



Ampion, PBC.

75 Arlington St, Ste 500  
Boston, MA 02116

March 20, 2026

### Illinois Power Agency

180 N Wabash Ave, Ste 500  
Chicago, IL 60601

### Ampion, PBC. Comments - Consumer Protection Documents (March 4, 2026)

Dear Illinois Power Agency,

Ampion, PBC ("Ampion") appreciates the opportunity to provide stakeholder comments on the Consumer Protection Document redlines sent on March 4, 2026 including the Consumer Protection Handbook ([3.4.26 Redlines](#)) and the Illinois Shines Community Solar Contract Requirements ([3.4.26 Annotated Clean](#)). We are a Designee who performs marketing, acquisition, utility allocation, and subscription management services on behalf of Approved Vendors in the Illinois Shines Program. Please find Ampion's comments on the aforementioned Consumer Protection Documents below.

#### Illinois Shines Community Solar Contract Requirements – Size and Production

Ampion appreciates how the new version of this document streamlines requirements for community solar contracts; however, Ampion is concerned about the new provision, which requires **"the size of the subscription or share of the community solar project and the estimated solar production"** to be included in the customer contract. Ampion believes that this added requirement creates guideline inconsistency, legal uncertainty, operational challenges, and customer confusion while providing no additional consumer protection beyond what already exists through disclosure form requirements.

Requiring disclosure of the subscription size and estimated production in the community solar contract is duplicative of information already contained in the disclosure form. While this information suits the context of a customer disclosure, providing an actual subscription size and estimated production in the contract itself fails to capture the nuance of optimal community solar allocations. Subscription sizing in community solar is dynamic and optimized continuously for customer benefit based on changes in historical usage. As a result of this reality, the optimal subscription size for a customer may vary over time. The IPA clearly acknowledges this reality through existing provisions and the additional exceptions for re-disclosure included in the draft

Illinois Shines Guidebook.<sup>1</sup> Under the proposed new requirement, with size as a contract term, the typical optimization process challenges the written contract terms. As such, subscription size is an operational parameter that requires active management, not a fixed contractual obligation. Including the specific size of the subscription to the contract might turn an appropriate & Illinois Shines Guidebook-adherent deviance from initial sizing in a disclosure form into a potential breach of contract.

Ampion believes the current framework works well for informing customers of the size of their subscription. That is, size is disclosed with the potential for a  $\pm 5\text{kW}$  or 25% change (with notification) as a starting point; the disclosure form is presented in the same enrollment flow as the contract; and, as size is subject to adjustment within Illinois Shines parameters, flexing a subscription size is *not* treated as a breach-triggering contractual term. As such, Ampion believes that the duplicative subscription size requirement does not serve a consumer protection purpose and will present legal challenges when entities flex subscription sizes without recontracting as they are permitted to under existing Illinois Shines guidelines. Consumer protections regarding knowledge of subscription size are adequately addressed through the disclosure form and Illinois Shines Guidebook sizing requirements. Therefore, we recommend that Illinois Shines either (1) delete this requirement, (2) delete this requirement and instead give an estimate of the percentage of historical usage that may be offset by the subscription, or (3) clarify that this is meant to disclose the **initial** size of the subscription and disclose the adjustment range that does not necessitate recontracting.

### Consumer Protection Handbook – Assisting with Email Access

In this document, the **Section V. Standard Disclosure Forms and Requirements for Contract Execution (A) General Requirements** was revised to establish a more robust explanation of what a sales agent may do in circumstances where a customer does not have an e-mail account during enrollment. Precisely, the new guidelines read as follows:

“If a customer does not have an email account, or **is not able to access their email account**, the sales agent for the Approved Vendor or Designee must discontinue the sale

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<sup>1</sup> For subscriptions where the customer pays a set percentage of their community solar bill credits as their subscription fee (guaranteeing a set percentage of savings), subscriptions may be increased or decreased to meet changes in the customer’s usage without requiring a new disclosure form as long as (a) the customer’s signed subscription Agreement allows for such sizing adjustments, and (b) the Approved Vendor or Designee emails notice to subscribers for adjustments more than 2 kW or 10%.

unless the customer is provided with hard copies of all documents, including complete copies of the disclosure form (with the relevant informational brochure and, if applicable, the Going Solar flyer), the solar contract, and any other applicable contracts, including, but not limited to, a loan agreement. The customer must then wet-sign the relevant documents. Under no circumstances may the sales agent facilitate the creation of an email account for the customer, **assist the customer with accessing their email account**, or send the disclosure form to the sales agent's own email account" (p. 26).

Ampion believes that it is adequate and sound consumer protection to bar sales agents from creating an e-mail account for the customer or sending the disclosure form to the sales agent's own e-mail. However, we believe that writing in the impermissibility of assistance is overextensive. The guidelines as written do not draw a needed distinction between inappropriate control and legitimate assistance. What grounds the impermissibility from a consumer protection standpoint of the prohibition against creating e-mail accounts or using agent e-mails is the concept that sales agents should not maintain control over customer communications. However, assistance with e-mail access is fundamentally different. That is, by exercising common courtesy one can empower customers to maintain independent control of their own existing accounts while simply overcoming temporary technological barriers. This distinction is critical for protecting disproportionately impacted vulnerable populations without creating unnecessary obstacles to legitimate willing participation in the IL Shines program.

Ampion suggests that to address this distinction and put forth a clear consumer protection policy regarding the interaction of the digital enrollment flow and customers, the section lay out when it is permissible to assist a customer. For example: It is permissible to assist a customer in accessing their e-mail address only in these circumstances...

- Temporary technical issues (e.g., browser problems and connectivity issues);
- Simple navigational challenges that require only verbal guidance; and,
- Customers who know their credentials (e.g., e-mail address & password) but need help locating their e-mail provider's website.

Ensuring appropriate safeguards that recognize the distinction between inappropriate control and legitimate assistance are required for effective **V. Standard Disclosure Forms and Requirements for Contract Execution (A) General Requirements** guidelines.



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Thank you in advance for your consideration.

/s/ Chris Kallahaer

**Chris Kallahaer**

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