ILLINOIS POWER AGENCY
CONSUMER PROTECTION PROPOSALS FOR PUBLIC COMMENT

December 2, 2022

The Illinois Power Agency is seeking public comment on several proposals to update consumer protection documents for both Illinois Shines (Adjustable Block Program) and Illinois Solar for All. The Agency proposes to streamline the Disclosure Forms, create new consumer protection requirements, and clarify existing requirements.

Several of these topics were discussed at the October, November, and December meetings of the expanded Consumer Protection Working Group, and the Agency appreciates the initial feedback and thoughts shared in that forum.

After receiving and incorporating public comment, the Agency intends to finalize these documents for the 2023 Program Year beginning June 1, 2023. The Agency intends to provide final copies of the Consumer Protection Handbook and the Contract Requirements at least 45 days before June 1. The proposed new streamlined Disclosure Forms will take extensive time and resources to develop, and the Agency plans to launch the new Disclosure Forms in the program portals on June 1. Due to this development timeline, the comments on the Disclosure Form will be due earlier than comments on the other proposals contained within this request for feedback. Additionally, the Program Administrators will each hold a webinar to demonstrate how to generate the Disclosure Forms before the new forms are launched in the portals.

Stakeholders may comment on as many or as few of the proposals outlined within this document as they would like. Stakeholders should also not feel limited by the questions offered below and may provide comments on these proposals beyond the scope of these specific questions.

Comments on Proposal #1 (Disclosure Forms) are due: December 30, 2022

Comments on Proposals #2 – 13 are due: January 27, 2023

Comments should be submitted to ipa.contactus@illinois.gov with the subject line "[*Responding Entity Name*] – Response to Consumer Protection Proposals."

Disclosure Forms

PROPOSAL #1	**Updated and Streamlined Disclosure Forms**
BACKGROUND	A key consumer protection requirement in both the Illinois Shines and Illinois Solar for All programs is the standard Disclosure Form. Since the beginning of these programs, it has been a requirement that each customer receive and sign a standard Disclosure Form before signing their installation (for distributed generation) or subscription (for community solar) contract. The Disclosure Form provides clear, consistent information to the customer about the Program, the specific offer, and consumer rights. The standardized format allows customers to use the Disclosure Form to compare multiple offers in an apples-to-apples manner. The 2022 Long-Term Plan explains that the Agency intends to update and streamline the Disclosure Forms: "The Agency has received feedback that the Disclosure Forms for both the ABP and ILSFA should be streamlined and shortened. As part of this 2022 Plan, the Agency is submitting updated and revised Disclosure Forms for ABP and ILSFA, and for both distributed generation projects and community solar subscriptions. The forms are designed to be shorter, to focus on the key information while flagging other issues of which the customer should be aware, and to increase consistency in Disclosure Form design and content across all offers. Additional details on the new proposed forms are discussed below. The Agency is open to further modifications to these Disclosure Forms through a stakeholder process, which it plans to commence in the fall of 2022; however, the Agency felt it was important to provide new, redesigned documents as a starting place for further adjustments." (p.316) This was an agenda topic at the October 7, 2022, Consumer Protection Working Group, and the Disclosure Forms were also presented and discussed in the December 2, 2022, Consumer Protection Working Group.
DESCRIPTION OF PROPOSAL	The Agency filed example streamlined Disclosure Forms with the 2022 Long-Term Plan. The Agency proposes to adopt these streamlined Disclosure Forms, with a few additional modifications. One proposed modification is an additional disclosure section that will only generate on Disclosure Forms for community solar offers when the customer is required to provide agency authorization for the community solar provider to take over management of the customer's utility account. The model where community solar providers take over management of a customer's utility account creates significant consumer protection concerns and is often confusing to customers. The generation of an additional disclosure section for these offers would help educate customers about the offer and its possible implications. Other modifications (from the versions of the Disclosure Forms filed with the 2022 Long-Term Plan) include changes to the saving estimates section on the Illinois Shines community solar Disclosure Form and changes to the language and presentation of information regarding the Smart Inverter (DG) Rebate for both the Illinois Shines and Illinois Solar for All.
REDLINE EDITS	The original proposed Disclosure Forms found in Appendix I-2 to the 2022 Long-Term Plan have been updated and a new complete set of Disclosure Forms can be found in **Exhibit 1** to this request for stakeholder feedback.

	There are 4 baseline Disclosure Form templates for each program: • Distributed Generation purchase (where the customer outright purchases and owns a system on their property) • Distributed Generation lease (where the customer leases a project that is sited on the customer's property) • Distributed Generation power purchase agreement (PPA) (where the customer purchases the electricity generated from a project on the customer's property) • Community Solar (where the customer subscribers to an offsite community solar project). **Exhibit 1** includes multiple versions of some of these baseline templates in order to demonstrate how various dynamic elements would be presented. For example, if a distributed generation customer elects to take the Smart Inverter (DG) rebate, information about the rebate will appear on the Disclosure Form (but this information would not appear if the customer does not take the Smart Inverter rebate).

QUESTIONS FOR FEEDBACK	• The Agency is specifically looking for feedback on the savings estimate portion of the Disclosure Forms.
	  ○ Is the level of savings the customer can expect clear?
	  ○ Is there sufficient explanation of how savings estimates are calculated?
	  ○ Should there be information on the Disclosure Forms (for distributed generation and/or community solar) about bill credits being re-set / zeroed out annually and a recommendation on whether customers should select spring or fall for reset of the annual period?
	• Are the forms clear and concise?
	• Do the forms provide sufficient disclosure on all information a customer needs to make an informed decision?
	• Are the disclosure sections about the Smart Inverter (DG) Rebate clear and accurate?
	• Is the information about collateral payments and potential refunds of that money clear and reflective of the business models being used?
	• Is there any important or necessary information missing from the forms?
	• Are the different versions of the forms distinct enough for each agreement/financing type that the forms are created for?

Consumer Protection Handbook – Designee Management Topics

PROPOSAL #2	**Requirements for Designee Management Plans**
BACKGROUND	In both the Illinois Shines and Illinois Solar for All programs, Approved Vendors are responsible for the activities of their Designees. The Consumer Protection Handbook provides: "Approved Vendors are responsible for ensuring that its Designees and other individuals and entities acting on its behalf comply with this Handbook. Approved Vendors must actively supervise its Designees and any individual or entity acting on its behalf, including but not limited to, communicating program requirements and updates to their Designees, ensuring adequate training of sales representatives, and reviewing marketing materials and practices. Approved Vendors and Designees may be disciplined for the failure of any of these entities to follow the Consumer Protection Handbook through suspension of eligibility to receive or otherwise benefit from program-administered REC delivery contracts." (p.1)

	The IPA's 2022 Long-Term Renewable Resources Procurement Plan explains that in the Agency's experience, many customer complaints arise from Designee conduct that the Designee's Approved Vendor is unaware of. The Agency sought stakeholder feedback on whether Designees should be required to apply to participate in the Programs, similar to the process for Approved Vendors (rather than simply register). Stakeholder feedback indicated that the proposal was not supported and that it might create barriers for new and emerging businesses. Therefore, the IPA instead decided to implement a new requirement to better ensure that Approved Vendors are appropriately managing their Designees: "Approved Vendors that utilize Designees [will be required to] develop plans and processes for the vetting, management, and training of their Designees . . . Approved Vendors will be required to submit these plans and process to the Agency and/or Program Administrators upon request and may be subject to disciplinary action for the failure to develop and implement internal policies and procedures for the management of Designees." (2022 Long-Term Plan at p. 295) This was a discussion topic at the October 7, 2022, Consumer Protection Working Group.
DESCRIPTION OF PROPOSAL	The Agency proposes to set out a list of "elements" that each Approved Vendor's Designee Management Plan must include. For example, if a required element is 'a process and criteria for vetting new Designees,' in order to determine compliance with Program requirements, the Agency or Program Administrators would look at whether the plan includes a process and criteria for vetting new Designees. The Agency is not proposing at this time that the Agency or Program Administrators would evaluate Designee Management Plans on the substance of each element—that is, they would not judge a plan based on precisely *what* process and criteria are actually set out. However, in considering whether an Approved Vendor should be held responsible or disciplined for Program violations by its Designees, the Agency and Program Administrators may consider how robust and comprehensive the Approved Vendor's Designee Management Plan is. That is, if an Approved Vendor creates a thorough, detailed, and reasonable Designee Management Plan, it is less likely that the Program Administrator would discipline the Approved Vendor for actions of its Designee(s).
REDLINE EDITS	Section X of the Consumer Protection Handbook would be expanded to be titled: "Consumer Complaints, Designee Management, and Disciplinary Determinations and Process" The following language would be added in a new subsection of Section X: Designee Management As explained in the Introduction, Approved Vendors are responsible for managing and actively supervising their Designees (including nested Designees) and ensuring compliance with all Program requirements. Every Approved Vendor is required to have and follow a Designee Management Plan that includes the following elements as of September 1, 2023: • A process and criteria for vetting new Designees; • A plan for onboarding and setting expectations for new Designees; • A process and criteria for reviewing Designee marketing materials, scripts, and channels; • A process and criteria for reviewing Designee enrollment processes (including generation and signing of Disclosure Forms and execution of contracts);

	• A process for ensuring adequate training of Designee employees and agents (including training on Program requirements and updates); • A plan for regular communications and/or check-ins between the Approved Vendor and Designees; • A process and guidelines for when Designees need to update the Approved Vendor on material changes in the Designee's marketing materials or channels, enrollment processes, or other business practices; • [For Approved Vendors that offer distributed generation projects] Requirements to ensure Designees submit project application materials to the Approved Vendor in a timely manner; • A process for Designees to report customer complaints to the Approved Vendor; and • A plan for responding to Designees' violations of Program requirements or the management plan; Failure to have and follow a Designee Management Plan that includes these elements on or after September 1, 2023, will be considered a violation of Program requirements. Approved Vendors must submit their Designee Management Plan to the Program Administrator or Agency upon request.
QUESTIONS FOR FEEDBACK	• Is this the right scope and set of options to be included in a Designee Management Plan? • Are there additional elements that should be required in a Designee Management Plan? • Do Approved Vendors or Designees anticipate hurdles to including and/or implementing any of the proposed elements above?

PROPOSAL #3	**Clarification about Approved Vendor Responsibility for Designees that Market "TBD" Community Solar Offers**
BACKGROUND	Many Designees that market and enroll customers in community solar use the "TBD" model—that is, having a customer sign up for community solar without knowing at the time of enrollment which community solar project the customer will ultimately be subscribed to. The Designee uses a "To be Determined" Disclosure Form, which discloses that the Designee does not yet know which specific community solar project the customer will be enrolled with. Since many Designees work with more than one Approved Vendor, the "TBD" Disclosure Form also does not indicate a specific Approved Vendor. (Once the customer is assigned to a specific project, information about that project must be provided to the customer). Approved Vendors are responsible for ensuring that their Designees comply with all Program requirements. The above-described "TBD" model creates the situation where a Designee may be marketing to and enrolling customers without a *single specific* Approved Vendor being "responsible" for that Designee's behavior. The Agency wishes to clarify when an Approved Vendor is responsible for its Designees' "TBD" marketing.
DESCRIPTION OF PROPOSAL	The Agency proposes to clarify Approved Vendors' responsibility for Designees that offer "TBD" community solar offers. Specifically, if an Approved Vendor allows one of their Designees to market and enroll subscribers with "TBD" Disclosure Forms, and those (actual or potential) customers *could* ultimately be assigned to a project that the Approved Vendor is responsible for, the Approved Vendor can be considered responsible for the Designee's marketing and enrollment conduct, up to the point in time at which the customer is subscribed to a different Approved Vendor's project. This prevents a "loophole" where a Designee offering "TBD"

	community solar subscriptions would not have any Approved Vendor ultimately responsible for the Designee's conduct. To provide an example: Approved Vendor A and Approved Vendor B both employ Designee D to enroll customers using the TBD model. Both Approved Vendor A and Approved Vendor B may be held responsible for Designee D's conduct in the Program using the TBD model up to the point where the customer is subscribed to a specific community solar project. At that point, going forward, the Approved Vendor for the project to which the customer is subscribed becomes the sole Approved Vendor responsible for the Designee's conduct with respect to that customer. If Designee D misrepresents the Program and makes misleading statements to a potential customer, and that customer does not enroll, but instead submits a complaint to the Program, both Approved Vendor A and Approved Vendor B could be considered responsible for Designee D's conduct with respect to that customer. If Designee D misrepresents the Program to a customer and has the customer sign a TBD Disclosure Form, and several weeks later subscribes the customer to Approved Vendor A's community solar project, both Approved Vendor A and B are responsible for Designee D's conduct prior to the point when the customer is subscribed to the project. Approved Vendor A remains responsible for Designee D's ongoing conduct.
REDLINE EDITS	The following language would be added to the proposed new subsection of Section X titled "Designee Management": An Approved Vendor has responsibility for managing and supervising a Designee that markets and enrolls customers using a business model where the specific community solar project and Approved Vendor is not determined at the time of the customer's enrollment. In this situation, any Approved Vendor to whom the prospective customer might ultimately be assigned is responsible for any marketing, enrollment, and other Designee activities that occur prior to the assignment of the customer to another Approved Vendor's project. The Approved Vendor to whom the customer is ultimately assigned continues to have responsibility for the Designee's ongoing activities.
QUESTIONS FOR FEEDBACK	• Does this clearly outline who is responsible for the Designee's conduct and when? • Are there any possible unintended consequences of this clarification?

Consumer Protection Handbook – Illinois Solar for All Topics

PROPOSAL #4	**Restrictions on Marketing ARES Products in Conjunction with ILSFA Offers**
BACKGROUND	The Agency is aware that some entities that market community solar offers may also market Alternative Retail Electric Supplier (ARES) offers. Section VIII of the Consumer Protection Handbook addresses interactions between ABP, ILSFA, and ARES offers. Specifically: • "No Distributed Generation offers (under ABP or ILSFA) shall require the customer to sign up for service from any specific Alternative Retail Electric Supplier." • "Community solar offers under the ABP or ILSFA may require a customer to receive electric service from a specific, designated supplier if the requirement does not violate 220 ILCS 5/16-115E(a) (which restricts ARES from enrolling customers who received financial assistance in the previous 12 months from the Low Income Home Energy Assistance Program or who participate in the Percentage of Income Payment Plan)."

	The Agency has concerns that marketing campaigns that offer ARES products in conjunction with solar offers may not clearly explain that switching to an ARES is not a requirement for any Distributed Generation offer. The Agency is also concerned that campaigns may market ARES offers to customers who cannot enroll in an ARES offer under 220 ILCS 5/16-115E(a) (which creates restrictions on ARES enrolling customers who received financial assistance in the previous 12 months from the Low Income Home Energy Assistance Program or who participate in the Percentage of Income Payment Plan). Marketing ILSFA offers with ARES offers can create the perception that signing up with the ARES is a requirement to access the financial benefits of ILSFA offers.
DESCRIPTION OF PROPOSAL	The Agency proposes: • A prohibition on marketing ARES offers in conjunction with ILSFA distributed generation offers to residential customers; • For Approved Vendors or Designees that offer or market ARES offers in conjunction with community solar subscriptions, a prohibition on knowingly offering or marketing the ARES product to customers who cannot be enrolled with an ARES under 220 ILCS 5/16-115E(a); and • A requirement that Approved Vendors or Designees in ILSFA that also offer or market ARES products (such as an ILSFA Approved Vendor that is also an ARES) must sign an attestation stating their understanding of these prohibitions and an agreement to comply.
REDLINE EDITS	The following language would be added to Section VIII of the Consumer Protection Handbook: No Distributed Generation offers (under ABP or ILSFA) shall require the customer to sign up for service from any specific Alternative Retail Electric Supplier. In the ILSFA program, Approved Vendors and Designees may not market a retail electric supply offer to residential customers in the same in-person interaction, or in the same marketing communication, as a Distributed Generation offer. . . . . Community solar offers under the ABP or ILSFA may require a customer to receive electric service from a specific, designated supplier if the requirement does not violate 220 ILCS 5/16-115E(a) (which restricts ARES from enrolling customers who received financial assistance in the previous 12 months from the Low Income Home Energy Assistance Program or who participate in the Percentage of Income Payment Plan). In this case, the applicable fields in the Disclosure Form must be completed in full. In disclosing the specific method and formula used to determine the energy supply rate over all the years of the community solar contract, general statements about the basis for supply rate changes, such as general references to changes in market conditions, will not be deemed sufficient disclosure of the method and formula used to determine the energy supply rate. In ILSFA, no Approved Vendor or Designee may market or offer a retail electric supply product to a specific individual that the Approved Vendor or Designee knows would be unable to sign up for the retail electric supply offer under 220 ILCS 5/16-115E(a). Any ILSFA Approved Vendor or Designee that also markets or offers retail electric supply products must sign an attestation acknowledging understanding of, and agreement to comply with, Program restrictions related to retail electric supply offers. See **Exhibit 2** for proposed attestation.

QUESTIONS FOR FEEDBACK	• Are these requirements sufficiently clear? • Would there be any unintended consequences of these requirements?

PROPOSAL #5	**Exception to Allow ILSFA Approved Vendors to Use the ILSFA Logo with Approval of the Program Administrator**
BACKGROUND	The Consumer Protection Handbook currently prohibits the use of the ILSFA Program logo except to the extent that the logo is included in materials created by the IPA, such as the Informational Brochure and Standard Disclosure Forms. However, the ILSFA Program Administrator has granted exceptions to this prohibition to allow ILSFA Approved Vendors to use the ILSFA logo on marketing materials approved by the Program Administrator. The use of the ILSFA logo helps indicate to the customer that these offers are legitimate.
DESCRIPTION OF PROPOSAL	The IPA is proposing to memorialize, for clarity and transparency, that ILSFA Approved Vendors may use the ILSFA logo on materials with prior express approval by the ILSFA Program Administrator.
REDLINE EDITS	The language in Section I.D.3 would be modified as shown below: An Approved Vendor or Designee shall not use the logo of the Illinois Commerce Commission ("ICC"), the Illinois Power Agency ("IPA"), the Program Administrator, the State of Illinois, ~~the ILSFA Program,~~ the Illinois Shines Program, or the ABP in any manner except to the extent these logos are included in materials created by the IPA, including the Informational Brochures and the Standard Disclosure Forms. The ILSFA Program logo may only be used by ILSFA Approved Vendors and Designees with approval in advance from the ILSFA Program Administrator.
QUESTIONS FOR FEEDBACK	• Are there any concerns with this modification?

Consumer Protection Handbook – Community Solar Topics

PROPOSAL #6	**Community Solar Billing Issues – Notification and Payment Plan**
BACKGROUND	The Agency is aware that community solar providers are sometimes unable to receive timely information from utility portals regarding the amount of subscribers' bill credits. Accordingly, community solar providers sometimes bill subscribers for multiple months at one time. This can create customer confusion and may cause economic hardship for some customers.
DESCRIPTION OF PROPOSAL	The Agency is proposing to create 2 new requirements to ensure customers have adequate notice and an opportunity to pay off multiple-month bills over a longer period of time. These requirements would only apply if the community solar provider does *not* use utility billing for community solar subscriptions. First, a community solar provider would be required to notify the customer each month that the community solar bill is going to be delayed by more than 15 days. Second, if a community solar provider bills for 3 or more months at once, it must provide customers with the option of signing up for a payment plan (with no accumulating interest for the delayed payments). The Agency is also considering adding text in the community solar informational brochure about the possibility of billing not occurring on the regular schedule and the availability of payment plans.

REDLINE EDITS	The following language would be added in Section VI of the Consumer Protection Handbook: For community solar subscriptions with regular (e.g., monthly) bills, where the customer receives a bill from the community solar provider (i.e., does not pay for the subscription on their utility bill), the following requirements apply if there are disruptions in the normal timing of bills. • If a community solar subscription bill is going to be provided to the subscriber more than 15 days later than the normal bill statement date, the community solar provider must provider notice to the subscriber, using the same method of delivery (e.g., email, US mail, etc.) as the customer's bills, that: ○ Explains that the bill is delayed; ○ States whether the customer may be billed for multiple months at one time; ○ Provides any additional available information about the timing of the bill; ○ States that if the customer is billed for 3 or more months at one time (or within a single 30-day period), the customer may contact the community solar provider to enroll in a payment plan; and ○ Provides contact information for customers to request a payment plan. • If a community solar provider is unable to bill for multiple months, it must provide the above notice for each month where the bill will be provided more than 15 days later than the normal bill statement date. • If a community solar provider bills a customer for 3 or more months at one time (or within a single 30-day period), the community solar provider must provider the customer with the opportunity to enroll in a bill payment plan. The bill payment plan must allow the customer to the spread the bill payments over at least the same number of months as are being billed at one time (or within a single 30-day period). For example, if a customer is billed for 3 months at once, they must be provided with the opportunity to spread the payment over 3 months. The community solar provider shall not charge interest for subscription fees that are delayed due to enrollment in a payment plan. Also note that an additional restriction on billing for previous months for ILSFA community solar projects is provided in Section XI.B.
QUESTIONS FOR FEEDBACK	• Are the proposed requirements easy to understand? Does anything need to be clarified or elaborated upon? • Are there any practical or operational difficulties that these requirements would create? • Are there any alternative approaches that might be considered to achieve the same ends?

PROPOSAL #7	**Adjusted Disclosure Form Execution Process for Community Solar for Large Commercial and Industrial Customers**
BACKGROUND	The Agency is aware that strict compliance with the requirement that a customer signs a completed Disclosure Form for each community solar subscription prior to execution of the contract may be challenging and not fit well with how some large business contracts are negotiated. The Agency has heard that when a community solar provider is contracting with large commercial and industrial customers who have many electricity accounts, the parties often enter into an initial contract for the total subscription size, and only later divide that total subscription size up between the customer's multiple individual electricity accounts. Consumer protection concerns are less acute in this context, and the Agency has granted limited exceptions in this circumstance to modify the Disclosure Form and contract execution

	process. The Agency proposes to formalize this exception so that it is transparently available to all community solar providers in this context.
DESCRIPTION OF PROPOSAL	The Agency proposes to allow the following limited modification to Program requirements: if a community solar provider contracts with a large commercial and industrial customer for community solar services that would encompass multiple electricity accounts held by the same customer, the customer may execute a single Disclosure Form prior to the execution of the overarching subscription agreement. The Disclosure Form may list a placeholder estimate of the total aggregated subscription size, rather than listing out the subscription size for each individual subscription, provided that the community solar provider explains to the customer that the listed size is a placeholder estimate. After the contract is finalized and the parties determine the subscription size for individual electricity accounts, the customer must sign a fully complete and accurate Disclosure Form for each community solar subscription (that is, for each individual electricity account to which community solar bill credits will be applied). There is a signature "bundling" option for non-residential accounts (which allows a customer to sign once, and have that signature applied to multiple disclosure forms) in Illinois Shines that may also be applicable in these situations. The signature bundling option is currently set out in a FAQ, but the Agency intends to incorporate it in the next Program Guidebook.
REDLINE EDITS	The following language would be added to Section V.A of the Consumer Protection Handbook: A limited modification to the above steps 1-4 may be used when a community solar provider contracts with customers whose supply has been declared competitive pursuant to Section 16-113 of the Public Utilities Act as of July 1, 2011 (generally large commercial and industrial customers) for community solar services that would encompass multiple electricity accounts held by the same customer. In these circumstances, the customer may execute a single Disclosure Form prior to the execution of the overarching subscription agreement. The Disclosure Form may list a placeholder estimate of the total aggregated subscription size, rather than listing out the subscription size for each individual subscription, provided that the community solar provider explains to the customer that the listed size is a placeholder estimate. After the contract is finalized and the parties determine the subscription size for individual electricity accounts, the customer must sign a fully complete and accurate Disclosure Form for each community solar subscription (that is, for each individual electricity account to which community solar bill credits will be applied). Signature "bundling," as described in the Program Guidebook, may be available.
QUESTIONS FOR FEEDBACK	• Does this proposal resolve an existing barrier in participation in the Programs? • Is the scope of this exception clear?

Consumer Protection Handbook –Distributed Generation Topic

PROPOSAL #8	**Clarification on Restrictions for Offering Distributed Generation Projects that Cannot Take Advantage of Net Metering Crediting under the Public Utilities Act**
BACKGROUND	The Consumer Protection Handbook, and the prior Marketing Guidelines, prohibit the offering of distributed generation projects that cannot take advantage of net metering. The Agency created this restriction because of concerns that Approved Vendors and Designees would offer distributed generation projects that cannot take advantage of full net metering crediting under Section 16-107.5 of the Public Utilities Act (which sets out net metering requirements for the ComEd and Ameren service territories) without the customer understanding that net metering may not be available, and the financial implications of this. For example, municipal electric utilities and rural electric utilities often do not offer the same or similar net meter crediting as

	is provided under law in the ComEd and Ameren territories. The Agency recognizes that some customers may, with full understanding of the net metering issue, still wish to move forward with a Distributed Generation solar project that cannot take advantage of full net metering crediting under Section 16-107.5 of the Public Utilities Act. The Agency announced a waiver process on September 16, 2022, which allows for Approved Vendors and Designees to offer solar projects that cannot net meter as long as the customer signs a customer acknowledgement form prior to the contract. The Agency subsequently received questions about what crediting regimes count as net metering for the purpose of this waiver process, and when the customer acknowledgement form must be used. The Agency provided further clarification on November 11, 2022.
DESCRIPTION OF PROPOSAL	The Agency proposes to reframe and clarify the Consumer Protection Handbook's discussion on this topic. First, the Handbook will remove the blanket prohibition on offering distributed generation projects that cannot net meter and replace it with a description of what requirements must be met *if* an Approved Vendor or Designee markets distributed generation projects that are not eligible for net metering. Second, the Handbook will explain that these requirements apply if the distributed generation project cannot take advantage of a net meter crediting regime substantially comparable to that set out in Section 16-107.5 of the Public Utilities Act, along with additional clarification about when the requirements apply.
REDLINE EDITS	The language in Section VI of the Consumer Protection Handbook would be modified as shown below: ~~Approved Vendors and Designees shall not make offers if any of the following applies under the applicable utility's or electric cooperative's rule or bylaws, or based on local government restrictions:~~ ~~• The system cannot be interconnected~~ ~~• The customer of the system could not utilize net metering, community solar bill crediting, or a comparable crediting system~~ Approved Vendors and Designees may not offer solar projects that cannot be interconnected. Project interconnection is a strict Program requirement set out in Illinois law. Approved Vendors and Designees may offer a distributed generation project that is not eligible for net meter crediting under Section 16-107.5 of the Public Utilities Act because it is not located in the ComEd, Ameren, or MidAmerican territories. However, if the project is not eligible to receive net metering credits that are substantially comparable to the credits that the customer would receive if they were located in the ComEd, Ameren, or MidAmerican territories, the Approved Vendor or Designee must follow the below steps: • The Approved Vendor or Designee must ensure that the customer understands that the net meter crediting benefits available in the ComEd, Ameren, and MidAmerican service territories are not available for their project because of its location, and that the customer understands any crediting system for which their project is eligible; • The customer must sign the Net Metering Unavailability Customer Acknowledgment Form before signing the installation contract; and • The Approved Vendor or Designee must submit the completed customer acknowledgment form to admin@illinoisabp.com prior to submission of the Part I application. The customer acknowledgment form is available on the Illinois Shines website.

	The below crediting approaches are *not* considered to be comparable to net metering as set out in Section 16-107.5, and therefore the Net Metering Unavailability Customer Acknowledgment Form *is required* in the following circumstances. This is not a complete list of circumstances when the Form would be required. • For eligible customers whose electric service has not been declared competitive pursuant to Section 16-113 of the Public Utilities Act as of July 1, 2011 (generally residential and small commercial customers), if the customer would receive credits for net exported electricity at a rate that is not comparable to, and is less than, the customer's electricity supply rate. • The project would only be eligible for net billing, where the customer pays for gross electricity usage and that charge is netted against credits for electricity that the project sends to the grid, if/when those credits are not comparable to, and are less than, the net metering crediting rate that a customer would receive if they were located in the ComEd, Ameren, or MidAmerican territories (pursuant to Section 16-107.5 of the Public Utilities Act). If an Approved Vendor or Designee has questions about whether a specific crediting approach would require the Customer Acknowledgment Form, they may reach out to the Program Administrator for additional guidance.
QUESTIONS FOR FEEDBACK	• Are the requirements clear? • Does this process sufficiently address the concern of disclosure to customers that cannot take advantage of utility net metering offers? • Are there any other considerations or disclosures that are needed for customers receiving comparable crediting approaches?

Consumer Protection Handbook – Other Topics

PROPOSAL #9	**Program Violation Response Matrix**
BACKGROUND	Section 9.3.3 of the 2022 Long-Term Renewable Resources Procurement Plan outlines the Agency's intent to provide more clarity and process around responses to consumer protection issues, for both Illinois Shines and Illinois Solar for All: "The Agency plans to develop additional guidelines to ensure that, as the Programs continue to expand and address a growing number of complaints, disciplinary responses continue to be carried out in a fair and consistent manner. Using a transparent stakeholder feedback process, the Agency plans to develop a matrix laying out the types of consumer protection issues and program violations that have arisen or may arise and progressive disciplinary responses, including the process provided to the alleged offender and whether an appeal is available."
DESCRIPTION OF PROPOSAL	A draft Program Violation Response Matrix developed by the IPA and the Program Administrators for stakeholder feedback is provided in **Exhibit 3.** The proposed draft Matrix includes: • Increased formalization and tracking of "non-disciplinary" corrective actions and compliance plans; • Elimination of "probation" as a Program response to consumer protection violations; • Publication of a summary of warning letters on Program websites; and

	• A list of factors that will be considered in determining the appropriate response to a Program violation. The Matrix was discussed in the November 4, 2022, Consumer Protection Working Group.
REDLINE EDITS	See **Exhibit 3** for the draft Program Violation Response Matrix, which would be included in Section X of the Consumer Protection Handbook. Additional modifications consistent with the content of the Matrix would be made to the Consumer Protection Handbook, including the below modifications: **Modifications in Section X.B:** **B. ~~Disciplinary~~ Process for Consumer Protection Violations and Potential Violations** If the Program Administrator believes an Approved Vendor, Designee, or other entity is not acting, or has not acted, in compliance with Program requirements in connection with the Program, the Program Administrator will send the entity a Notice of Potential Violation that~~notify the entity in an e-mail that~~: • Identifies the problematic behavior • Explains how the behavior is or may be non-compliant with P~~p~~rogram requirements • Requests more information about the issue • Includes information on possible penalties • For Designees, is copied to the Designee's Approved Vendor(s) With the limited exception of emergency situations requiring immediate action (as determined at the discretion of the IPA), the Program Administrator will allow a reasonable time for the entity to respond before determining what response to take. ~~no formal disciplinary determination (such as the suspension or revocation of the ability to participate as or on behalf of an Approved Vendor) will be made by the Program Administrator without first providing the allegedly offending party the opportunity to offer a written or oral explanation of the problematic behavior.~~ The Program Administrator ~~reserves the right to~~ may contact an Approved Vendor's or Designee's customers to understand the breadth of a disciplinary issue. If an Approved Vendors or Designee is not responsive to the Program Administrator during ~~a compliant~~ the investigation of a complaint or potential Program violation, or responds unsatisfactorily~~to the Program Administrator during the investigation of a complaint, that~~the Program Administrator may limit the Approved Vendor or Designee's access to portal functions, including the ability to generate Disclosure Forms or submit Part I applications. ~~entity's portal access may be shut off and the entity will be prohibited from generating Disclosure Forms or submitting Part I applications.~~ Restricted portal access may be lifted once the entity begins responding in a satisfactory manner ~~or once the investigation concludes, whichever comes first~~. If the Program Administrator determines that the Approved Vendor or Designee has violated a Program requirement, the Program Administrator will select the appropriate

response from the Program Violation Response Matrix, based on the specific circumstances and facts.

All formal warning letters will include the following, and for a Designee, will be copied to the Designee's Approved Vendor(s):

- A brief explanation of the infractions for which the entity is being warned;
- A timeline of communications between the offending entity and the Program Administrator;
- Reference to which specific Program requirement(s) the entity violated;
- An explanation regarding how the Approved Vendor and/or Designee can appeal the formal warning to the IPA and the deadline for an appeal.

All formal disciplinary actions~~determinations~~ (suspensions or revocation of Approved Vendor / Designee status) taken~~made~~ by the Program Administrator will be communicated through a written explanation of the determination that includes the following and, for a Designee, will be copied to the Designee's Approved Vendor(s):

- A brief explanation of the infractions for which the entity is being disciplined~~.~~;
- A timeline of communications between the offending entity and the Program Administrator~~.~~;
- ~~Specific r~~Reference to which specific Program requirement(s)~~/guideline(s)~~ the ~~offending~~ entity violated~~.~~;
- An explanation of any disciplinary action, including what specific conduct is no longer permitted in connection with the Program through the length of the suspension~~.~~; and
- An explanation regarding how the Approved Vendor and/or Designee can appeal the disciplinary determination to the IPA ~~(if applicable)~~ and the deadline for ~~submission applicable to~~ an~~y~~ appeal.

An Approved Vendor or Designee may appeal a decision or action of the Program Administrator. To appeal to the IPA, an Approved Vendor or Designee should submit a document to the IPA at IPA.Solar@illinois.gov on company letterhead that requests review of the Program Administrator's determination, explains why it believes the determination is in error, and providing any supporting information, documents, or communications. An appealing Approved Vendor or Designee may submit a request to the Agency for a stay of an~~ny disciplinary~~ action or decision pending a resolution of its appeal. The Agency may grant or deny this request and will consider, among other factors, the likelihood of customer harm from such a stay, whether the conduct that resulted in the suspension is ongoing, and the likelihood that the appealing entity may prevail. As part of its appeal, an Approved Vendor or Designee may also suggest alternative resolutions or means to address violations (other than the ~~disciplinary~~ action that is being appealed).

The IPA may request additional information and materials from the Approved Vendor or Designee, and/or have a discussion with the Approved Vendor or Designee to learn more about the basis for the Approved Vendor's or Designee's position. The IPA will endeavor to issue final determinations on responses to Program violations~~discipline~~, including supporting rationale for its decision, as soon as practicable after the receipt of an appeal and review of relevant information.

If an Approved Vendor or Designee receives a formal warning letter, is suspended, or has their Approved Vendor or Designee status revoked, this fact, along with a summary of the Program violations, will be published on the website(s) for the Program(s) in which the Approved Vendor or Designee participates. ~~Disciplinary actions will be listed~~

~~on a publicly available webpage. For the ABP, the information is provided in the Disciplinary Actions Report and for ILSFA, will be available on the Consumer Protections webpage.~~

Modifications in Section X.C:

C. Consequences for Violations of Program Requirements

The Agency and Program Administrator may implement consequences for violations of program requirements. In addition, Approved Vendors or Designees that violate local, state, or federal law may face civil or criminal penalties from other relevant authorities.

The Program Violation Response Matrix ("Matrix"), shown below, lays out the various responses that the Program Administrator may take in response to customer complaints and potential and actual Program violations. The Matrix includes information on when each type of response is used, the process provided, communications around the action, publication, and appeals. The Matrix also includes a non-exhaustive list of factors that the Program Administrator may consider when determining what response is appropriate.

~~For minor instances of noncompliance with program requirements, which might include typographical errors on documents, the Program Administrator may offer the Approved Vendor or Designee an opportunity to cure the mistake. Upon the Program Administrator's determination that an Approved Vendor or Designee has violated consumer protection or other program requirements in a material way, the Program Administrator may:~~

- ~~Suspend the entity from participating in the Program as an Approved Vendor or Designee, either temporarily or permanently;~~
- ~~Put the entity on formal probation status;~~
- ~~Limit the extent of the Approved Vendor's or Designee's participation in the Program;~~
- ~~Prohibit the Approved Vendor or Designee from serving as an Approved Vendor or Designee for DG systems less than 25 kW in size; and/or~~
- ~~Implement other restrictions on Program participation~~

~~The Program Administrator may subject an Approved Vendor or Designee to conditional approval, or may deny, suspend, or revoke Approved Vendor or Designee status, based on a pattern of negative customer experiences or ongoing misrepresentations to customers, violations of contractual obligations to customers (whether in Illinois or other jurisdictions) or violations of Program requirements.~~

If an Approved Vendor~~s and~~ or Designee~~s~~ is suspended or has their Approved Vendor or Designee status revoked in ~~barred, suspended, revoked or otherwise limited in their participation with~~ the Adjustable Block Program, the Approved Vendor will immediately be ~~barred,~~ suspended~~,~~ or have their status revoked ~~or otherwise limited in their participation~~ in the Illinois Solar for All Program, and vice versa.

The Program Administrator and/or the IPA may refer any instances of potentially misleading or deceptive marketing, or other violations of Program requirements that implicate the jurisdiction or interests of other entities, to entities including the Office of the Illinois Attorney General, the Illinois Commerce Commission, consumer protection groups, local authorities, and/or others.

QUESTIONS FOR FEEDBACK	• Is this the right level of notice for each type of response? • Is the process proposed for each type of response sufficient? • Are there other disciplinary actions that should be considered that are not covered in the Matrix? • Please provide any other comments or suggested edits on the Matrix that may not fall squarely within the above questions.

PROPOSAL #10	**Requirement to Provide a Copy of Executed Disclosure Form and Contracts to Customer**
BACKGROUND	The Program specifically requires that Approved Vendors and Designees have a new customer sign a Disclosure Form before signing the installation or subscription contract (see Consumer Protection Handbook, Section V). Section IX of the Consumer Protection Handbook also requires that "[u]pon the customer's request, the Approved Vendor or Designee shall provide the customer with a copy of that customer's fully executed contract via e-mail, U.S. mail, or facsimile within twenty-one calendar days." The Program documents do not explicitly require Approved Vendors and Designees to automatically provide a copy of the Disclosure Form and contract to the customer after execution. It has come to the attention of the Agency that some Approved Vendors and Designees do not automatically provide copies of the Disclosure Form and contract to the customer after execution. A requirement that Approved Vendors and Designees must provide copies of the executed documents to the customer shortly after execution would ensure that customers have ready access to important information included in their Disclosure Form and contract, including their rights, responsibilities, warranty information, and contact information. This proposal was discussed at the November 4, 2022, Consumer Protection Working Group.
DESCRIPTION OF PROPOSAL	The Agency is proposing a new requirement that Approved Vendors and Designees provide a copy of the customer's executed Disclosure Form, installation or subscription contract, and any other documents or agreements that the customer is required to sign as part of accepting the offer, to the customer. Documents that are signed electronically may be provided by email, although the Approved Vendor or Designee may choose to offer hard-copy documents at the customer's choice. Documents that are executed using a hard copy must be provided either electronically or hard-copy, at the customer's choice. Emailed copies must be sent to the customer within 24 hours of signing. Hard-copy documents must be mailed USPS first-class (or equivalent) within 48 hours or hand-delivered within 3 business days.
REDLINE EDITS	The following language would be added to Section V.A of the Consumer Protection Handbook: An Approved Vendor or Designee must follow the below steps, in order, for execution of customer contracts. An Approved Vendor that markets a Distributed Generation system must design the system, considering the site's azimuth, orientation, and shading, before beginning these steps. • The Approved Vendor or Designee must provide a copy of the applicable standard Disclosure Form, with all relevant fields completed, to the customer, including the relevant Informational Brochure attached as the first two pages. The Informational Brochure and Disclosure Form must be provided in their entirety and not be edited or modified. For in-person contract execution, the agent must review the Disclosure Form with the customer and provide the opportunity to ask questions. For online

	contract execution, the platform must provide a phone number or online chat function for customer questions. The Approved Vendor or Designee must provide the completed standard Disclosure Form, and the customer must sign that Disclosure Form, before the customer signs a contract. An electronic signature is permitted only if the Approved Vendor or Designee uses a third-party commercially available e-signature platform to collect the signatures. In addition, the platform must require the customer to scroll through the entire document before signing. The signatory on the Disclosure Form must be the holder of the relevant utility account, or, if the account holder is a company or organization, an individual authorized to sign on behalf of the account holder.
	• For any ABP Distributed Generation offer where some, or all, of the REC incentive value is paid to the customer after system energization, the Approved Vendor or Designee must provide a copy of the Going Solar flyer, review it with the customer, and provide the customer with an opportunity to ask questions.
	• After completion of the preceding steps, the Approved Vendor or Designee may present the customer contract for execution.
	• After execution of the customer contract, the Approved Vendor or Designee shall provide to the customer a copy of the signed Disclosure Form, installation or subscription contract, and any other contracts or agreements that the customer signed as part of accepting the offer.
	  • For documents signed electronically by the customer, the Approved Vendor or Designee may provide the signed copies by email, although the Approved Vendor or Designee may choose to offer the customer the option of receiving hard copies of the signed documents instead.
	  • For documents where the customer signed a hard copy, the Approved Vendor or Designee must give the customer the option of receiving the signed copy electronically or as a hard copy.
	  • Emailed copies must be sent to the customer within 24 hours of signing.
	  • Hard-copy documents sent by mail must be sent United States Postal Service first class (or equivalent) and must be properly addressed, with adequate postage, and postmarked within 2 business days.
	  • Hard-copy documents that are hand-delivered must be provided to the customer within 3 business days.

QUESTIONS FOR FEEDBACK	• Would there be any operational / logistic difficulties in providing copies of the signed documents as proposed? • Should there be an option for faxing copies of the documents?

Contract Requirements

PROPOSAL #11	**Community Solar Contract Requirements – Insurance and Maintenance**
BACKGROUND	In the 2022 Long-Term Plan proceeding, the Joint Solar Parties (Solar Energy Industries Association, the Coalition for Solar Access, and the Illinois Solar Energy Association) raised specific issues that the Agency committed to exploring further in a stakeholder process. One of these issues involved community solar contract requirements. As part of its consumer protection requirements, both Illinois Shines and Illinois Solar for All set out contract requirements for distributed generation installation contracts and community solar subscription contracts. For community solar contracts, both programs require “evidence of insurance” and “a description of the project’s long-term maintenance plan.”

	Links: • Illinois Shines Community Solar Contract Requirements • Illinois Solar for All Community Solar Contract Requirements The Joint Solar Parties suggested "[r]emoving the insurance and O&M requirements from community solar subscription agreements and instead making holding full cost-of-replacement insurance or adequate self-insurance a program requirement." This suggestion was discussed in the October 4, 2022, Consumer Protection Working Group.
DESCRIPTION OF PROPOSAL	The IPA proposes to remove the requirements that community solar subscription contracts include information about insurance and maintenance plans. Instead, the IPA proposes to create substantive program requirements for the level of required insurance and required maintenance for community solar projects that participate in Illinois Shines and ILSFA. Beginning in the 2023 Program Year, new community solar projects will be required to: • Obtain and hold full cost-of-replacement insurance; and • Have and implement a maintenance plan for community solar projects that ensures no unreasonable decrease in production.
REDLINE EDITS	The following items would be stricken from the Adjustable Block Program Community Solar Contract Requirements: ~~(r) Evidence of insurance;~~ ~~(s) A description of the project's long-term maintenance plan;~~ The following items would be stricken from the ILSFA Community Solar Contract Requirements: ~~(p) Evidence of insurance;~~ ~~(q) A description of the project's long-term maintenance plan;~~ The following language would be added to Section VI (Substantive Requirements for Program Offers) of the Consumer Protection Handbook: For the duration of their participation in either Program, community solar providers must: • Hold full cost-of-replacement insurance; and • Have and implement a maintenance plan for community solar projects that ensures no unreasonable decrease in production. These requirements would also be incorporated in other Program documents as appropriate, such as the ABP Program Guidebook and the ILSFA AV Manual, as those other documents are updated.
QUESTIONS FOR FEEDBACK	• Are there other types of insurance that should be accepted? • Should the requirement for maintenance be more specific or prescriptive? • Do Approved Vendors and Designees anticipate any obstacles to complying with these requirements?

PROPOSAL #12	**Community Solar Contract Requirements – Assignments**
BACKGROUND	Section 1-75I(1)(N) of the Illinois Power Agency Act says:

	"Subject to reasonable limitations, any plan approved by the Commission shall allow subscriptions to community renewable generation projects to be portable and transferable. For purposes of this subparagraph (N), "portable" means that subscriptions may be retained by the subscriber even if the subscriber relocates or changes its address within the same utility service territory; and "transferable" means that a subscriber may assign or sell subscriptions to another person within the same utility service territory." The 2022 Long-Term Plan says: "[T]o ensure portability and transferability of subscription contracts, as required by Section 1-75I(1)(N) of the 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 including matching the subscription size to the new subscriber's load." (p. 308) In addition: "As additional projects energize and begin to cycle through subscribers, the Agency hopes to learn more about what considerations should inform the parameters of portability and transferability requirements." (p.48) In the 2022 Long-Term Plan proceeding, the Joint Solar Parties (Solar Energy Industries Association, the Coalition for Solar Access, and the Illinois Solar Energy Association) suggested that: • The IPA should clarify whether, in assigning a community solar subscription from one customer to another, the assignee must sign a Disclosure Form (and if so, the Joint Solar Partis suggested that the IPA should allow a community solar system owner to reject assignment without a Disclosure Form); and • Community solar project owners should be permitted to require a minimum credit score for assignees. These suggestions were discussed in the October 4, 2022, Consumer Protection Working Group.
DESCRIPTION OF PROPOSAL	The IPA proposes to require that if a customer assigns a community solar contract to another customer, the relevant community solar provider must provide a Disclosure Form to the assignee / new customer. If the assignee does not sign the Disclosure Form, the community solar provider may deny the assignment. A community solar provider may also apply its current customer eligibility requirements to assignees, such as a minimum credit score. A community solar provider may not apply more stringent customer eligibility requirements to assignees, as compared to wholly new subscribers. A community solar provider may adjust the size of an assigned community solar subscription as needed and appropriate.
REDLINE EDITS	The following language (which is already included for Illinois Shines Community Solar Contract Requirements) would be added to the ILSFA Community Solar Contract Requirements: In addition, to ensure portability and transferability of subscription contracts, as required by Section 1-75(c)(1)(N) of the 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 including matching the subscription size to the new subscriber's load. In addition, a new Section V.C. would be added to the Consumer Protection Handbook with the following language: Community Solar Subscription Assignments If a community solar customer seeks to assign their subscription to a new customer, the community solar provider shall generate and provide a Disclosure Form to the assignee. The Approved Vendor or Designee shall provide the Disclosure Form electronically or provide a hard copy mailed to the assignee, at the option of the assignee. If the assignee fails to sign the Disclosure Form, the Approved Vendor or Designee shall not complete the assignment. A community solar provider may apply any subscriber eligibility requirements, such as a minimum credit score, that would apply to *a new subscriber at the time of the assignment*, to the assignee. A community solar provider may not apply stricter eligibility requirements to an assignee. A community solar provider may adjust the size of a subscription as appropriate for an assignee. A community solar provider is not *required* to *increase* an assigned subscription size if requested by the customer, but must allow for the subscription size to be *decreased* if appropriate for the new customer.
QUESTIONS FOR FEEDBACK	• Should the subscriber eligibility requirements that a community solar provider can apply to an assignee be based on the generally-applicable eligibility requirements *at the time of the assignment* (as proposed above), or should the same eligibility requirement that applied to the assignor (when they originally signed up for the subscription) be applied to the assignee? • Would there be any operational difficulties in following these requirements?

Clerical and Non-substantive Edits

PROPOSAL #13	**Replace References to "Adjustable Block Program" and to Separate ABP and Illinois Shines Websites**
BACKGROUND	The Illinois Power Agency plans to rebrand the Adjustable Block Program, also referred to as the Illinois Shines program, to have one name: Illinois Shines. As part of the rebranding, the two separate Program websites (https://illinoisabp.com/ and https://illinoisshines.com/) will be consolidated into a single website with a single domain.
DESCRIPTION OF PROPOSAL	References to the "Adjustable Block Program" or "ABP" throughout the Consumer Protection Handbook will be replaced with references to "Illinois Shines." References to the 2 separate websites will be updated as appropriate.