disclosure Form.

Another commenter stated that including an explanation of the importance of subscription sizing in the CS Disclosure Form may be confusing to customers whose subscription fee is a set percentage of the community solar bill credits. The Agency is addressing this comment to explain that, even with a subscription fee as a percentage of bill credits, a significantly oversized subscription can still lead to a customer purchasing more bill credits than they can use. This issue is particularly acute in the Ameren service territory until November 2023, as community solar customers in Ameren territory can currently only apply bill credits to their electricity supply charges. (Starting November 2023, the bill credits will be applied to the entire electricity bill.) Even then, a significantly oversized subscription could generate more bill credits than the customer could actually use. For example, if a customer were to receive \$500 in bill credits every month, and pay \$450 for those credits (90%), but their electricity bill was only \$300 per month, the customer would receive \$300 of value for the cost of \$450. While credits will roll over, a significantly oversized subscription may perpetually

generate more credits than the customer can use, which would prevent the customer from using the full amount of their accumulated credits.

The Agency received a suggestion to create a “no cost” Disclosure Form for ILSFA offers where the customer pays no fee whatsoever. The Agency believes there would be significant value to creating a “no cost” Disclosure Form, but will not be able to develop this in advance of the next Program year. Instead, the Agency intends to revisit this idea after June 2023.

### **New DG Disclosure Forms – Project Performance (“Efficiency”) Disclosure**

The Agency solicited a second round of public comments seeking input on the appropriate metric and scale to use to explain project performance in DG Disclosure Forms. The Agency proposed to use Total Solar Resource Fraction (“TSRF”) as the metric to disclose this information to customers on the Disclosure Form.

The Agency received a few comments, including one submission that explained that some Approved Vendors use PVSyst to design solar projects, and that PVSyst does not calculate TSRF. Therefore, these Approved Vendors would have to obtain and use a second solar design program in order to complete Disclosure Forms. The commenter suggested using capacity factor instead. Based on this feedback, the Agency will use capacity factor. The Portal will calculate this automatically using other inputs (specifically, project size and expected first year production in kWh). For the scale that shows low, medium, and high performance, the Agency intends to review capacity factors for approved Program projects. The DG Disclosure Form will indicate a range of one standard deviation in either direction from the median, which will be described as the range for “typical” capacity factors for Program projects. The scale will indicate that lower capacity factors indicate lower performance and higher capacity factors indicate higher performance, with a color gradient (red to green) to reinforce this visually.

### **Proposal #2 – Requirements for Designee Management Plans**

The 2022 Long-Term Renewable Resources Procurement Plan stated that the Agency would begin requiring Approved Vendors to have Designee Management Plans. Proposal #2 included redline changes to the Consumer Protection Handbook to incorporate this requirement and to list out the elements that would be required to be included in each Designee Management Plan.

The public comments on this proposal emphasized the wide variability in business models and relationships between Approved Vendors and Designees, including that some Approved Vendors do not use Designees.

The Agency is making several modifications, including the following:

- Clarifying that a Designee Management Plan (“DMP”) is only required if an Approved Vendor works with Designees, and that only applicable elements need to be included (for example, if an Approved Vendor does not have any Designees that market on its behalf, the DMP does not need to include information about reviewing Designees’ marketing materials);
- Clarifying that affiliated Approved Vendors can develop a joint DMP, in response to public comments making this suggestion; and

- Directing Approved Vendors to review their DMPs at least annually and to update their DMPs as needed, in response to public comments suggesting requirements around DMP review and updates.

The Agency received feedback that several of the listed elements would be better suited to being included in the contract or agreement between the Approved Vendor and the Designee, rather than in an “internal” Designee Management Plan. The purpose of the DMP is to ensure that Approved Vendors establish systems and processes for overseeing and managing their Designees, and allow the Program Administrator and Agency the ability to review these plans as necessary. The Agency expects that aspects or approaches in the DMP will be reflected or implemented through agreements between the Approved Vendor and Designee. For example, one required element of a DMP is “[a] process for Designees to report customer complaints to the Approved Vendor.” The DMP should describe this process and may reference how it is implemented. The DMP is a single document, which can be reviewed by the Agency and Program Administrators, that reflects and explains the Approved Vendor’s approach to managing its Designees.

There was a public comment requesting example criteria for DMPs. Due to the varied nature of business models, the Agency believes that setting out a list of elements is the best way to provide guidance on what the DMPs should contain. Approved Vendors that have additional questions or require assistance with the development of DMPs may reach out to the Program Administrator and/or the Agency.

Another comment requested that Approved Vendors be given at least 3 months to develop their DMPs after publication of the final requirement. The proposal was to require DMPs to be developed by September 1, 2023. Since the updated requirements were published on April 17, 2023 (45 days in advance of June 1, 2023), this gives Approved Vendors approximately 4.5 months to develop their DMPs.

The Agency also received a comment that the Program Administrator or IPA should evaluate DMPs on a regular basis. The Agency will retain its proposed approach of only requiring DMPs to be submitted upon request. This allows the Agency to review DMPs where compliance issues are observed. This approach may be revisited in the future.

### **Proposal #3 – Clarification about Approved Vendor Responsibility for Designees that Market “TBD” Community Solar Offers**

Proposal #3 edited the Consumer Protection Handbook to clarify that when a Designee markets “TBD” community solar offers, all Approved Vendors who have a project to which those customers could ultimately be subscribed are responsible for that Designee’s marketing and enrollment conduct.

The Agency is not adopting at this time a proposal to require Designees that market “TBD” community solar subscriptions to register as an Approved Vendor or otherwise use Approved Vendor application requirements for these Designees. The Agency previously considered more stringent application requirements for Designees and received feedback that this would create significant barriers. The Agency understands that these comments may have been intended to be specifically about ILSFA and notes that at this time, “TBD” Disclosure Forms are only allowed by the

Consumer Protection Handbook for Illinois Shines community solar. Expanding the use of “TBD” Disclosure Forms to ILSFA may be discussed in a future separate stakeholder process.

There was also a public comment that if multiple Approved Vendors use the same Designee to market different types of “TBD” community solar offers (for example, offers with differing rate structures), an Approved Vendor should be automatically insulated against responsibility for Designee actions related to marketing a “TBD” offer that is not the type of offer that the specific Approved Vendor uses. The Agency does not believe it is appropriate or necessary to take this action, and that such an allowance may allow poorly managed Designees to proliferate. Instead, the Agency will continue to take a pragmatic approach in determining how to apply disciplinary requirements.

#### **Proposal #4 – Restrictions on Marketing ARES Products in Conjunction with ILSFA Offers**

Proposal #4 would (1) prohibit marketing Alternative Retail Electric Suppliers (“ARES”) offers in conjunction with ILSFA DG offers to residential customers, (2) prohibit ILSFA Approved Vendors and Designees from knowingly marketing ARES offers in conjunction with community solar subscriptions to customers who cannot be enrolled with an ARES under 220 ILCS 5/16-115E(a), and (3) require ILSFA Approved Vendors and Designees who also market ARES products to sign an attestation stating their understanding of the requirements and agreement to comply.

The Agency received a few comments on this proposal and decided to not make any changes to the item as proposed. One comment suggested that the Agency “go a step further” and prohibit ARES from marketing retail electric supply offers in conjunction with Illinois Shines offers. The Agency has considered the appropriate level of restrictions on ARES marketing and offers in relationship to ILSFA and Illinois Shines. At this time, the Agency is not aware of any companies co-marketing ARES and community solar offers, or of any “bundled” community solar offers where the customer must also take supply service from an ARES. The Agency does not see a need at this time to foreclose these models from Illinois Shines, as such products could be offered in a way that does not necessarily create consumer protection issues.

Another comment supported the proposal but noted that there are “exceptions . . . to the prohibition of Section 16-115E(a).” The Agency believes that the description of 220 ILSFA 5/16-115E(a) as written in the Consumer Protection Handbook is accurate, as it notes that the law “*restricts*” (rather than “prohibits”) “ARES from enrolling customers who have 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.” However, to increase clarity, the Agency has modified the language to explain that the law “*creates restrictions on ARES* enrolling customers who have 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.”

#### **Proposal #5 – Exception to Allow ILSFA Approved Vendors to Use the ILSFA Logo with Approval of the Program Administrator**

Proposal #5 was to clarify that ILSFA Approved Vendors may use the ILSFA logo on marketing materials with prior approval from the ILSFA Program Administrator.

Two public commenters supported this proposal, and no comments were received objecting to it. The Agency is therefore adopting the proposal without modification.

## **Proposal #6 - Community Solar Billing Issues – Notification and Payment Plan**

Under Proposal #6, (1) a community solar provider would be required to notify the customer each month that the community solar bill is going to be delayed by more than 15 days, and (2) if a community solar provider bills for 3 or more months at once, it must provide customers with the option of signing up for a payment plan (with no accumulating interest for the delayed payments).

The Agency received several comments on this proposal. Some of the comments proposed a lower threshold for when a payment plan must be offered, and others proposed a higher threshold. The Agency found the concerns about unexpected additional charges to ILSFA customers to be compelling. For ILSFA, the Agency is modifying the proposal so that community solar providers must offer a payment plan anytime the customer is charged for 2 or more months at once, and the payment plan must spread the charges out over twice the length of time covered by the bills. For example, if an ILSFA customer is charged for 3 months at once, they must be offered a no-interest payment plan that spreads the charges over 6 months. For Illinois Shines customers, the Agency is retaining the proposed approach of requiring a payment plan to be offered when 3 or more months are billed at once, and the payment plan must spread the charges over the same number of months as are being billed at once.

Several commenters noted that the proposal does not address the underlying issue of delays with utilities providing information to community solar providers. The Agency does not regulate or have authority over public utilities and is therefore unable to require utilities to take any action related to billing delays.

The Agency received the suggestion that customers should be automatically enrolled in a payment plan, instead of customers having to affirmatively enroll in a payment plan. The Agency believes that automatic enrollment, potentially without the customer knowing or understanding what is happening, will lead to more customer confusion.

Commenters also suggested that when there is a delay in information from the utility, community solar providers could charge customers based on estimated bill credits. The Agency is uncomfortable with requiring this approach, due to the complexity of accurately estimating bill credits, the need to later do a true-up (which may further increase customer confusion), and the possibility of customers *paying for* bill credits *before* those credits have actually been applied to the customer's bill. Community Solar providers could offer pre-payment as an *optional* service for customers who do not want to "fall behind" on payments.

## **Proposal #7 – Adjusted Disclosure Form Execution Process for Community Solar for Large Commercial and Industrial Customers**

Proposal #7 would allow a limited modification to Disclosure Form Program requirements if a community solar provider contracts with a large commercial and industrial customer for community solar services that would encompass multiple electricity accounts held by the same customer.

The Agency received several comments in response to this proposal, although some of the comments were focused on slightly different topics, such as "bulk signing" or a "consolidated" Disclosure Form for multiple accounts. The Agency notes that Illinois Shines has previously offered a [signature bundling process](#) for non-residential community solar customers, which allows Approved Vendors and Designees to bundle Community Solar Disclosure forms together such that

the entire “bundle” only needs a single e-signature. The Illinois Shines Program Administrator intends to offer this function again, and this process could be used in conjunction with the adjusted Disclosure Form process described in Proposal #7. The Program Administrator has also approved signature bundling work-around options for Community Solar Providers who are able to “bundle” Disclosure Forms through a third-party e-signature platform.

The Agency is not making any changes to the proposal in response to public comments. There was a request for a “clarified definition” of large commercial or industrial customer. The new language in the Consumer Protection Handbook clarifies that the alternative Disclosure Form process would be available “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.” The citation to Public Utilities Act language should provide adequate clarity.

### **Proposal #8 – Clarification on Restrictions for Offering Distributed Generation Projects that Cannot Take Advantage of Net Metering Crediting under the Public Utilities Act**

Proposal #8 proposed to reframe and clarify the Consumer Protection Handbook’s discussion on projects offered in municipal utilities and rural electric cooperatives where the net metering requirements of Section 16-107.5 of the Public Utilities Act do not apply.

The Agency received a few comments on this proposal. One suggestion was to strike the paragraph that provides examples of when the customer acknowledgment form would be required. The Agency believes the examples provide helpful guidance to Approved Vendors and Designees about when the form would be required.

Another commenter suggested that the disclosure to the customer should be focused on what net meter crediting the customer *will* receive, rather than the net meter crediting that will *not* be available to the customer. The Agency agrees that this information is more useful to the customer and has modified the customer acknowledgment form.

A commenter also stated that the reference to “customers whose electric service has not been declared competitive pursuant to Section 16-113 of the Public Utilities Act as of July 1, 2011” is confusing, and suggested instead referring to customers whose peak load is less than 100 kW. The Agency adopts this approach as a more straight-forward designation.

### **Proposal #9 – Program Violation Response Matrix**

Proposal #9 would establish a Program Violation Response Matrix, which would be incorporated into the Consumer Protection Handbook and lay out the various responses that the Program Administrators may take to different types of consumer protection Program violations.

There were two main themes in the comments on the draft Program Violation Response Matrix. The first theme was concern about the publication of warning letter summaries on the Program websites. There were concerns that publishing warning letters would be too punitive, and suggestions that warning letters should be removed after a set amount of time or once satisfactory remedial action had been taken.



The Agency believes that greater visibility and transparency into companies' Program violations benefits consumers, other Approved Vendors and Designees, and the Program generally. While information about specific warning letters has not generally been published in the past, the Agency wants to ensure that warning letters are taken seriously by Approved Vendors and Designees. The Agency hopes that the publication of warning letter summaries will lead companies to take more prompt and comprehensive steps to resolve Program violations.

However, in response to public comments, the Agency is making two modifications regarding publication of warning letter summaries:

- (1) Warning letter summaries will be published for approximately 12-15 months, rather than published permanently on the Program website. On a quarterly basis, the Program Administrator will remove warning letter summaries that have been posted for at least 12 months. This strikes a balance by ensuring that information about recent warning letters is available. The Agency believes visibility into older warning letters is less critical; if the Program violations for a warning letter over a year old were serious and not resolved, it is likely that the Program Administrator has or will take additional disciplinary steps, such as Program suspension.
- (2) If an Approved Vendor or Designee has taken steps to fully resolve the Program violation for which a warning letter was issued, the Approved Vendor or Designee may request documentation from the Program Administrator confirming the resolution steps taken by the Approved Vendor or Designee. The Agency considered suggestions to remove warning letter summaries after resolution or to note on the website that warning letter violations were "resolved." However, it can be difficult to make a binary determination of whether a Program has been adequately resolved; for example, sometimes a Program violation cannot be "undone" and the only resolution is ensuring that the violation does not recur. If the Program Administrator writes a letter summarizing the warning letter violation and what steps the company took to address the issue, this allows a nuanced explanation. An Approved Vendor or Designee can then use that letter however it deems appropriate, including sharing the letter with potential investors or business partners.

A second theme was the need for a default timeline for how quickly an Approved Vendor or Designee needs to respond to a Notice of Potential Violation (NOPV). The Illinois Shines Program Administrator currently uses a default of 5 business days for responses to potential consumer protection violations. This has been incorporated into the Consumer Protection Handbook and Matrix as the default, but the Program Administrator will continue to have the discretion to shorten or lengthen the time if necessary.

There was a request in a public comment for examples or clarifications regarding what Program violations would rise to the level of warranting suspension or the revocation of an Approved Vendor or Designee's status in the Program. The Agency has not added examples to the Matrix because the determination of appropriate response is very fact dependent. However, the Agency does publish summaries of all suspensions in Illinois Shines, which is available at <https://illinoisabp.com/disciplinary-actions-report/>.

The Agency has also added language in the Consumer Protection Handbook clarifying that the Matrix is designed to be used for violations of *consumer protection* requirements, but that the Agency intends to use similar processes for other types of Program violations.

### **Proposal #10 – Requirement to Provide a Copy of Executed Disclosure Form and Contracts to Customer**

Proposal #10 would require Approved Vendors and Designees to provide a copy of the customer's executed Disclosure Form, installation or subscription contract, and any other documents or agreements that the customer is required to sign as part of accepting the offer, to the customer.

Several comments were submitted on this proposal. Some of the comment suggested tightening the requirements, while other comments suggested loosening the requirements. The Agency believes the proposal's requirements related to providing hard copies are reasonable and strike an appropriate balance that protects customers without creating an undue burden on Approved Vendors and Designees.

The Agency is modifying the proposal as it relates to electronic document copies. In response to comments requesting clarification, the Consumer Protection Handbook allows electronic copies of documents to be sent via email, or shared through an online platform (such as a customer's online account) or through the e-signature platform (provided documents remain accessible after signing). The Agency believes that these alternative methods of sharing electronic copies of the documents serve the same purpose as sharing by email, and may provide benefits through greater data security.

### **Proposal #11 – Community Solar Contract Requirements – Insurance and Maintenance**

Proposal #11 would remove the requirements that community solar subscription contracts include information about insurance and maintenance plans. Instead, the IPA proposed to create substantive program requirements for the level of required insurance and required maintenance for community solar projects that participate in Illinois Shines and ILSFA.

The Agency received a few comments on this proposal. One commenter supported the proposal, and the second requested some clarification and made suggestions.

In response to comments, the Consumer Protection Handbook clarifies that the new substantive requirements will apply to new community solar projects for which Part I applications are submitted after June 1, 2023. For existing community solar projects and community solar projects for which a Part I application has already been submitted, community solar providers may choose to comply either with the requirements as they exist before June 1, 2023 (that is, including maintenance and insurance information in the contracts) or as they will existing beginning June 1, 2023 (that is, the substantive requirements for maintenance and insurance).

### **Proposal #12 – Community Solar Contract Requirements – Assignments**

Proposal #12 clarifies requirements related to assignments of community solar subscriptions.

There were a number of comments on this proposal. Commenters supported the approach of allowing community solar providers to apply eligibility requirements as they exist *at the time of the*

*assignment*, rather than the eligibility requirements that applied at the time the original assignor subscriber enrolled. The Agency is therefore retaining this proposed approach.

One commenter noted that some community solar subscriptions require additional agreements, such as an autopay agreement, that are not assignable. The Agency considers the signing of such agreements part of the relevant eligibility requirements and agrees that a community solar provider may deny a requested assignment if the assignee refuses to sign a related agreement that is required of all new subscribers at the time of the assignment.

A commenter also opposed requiring community solar providers to adjust a subscription size downward as part of an assignment, and opposed requiring solar providers to allow an assignment if the assigning customer is a “small subscriber” and the assignee customer would not be. The Agency recognizes these concerns. Generally, a contractual assignment is intended to allow a new party to step into the shoes of an existing party, and the new party is expected to fulfill contractual requirements in the same way as the original party. Allowing a small subscriber to assign their subscription to a large subscriber could negatively impact the community solar provider because of Program small subscriber requirements and adders. The Agency finds it reasonable to allow community solar providers to reject an assignment if the size of the subscription would change, and to reject an assignment if the assignor was a small subscriber and the new customer would not be.

The Agency wishes to also address the comment that many community solar providers “have had issues with a person living at a residence signing a [Disclosure Form] even though their specific name is not on the Standard [Disclosure Form]” and that “[t]hese errors are not typically caught until review of subscriptions by the [Program Administrator].” The Agency takes this opportunity to clarify that a community solar provider that submits Disclosure Forms to either Program has the responsibility to ensure that it was appropriately signed.

### **Proposal #13 – Replace References to “Adjustable Block Program” and to Separate ABP and Illinois Shines Websites**

Under Proposal #13, references to the “Adjustable Block Program” or “ABP” throughout the Consumer Protection Handbook would be replaced with references to “Illinois Shines.” References to the two separate websites would be updated as appropriate.

One commenter suggested that the Agency continue to use “Adjustable Block Program” to refer to Illinois Shines. The Agency has decided to move away from the use of “Adjustable Block Program” because the program no longer uses an adjustable block structure after Public Act 102-0662; instead, it uses an annual block structure. The Agency believes that using a single name, website, and “brand” will reduce confusion and allow for streamlined content. To respond to the other comment on this proposal, the Agency will continue to provide robust information for consumers as well as Approved Vendors and Designees on the consolidated website.