

ILLINOIS SOLAR FOR ALL
COMMUNITY SOLAR CONTRACT REQUIREMENTS

~~Approved~~**Published April 17, July 14, 2023**
Compliance required by ~~August 28~~**June 1, 2023***

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

All contracts with subscribers to ILSFA Low-income Community Solar projects (including agreements for purchase money loans [for shares or panels of a community solar project] from lenders affiliated with an Approved Vendor) must contain the required terms stated in this document. In some cases, the requirements listed herein prescribe the content of specific terms, while other requirements prescribe only the scope of contractual terms to be covered.

Note that the Illinois Solar for All Program does not necessarily require the submission of a signed subscription contract (or a contract amendment bringing a previously signed contract into compliance with the below requirements) for every subscription upon application; however, Approved Vendors must provide documentation to the Program Administrator explaining how the community solar subscription will result in a cash-flow positive experience for the participant(s) (including an estimate of the monthly savings) – and specifically, ensuring that the savings accruing to each participant, net of any ongoing participation fees, are at least 50% of the value produced by the community solar project through net metering credits. This may include providing a copy of the contract, or some other statement of customer savings estimates, including assumed parameters.

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, as well as the costs or potential costs associated with such a disposition or transfer;
- (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:

*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) Any penalties that the Project Developer may charge to the subscriber; and
- (ii) The process for unsubscribing and any associated costs.
- (g) A description of any fee or charge and the circumstances under which a customer may incur a fee or charge;
- (h) A statement explaining any conditions under which the Project Developer may terminate the contract early, including:
 - (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;
- (i) A statement that the customer may terminate the contract early, including:
 - (i) Amount of any early cancellation fee;
- (j) A statement describing contract renewal procedures, if any;
- (k) A dispute procedure;
- (l) The Agency's and Commission's phone number and Internet address;
- (m) A billing procedure description;
- (n) The data privacy policies of the Project Developer;
- (o) A description of any compensation to be paid for underperformance;
- ~~(p) Evidence of insurance;~~
- ~~(q) A description of the project's long-term maintenance plan;~~
- (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.
- (w) Once energization begins, any ongoing subscription payments (on an annualized basis) by customer cannot exceed 50% of expected first-year net metering value. This requirement applies to two distinct time periods: (1) the first year of the contract as well as (2) a calculated annual average for (i) the life of the customer's subscription contract *or* (ii) in the case of a system share purchase, for 25 years. For these calculations, the following assumptions must hold:
 - A standard annual production degradation rate of 0.5% must be used;
 - An annual energy price escalation rate of up to 1.7% can be used;
 - The annual customer payment rate escalation cannot exceed the energy escalation rate used.

- The first-year net metering value used in the savings calculation must be based on *either* (i) an average statewide supply rate of \$0.06 per kilowatt-hour or (ii) an average of the customer's 12 most recent monthly utility bills.
- (x) The contract must be in the language requested by the customer.
- (y) Financing amounts, terms, and conditions for a purchase of a system share or a lease-based subscription must be based on an assessment of the program participant's ability to repay the debt, as defined by Regulation Z, which is a federal rule that implements aspects of the Truth in Lending Act and the Dodd-Frank Act.¹
- (z) Right of rescission within three days after contract execution
- (aa) The subscriber cannot be required to provide an upfront payment prior to energization.
- (bb) No prepayment penalties (for a lease or a loan for purchasing a project share) are allowed.
- (cc) Contracts that include ongoing payments must offer terms that include forbearance. If an ILSFA customer can show good cause in a request for forbearance, and/or a residential income-eligible customer defaults on payment for a subscription contract, financiers and project owners must offer at least one of the following options, as applicable: 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. Missed revenues may be recovered later in the stage of the contract, but no interest may be applied.
- (dde) For situations where a low-income residential customer is taking a loan to finance purchase of particular panels or a share of the community solar project from a lender affiliated with an Approved Vendor:
 - ~~○ Financial instrument must include forbearance terms.~~
 - ~~▪ Forbearance terms must encompass one of the following:~~
 - ~~• Suspension of total payments for up to 3 months; or~~
 - ~~• Suspension of interest payments for up to 6 months; or~~
 - ~~• Reduction of interest payments for up to 12 months~~
 - ~~▪ Missed revenues may be recovered later in the contract life, but no interest may be applied.~~
 - Loan may not be secured by home or home equity
 - Loan documents must indicate the following:
 - Principal loan amount
 - Schedule of loan disbursements
 - Schedule and due dates of repayments
 - Order of allocating payments (to principal, interest, fees, etc.)
 - Interest rate

¹ See Consumer Financial Protection Bureau, April 10, 2013. *Ability-to-Repay and Qualified Mortgage Rule, Small Entity Compliance Guide*, http://files.consumerfinance.gov/f/201304_cfpb_compliance-guide_atr-qm-rule.pdf. Under the regulation (12 C.F.R. § 1026.43, issued under authority of 15 U.S.C. § 1639c), creditors generally must consider eight underwriting factors: (1) current or reasonably expected income or assets; (2) current employment status; (3) the monthly payment on the covered transaction; (4) the monthly payment on any simultaneous loan; (5) the monthly payment for mortgage-related obligations; (6) current debt obligations, alimony, and child support; (7) the monthly debt-to-income ratio or residual income; and (8) credit history.

- Borrower(s), lender, servicer
- Nature of lender's security interest (e.g. UCC-1 financing statement)
- Events of default and lender's remed(ies) upon default (including forbearance as discussed above)
- All fees and penalties

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.