

ILLINOIS SHINES

COMMUNITY SOLAR CONTRACT REQUIREMENTS

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COMPLIANCE REQUIRED BY JUNE 1, 2026*

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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 community solar subscription, provided that all Illinois Shines requirements are met through other means. The Agency retains the right to request copies of subscription contracts from Approved Vendors and Designees. **Contracts may not prohibit or limit the customer's ability to make complaints to the Program Administrator or Agency or to cooperate with investigations into potential Program violations.**

All customer contracts must be executed by customer signature (which may be by electronic means) and include the date of customer signature (which may be recorded manually or automatically).

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

A. General Contract Requirements

1. **Pricing and Fees:** The contract must include a plain language description of the subscription pricing, including 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. The contract must specify whether any charges may increase during the course of service, and, if so, how much advance notice is provided to the subscriber.

The contract must disclose all recurring and nonrecurring charges or fees and describe the circumstances in which each charge or fee may apply.

2. **Size and Production:** The contract must state the size of the subscription or share of the community solar project and the estimated production, as well as a description of the methodology used to estimate the production.
3. **Contract Duration and Renewal:** The contract must state the contract duration, including the initial time period and any renewal terms or procedures, including any automatic renewal terms.

Commented [A1]: Proposed removal of specific requirements for security deposits, as a business model with security deposits has not emerged

Commented [A2]: Proposed edit to require the contract to disclose the size of the CS subscription or share of the CS project

B. General Contract Requirements

1. **Termination by Customer:** The contract must provide the terms and conditions for early termination by the customer, including the process for unsubscribing and any associated costs or fees.
2. **Termination by Community Solar Provider:** The contract must explain any circumstances under which the Community Solar Provider may terminate the contract early. The contract must also describe what notice would be given to customers, including the timing of the

notice and how it would be communicated. The contract must state what remedies are available to the customer if the Community Solar Provider terminates the contract early.

C. Underperformance and Interruptions

1. **Underperformance:** The contract must describe any compensation to be paid to the customer for underperformance.
2. **Interruptions:** The contract must disclose the method of providing notice to customers when the project is out of service for more than three business days. The notice must include an estimate of the duration of the outage and the estimated production that will be lost due to the outage.

D. Portability and Transferability

1. **Portability:** The contract must allow a customer who moves within the same utility territory to retain their subscription at their new location. The subscription may be downsized if necessary based on customer's electricity usage at the new location.
2. **Transferability:** The contract must allow the customer to assign or sell their subscription to another person within the same utility service territory, without any fee owed to the subscription counterparty, subject to reasonable terms and conditions. The 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. The 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. The Community Solar Provider may require that assignments retain the original subscription size and may reject an assignment that would require the subscription size to be adjusted. The Community Solar Provider may also reject an assignment if the original customer was a small subscriber and the new subscriber would not be a small subscriber.

E. Other Requirements

1. **Contact Information:** The contract must provide contact information for the Community Solar Provider for questions and complaints. The contract must also provide the phone number and website address for the Illinois Power Agency and Illinois Commerce Commission.
2. **Tax Implications:** The contract must include a statement that the Community Solar Provider does not make representations or warranties concerning the tax implications of any bill credits provided to the subscriber.
3. **Additional Information:** The contract must include:
 - A dispute procedure;
 - A billing procedure description;
 - The data privacy policies of the Community Solar Provider; and
 - Any other terms and conditions of service.