

**ILLINOIS SHINES**  
**COMMUNITY SOLAR CONTRACT REQUIREMENTS**

**Published April 17, 2023**  
**Compliance required by June 1, 2023\***

All projects energized after the IPA finalized its initial consumer protection requirements must comply in full with applicable consumer protection requirements.

Note that Illinois Shines does NOT require the submission of a signed contract (or a contract amendment bringing a previously signed contract into compliance with the below requirements) for every system purchase, lease, or PPA, provided that all Illinois Shines requirements, such as demonstrating binding site control, are met through other means. As stated in the Plan, the Agency retains the right to request copies of installation contracts from Approved Vendors.

The Approved Vendor will attest to compliance with the contract requirements herein in Part II of the project application.

- (a) A plain language disclosure of the subscription, including:
  - (i) The terms under which the pricing will be calculated over the life of the contract and a good faith estimate of the subscription price expressed as a monthly rate or on a per kilowatt-hour basis;
  - (ii) Whether any charges may increase during the course of service, and, if so, how much advance notice is provided to the subscriber.
- (b) Contract provisions regulating the disposition or transfer of a subscription;
- (c) All nonrecurring (one-time) charges;
- (d) All recurring (monthly, yearly) charges;
- (e) A statement of contract duration, including the initial time period and any rollover provision;
- (f) Terms and conditions for early termination, including:
  - (i) Any penalties that the Project Developer may charge to the subscriber; and
  - (ii) The process for unsubscribing and any associated costs.
- (g) If a security deposit is required;
- (h) The amount of the security deposit;
  - (iii) A description of when and under what circumstances the security deposit will be returned;
  - (iv) A description of how the security deposit may be used; and
  - (v) A description of how the security deposit will be protected.
- (i) A description of any fee or charge and the circumstances under which a customer may incur a fee or charge;
- (j) A statement explaining any conditions under which the Project Developer may terminate the contract early, including:

\*45 days of lead time for compliance with new requirements are provided pursuant to the 2022 Long-Term Renewable Resources Procurement Plan, § 9.3.3, and the Final Order in ICC Docket No. 19-0995 at 56, 62.

- (i) Circumstances under which early cancellation by the Project Developer may occur;
- (ii) Manner in which the Project Developer shall notify the customer of the early cancellation of the contract;
- (iii) Duration of the notice period before early cancellation; and
- (iv) Remedies available to the customer if early cancellation occurs;
- (k) A statement that the customer may terminate the contract early, including:
  - (i) Amount of any early cancellation fee;
- (l) A statement describing contract renewal procedures, if any, including any automatic renewal provisions;
- (m) A dispute procedure;
- (n) The Agency's and Commission's phone number and Internet address;
- (o) A billing procedure description;
- (p) The data privacy policies of the Project Developer;
- (q) A description of any compensation to be paid for underperformance;
- (r) Current production projections and a description of the methodology used to develop production projections;
- (s) Contact information for the Project Developer for questions and complaints;
- (t) A statement that the Project Developer does not make representations or warranties concerning the tax implications of any bill credits provided to the subscriber;
- (u) The method of providing notice to the subscribers when the project is out of service for more than three business days, including notice of:
  - (i) The estimated duration of the outage; and
  - (ii) The estimated production that will be lost due to the outage.
- (v) Any other terms and conditions of service.

### **Portability and Transferability of Community Solar Subscriptions**

To ensure portability and transferability of subscription contracts as required by Section 1-75(c)(1)(N) of the Illinois Power Agency Act, any such contract should provide that the subscriber (i) may retain the subscription (or at least a downsized version of the subscription relative to the subscriber's new load) as long as the subscriber changes addresses for utility service within the same utility service territory, and (ii) may assign or sell the subscription to another person within the same utility service territory, without any fee owed to the subscription counterparty, subject to reasonable terms and conditions.

For subscription transfers to a new customer, a community solar provider may apply any subscriber eligibility requirements that are applicable to *a new subscriber at the time of the transfer*, such as a minimum credit score or execution of an automatic payment agreement, 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 subscriber would not be a small subscriber.