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Climate Pollution Reduction Grants Community Geothermal Program

Consumer Protections Templates

Applicants to the Community Geothermal Phase Two Pilots Grant program should be aware that grantees will be required to provide a Know Your Rights flyer and Customer Disclosure Form to customers connected to the geothermal system. The documents attached hereto are draft templates. The Illinois Finance Authority will work with grantees to ensure that the final documents provide and collect information appropriate to the grantees' proposed business model, as those models are developed during the grant period. In addition, successful applicants can expect to see customer protection provisions in their grant agreements.

These documents are *not* required to be included in applications to the current Notice of Funding Opportunity (IFA-CPRG-010) for this program.

Community Geothermal – Know Your Rights

As a residential or small business customer interested in Community Geothermal, you have certain rights. This document is intended to help you understand these rights. However, it is not a full list of your rights as a customer. Before signing any contract with a Community Geothermal Provider, please read the contract carefully and feel free to ask the Provider questions, to ensure you understand your rights and responsibilities.

As a residential or small business customer interested in Community Geothermal, you have the right to:

- Be treated fairly – the Community Geothermal provider must provide you truthful and accurate information that is not misleading. The provider must not interfere with your ability to understand a term or condition of their offer or contract.
- Receive information on the Community Geothermal offer in a language that you are comfortable using.
- Receive and review a current financial disclosure statement that is accurate, complete, and tailored to you and your home, at least 7 days before signing a contract.
- Have your questions about the offer or contract answered before you sign it.
- Receive a copy of the Provider's customer complaint policy.
- Receive a copy of your contract within 24 hours of signing it.
- Terminate your contract, at no cost to you, within 7 days of signing it.
- Remain connected to the gas distribution system.
- Have your gas or propane-fueled heating service and cooling equipment restored, at no cost to you, if: (1) The Community Geothermal System is incapable of maintaining indoor temperatures within ranges required by local zoning and habitability laws; or (2) Restoration of your pre-geothermal heating and cooling is required by an Illinois state agency;
    - Note: Community Geothermal Providers are not responsible for restoring gas or propane-fueled heating service and cooling equipment where the customer has not shown that geothermal heating and cooling services are inadequate. The mere fact that a new building owner or tenant has purchased or moved into the property is insufficient to require the Provider to restore gas or propane service.
- Receive notification, if you live in a master-metered multifamily building and your landlord discontinues paying for service, so that you may take appropriate action, such as terminating your lease or paying for service yourself.
- Receive bills on a regular cycle, as described in your contract.

In addition, Community Geothermal Providers must:

- Display identification that accurately portrays their identity and affiliations when meeting with potential customers in person;
    - Note: Community Geothermal Providers are <u>not</u> affiliated with the State of Illinois or any of its agencies.

- Ensure that your home is suitable for connection to their system before connecting it to the Community Geothermal system;
- Refrain from making statements indicating that you can eliminate your gas bill, unless you choose to disconnect completely from the gas distribution system;
- Provide accurate and transparent information regarding environmental attributes of Community Geothermal systems;
- Clearly disclose when the Community Geothermal system is expected to begin providing heating and cooling, and not charge customers for any services before heating and cooling are available;
- Comply with all applicable local, state, and federal laws, regulations, and guidance, including guidance on advertising and marketing practices, including door-to-door sales;
- Thoroughly train and vet Representatives who contact prospective customers;
- Retain customer contracts for at least six months after the end of the contract;
- Work with master-metered property owners to ensure the property owners demonstrate that at least half of expected cost savings is passed on to all tenants;
- Include clear statements that not all customers are eligible for specific tax credits, if any written marketing given to customers mentions tax credits;
- Perform criminal background checks on all employees and agents engaged in in-person solicitation; Providers should use good judgement in hiring for in-person solicitation positions, but this requirement might not prevent an individuals who have been involved with the criminal justice system from obtaining a job engaged in in-person solicitation;
- Refrain from conducting in-person solicitations at any building or premises where a notice is posted that prohibits this activity;
- Retain call logs for all outgoing marketing or solicitation calls for two years;
- Serve all buildings connected to the Community Geothermal System with heating and cooling;
- Minimize temporary maintenance or emergency disruptions;
- Minimize service disruptions to connected buildings during a change of tenant;
- Avoid creating safety hazards or property damage from poor workmanship;
- Hold full cost-of-replacement insurance;
- Have and implement a maintenance plan that ensures no unreasonable decrease in System services;
- Not require deposits of low-income customers, as defined in Ill. Admin. Code tit. 83, § 280.20, unless: (1) The Provider has proof that the applicant or customer benefitted from tampering; or (2) The applicant was previously disconnected for non-payment of bill amounts owing to the Provider for Community Geothermal service;
- Not charge late payment fees to low-income customers, as those customers are defined in Ill. Admin. Code tit. 83, § 280.20;
- Not deny essential heating service to residential customers or multifamily buildings during the winter months (December 1 through March 31) due to financial inability to pay.

Standard Disclosure Form - Community Geothermal Systems Subscription

Before You Sign a Contract

This Disclosure Form applies to the Customers entering into a subscription to a Community Geothermal System that will provide heating and cooling to your property.

The purpose of this Disclosure Form is to provide you with clear and accurate information about the system you are connecting to. This Form is not a substitute for your contract. You should read your Community Geothermal System contract closely before you sign it. The Community Geothermal Program requires that you are presented with this Disclosure Form at least seven days before signing your contract. 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.

Provider information		**Customer Contact information**	
Provider Name:		Name:	
Street Address:		Street Address:	
Apartment/Suite		Apartment/Suite	
City		City	
State		State	
Zip Code		Zip Code	
Phone		Phone	
Email		Email	
Community Geothermal System Information			
Site Location Description			
Electric Utility			
Number of Units in Building			
Square Footage of Building			

If you have questions after reviewing this Disclosure Form, contact your Community Geothermal System Provider or their Representative.

Financial Summary

The following is a summary of important financial information you need to know about the Community Geothermal System subscription your Provider is offering. More detailed information about the costs and savings can be found further in this Form. **If the Community Geothermal Provider's offering includes work inside your home which is not part of the System (i.e., work that is on the building side of the heat exchanger), the information about the costs of such work is not provided on this Disclosure Form. You should request this information directly from your Community Geothermal Provider.**

Your subscription will provide heating and cooling services to your building. You will receive a monthly bill from the Community Geothermal System provider for this service.

Term of your Subscription	*Years / months*
Start Date of Service	*MM/DD/YYYY*
Enrollment fee or amount due at contract signing	
Subscription structure and rate	
Frequency of payments	
Payment start date	
Format of bill	*Customer chooses paper or electronic*
Payment details	

Other Fees and Costs		
Description	**When Applicable**	**Amount**

Termination of Subscription

Your Community Geothermal System subscription will terminate if you move out of your building. Advance notice requirements and/or a penalty or fee may apply.

Additional circumstances under which you may terminate your subscription early	
Advance notice requirements	
Fee requirements	

Estimate of Your Savings

Estimated Annual Spending on Heating and Cooling Before Geothermal	-	Estimated Annual Subscription Payments + Fees	=	Estimated Annual Savings (Loss) on Heating and Cooling After Geothermal

Community Geothermal subscription fee should be appropriately designed and portioned to match each subscribers heating and cooling needs over the course of the year. If the subscription fee is too high, it is possible that you may pay for a bigger portion of the geothermal energy system than you use. Please note that, if the residence did not previously have cooling, the cooling use may increase the residence's total energy bill as compared to the previous total energy bills. However, adding cooling can be an important comfort and safety benefit of connecting to Community Geothermal.

The above savings estimate is <u>NOT</u> a guarantee.

Is Your Property Ready for Community Geothermal?

Before Community Geothermal can be installed, it's important to determine whether your property is suitable for connecting to the system. Your installer may inspect your property to ensure various conditions are met before installation can begin, including:

- Your electrical systems are safe, meet local code requirements and the requirements of the proposed system.
- The areas where installation crews will work are free and clear of obstructions and hazardous materials.

The Community Geothermal System Provider or their Representative will inspect your property to determine if it is ready for connection to the Community Geothermal System before presenting you a contract for connection.

Your Community Geothermal Provider and Other Companies Working on Your Community Geothermal Connection Installation

The following businesses and organizations will play a role in installing and maintaining your Community Geothermal System. These businesses and organizations are not representing, endorsed by, or acting on behalf of a utility, consumer group, or governmental body.

Community Geothermal Provider Name:		The company responsible for ensuring your system is installed and meets the requirements of the Community Geothermal Program.
Street		
Suite		
City		
State		
Zip		
Phone		
Email		

System Installer Name:		The company responsible for ensuring your system is installed and meets the installation requirements of the Community Geothermal Program.
Street		
Suite		
City		
State		
Zip		
Phone		
Email		
Maintenance Provider name:		Long-term maintenance of your system may be provided by the Installer or a separate company. See the details below to see if maintenance is included, the period the system is maintained, and any associated costs.
Street		
Suite		
City		
State		
Zip		
Phone		
Email		

Additional Information from your Community Geothermal Provider

Signature

By signing this Disclosure Form, you certify that you received and read this form and had the opportunity to ask questions about it before signing a subscription contract to the Community Geothermal System.

_____ _____

Printed Name Signature

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