

## **Standard Disclosure Form**

# Distributed Generation Power Purchase Agreement (PPA) Option

## **Before You Sign A Binding Contract**

The proposed agreement described in this disclosure represents the terms for a power purchase agreement ("PPA") for a photovoltaic ("PV") system that will be installed on your property. With a PPA, another party will own the system and you will purchase the electricity generated at a discounted, fixed rate. Because you will not own the PV system you are leasing, you are not eligible to take the federal income tax credit for PV system owners.

The purpose of this form is to provide you with clear and accurate information about the terms of your agreement, but this form is not a substitute for your contract. Do not rely exclusively on this form for your PPA agreement. You should read your PPA agreement closely before you sign it. The Illinois Solar for All program requires that you are presented with this disclosure at least seven days before signing your PPA agreement. You may want to discuss the information presented here with an accountant or financial professional during those seven days. You will have another seven days after signing the contract to terminate that contract.

Installation site information	Customer Contact information	
Site Owner Name	Name	
Street	Street	
Apartment/Suite	Apartment/Suite	
City	City	
State	State	
ZIP	Zip	
Phone	Phone	
Email	Email	
Electric Utility		
Number of Units in		
Building		

If you have questions after reviewing this Disclosure Form, contact your Approved Vendor or Seller (these may be different companies). You can also contact the Illinois Solar for All Program Administrator via email at info@IllinoisSFA.com or via phone at 1-888-970-ISFA (4732).



Seller	Approved Vendor	
Name	Name	
Street	Street	
Apartment/Suite	Apartment/Suite	
City	City	
State	State	
ZIP	ZIP	
Phone	Phone	
Email	Email	

## **Financial Summary**

The following is a summary of important financial information you need to know about the PV system your Seller has designed for you. More detailed information about the system design, costs, and savings can be found further in this form.

#### SYSTEM SIZE

		Any system size variations once submitted for approval that is plus or minus more than 5% of the specifications listed here will require
kW DC	kW AC	completion and submission of a new Disclosure Form. The Disclosure Form should exactly match what is presented in the contract.

\$0.1248/kWh

The amount the average residential household pays

#### SUMMARY OF COSTS AND SAVINGS

**Current Average Residential** 

	for their electricity as a cost per kilowatt hour (kWh).
\$ / kWh	The starting rate at which you will buy electricity with this PPA agreement.
\$	The net estimated average amount of total savings you will see monthly in dollars. This is based on your
	total first year costs and total first year energy value.
\$0	The amount you pay upfront, before the PV system starts producing energy is always \$0.
\$	The estimated total costs and fees you pay over the first year of the contract.
kWh	The number of kilowatt hours produced by your system in the first year.
	\$ \$0 \$



First Year Energy Value Savings Dollars	\$	The estimated amount of total savings you will see in the first year in dollars. This is calculated by subtracting the first-year costs from the energy value produced and <b>must be at least 50%.</b>
First Year Energy Value Savings Percent	%	The estimated amount of total savings you will see in the first year as a percent. The total value of the energy your system produces divided by your Energy Value Savings must be at least 50%.
25-Year Costs	\$	The estimated total costs and fees you pay over 25 years.
25-Year Energy Produced	kWh	The estimated number of kilowatt hours produced by your system over 25 years.
25-Year Savings Dollars	\$	The estimated amount of total savings you will see over 25 years in dollars. This is calculated by subtracting 25-year costs from the 25-year costs energy value produced.
25-Year Savings Percent	%	The estimated amount of total savings you will see over 25 years as a percent. The total value of the energy your system produces divided by your Energy Value Savings must be at least 50%.

### What Is Illinois Solar for All?

The Illinois Solar for All program provides incentives that help make solar power more affordable to low-income households, non-profit organizations, and public agencies across the state. The Illinois Solar for All program is made possible by Public Act 99-0906 (also known as the Future Energy Jobs Act), and is administered by Elevate Energy on behalf of the Illinois Power Agency (IPA).

## **How Much Will A PV System/Electricity Cost?**

The amount you will pay will vary based on 1) the system size, 2) whether you purchase or lease the PV system or simply buy the electricity, and 3) the terms of your contract. Please read this Disclosure Form carefully to better understand all potential costs and values before you sign the contract. All savings are estimated based on your proposed contract terms, the system design, program requirements, and other important details outlines in this Disclosure Form. Although many of the details described here are estimates, they provide a fair representation of what you can expect to pay and save. All participants in Illinois Solar for All are ensured a minimum amount of financial savings in all contracts, as well as important consumer protections.



## **Important Solar Power Concepts**

#### RENEWABLE ENERGY CREDITS

Renewable Energy Credits (RECs) are created when PV systems generate electricity, but they are not the electrical energy itself. Instead, they represent the environmental value of the electricity generated from a PV system. RECs are important because they can be bought and sold separately from the energy. System owners can sell RECs to help pay for a solar installation. Illinois Solar for All makes solar affordable by allowing system owners to sell RECs and requires that those incentive dollars are used to pass savings on to participants. The following table outlines the details on the sale of the first 15 years of RECs of your proposed PV system.

RECs Generated
The estimated total number of
RECs generated over 15 years.

Value per REC	
\$	
The fixed price paid for	
each REC sold.	

Total REC Value	
\$	
The estimated value of all RECs	
generated over 15 years.	

#### **NET METERING**

Net metering is an agreement between you and your electricity supplier. A net metering agreement allows you to sell back any excess energy to your supplier each month with each kilowatt-hour (kWh) you sell appearing as a credit on your electricity bill. With net metering, you are charged only for the net amount of energy you use during each billing period (i.e., the amount of energy delivered to you minus the excess amount you send back to your supplier). If you send more energy to your supplier than is delivered, you can receive credits on your bill.

#### INTERCONNECTION

Interconnection is the process for getting approval to connect your PV system to the power grid. With Illinois Solar for All, your Approved Vendor, or their agent, will apply for interconnection on your behalf. A completed interconnection agreement must be in place before the PV system can be energized.

The interconnection rules may vary based on location and utility service territory. Links to interconnection information are provided below for three Illinois electric utilities:

- Ameren Illinois: <u>Ameren.com/Illinois/Residential/Supply-choice/Renewables/Distributed-generation</u>
- Commonwealth Edison Company:
   ComEd.com/MyAccount/MyService/Pages/SmallerGenerators.aspx
- MidAmerican Energy Company: <u>MidAmericanEnergy.com/customer-generation.aspx</u> If your system is in the service territory of an Illinois municipal electric utility or rural electric cooperative, you should contact them for their interconnection requirements.
  - This is who will submit the interconnection application on your behalf: [\_\_\_\_\_\_].
  - This is who will submit the net metering application on your behalf: [\_\_\_\_\_\_].



## Is Your Property Ready for Solar?

Before solar can be installed, it's important to determine whether your property is suitable for solar. Illinois Solar for All requires that your Approved Vendor or Installer inspects your property to ensure various conditions are met before installation can begin, including:

- The property roof is in good condition and has at least 15 years of life left.
- Your property has the structural capacity to hold the weight of a PV system.
- Your electrical systems are safe, meet local code requirements, and the requirements of the proposed PV system.
- The areas where installation crews will work are free and clear of obstructions and hazardous materials.
- Your property has minimal obstructions that cause shading, like trees and taller buildings.
- For ground-mounted systems, the site has minimal obstructions, flooding, or contamination.

The Seller or Installer will inspect your property before presenting a contract and will submit a Site Suitability Report to you and the Program Administrator. If issues are found that need to be corrected, this report will detail a corrective plan. If repairs are needed, the Illinois Solar for All Approved Vendor must identify the plan for the repairs and how they will be paid for, ensuring that such costs do not place an unsustainable financial burden on the participant.

# Your Approved Vendor and Other Companies Working on Your PV System Installation

The following businesses will play a role in installing and maintaining your PV system. The businesses listed are independent and are not representing, endorsed by, or acting on behalf of a utility, a consumer group, or a governmental body.

Name	
Street	The company responsible for
Apartment/Suite	ensuring your system is installed
City	and meets the requirements of
State	Illinois Solar for All. The company that qualifies to sell the RECs and
ZIP	receive the incentives on the
Phone	system owner's behalf.
Email	System owner 3 benan.
Seller:	
Seller: Name	
	The second that decision the
Name	The company that designs the
Name Street	system and with whom you sign a
Name Street Apartment/Suite	system and with whom you sign a contract to purchase the
Name Street Apartment/Suite City	system and with whom you sign a contract to purchase the generation. This is often, but not
Name Street Apartment/Suite City State	system and with whom you sign a contract to purchase the

**Approved Vendor:** 



System Installer:		
Name		
Street	The common was a scille for	
Apartment/Suite	The company responsible for	
City	ensuring your system is installed and meets the installation	l
State		
ZIP	requirements of Illinois Solar for All.	
Phone	All.	
Email		
•	e Seller to a third party who will be bound by the transfer occurs and this will change the address of tenance, or repair requests.	
If the system Installer is not kno system:	of the following will be selected to install your	

If the system Installer is not known at this ti	me, one of the following will be selected to install your
system:	inic, one of the following will be selected to install your
1st Potential Installer:	
Name	
Street	One of the companies that may be
Apartment/Suite	selected to install your system. If
City	selected, this company will be
State	responsible for ensuring your
ZIP	system is installed and meets the installation requirements of Illinois
Phone	Solar for All.
Email	Solal for All.
2nd Potential Installer:	
Name	
Street	One of the companies that may be
Apartment/Suite	selected to install your system. If
City	selected, this company will be responsible for ensuring your
State	system is installed and meets the
ZIP	installation requirements of Illinois
Phone	Solar for All.
Email	Solution All.
3rd Potential Installer:	
Name	Out of the communication that was the
Street	One of the companies that may be selected to install your system. If
Apartment/Suite	selected to install your system. If
City	responsible for ensuring your
State	system is installed and meets the
ZIP	installation requirements of Illinois
Phone	Solar for All.
Email	55141 101 7 1111



Maintenance Provider:		
Name		
Street	Long-term maintenance of your	
Apartment/Suite	system may be provided by the	
City	Installer or a separate company.	
State	See the details below to see if	
ZIP	maintenance is included, the period the system is maintained,	
Phone	and any associated costs.	
Email	and any associated costs.	

## The Terms of Your PPA Agreement

You have selected to purchase electricity through a **power purchase agreement (PPA)**. With a PPA, the PV system is installed on your property and owned by a third-party. You agree to purchase the electricity generated from that PV system at an agreed rate and period. This rate may change over time to account for the increased cost of energy. The PPA agreement proposed for you requires that you pay an initial rate of \$[ ] per kilowatt hour for all the electricity produced by the system paid every [ ] for a total of [ ] years. This rate will increase annually at a rate of [ ] %. You will not be charged any costs or fees until your system is energized and you begin to see credits on your electricity bill. The following tables include important information about the terms of your lease agreement, along with projected costs and savings.

Terms of the PPA		
Upfront costs	\$0	The amount you are required to pay before you start receiving energy from the installed PV system. <b>This is always \$0.</b>
Length of contract	[ ] years [ ] months	The length of time you are required to make payments.
Initial rate per kWh	\$ <mark>[ ]</mark>	The amount you pay for energy produced by the system. This is always a <b>minimum of 15 years</b> .
Frequency of PPA payments	Every [ ] for [ ] payments	How often you make payments. For example, you may be required to pay monthly.
Annual payment increases <sup>1</sup>	□ Yes □ No	The rate at which your cost per kilowatt hour will increase over time, if at all. Payments will increase by [ ] % every year.
First payment due		The date when your first payment is due. For example, 30 days after the system is energized.
Final payment due		The date when your last payment is due. For example, 180 months or 15 years after the first lease payment is due.
Contingent on Illinois Solar for All	□ Yes □ No	Is this agreement contingent on the project being selected by the Illinois Solar for All program?

<sup>&</sup>lt;sup>1</sup> Many PPA contracts increase the rate at which you purchase electricity on an annual basis to account for inflation and projected annual increases in electricity rates. These escalation rates compound, meaning they apply not only to the initial lease payment rate, but also to the increases added annually. The savings calculated for you in this Disclosure Form account for all these increases to give you a clear estimate of all your costs and savings over time.



The amount you pay at regular payment periods (typically monthly) will vary based on the energy your system produces. You are paying a fixed rate for each kilowatt hour produced. But, the number of kilowatt hours that will be generated by the system can only be estimated.

## The Costs and Fees Associated with Your PPA Agreement

The following are the costs and fees associated with installing and maintaining your PV system over the full term of the PPA agreement. Most costs are included in your agreed electricity rate and some services may not have associated fees. Some costs or fees may or may not be included in your payments, and therefore may require payment separately. Some payments may be conditional, such as a late fee that will not be charged unless you have a late payment. Please read each item to understand what payments you are required to pay and when.

Costs and Fees				
System warranty fee	Are you charged these fees?		\$0	The cost of the warranty for your system is always \$0 and included in your payments. See the details below of the terms of this warranty.
System maintenance fee	Are you charged these fees?		\$0	The cost of the long-term maintenance of your system is always \$0 and included in your payments. See the details below of the terms of this maintenance.
Document preparation fees	Are you charged these fees?	Are these fees included in your regular payment?  ☐ Yes ☐ No	\$	Any administrative costs, if any, associated with originating the PPA agreement.
Internet non- connection fee	Are you charged these fees?	Are these fees included in your regular payment?	\$	If you do not maintain a high-speed internet connection to facilitate the transmittal of generation data from your system for creating RECs, you may be charged a fee by the Seller to cover the cost of such a connection.
Estimated system removal fee	Are you charged these fees?	Are these fees included in your regular payment? Yes	\$0	The estimated cost to remove the system equipment when it has reached the end of its useful life is always \$0. See below for end of life options.
Automated clearinghouse fee	Are you charged these fees?	Are these fees included in your regular payment?  ☐ Yes ☐ No	\$	You may be required to enroll in a program in which your PPA payments are made through an electronic transfer of funds cleared through an automated clearinghouse and there may be a fee associated with enrolling.



Uniform Commercial Code Notice Removal and Re-filing fee	Are you charged these fees?		d in your payment?	\$ A filing fee to protect the Seller's equipment. <sup>2</sup>
Any other fees:			1.	
Description	Included in payment:	PPA	\$	
	□ Yes □	No		
Description	Included in payment:	PPA	\$	
	□ Yes □	No		
Description	Included in payment:		\$	
Financial Fees:				
Returned checks fee	Are you charged these fees?  ☐ Yes ☐ No	Are the include your repayment No	egular	\$ The fee charged each time a check is returned for insufficient funds when making a payment. These fees are not included in your PPA payment.
Late payment fee	Are you charged these fees?  ☐ Yes ☐ No	Are the include your repayment No	egular	If a payment is made more than [ ] days after due date, you will be charged \$[ ] OR late payments accrue interest at [ ]% annually. These fees are not included in your PPA payment.
Early termination fee	Are you charged these fees?	Is this include your repayme	ed in egular	If the Seller imposes an early termination fee or penalty, the amount of the fee/penalty will be calculated in the following way:  [ ]. This fee is not included in your PPA payment.

Your PPA payments will not constitute your total monthly payment amount for electric service from your utility. In addition to the PPA payments, you will still receive an electricity bill from your current electricity provider. Even with two bills, you can still see significant savings. Below is an estimate of savings over 25 years.

<sup>&</sup>lt;sup>2</sup> Some PV system Sellers will file a Uniform Commercial Code-1 filing statement, often referred to as a "fixture filing" or a "UCC-1 filing," which allows them to legally take possession of the system if you breach your PPA contract. A fixture filing can make it more complicated for you to refinance your mortgage or convey the value of the real estate equipped with the PV system.



## **Your Estimated 25-Year Savings**

The following estimates provide an indication of projected savings over the 25-year anticipated life of the PV system. The variation in savings is based on different assumptions of how much energy costs will increase over this time. These are represented as a range using Low, Average, and High energy escalation rates in the table below. Note that the average PV systems will produce energy for 25 years, although at decreasing efficiency over time. Total lifetime savings may vary depending on maintenance of the system and when the system is removed.

Current 2019 Average Residential Energy Rate used:	\$0.1248	Per Kilowatt Hour
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	Energy Escalation Rate	Total estimated 25-Year Savings to Customer from Solar Energy
Low Estimate	0.5%	\$
Average Estimate	1.7%	\$
High Estimate	2.5%	\$

• The formula used for determining **Total Savings** is calculated by subtracting *Total Costs and Fees over 25 years* from the *Projected Energy Value over 25 years*.

Projected 25-year Energy Value - Total Costs and Fees over 25 years = Total Savings \$

• The Savings Percent is based on dividing the *Projected Energy Value over 25 years* by the Total Savings over the same period.

= Total	Total Savings \$
years Savings %	Projected Energy Value over 25 years

**Total Costs and Fees** are calculated by multiplying estimated energy produced in kWh over the 25 years by your agreed rate, including any rate increases over time, then adding any additional, non-recurring fees. Financial penalties, late fees or returned check fees, are not included in the formula.

(Total kWh produced x Agreed kWh Rate) + Additional Non-recurring Fees = Total Cost

The **Projected Energy Value** is determined by multiplying the first year's projected energy output in kilowatt hours (kWh) by 25 years, then multiplying that by the projected cost of energy for each of 25 years. The cost of energy is escalated each year based on the energy escalation rates outlined above.

**kWh** = Projected energy in kWh produced over 25 years, each year decreasing by a predetermined rate



Rate =	Current average residential energy rate (\$0.1248), increasing at a pre-determined rate (this rate cannot be higher than the energy escalation rate)
Energy	
Escalation =	Projected percent increase in energy costs annually
	(kWh x Rate) x (1+Escalation) <sup>25</sup> = <b>25-Year Energy Value</b>
Installation	
	ginstalled is owned by []. The installation of the PV system typically begins [] ract is signed and typically takes [_] days to complete.
Your system include	s a warranty for [ ] years at <b>no additional cost</b> and is provided by [ ].
The PV system being	g installed will be $\square$ ROOF-MOUNTED or $\square$ GROUND-MOUNTED [].
System Assu	mptions and System Components
<ul><li>Estimated gro</li><li>kWh</li><li>Estimated an</li></ul>	n in kilowatts (kW): [ ] kW DC and [ ] kW AC. css annual electricity production in kilowatt-hours from your system in the first year: nual system production decrease (degradation): [ ] % of the system: [ ] years
The manufacturer or following three man  1  2  3	f the PV modules is [ROW 154]. OR Your modules will be provided by one of the ufacturers:
electricity that you o	Model [ ]
· · · · · · · · · · · · · · · · · · ·	er type of system guarantee (please specify)
Unauthorized modif	ication of the PV system, including the relocation of it, is prohibited.



## **System Operations, Maintenance, and Warranties**

your home. Routine maintenance must be included as part of your agreement at no extra cost. The system maintenance will be provided by [ ] for [ ] years.

Are repairs to your system that go beyond routine maintenance covered by your PPA contract? YES □ or NO [ ]. If so, [ ] is responsible for making repairs to your PV system for [ ] years.

Does the system include a warranty for improper installation? □ YES or □ NO. If so, the warranty lasts for [ ] years.

Does this agreement include a manufacturer's warranty for the PV modules? □ YES or □ NO □ [ROW 265]. If so, the warranty lasts for [ ] years.

Does this agreement include a manufacturer's warranty for the inverters? □ YES or □ NO. If so, the warranty lasts for [ ] years.

Does the system include a warranty against roof leaks caused by installation? □ YES or □ NO [ROW 281]. If so, the warranty lasts for [ ] years and is provided by [ ].

Will the Lessor insure for loss or damage to the system? □ YES or □ NO. If so, except under the following circumstances:

To ensure your system produces optimally, it will require routine maintenance, much like other parts of

It is important to understand that you may be responsible for obtaining insurance coverage for any loss or damage to the system that is not covered by the warranties listed above. Consult an insurance professional to understand how to protect yourself against the risk of loss or damage to the PV system. Unauthorized modification of your PV system, including the relocation of it, is prohibited under Illinois Solar for All.



## **End of Contract Term, Renewal, and System Removal**

At the end of the lease term, the Lessor must provide you with the following options:

- 1. Removal of the system at no cost to you. Will the Lessor return any portions of the system's site to its original condition upon the removal of the system (ordinary wear and tear excepted)?

  □ YES or □ NO
- 2. **Buy-out of the system.** What are the terms of the transfer of ownership?
- 3. **Renewal of the PPA.** What are the terms of the PPA renewal?

#### If You Move

If you move, the Lessor must allow you the option to transfer the system or buy the system outright. <u>The</u> transfer will be subject to the following conditions:

$\square$ YES or $\square$ NO: Credit check of the home purchaser(s)
$\square$ YES or $\square$ NO: Minimum FICO score requirement: (dependent upon customer's credit criteria at the time of system transfer)
☐ YES or ☐ NO: Transfer fee of \$[ ]
$\square$ YES or $\square$ NO: Assumption of the PPA agreement by the home purchaser(s)
☐ YES or ☐ NO: Other
☐ YES or ☐ NO: No requirement to transfer

The buy-out will be subject to the following conditions:

## **Complaints**

If you have complaints related to the system or this PPA process, first try to resolve the problem with your Installer or Approved Vender. If you can't agree with the company about how to solve the problem, you may contact the Illinois Solar for All Program Administrator by emailing <a href="mailto:info@IllinoisSFA.com">info@IllinoisSFA.com</a> or by calling 1-888-970-ISFA (4732). If you believe you have been subject to fraudulent or deceptive sales practices, the Consumer Protection Division of the Illinois Attorney General's office may be able to help. Customers may contact the Illinois Attorney General's office by calling one of the following hotlines:

Chicago 800-386-5438 TTY: 800-964-3013 Springfield 800-243-0618 TTY: 877-844-5461 Carbondale 800-243-0607 TTY: 877-675-9339



Spanish language support and information is available at 1-866-310-8398.

Visit the Illinois Solar for All website at <u>www.IllinoisSFA.com</u> for more information or call the toll-free number at **1-888-970-ISFA (4732)**.

Please Initial
The person or company presenting this Disclosure Form as provided me with a copy, either electronic or printed, of the Illinois Solar for All Distributed Generation Brochure, and I have had the opportunity to ask questions about it.
Signature
*By signing this form you certify that you received and read this form.
PRINTED NAME:
SIGNED:
DATF.